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CITY OF STOUGHTON

381 East Main Street
Stoughton, WI 53589

REGISTER OF DEEDS
DANE COUNTY WI

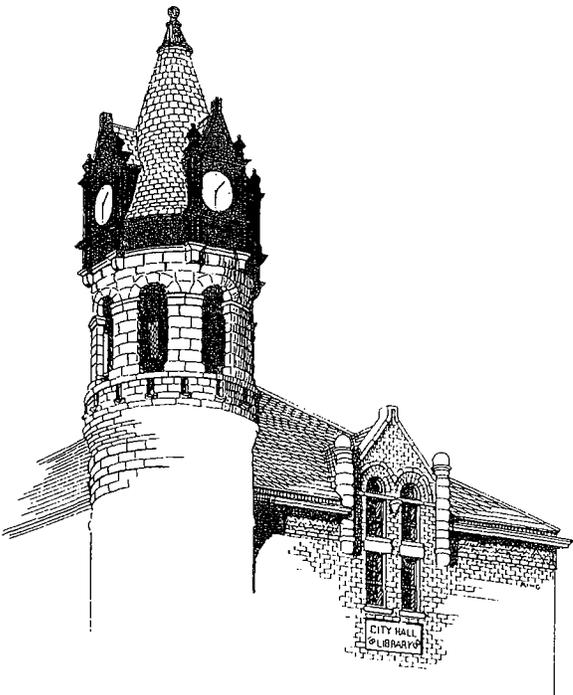
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Declaration Of Protective Covenants
And Restrictions

Plat of Stoughton Business Park North, Dane County, Wisconsin
TIF District III



4/5/20

		Page
Introduction		
Article I.	Land Use	3
Article II.	The Business Park Committee and Park Definitions	
	a.) Structure of committee	4
	b.) Business Park definition	4
Article III.	Plans and Specifications	
	a.) Construction	4
	b.) Construction regulations	4
	c.) Size of lot	4
	d.) Plan submittal	5-7
	e.) Review and determination	7
Article IV.	Development Standards	
	a.) Buildings	7
	b.) Parking & driveway's	8-9
	c.) Signs	9
	d.) Landscaping	9
	e.) Outdoor storage	9
	f.) Refuse collection areas	10
	g.) Pollutants	10
	h.) Burning	10
	i.) Architectural review	10
Article V.	Maintenance	
	a.) Owner's responsibility	10
	b.) Construction responsibility	10
	c.) City's responsibility	11
Article VI.	Performance Standards	
	a.) Noise	11
	b.) Air contaminants	11
	c.) Liquid & solid waste	11
	d.) Glare and heat	11
	e.) Vibration	12
Article VII.	Waiver of Invalidation	12
Article VIII.	Covenants run with land - enforceability	12-13
Article IX.	Nominee's and successors of the city	13
Article X.	Intent	13
Appendix A.	Legal Definition	14
Appendix B.	Spoil Material	14
Appendix C.	Definitions	14-15

WHEREAS the City of Stoughton is the owner of all of the lands included in the Stoughton Business Park North in the City of Stoughton, Dane County, Wisconsin, and

WHEREAS said lands are in the Tax Incremental Financing District III within the City of Stoughton; and

WHEREAS it is deemed proper to impose upon all of the above described lands certain restrictions, reservations, limitations and covenants, as hereinafter set forth for the development of said lands as a part of the Stoughton Business Park North to insure the proper use and appropriate development and improvement of each building site therein; to protect the environment in this planned Business Park North which may also include light industrial uses; to guard against the erection therein of structures built of improper or unsuitable materials; to require conformity to applicable zoning ordinances and building codes; to insure reasonable development of said property and the location of improvements therein; to control the development of said property as a business park permitting proper set backs from the streets, adequate free space between structures, adequate parking, and in general to provide for a high quality of improvement on said property so as to insure that each building site will not adversely affect the general plan for physical development of the business park nor adversely affect the health or safety of residents or workers in said area, nor be detrimental to the use or development of other properties in the Stoughton Business Park North;

NOW THEREFORE, IT IS HEREBY DECLARED AND AGREED, that the following restrictions, reservations, limitations and covenants be and the same hereby are adopted, and that all of the lands within the said Stoughton Business Park North in the City of Stoughton, Dane County, Wisconsin, be subject thereto, as follows, to wit:

ARTICLE I

LAND USE

No land shall be used for any purpose other than as permitted in an I-1 Business Park District as provided in the City of Stoughton Zoning Ordinance in force and effect on the date of this document and as the same may be hereafter from time to time amended. The City reserves the right to limit or restrict the use of a particular lot or lots under the provisions of Article IIIA.

ARTICLE II

THE BUSINESS PARK NORTH COMMITTEE AND PARK DEFINITIONS

A. STRUCTURE OF COMMITTEE

A Business Park Committee, hereinafter referred to as "the Committee", shall be appointed consisting of seven members, including the City of Stoughton Director of Finance, the City of Stoughton Director of Planning & Development, the Executive Director of Stoughton Tomorrow, two representatives from Stoughton Tomorrow's Development Committee and two aldermen. The representatives from Stoughton Tomorrow's Development Committee shall be appointed by the Mayor and confirmed by the City Council. A majority of four (4) members shall be empowered to act for the Committee on any matter under the jurisdiction of said committee.

B. BUSINESS PARK DEFINITION

The terms "Park" or "Business Park" as used herein shall refer to the lands described in Appendix A which are the subject of this declaration.

ARTICLE III

PLANS AND SPECIFICATIONS

A. CONSTRUCTION

No buildings, fence, wall, sign, advertising device, roadway, loading facility, outside storage facility, parking area, site grading, planting, landscaping, facility for industrial waste or sewage disposal, nor any other improvement shall be commenced, erected or constructed, nor shall any addition thereto or change or alteration therein be made (except to the interior of a building), nor shall any change in the use of any premises be made, until the plans and specifications therefor, showing the nature, kind, shape, heights, materials, color scheme, lighting and location on the lot of the proposed improvements, grading or landscaping, and the proposed uses or change in the use of the premises, shall have been submitted to and approved in writing by the Committee. A copy of plans and specifications as finally approved shall be filed permanently with the Committee. The approval by the Committee will be passed onto the Planning Commission for the appropriate action.

B. CONSTRUCTION REGULATIONS

Construction and alteration of all improvements in the Park shall be in accordance with the requirements of all applicable Building, Zoning and other Codes and Regulations.

C. SIZE OF LOT

No site shall be less than one (1) acre in area.

D. PLAN SUBMITTAL

Ten (10) copies of the site plan shall be submitted to the Committee. The site plan shall consist of the following:

- a. Name of project/development
- b. Location of project/development by street address or other legal description;
- c. Location map, including area within one-half mile of site;
- d. Name and mailing address of developer/owner;
- e. Name and mailing address of engineer/architect;
- f. Date of plan preparation;
- g. North point indicator;
- h. Scale;
- i. Boundary line of property, with dimensions;
- j. Location, identification, and dimension of existing and proposed:
 1. Adjacent streets and street right of ways.
 2. On-site street and street right of ways.
 3. Curb cuts for the site and adjacent lots.
 4. Utilities and utility right of way easements.
 - a. Electric
 - b. Natural gas
 - c. Telephone
 - d. Water
 - e. Sewer (sanitary and storm)
 - f. Cable television
 5. Buildings and structures.
 6. Parking facilities, including parking spaces, circulation aisles, curbs, bumpers, and landscape islands.
 7. Off-street loading areas, including stacking areas and access drives.
 8. Locations of existing trees.
 9. Wetlands.

10. Sidewalks, walkways, trails, driveways, loading areas and docks, bikeways.
 11. Fences and retaining walls. V27005P 65
 12. Exterior signs.
 13. Exterior refuse collection areas.
 14. Exterior lighting.
 15. Landscaping plan, prepared pursuant to the landscaping standards contained herein.
 16. Traffic flow on-site.
 17. Traffic flow off-site.
 18. Surface water drainage arrows.
- k. Cross sections of property as required by the City Planner;
 - l. Location of existing and proposed public and private open space;
 - m. Clearing, grading, and drainage plan showing proposed clearing limits, existing and proposed contours at two foot intervals.
 - n. A staging plan for any project involving more than one construction season which sets forth the chronological order of construction and relates the proposed uses and structures to the construction of various service facilities and gives estimated completion dates;
 - o. Site statistics, including site square footage, percent of site coverages, and percent of park or open space;
 - p. Elevation drawings of all sides of all proposed structures and buildings, with dimensions;
 - q. Gross square footage of existing and proposed structures and buildings;
 - r. All exterior materials and colors, including manufacturer's name and catalogue numbers or samples of the same;
 - s. Location and dimensions of all proposed outdoor storage areas, and the location and dimensions of all fencing and screening;
 - t. A listing of all required Federal, State, and City permits and status of applications;

- u. Erosion control plans;
- v. Other information considered pertinent by the Committee.

E. REVIEW AND DETERMINATION

The Committee shall review the plan to insure that these criteria and the district standards contained herein are met as part of the site plan review process.

When a discrepancy exists, an attempt shall be made by the Committee and developer to remedy a solution. The Planning Commission shall review the plan and approval of the Committee to insure the criteria of the City Ordinances are met. The City Council shall have the right to refuse to approve any such plans for specifications or proposed use of the premises for any reason which the City Council, in its sole discretion, may deem in the best interests of the Park and the Owners or lessees or prospective owners or lessees of other properties therein.

ARTICLE IV

DEVELOPMENT STANDARDS

A. Buildings.

1. The front facade and streetside facades shall include brick, stone, architectural concrete panels, architectural metal, architectural wood and/or glass. Unfaced concrete block, structural concrete, prefabricated metal siding, and the like are discouraged from such facade areas. The use of these materials shall only be in a manner approved by the Committee. Special consideration will be exercised for structures built on a corner lot.
2. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in materials, color, and/or texture when permitted, shall occur at points relating to the massing, fenestration or overall design concept of the building.
3. All electrical and air conditioning structures, including towers and air handling units, regardless of location and whether on the roof or otherwise, shall be concealed by landscaping or by decorative screening materials which form an integral part of the design.
4. No building shall be painted, repainted, stuccoed or be surfaced with any material unless and until the Committee approves the color and/or material in writing.

All present and future vehicular parking, including trucks, trailers, employee and visitor parking shall be provided on the premises and shall comply with all the provisions of the applicable Stoughton City Zoning regulations.

1. Surfacing: All areas intended to be utilized for parking space and driveways shall be surfaced with bituminous asphalt or concrete. Plans for surfacing and drainage of driveways and stalls for five (5) or more vehicles shall be submitted.
2. Distance From Intersection: No curb cut access shall be located less than 30 feet from the intersection of two or more street right of ways. This distance shall be measured from the intersection of lot lines.
3. Curb Cut Width: No curb cut access shall exceed 34 feet in width unless approved by Committee.
4. Distance Between Curb Cuts: Driveway access curb opening on a public street shall not be located less than 40 feet from one another.
5. Number of Curb Cuts: The number and location of curb cuts shall be as determined by the Committee taking into consideration traffic flow, safety concerns, and the needs of the business.
6. Curbing: All off-street parking shall have a perimeter concrete curb and gutter around the entire parking lot unless the site plan shows that runoff from the parking lot will not cause erosion or adversely affect adjacent properties.
7. Striping: All parking stalls shall be marked with painted lines not less than four (4) inches wide.
8. No Parking Areas: No parking areas will be permitted within the building set back lines with the following two exceptions:
 - a. Office employee and visitor parking may be permitted within the front yard set back lines subject to approval of the Committee.
 - b. Lots bounded by more than one road may have parking areas within the building set back lines along roads other than the one on which the building fronts subject to approval of the Committee.
9. Circulation Between Bays: Parking areas shall be designed so that circulation between parking bays or aisles occurs within the designated parking lot and does not depend upon a public street. Parking area design which requires backing into the public street is prohibited.

10. Driveway Setbacks: Internal driveways shall be a minimum of ten (10) feet from all side and rear lot lines.

C. SIGNS

A scale drawing of any sign, trademark or advertising device to be used on any lot or the exterior of any building or structure will be submitted to the Committee in triplicate for the written approval by the Committee. Normally, the occupant's trademark and/or trade name may be displayed on the building in the manner in which they are generally used by the occupant.

D. LANDSCAPING

1. The Front Yard Set back area of each site shall be landscaped with an effective combination of street trees, trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. The entire area between the curb and a point ten (10) feet in back of the front property line shall be landscaped, except for any access driveway in said area. Notwithstanding the above, the entire area between the right-of-way and the building setback line of any property fronting on Park Streets shall be densely landscaped with a combination effective visual screen on all use areas with the exception of the building facade.

2. Side and Rear Yard Setback Areas not used for parking or storage shall be landscaped utilizing ground cover and/or shrub and tree materials.

3. Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition and shall be landscaped if required by the Committee.

4. Areas used for parking shall be landscaped and/or fenced in such manner as to interrupt or screen said areas from view from access streets, freeways, and adjacent properties. Plant materials used for this purpose shall consist of lineal or grouped masses of shrubs and/or trees.

E. OUTDOOR STORAGE

All outdoor storage shall be visually screened from access streets and adjacent property. Said screening shall form a complete opaque screen up to a point eight (8) feet in vertical height but need not be opaque above that point. Outdoor storage shall be meant to include parking of all company owned and operated motor vehicles, with the exception of passenger vehicles. No storage shall be permitted between a frontage street and the Building Line.

No materials, supplies or products shall be stored or permitted to remain on the premises outside a permanent structure without the prior written consent of the Committee.

F. REFUSE COLLECTION AREAS

All outdoor refuse collection areas shall be visually screened from access streets and adjacent property by a complete opaque screen. No refuse collection areas shall be permitted between a frontage street and the building line.

G. POLLUTANTS

Occupants of the Park shall not cause or make any excessive noise, odors, harmful sewage or vibration that could be deemed objectionable to other occupants and that would conflict with the purposes or restrictions of the Park, and shall not create or maintain a nuisance. Each occupant must provide for trash disposal from his building.

H. BURNING

No rubbish may be burned on the premises within the Park except in an incinerator especially constructed and designated for this operation and approved by the Committee and the Wisconsin Department of Industry , Labor and Human Relations and the City of Stoughton Fire Chief.

I. ARCHITECTURAL REVIEW

Architectural review by the Committee will take into account the appearance of all buildings, parking areas and storage areas.

ARTICLE V

MAINTENANCE

A. OWNERS RESPONSIBILITY

Each lot owner shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall keep all grass, trees, shrubbery in good appearance at all times and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each lot owner shall provide for the removal of trash and rubbish from his premises.

B. CONSTRUCTION RESPONSIBILITY

During construction it shall be the responsibility of each lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the likes are kept in a neat and orderly manner. Erosion control is required to contain runoff during construction.

The City agrees to maintain all undeveloped land owned by it within the Park in a manner compatible with the provisions of this Article V.

ARTICLE VI

PERFORMANCE STANDARDS

Any use in the Stoughton Business Park North shall comply with the following regulations:

A. NOISE

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

B. AIR CONTAMINANTS

No smoke, soot, flash, 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 outdoor atmosphere alone or in any combination, in such quantities and of such duration that they would interfere with the safe and comfortable enjoyment of life or property or any use permitted in this Business Park. The limits on emission for particular contaminants shall be determined and enforced as provided for under the State of Wisconsin Department of Natural Resources Administrative Code No. 154.02.

C. LIQUID AND SOLID WASTE

Any disposal of wastes on the property shall be done in such a manner that it will conform to the regulations of this section. No wastes shall be discharged into a storm sewer or roadside ditch or drainage area except clear an unpolluted water. All liquid waste disposal shall be in conformance with the State of Wisconsin Division of Health Administrative Code Chapter 62, State of Wisconsin Department of Natural Resources Administrative Code NR 125.01.

D. GLARE AND HEAT

There shall be no reflection or radiation, directly or indirectly of glare or heat beyond the boundary of this Business Park under any conditions, nor beyond the property line if it would adversely affect any other use within the Park. The State of Wisconsin, Division of Health Administrative Code Chapter 57 shall apply to the Business Park and be conformed to.

Vibrations produced on site shall not adversely affect adjoining properties in order to prevent the creation of nuisances and to promote the general welfare of the public. No vibration shall be produced which is discernible through the air or through the ground which extends past the property boundaries.

ARTICLE VII

WAIVER OF INVALIDATION

Any waiver of failure to enforce any provision of these covenants and restrictions in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Park or of any other provisions of these covenants and restrictions. Invalidation by Court adjudication of any provision of these covenants and restrictions shall not affect the validity of any other provision, and all other provisions thereof shall remain in full force and effect.

ARTICLE VIII

COVENANTS RUN WITH LAND - ENFORCEABILITY

- A. The foregoing covenants and restrictions shall run with, bind and insure to the benefit of all of the lands in the Park whether hereafter conveyed by the owners thereof, including the City, or any one of them, as such owners, or retained by the City. All persons who own any lands in the Park covenant and agree to hold such land subject to all the terms, provisions and conditions of these covenants and restrictions and that any and all sales, leases, mortgages or other dispositions of such land or any part thereof shall be subject to these covenants and restrictions. The City reserves the right, however, from time to time hereafter to delineate, plat, grant or reserve within the Park such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as City may deem necessary to desirable for the development of the Park (and from time to time change the location of the same) free and clear of these restrictions and covenants, and to dedicate the same to public use or to appropriate public utility corporations.
- B. Said covenants and restrictions shall be jointly and severally enforceable by the City and its successors and assigns and by any of the owners of lands within the Park, and their heirs, personal representatives, successors and assigns, provided however, that only the City, or its assignees, under Article X hereof, shall have the right to exercise the discretionary powers herein reserved to the City.
- C. Violation of any of said restrictions or conditions, or breach of any covenant or agreement herein contained shall give the City or its assignees under Article X, in addition to all other remedies, the rights (but not the obligation) to enter upon the land as to which such violation or breach exists and summarily to abate and

remove any erection or thing or correct any condition that may constitute such violation or breach at the expense of the then owner of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty days after delivery of notice of such violation or breach has occurred or in the alternative within thirty days after mailing such notice, by registered or certified mail, postage prepaid, to the record owner of such premises at this or its last known address.

ARTICLE IX

NOMINEES AND SUCCESSORS OF THE CITY

The City may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate. It may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements and estates reserved to it by this Declaration of Restrictive Covenants and Restrictions to any one or more corporations, associations, committees or persons that will accept the same. Any such assignment shall be in writing, recorded in the office of the City Clerk and the assignee shall join therein for the purpose of evidencing its acceptance of the same, and such assignee shall thereon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the City, and the City shall thereupon be released therefrom.

ARTICLE X

INTENT

It is the intent of the City that this declaration and the provisions thereof herein contained shall affect only those lands which are specifically described herein and shall not in any way affect any adjoining lands, unless by means of a separate instrument, this declaration (by reference) is imposed on adjoining lands and who desire to adopt this declaration as being applicable to such additional lands described in that instrument and duly recorded.

All parties have executed this instrument on this 28 day of March, 1994.

CITY OF STOUGHTON

Helen J. Johnson
Helen J. Johnson, Mayor

Judy A. Kinning
Judy A. Kinning, City Clerk

Subscribed and sworn to before me
this 28th day of March, 1994

Randi Bersing
Randi Bersing
Notary Public, State of Wisconsin
My commission expires 3/12/95

Legal Description

Stoughton Business Park North, Dane County, Wisconsin.

APPENDIX B

SPOIL MATERIAL

Spoil material excavated or dug on the Park premises shall be removed from the area of the Park.

APPENDIX C

DEFINITIONS

Accessory Building: A building or portion of a building subordinate to the main building but not part of the main building and used for a purpose customarily incidental to the permitted use of the main building.

Accessory Use: A use incidental or subordinate to the principal use of a building and located in the same lot.

City: City of Stoughton.

Business Park Committee: Consisting of seven members, including the City of Stoughton Director of Finance, the City of Stoughton Director of Planning & Development, the Executive Director of Stoughton Tomorrow, and four aldermen, preferably one from each voting district in the City including the alderman from the Planning Commission, charged with the review of the physical design of individual developments, assisting with the meeting of these requirements, and generally expediting the overall process.

Floor Area Ratio (FAR): The total square footage of lot area divided by the total square footage of floor areas on all floors.

Frontage: The smallest dimension of a lot abutting a public street measured along the street line.

Height of Building: The vertical distance from the average curb level in front of the lot or the finished grade at the building line, whichever is higher, to the highest point of the coping of a flat roof, to the deck line of a mansard roof or the average height of the gable of a gambrel, hip or pitch roof.

Mechanical Equipment: Includes air conditioning units, cooling towers, space heaters, ventilators, air compressors, flues, stacks, chimneys and anything else as determined by the Committee.

Planning Commission: The City Planning Commission of Stoughton, Wisconsin.

Setback, Area: The minimum horizontal area between the front, side and/or rear lot line of the building or use, including porches, and the lot lines, or street right-of-way lines, as specified with the Municipal Ordinance.

Setback, Front Yard: The minimum horizontal distance between the front line of the building or use, and the street right-of-way line.

Setback Lines: Lines established adjacent to lot lines or street right-of-way lines for the purpose of defining limits within which any or certain buildings, structures, or uses may not be constructed, maintained or carried on, except as shown herein.

Setback, Rear Yard: The minimum horizontal distance between the back line of the building or use, and the rear lot lines.

Setback, Side Yard: The minimum horizontal distance between the side line of the building or use, and the side lot lines, unless the side line of the building or use is parallel to a street, whereas it shall be a corner side yard setback.

Signs: Any words, letters, figures, numerals, phrases, sentences, emblems, devices, designs, trade names or trademarks by which anything is made known and which are used to advertise or promote an individual, firm, association, corporation, professional business, commodity or product and which is visible from any public street or highway.

Story: That portion of a building included between the surface of a floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it.

For other definitions, see City of Stoughton Zoning Code, Chapter 17.02.

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