

## **Southside Industrial Park of Racine Protective Covenants**

The Southside Industrial Park (SSIP) of Racine Protective Covenants (the “protective covenants”) is dated as of this 11<sup>th</sup> day of August, 2008, and will act as design and development guidelines for all development within the SSIP.

Whereas, the City of Racine is a municipal corporation organized and existing under the laws of the State of Wisconsin with its principal business office located at 730 Washington Avenue, Racine, Wisconsin, 53403 (hereinafter “City”), and

Whereas, the Redevelopment Authority of the City (hereinafter “RDA”) is the equitable owner of the land, and

Whereas, RDA intends to create the “Southside Industrial Park of Racine” (hereinafter “SSIP”) by dividing said land into parcels to be used for manufacturing and manufacturing-related purposes, and

Whereas, the City and RDA adopt these protective covenants to:

- A. Maximize the creation of jobs.
- B. Promote the development of manufacturing and manufacturing-related uses.
- C. Prohibit the development of facilities which are primarily utilized for service and/or retail businesses.
- D. Create an attractive environment by applying quality development standards.
- E. Discourage uses which will result in substantial non-manufacturing traffic volumes.
- F. Discourage speculative land development within SSIP.
- G. Provide opportunities for expanding the City's tax base.

### WITNESSETH:

Every parcel of land in SSIP is subject to the following covenants, restrictions and conditions which shall run with the land:

## **SECTION 1 – REDEVELOPMENT AUTHORITY OF THE CITY OF RACINE (RDA)**

1.1 From the date of recordation of the protective covenants, the RDA shall serve as the Review Board. Once the Owners Association has been established as explained in the Declaration of Condominium and the resulting Condominium Owners Association of Directors is selected, said Condominium Owners Association shall replace the RDA as the SSIP’s Review Board.

RDA shall review and approve, conditionally approve, or disapprove the plans for any structure or improvement to be located upon any parcel within the SSIP, including without limitation any building, paving, landscaping (including screening, walks, and fences); and other improvement or modification thereto. If RDA disapproves the plans for any such structure or improvement, it shall specify the deficiency and the plan modifications necessary to obtain approval from RDA. No structure or improvement shall be constructed, erected, placed, replaced, or altered on any parcel in SSIP until the required plans for such structure or improvement have been approved by RDA. All decisions by RDA shall follow the approval process and review requirements outlined in the RDA bylaws.

## **SECTION 2 - DEVELOPMENT APPLICATIONS**

2.1 Application Procedure. Prior to constructing, erecting, placing, replacing, or expanding a structure or improvement or altering the shape, size, or appearance of any structure or improvement in SSIP, applicant shall submit required plans and timetables for implementation {hereinafter “Application”) to the Condominium Owners Association for approval. Each applicant shall obtain the services of an architect and/or engineer in the preparation of Application. No structure or improvement shall be constructed, erected, placed, replaced, expanded or altered upon any parcel until an Application has been first approved in writing by the Condominium Owners Association. Within fifteen (15) business days after receipt of a complete Application, the Condominium Owners Association shall respond in writing to applicant as to whether Application has been approved, denied, or conditionally approved. If Application is denied or conditionally approved, the reasons therefore will be included in the written response to applicant.

A. Seven (7) copies of Application shall be submitted to RDA until an Owners Association created under the Declaration of Condominium has been formed and is operational. Application shall include, at a minimum:

1. Building Plan
2. Site and Utility Plan
3. Drainage Plan
4. Landscape Plan
5. Operational Plan

B. Each plan submitted under section 2.1 A. shall be signed by a professional as follows:

<u>Plan</u>	<u>Signature</u>
Building	Registered architect
Site and Utility	Registered architect, professional civil engineer
Drainage	Registered architect or professional civil engineer

Landscape  
Operational

Registered architect or landscape architect  
Owner or operator

- 2.2 Variance. Upon written request, the Condominium Owners Association shall have the authority to waive or vary the protective covenants when such waiver or variance will conform to the general standards for SSIP, herein promulgated and where exact adherence to such standard will create an undue hardship upon Owner. Such waivers or variances shall be in writing and applicable only to the protective covenants, and shall not be applicable to the City of Racine General or Zoning Ordinances. In the granting of waivers or variances, the Condominium Owners Association may impose conditions including but not limited to liquidated damages, cash escrows, letters of credit and specific performance requirements.
- 2.3 Compliance with Zoning. All parcels within Park shall be developed and used in conformance with City Zoning, Building, and Fire codes in effect as of the date of City building permit issuance. An Owner intending to apply to City for a zoning ordinance amendment, rezoning, conditional use permit, or variance shall first submit such application to the Condominium Owners Association for review and approval. Disapproval by the Condominium Owners Association shall be final, notwithstanding favorable action by City.

### **SECTION 3 - BUILDING PLANS**

#### **3.1 Building Plan Application Requirements**

All building plans shall show, and include at a minimum:

- A. Design and architecture of buildings in plan and elevation shall be provided and dimensioned. Plans shall be drawn to sufficient detail so that all room sizes, wall openings, building projections and locations of all exterior heating, ventilating and air conditioning systems and utility service equipment can be identified.
- B. Materials and colors of exterior surfaces such as walls, roofs, and window trim shall be indicated.
- C. Drawings showing all exterior building elevations, building heights, and roof-mounted equipment and utility-meters (including size, location, and proposed screening) indicating building materials, colors, and building elevations. Samples of building materials and colors shall also be submitted.
- D. Floor plan(s) that depict the general uses of the building(s).

#### **3.2 Building Plan Standards**

The following building standards shall apply to construction and development in Park.

- A. Height. No building or structure shall exceed the height of fifty (50) feet above the approved grading elevation.
- B. Lot Coverage. No building or structure of any type located on any parcel shall result in a ratio of total gross floor area to total lot area exceeding fifty percent (50%). The

ratio of the initial phase of building of total gross floor area to total lot area shall be no less than fifteen percent (15%).

**Code says: In the I-2 district, floor area ratio shall not exceed 4.0.**

C. Buildings. The following minimum standards for building construction shall apply:

(1) All new primary buildings, and new additions to primary buildings shall have a facade treatment on each elevation of brick, decorative masonry block, architectural panels (not including metal panels), pre-cast textured concrete, composite clapboard siding, or exterior insulated finish system (EFIS) or similar products applied at least eight feet above grade. A combination of these facade treatments, applied in a well-proportioned and aesthetically pleasing manner, is permitted.

(2) All new accessory buildings, and new additions to accessory buildings shall have a facade treatment on each elevation compatible with the primary building facade treatment, or at minimum, consist of at least 30 percent brick, decorative masonry block, architectural panels (not including metal panels), pre-cast textured concrete, or composite clapboard siding, or exterior insulated finish system (EFIS) or similar products applied at least eight feet above grade. A combination of these facade treatments, applied in a well-proportioned and aesthetically pleasing manner, is permitted.

D. Building Setbacks. No part of any building or structure, except a sign shall be located within the following distances:

Street frontage - 50 feet from street frontage

Side yards - 10 feet from side lot line with a combined total side yard of 30 feet

Rear yards - 25 feet from rear lot line

## **SECTION 4 - SITE AND UTILITY PLAN**

### **4.1 Site and Utility Plan Application Requirements**

All site and utility plans shall show and include, at a minimum:

- A. Scaled site plan, drawn at a common scale no smaller than 1 inch = 100 feet, indicating the dimensions of the parcel, the elevation of the first floor, building location and setbacks (including the location of any planned building expansion), parking layout and setbacks, driveway and access location, loading docks, site lighting and coverage, utility boxes, transformers, and signage.
- B. The location, footprint and outside dimensions of any and all buildings, structures, and freestanding signs.
- C. Existing and proposed pedestrian and vehicular access points, streets, drives, intersections, and other pedestrian and vehicular circulation elements, labeled with street names, dimensioned in feet and inches, and with surface materials identified, i.e., asphaltic concrete, sod, etc.
- D. Vehicle accommodation areas (including parking areas, loading areas, and circulation areas), with the surface material identified and showing the layout of parking spaces,

including handicapped spaces and the direction of travel in lanes, aisles, and driveways.

- E. Front, side, and rear yards, labeled as such and dimensioned.
- F. Location and dimensions of all existing or planned easements, streets, rights-of-way, and required emergency access ways.
- G. The location of walls and fences that are to be permanent improvements or erected temporarily during construction. Permanent walls and fences must also be drawn in elevation and dimensioned, on a portion of the site plan or on an accompanying document.
- H. The location of outdoor lighting fixtures. Such lighting fixtures must also be drawn in elevation and dimensioned on a portion of the site plan or on an accompanying document.

In addition, the following documents shall be submitted with the lighting plan:

- (1) a catalog page, cut sheet, or photograph of the fixtures including the mounting method;
  - (2) a photometric data test report of the proposed fixture graphically showing the lighting distribution in all angles vertically and horizontally around the fixture;
  - (3) a graphic depiction of the fixture's lamp concealment and light cut-off angles.
- I. Location and dimensions, in length and diameter where applicable, of all above-ground and underground conduits and utility lines: storm and sanitary sewers, water mains, electrical, natural gas, and communication (cable television, telephone, etc.) lines and cables.

#### 4.2 Site and Utility Plan Standards

The following site and utility standards shall apply to all construction and development in SSIP:

##### 4.2.1 Site Access. Site access shall meet the following criteria:

- A. Site entrance drive dimensions such as widths, radii and visibility triangles as specified within the City of Racine Code of General Ordinances.
- B. Individual drive opening entrances shall be at least one hundred and twenty-five (125) feet apart. No lot shall have more than two (2) drive openings.
- C. Vehicular entrances shall be in compliance with the recommended safety guidelines established by the Wisconsin Department of Transportation.
- D. Appropriate traffic control measures including signs, cross walks, etc. shall be utilized at all entrances to public rights-of-way.
- E. Applicant shall comply with all applicable requirements of all utility companies in locating and installing utilities.

##### 4.2.2 Parking Lot and Loading Dock. Parking and loading docks shall meet the following criteria:

- A. Loading Areas. Loading areas shall be constructed and maintained upon a parcel in such a location that any vehicle transporting goods, wares, merchandise, or materials to or from a parcel shall not be required to park on any street or in the minimum front, side, or rear yard setback area.
- B. Hardsurfacing. All parking, loading, and driveway areas shall be hardsurfaced with either asphaltic concrete, or portland cement concrete prior to occupancy of the building.

#### 4.2.3. Sign and Lighting Standards

Sign and lighting standards shall meet the following criteria:

- A. Signs. No sign shall be erected or maintained except in conformity with the following:
  - 1. Signs shall be restricted to displaying only the person, firm, company, or corporation operating a business on the parcel.
  - 2. One freestanding monument sign, with the name of the business and address, not exceeding one hundred (100) square feet in area per side must be erected. The Condominium Owners Association approval is required for all freestanding signs.
  - 3. A wall sign containing the company logo may be installed on one building façade provided the sign does not exceed five percent (5%) of the area of the building façade to which it is attached, excluding doors and windows, or one-hundred (100) square feet in area, whichever is less. Wall signs shall be approved by the Condominium Owners Association.
  - 4. Signs shall be permanently affixed to the face of the building or to the ground, and shall not flash, pulsate, rotate, or be affixed with moving appurtenances. Rooftop signs are prohibited.
  - 5. Signs attached to buildings shall not extend more than two (2) feet above the higher of the ceiling line of the top floor or the top of a parapet wall.
  - 6. Smaller signs adjacent to individual tenant entrances and identifying individual tenants or directing traffic may also be allowed at the sole discretion of the Condominium Owners Association.
  - 7. All signs must be architecturally compatible with other improvements.
- B. Exterior Lighting. Exterior lighting shall meet the following criteria:
  - 1. The emission of exterior light shall be directed away from the sky so as to not interfere with the operation of aircraft.
  - 2. Exterior lights shall not flash, pulsate, nor impair or hinder vision on public streets, rights-of-way or adjacent properties.
  - 3. Exterior lighting shall be located, oriented, and shielded and of an intensity so as to illuminate only the building or lot without adversely affecting activity on adjacent buildings, lots, or traffic on streets and highways.

4. Exterior lighting shall meet the standards promulgated by the Illuminating Engineering Society of North America.

## **SECTION 5 - SURFACE WATER DRAINAGE PLANS**

### **5.1 Surface Water Drainage Plan Application Requirements**

Surface water drainage plans shall show and include, at a minimum:

- A. Existing topography by contours related to USGS survey datum or other datum. The contour interval shall not be greater than two (2) feet (a one (1) foot interval is recommended) and shall extend at least twenty (20) feet beyond the parcel. Spot elevation of existing buildings, structures, and high points shall be shown.
- B. Location, capacity, and dimensions of on-site storm water drainage facilities, including manholes, pipes, curbs and gutters, curb inlets and curb cuts, and drainage grates.
- C. Location, extent, and typical cross sections and slope ratios of all detention basins and drainage-ways. Location and elevations at top and bottom of proposed retaining walls.
- D. Location and footprint of any and all building(s) and structure(s).
- E. Locations and names of existing and proposed streets and intersections, and the location of parking lots, drives, loading areas, sidewalks, bike paths, and other elements of vehicular and pedestrian circulation.
- F. Erosion control measures, grading, and storm water drainage facility design, including any existing trees to be removed and including all proposed water impoundments and finished grade levels.

### **5.2 Surface Water Drainage Standards**

Surface water drainage shall meet the following criteria:

- A. Prior to the granting of a building permit for new construction in SSIP the applicant shall submit to the Condominium Owners Association a site drainage plan which shall be in sufficient detail to assure that the following conditions will be met:
  1. Drainage from the proposed development shall be discharged into a recorded and functioning drainage-way, or storm sewer of sufficient capacity to handle the increase in runoff.
  2. The proposed development shall not create or increase drainage or ponding problems elsewhere in the drainage basin.
  3. No nonresidential use, including parking lots, shall discharge surface water onto any residential use or zoning district unless such drainage is acceptable as part of an overall drainage system approved by the city.
- B. The drainage plan submitted under this section shall be subject to the approval of the commissioner of public works and the Condominium Owners Association before a building permit is issued.
- C. The city does not guarantee, warrant or represent that compliance with this chapter will provide complete relief from periodic flooding or inundation, and hereby asserts that there is no liability on the part of the city council, its agencies or employees for

any flood damage that may occur as a result of reliance upon, or conformance with, this chapter.

## **SECTION 6 - LANDSCAPE PLAN**

### **6.1 Landscape Plan Application Requirements**

Landscape plans shall show and include at a minimum:

- A. Location and footprint of buildings and structures.
- B. Dimensions of the parcel, indicated along the property lines.
- C. Existing and proposed streets, drives, loading areas, sidewalks, alleys and intersections, pedestrian and vehicular access points, bicycle paths, bridges, and other pedestrian and vehicular circulation elements, labeled with street names and dimensioned. Surface materials shall also be identified.
- D. Location and dimensions of all existing or planned easements, lands to be dedicated for a public use or rights-of-way.
- E. Location and dimensions of outdoor lighting fixtures, freestanding signs, permanent or temporary walls and fences, waste and trash disposal facilities, surface utility structures, and other freestanding structural features.
- F. Details of all permanent fences and walls, including dimensioned elevations and materials.
- G. Existing and proposed contours, including the location, slope ratios (horizontal : vertical), of all proposed berming, at a one-foot contour interval. Location, extent, and general elevations and slope ratios of all storm water retention and detention areas and drainage ways. Elevations at top and bottom of all proposed retaining and screening walls and fences. Existing lines should be shown as dotted lines.
- H. Plant materials, showing the location, quantity, installation size, intended maintained size and/or mature size (height and crown), distance between plants, with labels of both scientific and common names of all proposed plant materials. All plants to be drawn to scale in relation to crown size : mature crowns of major trees shall be drawn at a diameter of thirty (30) feet; dwarf or decorative trees shall be drawn at the actual size of the mature crown.
- I. Specification of the type and planting boundaries of all proposed ground cover, indicating both scientific and common names.
- J. Location of paving materials and non-living ground cover which is identified by description and brand names.
- K. Location, size, and proposed screening for outside waste and recycling containers and the size and type of the proposed containers.

### **6.2 Landscape Standards**

Landscaping shall meet the following criteria:

- 6.2.1 Refuse Collection Areas. All outdoor refuse collection areas shall be visually screened by a site-obscuring decorative wood or masonry fence which is at least six (6) feet in height. The location of all refuse collection areas must be approved by the Condominium Owners Association prior to construction.



### 6.2.2 Landscape Buffers

- A. All areas which do not contain a building or paved surface are considered open spaces. These areas shall be landscaped or sodded or hydro-seeded prior to occupancy. All parkway areas, which are the areas between the lot line and street pavement, not improved with a sidewalk, shall be sodded or hydro-seeded prior to occupancy.
- B. All trees which are deciduous shall be a minimum 2-1/2 inch caliper. Evergreens are to be at least six (6) feet in height. Shrubs are to be at least three (3) feet in height.
- C. One 2-1/2 inch caliper tree shall be installed for every one-hundred (100) feet of side lot area.
- D. Foundation plantings shall be provided along all building walls facing a street. This area is to contain a five (5) foot wide planting area containing a mixture of shrubs which are at least three (3) feet in height along fifty percent (50%) of the building wall.
- E. Existing or installed landscaping cannot be removed without the Condominium Owners Association approval.

6.2.3 Fences. Areas may be fenced only if decorative fencing of wood, masonry or other suitable materials are used. Chain-link fencing is prohibited.

6.2.4 Damage to Public Streets, Rights-of-Way and Common Areas. No Owner or its employees, contractors or agents shall dispose of snow or any other materials in the public streets, rights-of-way or common areas located in Park. No Owner or its employees, contractors or agents shall damage any public street or rights-of-way in Park or any common area as described herein.

## **SECTION 7 - OPERATING PLAN**

### 7.1 Operating Plan Application Requirements.

Operating plan shall show and include, at a minimum:

A written description of proposed use and operation, including number of employees, number and hours of work-shifts, products produced and/or services provided, manufacturing processes, materials handled, transportation requirements, and hazardous materials used in operations (including proposed safety precautions), noise emissions and any air, water, or solid waste material generated, and waste storage and disposal methods, and facilities.

### 7.2 Operating Plan Standards

Operating plans shall meet the following criteria:

- A. Outdoor Storage. Outdoor storage areas, with the exception of motor vehicles, shall comply with the following standards:
  - 1. Outdoor storage is permitted, provided it is visually screened from all streets and highways, public rights-of-way, and adjacent property. Said screening shall consist of a six (6) foot high fence of wood or masonry. Storage shall not exceed the height of eight (8) feet and all materials shall be set back five (5) feet from the

fence. No outdoor storage, including all owner-owned and operated motor vehicles, with the exception of passenger vehicles, shall be permitted between a frontage street and the building line. All outdoor storage surfaces shall be of asphaltic concrete, or Portland cement concrete. Outdoor storage areas shall not exceed five percent (5%) of the existing building area.

B. Performance Standards. Uses in Park shall be subject to the following:

1. Noise. At no point on the boundary of the outer most property lines shall the sound level of any industrial operation exceed the limits shown in the following table.

Frequency Cycles Per Second	Maximum Sound Level (decibels)	
	7 a.m. to 10 p.m.	10 p.m. to 7 a.m.
0-75	72	67
75-150	67	62
150-300	59	54
300-600	52	47
600-1200	46	41
1200-2400	40	35
2400-4800	34	29
Over 4800	32	27

Frequencies and sound levels shall be measured with an Octave Band Analyzer and Sound Level Meter which complies with USA Standards prescribed by the U.S. Standard Institute.

All noise shall be so muffled or otherwise controlled as not to become a nuisance due to intermittence, duration, beat frequency, impulse character, periodic character, or shrillness.

2. Air Contaminants. No smoke, soot, fly ash, dust, cinders, dirt, noxious or obnoxious acids, fumes, vapors, odors, toxic or radioactive substance, waste or particulate, solid, liquid or gaseous matter shall be introduced into the atmosphere in such quantities and of such duration that they, alone or in combination, would injure the public health, safety or welfare, or be a public or private nuisance.

The limits of emission for particular contaminants shall be determined as follows:

- a. No air contaminant shall be discharged into the atmosphere from any single source of emission for a period or periods aggregating more than three minutes in any one hour which is as dark or darker in shade as that designated as No. 2 on the Ringelmann Smoke Chart published by the U.S. Bureau of Mines, or of such capacity as to obscure an observers view to a degree of equal to or greater than does smoke in the shade designated as No. 2, except

for start-up time as permitted in Chapter NR 154 of the Wisconsin Administrative Code.

- b. No sulfur compound shall be emitted which would result in a ground level concentration of sulfur dioxide at the property line or beyond in excess of 1.0 part per million (volume) in a 20 minute period of any hour or average exposure in excess of 0.1 part per million (volume) in any 8 hour period, nor shall any gas be emitted which contains sulfur dioxide in excess of 2,000 parts per million (volume).
  - c. There shall be no emission of matter which can be readily detectable as odorous at the property line or beyond which constitutes a public or private nuisance.
3. Liquid and Solid Waste. The disposal of wastes on the property shall be done in such a manner that it will conform to the regulation of this section. No waste shall be discharged into a storm sewer or roadside ditch or drainage area except for clear and unpolluted water.
- Any waste discharged into a sanitary sewer shall:
- a. Not be dangerous to the public health, safety, or welfare.
  - b. Be neutralized to a pH of 7.0 as a daily average on a volumetric basis, with a temporary variation of 5.5 to 8.5.
  - c. Contain no cyanides or halogens.
  - d. Contain no hydrogen sulfide, sulfur dioxide, nitrous oxide gases in excess of 10 parts per million.
  - e. Contain no insoluble substances in excess of 10,000 parts per million or exceed a daily average of 500 parts per million or fail to pass a No.8 standard sieve, or have dimensions greater than one half inch.
  - f. Not have chlorine demand greater than 15 parts per million.
  - g. Contain no phenols in excess of 0.005 parts per million.
  - h. Contain no grease or oil substance in excess of 100 parts per million or exceed a daily average of 75 parts per million.
  - i. Comply with City Code or General Ordinances.
4. Electrical Emission. There shall be no electrical emission beyond the property line which would adversely affect any other parcel or business operation or constitute a public or private nuisance.
5. Glare and Heat. No direct or sky-reflected glare, whether from floodlights or from high temperature processes such as combustion, welding or otherwise shall be emitted, so as to be visible at the lot line. This prohibition shall not apply to signs or the floodlighting of parking areas otherwise permitted by the protective covenants. There shall be no emission or transmission of heat or heated air so as to be noticeable at the lot line.
6. Vibration. There shall be no operation or activity which would cause ground transmitted vibrations in excess of the limits set forth herein beyond the boundary of Park under any circumstances, nor beyond the property line where such vibrations would adversely affect any other parcel or use within Park

Frequency Cycle per Second	Maximum Permitted Displacement along Subdivision Boundaries (in inches)
0 to 10	.0008
10 to 20	.0005
20 to 30	.0002
30 to 40	.0002
40 and over	.0001

7. Rubbish. No rubbish may be burned except in an incinerator specifically constructed and designed for this operation and permitted by the City Code of General Ordinances and applicable Federal, State and County laws, rules and regulations.

8. Owner shall comply with applicable Federal, State and local laws, rules and regulations and lawful orders issued pursuant thereto in conducting its operations.

## SECTION 8 - PERMITTED AND PROHIBITED USES

### Permitted and Prohibited Uses.

8.1 Permitted Uses. Any use which is not specifically prohibited in the protective covenants or by any other section of the City of Racine Zoning Ordinance or Code of General Ordinances will be permitted in SSIP if it complies with all the provisions of the protective covenants and all applicable City, County, State and Federal laws, rules, and regulations.

8.2 Prohibited Uses. The following uses shall be prohibited in SSIP.

- A. All residential uses including single-family, two-family, and multiple-family buildings.
- B. All retail, wholesale, and service uses, unless directly a part of or secondary to a permitted use and only with the specific written approval of the Condominium Owners Association.
- C. Blast furnace, coke oven, or foundry exceeding the glare, heat, or air contaminants performance standards contained herein.
- D. Buildings for exclusive office occupancy.
- E. Central mixing plant for asphalt, mortar, plaster, cement, or concrete.
- F. Drop forge exceeding the noise and vibration performance standards contained herein.
- G. Grain storage and processing as principal uses.
- H. Hazardous waste sites and facilities.
- I. Manufacturing, processing, and/or storage as principal uses of the following products:
  1. Acid as a principal use.
  2. Cement, lime, and gypsum.
  3. Explosives.
  4. Fat and oil, including rendering and refining.

- 5. Fertilizer.
- 6. Glue.
- 7. Leather tanning and finishing.
- 8. Petroleum, including refining and storage of petroleum or petroleum products in above-ground tanks which exceed five thousand (5,000) gallons in total capacity.
- 9. Tar and asphalt, including refining and batch plants.
- 10. Yeast as a principal use.
- J. Mining operations, including a quarry or stone mill and rock crushers.
- K. Salvage dealers, shops, or yards, including auto wrecking and used materials storage.
- L. Smelting of metals, ore or alloys.
- M. Stockyards or slaughter houses.
- N. Storage yard for construction equipment and material used by a contractor not kept in a fully enclosed building.
- O. Infectious medical waste storage or disposal facilities.
- P. Any use which by activity or operation exceeds the performance standards contained herein.

## SECTION 9 - GENERAL PROVISIONS

- A. Should owner fail to commence construction of the principal building within eighteen (18) months of the date of parcel purchase closing, City shall have the option of repurchasing the parcel at the original sale price minus any broker commissions or fees paid by seller. Speculation in lands for future resale is prohibited. Commencement of construction shall be defined as obtaining a building permit from the City of Racine and constructing exterior walls.

Should owner attempt to resell vacant parcel, at any time, City shall have the option of repurchasing the parcel at the original sale price minus any broker commissions or fees paid by seller.

Owner shall have eighteen (18) months after the date of parcel purchase closing to commence construction of the principal building and shall diligently pursue construction and obtain an occupancy permit within twelve (12) months subsequent to City building permit issuance.

- B. Should Owner elect to sell any portion of parcel which is not being used in connection with the business of Owner or which Owner desires to sell separate and distinct from any sale of the business, the parcel shall first be offered for sale to City and City shall have the option of repurchasing parcel at the original price, minus any broker commissions or fees paid by seller. The provisions of this paragraph shall not apply to any sale (i) between a parent corporation and subsidiary or controlled corporation, (ii) from individuals (or partners) to a corporation controlled by sellers, or (iii) by a corporation to an individual or individuals (or partners) controlling such operation.
- C. Parcels which have been developed through the construction of a building may be resold without first being offered to City as specified above.
- D. No parcel may be subdivided without the written consent of the Condominium Owners

Association. No Owner may sell less than all of a parcel without the written consent of the Condominium Owners Association. The Condominium Owners Association may, in granting its consent, attach any reasonable conditions it deems appropriate.

- E. The Condominium Owners Association and City retain such rights-of-ways and easements as of record at the time of recordation of the protective covenants. Any work performed within said rights-of-way and easements shall also require that the parcel shall be restored to the same condition as in prior to performing such work.
- F. Underground Utilities. Utilities within a parcel installed by Owner shall be underground including electricity, telephone, gas, water, sewer, and communications.
- G. Improvements not Specifically Addressed. The construction and placement of improvements such as special utilities, antennae, receiving dishes, towers, incidental storage buildings, and other facilities not specifically addressed within the protective covenants shall require the written approval of the Condominium Owners Association prior to construction and installation.
- H. Maintenance
  - 1. Landscape Maintenance. Owner shall be responsible for maintaining all landscaping as shown in the approved landscape plan for the parcel. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Condominium Owners Association. Landscaped areas, materials, fixtures, and improvements shall be maintained in good condition at all times by Owner of parcel, or by Owner's lessee(s). Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, planting, transplanting, dusting, treating, and other landscape maintenance activities necessary to keep the landscaping in a state of healthy growth and good appearance. All landscape buffer areas shall contain an irrigation system to allow for watering of plantings or a water faucet within one-hundred (100) feet of such area. Parcel shall, at all times, be kept free of weeds, grass clippings, leaves, branches, and other natural debris as well as paper, cans, empty storage drums, crates, pallets, boxes, tires and other trash or debris.
  - 2. General Site Maintenance. Except as otherwise provided in the section entitled, "Common Area Maintenance," Owner of any parcel shall have the duty of, and responsibility for, at all times, keeping the buildings, structures, signs, paving, landscaping, lighting, storm and surface water conveyance systems, and outlot structures and other improvements on the parcel in a well-maintained, safe, clean, and attractive condition. Although Owner may, by contract, require tenants or others to perform these duties, Owner shall be responsible for the obligations specified herein. All grass, trees, and shrubbery must be kept in good appearance at all times. All grass must be cut on a weekly basis during the growing season and weeds must be controlled. Each Owner, at their own cost and expense, shall be responsible for the removal of any rubbish or trash of any type or source which may be generated or accumulated on parcel. Damaged or cracked areas of all parking areas, drives, sidewalks, and other hard surface areas shall be repaired or replaced as soon as reasonably possible.
  - 3. Site Maintenance During Construction. During the construction of buildings, structures and improvements it shall be the responsibility of Owner to insure that construction sites are kept free of unsightly accumulations of rubbish, debris, and scrap materials. Owner

shall also be responsible for keeping dirt and mud from construction site off city streets, or in the event of accumulation thereon, promptly removing such accumulation.

4. Common Area Maintenance. The Condominium Owners Association shall be responsible for maintenance of the following; hereinafter referred to as "Common Areas," as shown in Attachment "B."
  - a. Park entrance monuments and signage.
  - b. Landscaping easements.
  - c. Storm water detention and retention basins.
  - d. Avigation easements.
  - e. Any property owned by the Condominium Owners Association.

City may specially assess real estate for any maintenance services performed on common areas based upon acreage owned.

Notwithstanding the foregoing, City shall be responsible for performing the maintenance of common areas as described herein until six (6) calendar years after the date that the protective covenants are recorded in the office of the Register of Deeds for Racine County, Wisconsin.

5. Right to Act on Owner's Behalf. Where, in the opinion of the Condominium Owners Association or City, any Owner fails to comply with these maintenance and damage control provisions, the Condominium Owners Association or City or both may give such Owner written notice of violation and such Owner must, within 15 days after receipt of such notice, undertake the care and maintenance required to restore Owner's property to a well-maintained safe, clean, and attractive condition, and to repair any damage, in accordance with the notice. If Owner fails to remedy the condition, the Condominium Owners Association or City shall have the right and power, but not the obligation, to perform such care and maintenance, or to repair any damage, as it deems necessary or desirable to remedy the violation. Where City performs the work, all costs incurred may be assessed to Owner and added to Owner's real estate tax bill for the parcel. If the Condominium Owners Association performs the work and the Cost of the work remains unpaid for thirty (30) days after Owner is billed therefore, such charges may be collected pursuant to the procedures set forth in Section 9 herein.
  - I. Inspection. The Condominium Owners Association or City may from time to time, at any reasonable hour or hours, enter or inspect any parcel to ascertain compliance with the protective covenants. The Condominium Owners Association or City shall use its best efforts not to compromise security measures of Owner and shall strive not to interfere with normal conduct of business operations when inspecting parcel under this provision.
  - J. Legal Action. The protective covenants may, but are not required to be enforced at law or in equity by the Condominium Owners Association or City. However, should any Owner file with the Condominium Owners Association a written petition for enforcement or commencement by the Condominium Owners Association of proceedings to enforce the protective covenants and the Condominium Owners Association shall fail to act accordingly within thirty (30) days, or shall refuse such petition, then such petitioner may commence an

action or proceeding against the violating Owner in law or in equity for enforcement or for damages arising from any violation of the protective covenants. Neither the Condominium Owners Association nor City shall be liable to any person or party for their failure or refusal to enforce any provision of the protective covenants.

- K. Forfeitures. The Condominium Owners Association may levy forfeitures for continuing or flagrant violations of the protective covenants. Forfeitures shall be Fifty Dollars (\$50) per violation or per day in the event of a continuing violation. Forfeitures shall be assessed by the Condominium Owners Association following written notice of violation to Owner and an opportunity to be heard. Such forfeitures, if unpaid for thirty (30) days, may be charged against parcel as a lien pursuant to the procedures set forth in Section 9 herein.
- L. Right to Act on Owner's Behalf. In addition to other remedies provided for herein, the Condominium Owners Association may undertake the obligations of any Owner arising under the protective covenants. The right to act on Owner's behalf shall arise if Owner has not taken corrective action following written notice of violation and an opportunity to be heard and to take corrective action.
- M. Expansion of Park. City may, from time to time, during the term of the protective covenants, add property to Park, and by recorded supplement to the protective covenants, declare such additional property and the owners of such property to be subject to the terms of the protective covenants.
- N. Governmental Permits, Approvals and Requirements. All pertinent requirements of governmental agencies and required permits and licenses shall be obtained prior to construction and development within Park. All applicable Federal, State, and local laws, rules and regulations shall be complied with, including but not limited to applicable building codes, zoning, erosion, health, and fire protection ordinances.
- O. Waiver of Rights. The failure of the Condominium Owners Association, City, or any Owner to enforce any provision of the protective covenants shall not be deemed to be a waiver of their right to enforce the provision in issue or any other provision of the protective covenants.
- P. Lessees. Any lessee using or conducting any operation on a parcel, shall have the same obligations hereunder as an Owner.

#### SECTION 10 – DEVELOPMENT COSTS

The purchase price of every parcel sold and conveyed shall include:

- A. Sanitary sewer installed in a street or easement adjacent to the property. The location of the sanitary sewer and any lateral is to be at the option of Racine Water Utility. Sanitary sewer laterals of six (6) inch size shall be installed to the property line from the sewer main at City expense. Any variation in lateral size shall be installed at Owner's expense.
- B. Water mains installed in a street or easement adjacent to the property. The location is to be at the option of the Racine Water Utility. Water laterals of six (6) inch size shall be installed at the property line from the water main at the expense of City. Any variation in lateral size



shall be installed at Owner's expense.

- C. Roadway open to traffic in a public street. Such roadway is to be constructed when and to the extent necessary to provide service to the parcel and shall consist of a gravel base with a surface of asphaltic concrete or Portland cement concrete with curb and gutter.
- D. Any change or addition to the above shall be at the sole expense of Owner.

#### SECTION 11 - TERM

Each parcel shall be conveyed subject to the prohibitions, restrictions and covenants contained herein, and any amendments hereafter, all of which are to run with the land and shall be binding on all initial and successive purchasers and all persons, parties, firms and corporations, claiming by, through and from them including all heirs, successors in interest and assigns for a period of thirty (30) years from the date the protective covenants are recorded in the office of the Register of Deeds for Racine County, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years each.

#### SECTION 12 - AMENDMENTS

Until such time as a Condominium Owners Association is formed, the protective covenants may be terminated, extended, or amended by a vote of the Review the RDA. After an Owners Association has been formed, the protective covenants may only be terminated, extended or amended, by an affirmative vote of 66-2/3% of the total number of votes available in Park; and written notice thereof to Owner's provided, however, that as long as City owns any portion of SSIP, no such termination, extension or amendment shall be effective without the written approval of City.

#### SECTION 13 - ENFORCEMENT

The provisions herein may be enforced by any Owner, the Condominium Owners Association or by City. City may inspect any parcel at reasonable times to determine compliance with the protective covenants and it may enforce any provision hereof in a court of law or equity by specific performance or otherwise. Nothing contained herein shall preclude City from seeking forfeiture for ordinance violations where applicable. Enforcement of the provisions of the protective covenants shall be administered on behalf of City by the Chief of Building Inspection for City.

#### SECTION 14 – SAVINGS CLAUSE

The protective covenants is deemed severable. The invalidation of any provisions or part thereof, contained within the protective covenants, by court of record shall not affect the enforceability of any of the other provisions or parts thereof which shall be deemed independent and remain in full force and effect.

#### SECTION 15- EXHIBITS

The following exhibits are attached hereto and incorporated herein as if fully set forth:

#### SECTION 16 - APPROVALS

The protective covenants was approved by the RDA at a meeting held on the ?????? day of ????, 2008.