

ZONING

219 Attachment 1

Village of Osceola

Airport Business Park Protective Covenants

(see § 219-16D)

Village of Osceola, Osceola Industrial Development Corporation
Declaration of Protective Covenants

The Village of Osceola, Wisconsin (hereinafter referred to as the “Village”), as the owner of real property designated as the Osceola Airport Business Park (hereinafter referred to as the “Park”), does hereby impose upon the real property described above the following conditions, restrictions, covenants and charges which shall run with the land and be binding on and inure to the benefit of the owners of the land, their heirs, personal representatives, administrations, successors and assigns.

The Village, acting through the duly authorized Osceola Industrial Development Corporation (hereinafter referred to as the “OIDC”), intends to keep development desirable, uniform, suitable in architectural design limited to uses specified herein and to achieve a park-like improvement with moderate structural density (building coverage and floor area ratio) and large landscaped areas.

The purpose of these covenants is to provide for the development of business, manufacturing, research and related compatible uses in an attractive and functional setting. The assurance of protection from incompatible, unsightly, or nuisance uses will serve to maintain property values and attract the quality, labor intensive, light manufacturing, business, research and development firms for which the Park has been designed.

In order to establish a general plan for the improvement and development of the Park, the Village desires to impose on it mutual, beneficial restrictions for the benefit of all lands within the Park and for the benefit of the Village of Osceola. The Village hereby declares that the property shall be sold subject to the restrictions and covenants herein set forth.

SECTION A

1. Site Plan Review and Approval. No building, or any improvement or signs, shall be erected, placed or altered on any building site in this Park until the plans for such building or improvement, including site plan, landscape plan, building plan, and specifications, have been approved by the OIDC. Said OIDC shall approve or disapprove such plans with respect to conformity with these restrictions and other applicable enactments of the Village, and with respect to harmony of external design and land use as it affects property within and adjacent to the subdivision.
2. Nuisance Control. No operation, process, manufacturing, or building use in said subdivision shall produce or create excessive noise, light, odor, smoke, vibration, heat, industrial waste or other excessive measurable external nuisance.

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3. Outdoor Storage. No materials, products, supplies, production equipment, company-owned or -operated vehicles, including but not limited to trash and garbage receptacles, shall be stored outside a building unless such items are stored behind a visual barrier in compliance with the following outdoor storage screening criteria:
 - a) Outdoor storage areas must be screened by structures or fences so as to completely conceal all items stored in these areas from adjoining properties and public streets.
 - b) Screening shall be 100% opaque and must consist of materials similar to, and harmonious in color, texture, and design with, the principal building on the lot.
 - c) Screening shall be at least six feet in height, and gates shall be the same height as the structures or fences providing the required screening.
 - d) The total area of outdoor storage, including trash and refuse areas, shall not exceed 50% of the area of the principal building or 10% of the lot area, whichever is less.
 - e) All screening shall be in conjunction with earth berms at least four feet in height together with evergreen and deciduous hedge and over- and understory trees in a buffer strip at least 12 feet in depth. Evergreen varieties of plantings shall consist of at least 50% of the total planting. At planting, hedge material shall be at least 2 1/2 feet in height; deciduous trees shall be at least five feet in height with a minimum of 2 1/2 inches in diameter. Evergreen trees must be at least four feet in height. The screening structures or fences shall be installed behind the earth berm and landscaping.
4. Building lines and setbacks.
 - a) Front. No part or portion of any building shall be erected, constructed or extended nearer than 25 feet to the street right-of-way line, or both street right-of-way lines on a corner lot, of any parcel in said Park. Parking of employees' motor vehicles shall be prohibited at all times within this twenty-five-foot setback area. The entire area shall be turfed and landscaped.
 - b) Rear. No part or portion of any building shall be erected, constructed, or extended nearer than 25 feet to any rear lot line.
 - c) Side. No part or portion of any building shall be erected, constructed, or extended nearer than 25 feet to any interior side lot line.
5. Parking.
 - a) All driveways, parking areas and loading zones shall be surfaced with hot-mixed asphalt, concrete or Portland Cement concrete to prevent windblown dust and provide all-weather surfaces.
 - b) Each owner of a site shall provide adequate off-street parking to accommodate all parking needs for the site. All employee parking will take place in side and/or rear yard lots. Customer/Visitor parking may be permitted in front, up to a maximum of 10 spaces, but no closer than 25 feet away from the street right-of-way. The number, size, dimensions and layout of parking areas shall be approved as part of the site plan. Stall markings shall be provided for all parking spaces. All parking lots containing over 75 stalls shall be designed to incorporate unpaved, landscaped islands in number and dimensions as required by the OIDC.
6. Landscaping. The entire setback area shall be landscaped by the owners and occupant thereof with lawn, trees, shrubs, flowers or similar features. Such landscaping shall be completed no later than 12 months after occupancy. All landscaping shall be done in a suitable manner from an acceptable plan and with the approval of the OIDC so that it will

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produce an acceptable appearance, excepting only those areas as may be required for driveways, visitor parking or walks. All walks shall be of concrete or similar material.

7. Maintenance. All land shall be maintained and kept free of noxious weeds, rubbish and debris by the property owner. It shall be the responsibility of the property owner to keep the grass mowed in the Village right-of-way abutting the owner's property up to the curb/street pavement, as well as on the private portion of the property.
8. Signs. No sign shall be erected or maintained on the property except in conformity with the following and with approval of the Commission:
 - a) Signs visible from the exterior of any building may be lighted, but no signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion without the prior written approval of the Commission.
 - b) Signs shall be restricted to advertising for the person, firm, company, or corporation operating the use conducted on the site or the products produced or sold therein.
 - c) All signs attached to the building shall be flush-mounted. Only one exterior wall sign per business shall be allowed. Total signage shall not cover more than 10% of the wall.
 - d) One freestanding, monument-type ground sign per business shall be allowed. The total size of the freestanding sign shall not exceed 70 square feet per face. The maximum height of all monument signs permitted shall not exceed 10 feet above the center-line street grade. These signs must be set back a minimum of 15 feet from the street right-of-way due to utility easements.
9. Buildings.
 - a) No building construction, site alteration, or outside activity shall commence prior to the approval of a site plan by the OIDC and issuance of a building permit by the Village. All construction, site alteration and outdoor activities must be in accordance with the approved site plan. Any modifications to building(s), the site or outside activities must first be received and approved in the same manner as the original site plan.
 - b) All structures and use areas shall be designed, constructed, landscaped, operated and maintained to be compatible with abutting and surrounding structures and uses.
 - c) Complete architectural design must be given to all facades of all buildings, with all side and rear elevations being given architectural treatment compatible with the front elevation of the building, and all buildings must be approved by the OIDC.
 - d) To establish a standard of quality and maintain architectural integrity, all exterior walls facing streets are to be faced with brick, decorative masonry or equivalent materials from finished grade to roof level. Standard cinder or concrete block shall not be considered sufficient for this purpose. A suitable amount of metal or other trim material will be allowed as approved in the site plan. Steel buildings must have masonry exteriors facing streets, while the steel walls not facing streets must be coated with an earth-tone colored paint.

SECTION B

1. Utility Controls. All utilities shall be underground where feasible. This shall apply to all electric, telephone, gas, water, storm and sanitary sewers, excepting electric lines exceeding 12,000 volts, the location of which must be approved by the Commission.

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SECTION C

1. Deemed to Constitute a Nuisance.

If any party violates any of the covenants, conditions or restrictions contained herein, any other landowner, including the Village, owning property in the Park may institute suit against the violating party to prevent the violation or to recover damages.

Nothing in this paragraph shall limit any legal redress or right of any property owner, including the Village, owning property in the Park to bring such suit. If a judgment or order is obtained which finds that any person has violated any covenant, restriction, or condition, the person so violating shall be responsible for paying all attorney's fees and other expenses of such litigation.

2. Inspection. The Commission, or its representative upon reasonable notice, may from time to time, at any reasonable hour or hours, enter and inspect any property subject to these Covenants to ascertain compliance therewith.

3. Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of these Covenants 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 any other provision of these Covenants. The failure of the Commission or any site owner to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant.

4. Assignment of Commission's Rights and Duties. Any and all rights, powers, and reservations herein contained may be assigned to any person, corporation or association which will assume the duties of the Commission, subject to and duly authorized by the Village Board of Osceola, pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties as are given to and assumed by the O IDC herein. The term "O IDC" as used herein includes all such assignees and their heirs, successors and assigns. If at any time the O IDC ceases to exist and has not made such an assignment, a successor to the O IDC may be appointed in the same manner as these Covenants may be terminated, extended, modified or amended hereunder.

5. Annexation to Include Additional Property. It is understood that the O IDC or the Village Board of Osceola may acquire additional land contiguous with the Property and annex that land so as to come under or be subject to the effect of these Covenants. O IDC may from time to time unilaterally cause separate and additional declarations and agreements to be filed subjecting portions of the additional area of land to Covenants similar to or different from those imposed upon the Property without the need for consent of the site owners, their successors and assigns. All such declarations shall evidence the intent of the O IDC to impose a general scheme of development over the entire tract forming the Project, whether such declarations differ from those contained herein or not. This provision does not in any way obligate O IDC to place these Covenants on any additional land areas.

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6. Mutuality, Reciprocity; Runs with Land. All Covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and site in favor of every other site shall create reciprocal rights and obligations between the respective owners of all sites and privity of contract and estate between all grantees of said site, their heirs, successors and assigns; and shall, as to the owner of each site, his heirs, successors and assigns, operate as Covenants running with the land for the benefit of all other sites. The Commission, subject to and as authorized by the Village Board of Directors of Osceola, reserves the right, however, from time to time hereafter to delineate, plat, grant or reserve within the remainder of the project not hereby conveyed such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the business community (and from time to time to change the location of the same) free and clear of these restrictions and Covenants and to dedicate the same to public use or to grant the same to Polk County and/or appropriate public utility corporations.

SECTION D

1. Severability. The invalidity or unenforceability of any term, condition, or provision of this Declaration for any reason, whether by court order or otherwise, shall in no manner affect the validity or enforceability of any other term, condition, or provision hereof, all of which shall remain full force and effect for the term of this Declaration and any extension thereof.
2. Modification and Amendments. The covenants, agreements, conditions and reservations established herein may be waived, terminated, amended or modified, as to the whole of the Park or any portion thereof, with the written consent of the owners of 75% of the lots, but not less than 60% of the collective property owners in Park, and by resolution duly passed by the OI DC and approved by the Village of Osceola. Such modifications or amendment shall only become effective upon the execution and recording of a written document in the Register of Deeds Office, Polk County, Wisconsin.

EFFECTIVE DATE:

The Protective Covenants shall be in full force and effect upon filing with the Polk County Registrar of Deeds office.

Date recorded: _____