

**VILLAGE OF SAUK CITY
OFFICE PARK
TAX INCREMENTAL FINANCING DISTRICT #7 (TID #7)**

**DECLARATION OF PROTECTIVE
COVENANTS FOR
VILLAGE OF SAUK CITY
OFFICE PARK**

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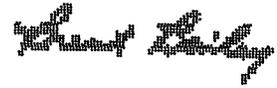
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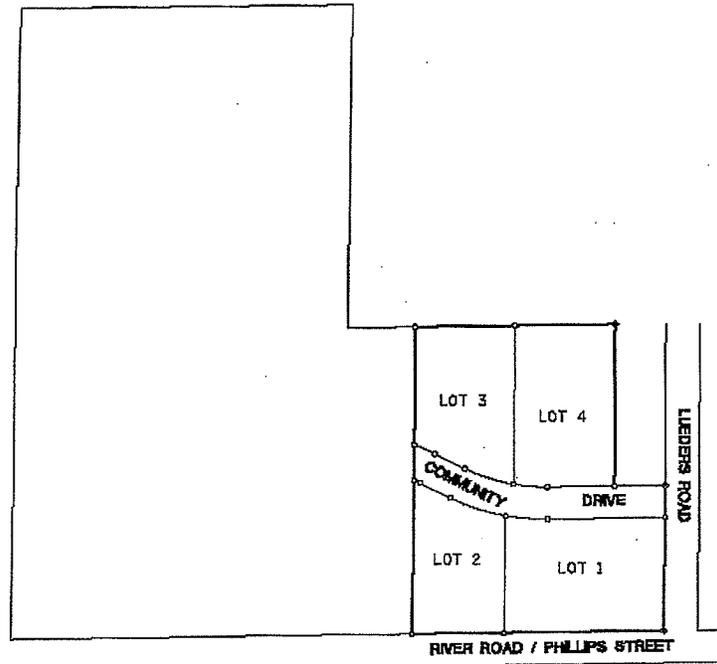
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**DECLARATION OF
PROTECTIVE COVENANTS FOR
VILLAGE OF SAUK CITY
OFFICE PARK**

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APPROVED BY THE SAUK CITY VILLAGE BOARD ON MAY 27, 2008

DECLARATION OF PROTECTIVE COVENANTS

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**DECLARATION OF
PROTECTIVE COVENANTS FOR
VILLAGE OF SAUK CITY
OFFICE PARK**

THESE PROTECTIVE COVENANTS ("Covenants") are made by the Village of Sauk City, 726 Water Street, Sauk City, Sauk County, Wisconsin 53583, as Declarant ("Village" or "Declarant"), shall be recorded in the Sauk County Office of the Register of Deeds, and shall be effective as of the 1st day of June, 2008.

RECITALS

WHEREAS, Village is the owner of property located in the Village of Sauk City, Sauk County, Wisconsin ("Property"), and more particularly described in the Declaration below; and,

WHEREAS, as part of its overall planning for economic development, the Village established Tax Incremental Financing District #7 ("TID 7") and adopted a Project Plan for development of an office park on the Property; and,

WHEREAS, to enhance the value of the Property, benefit owners of any part of the Property, and provide for the orderly and attractive construction of an office park on the Property, the Village wishes to subject the Property to the Covenants set forth herein.

DECLARATION

NOW THEREFORE, in consideration of the above recitals, which are incorporated by reference, and the covenants contained herein, the Village hereby declares that the Property, or any portion thereof, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall bind and inure to the benefit of the Village, its successors and assigns, and to all parties hereafter having any interest in the Property.

1. THE PROPERTY.

The Property shall be known as the Village of Sauk City Office Park (the "Office Park") and is hereby made subject to these Covenants:

Lot 1 of Sauk County Certified Survey Map No. 3420, recorded in Volume 17 on page 3420 as Document No. 636497, Village of Sauk City, Sauk County, Wisconsin.

The Covenants declared herein shall run with the land and shall affect the Office Park and each part thereof and any interest in the Office Park or any part thereof for all purposes, and shall be binding upon and inure to the benefit of Village, its successors and assigns, and all owners, lessees and occupants of property in the Office Park, and to all parties hereafter having any interest in the property and their successors and assigns.

2. USE RESTRICTIONS.

All building Sites or lots ("Sites") within the Office Park shall be used solely for traditional office uses, uses that provide services in support of office use, and such other similar uses that are consistent with Village zoning and expressly approved by the Village Board.

3. NOTICE REGARDING USE OF ADJACENT LANDS; NOTICE REGARDING CONSTRUCTION AND REPURCHASE RIGHTS.

All purchasers of Property in the Office Park are hereby notified that there are residential, industrial and agricultural uses adjacent to and/or in proximity of the Office Park, that such uses are pre-existing and that such uses may be maintained. The agricultural and industrial uses may produce sounds and smells that may be offensive to some; the residential uses may detract from the business impression made by the Office Park. Owners acknowledge that, while such purposes may be inconsistent or incompatible with Office Park uses, Owner is purchasing a Site with full knowledge of such uses.

All purchasers of Property in the Office Park are hereby further notified that these Covenants contain construction and repurchase rights. See Section 10 below. All purchasers are urged to review and carefully consider said rights and obligations prior to buying a Site.

4. APPLICATION, PLANS AND APPROVAL PROCESS.

4.1. APPLICATION PROCEDURE.

A person wishing to construct a building or other structure on a Site within the Office Park ("Owner")¹ shall submit an application to the Village ("Application"). The application shall include a written description of use and operations, preliminary building and Site plans and outline specifications. A checklist of the necessary items to be submitted as part of the Application is contained on the attached Exhibit B, which is incorporated herein by reference.

¹ There may be circumstances where an agent, rather than the owner of the Site, submits an Application. By so doing, the agent is representing himself or herself as the duly authorized agent of the owner of the Site. The Village, in its discretion, may require that the agent disclose who the agent is representing. For convenience, the term "Owner" is used in this Declaration for both the legal owner and agent.

4.2. REVIEW AND APPROVAL PROCESS.

Within forty-five (45) days from the date a complete Application is received by the Village Administrator, the Sauk City Planning Commission shall review the Application utilizing the guidelines contained on the attached Exhibit B, which is incorporated herein by reference, the provisions of these Covenants as well as the general welfare of existing and future Office Park occupants and surrounding property owners. The Planning Commission shall forward its recommendation, in writing, to the Sauk City Village Board. Within thirty (30) days of receipt of the recommendation, the Village Board shall issue its decision approving, approving with conditions or denying the Application. The Owner may appeal the Village Board's decision to the Sauk City Zoning Board of Appeals ("ZBA"), using the same procedures set forth in the Village ordinances. The ZBA shall duly consider the matter and its decision shall be final.

4.3. SECURITY REQUIRED FOR PERFORMANCE.

For all development within the Office Park, the Village Board shall, and hereby does, require from the Owner a Letter of Credit, surety bond, or other adequate security(ies) ("Security"), with terms and in a form acceptable to the Village Board and Village Attorney. The original Security shall be provided to the Village Clerk. All Security shall require that written notice be provided to the Village no less than sixty (60) days prior to expiration or termination of the Security. The Security shall be in an amount no less than the cost of appropriate erosion and storm water management controls, and landscaping and paving work to be performed pursuant to the Application, as determined in the reasonable discretion of the Village Board. The Security is required to assure appropriate erosion and storm water management control (as well as costs of enforcement and/or fines for failure to properly manage storm water on the Site), and installation and maintenance of landscaping and parking lot paving as represented to the Village and approved by the Village Board during the Application review process. In appropriate circumstances,² the Village may require that the Owner extend the term or duration of the Security.

4.4. APPLICATION FEE; THIRD PARTY FEES.

The Owner shall submit with its Application an application fee in an amount established from time to time by resolution of the Village Board. The Owner shall also be responsible for actual third party fees reasonably incurred by the Village for review and monitoring of the Application and its implementation, including engineering, legal, survey and other consultant fees.

² For example, where storms wash out seeding or a harsh winter kills required shrubbery, the Village may require that the Owner extend the Security for an additional season, or the Village will draw against the Security prior to expiration.

5. SITE RESTRICTIONS AND REQUIREMENTS.

All Sites in the Office Park shall comply with Village of Sauk City Municipal Code or ordinances (hereinafter referred to as "Vill. Ord. sec. XXX")³ as well as applicable Sauk County ordinances and Wisconsin State laws.

5.1. SIGNS.

All signs shall comply with Vill. Ord. sec. 365.70. All identity signage shall be submitted to the Plan Commission for review and approval. The Plan Commission shall consider the Sauk City Hwy 12/Phillips Boulevard Design Standards (adopted January 29, 2008, and as may be hereafter amended) when reviewing identity signage.

5.1.1. Signs in the Office Park shall be of approximately uniform height, unless otherwise expressly approved by the Plan Commission for good cause shown.

5.1.2. There shall be no more than one exterior freestanding sign for each Site, unless otherwise expressly approved by the Plan Commission for good cause shown.

5.1.3. Traffic control and directional signage within individual Sites shall be consistent with the identity signage and submitted for approval by the Village Board along with the landscape design.

5.1.4. Traffic control and directional signage within the public right-of-way shall be of the standard type used by the Village and shall be placed by Village personnel, at the Owner's expense.

5.1.5. Flashing signs are expressly prohibited.

5.2. DRAINAGE / STORM WATER AND EROSION CONTROL.

The Owner retains responsibility for appropriate drainage / storm water and erosion control of the Site, as required by law and set forth herein.⁴ The general drainage patterns established by the Village in the development of the Office Park shall not be changed without prior approval.

Storm water discharge rate control for the entire Office Park is provided by the Village detention basins. Specific Site drainage, erosion control and grading plans

³ References in this Declaration are to the ordinance in effect on April 15, 2008, as same may be amended from time to time. The ordinance that applies to a particular Application is the ordinance in effect at the time that a complete Application is received by the Village.

⁴ In the event of a conflict between a requirement set forth herein and one mandated by law, the stricter requirement shall apply.

shall be submitted as part of the Application and will be reviewed by the Village Engineer or other consultant. However, such review shall not constitute an undertaking by the Village of responsibility for meeting storm water and erosion control standards. It remains the Owner's responsibility to assure that storm water drainage from the Site is and shall remain in compliance with the most restrictive of Wisconsin Department of Natural Resources rules and regulations and Village ordinances.

To the greatest degree practical, runoff from rooftops and impervious surfaces shall be routed to vegetated areas to promote infiltration or captured and recycled as allowed by applicable plumbing codes.

The Owner shall be responsible for:

- 5.2.1. Prevention of erosion of its Site;
- 5.2.2. Control of runoff of silt, debris or sedimentation from its Site onto adjacent properties or drainage systems;
- 5.2.3. Removal of any such silt, debris or sedimentation; and,
- 5.2.4. Repair of any damage to the Site or adjacent property by such runoff, erosion or sedimentation from the Site.

In the event an Owner fails to comply with any of the foregoing obligations within a reasonable period of time, as determined by the circumstances, the Village may, in its sole discretion but without any obligation to do so, perform such obligations. If the Village performs the work, all costs incurred shall be assessed to the Owner as a special charge or assessment and added to the Owner's property tax bill for the Site. The Owner hereby waives its right to contest any such assessment.

5.3. EXCAVATION.

Excavation is not permitted except in connection with construction of improvements. All exposed openings shall be backfilled and disturbed ground re-graded, leveled and restored to original condition or landscaped in accordance with an approved plan.

5.4. TEMPORARY STRUCTURES.

No temporary structures are permitted on a Site without prior approval of the Plan Commission, except those belonging to construction companies during periods of construction.

5.5. LIGHTING PLAN.

Lighting plans for each Site shall be submitted for review and approval by the Plan Commission. The Plan Commission shall consider the Sauk City Hwy 12/Phillips Boulevard Design Standards (adopted January 29, 2008, and as may be hereafter amended) when reviewing the lighting plan.

5.6. STORAGE.

No outside storage of any kind shall be permitted unless such storage is approved by the Plan Commission and is visually screened. Said storage shall be limited to the rear two-thirds of the Site and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the Site outside the building. No storage of fuel oil or other bulk fluids is permitted, without prior approval.

5.7. GARBAGE AND REFUSE CONTAINERS.

Garbage and refuse containers shall be screened from view with approved enclosures. All such storage areas shall have concrete floors and approach, and shall be sufficient in size to contain all refuse generated on each Site.

5.8. ROOF MOUNTED EQUIPMENT.

Roof mounted equipment shall be so located and/or screened and/or painted to minimize visibility from streets and adjacent Sites. Solar panels and other alternative energy devices shall be reviewed on an individual basis.

5.9. FENCING.

No fences shall be constructed on any Site without prior approval by the Plan Commission. Fencing shall be constructed only of permanent materials such as pressure treated wood or masonry, and shall require prior approval by the Village in every instance. This requirement is in addition to any requirements that may be established by Village ordinances.

6. PARKING.

6.1. GENERALLY.

Each Site shall be provided with adequate paved off-street automobile parking as approved by the Plan Commission and in compliance with Vill. Ord. sec. 365.83. No parking will be permitted on any street, driveway or any other place in the Office Park or on a Site other than in an approved parking space. With the

exception of construction trailers in use on the Site, overnight parking of campers, mobile homes, boats, trailers and similar vehicles is prohibited.

Parking lot plans and configuration shall be reviewed and subject to approval by the Plan Commission. The Plan Commission shall consider the Sauk City Hwy 12/Phillips Boulevard Design Standards (adopted January 29, 2008, and as may be hereafter amended) when reviewing parking lot plans and configurations.

6.2. REQUIREMENT TO PAVE SURFACES.

All parking surfaces, walkways and driveways shall be paved with a bituminous or concrete surface. Pervious concrete pavement may be utilized for parking areas. Design of pervious concrete pavements shall be submitted for approval by the Village.

6.3. PARKING LOT SETBACKS.

Parking lots shall have the following setbacks:

6.3.1. Twenty-five (25) feet front yard setback; and,

6.3.2. Zero (0) foot side yard and rear yard setback.

7. LANDSCAPING.

7.1. GENERALLY.

The Village's intent is that all areas not devoted to building or parking in the Office Park be landscaped so as to provide a park-like business setting. To that end, all open spaces shall be dustproofed, surfaced, landscaped, or rockscaped.

Landscaping, as approved by the Village, shall be installed within 6 months of occupancy or substantial completion of the building, whichever occurs first, weather and appropriate planting seasons permitting. The Owner shall subsequently maintain said landscaping. No landscaping shall be permitted to obstruct intersection sight lines or driveways used for vehicular traffic.

All unused land on a Site shall be landscaped, maintained and kept free of noxious weeds, unsightly plant growth, stored material, rubbish and debris. The Site shall be kept mowed to a length of not longer than six (6) inches and noxious weed free. Noxious weeds shall be defined as in Wis. Stats. § 66.0407.

7.2. BUILDING SETBACKS AND REQUIREMENTS FOR SETBACK AREAS.

Buildings shall have the following setbacks:

7.2.1. Twenty-five (25) foot front and rear yard setback; and,

7.2.2. Fifteen (15) foot side yard and rear yard setback.

The required setback area from any dedicated or reserved public street shall be devoted solely to lawns, trees, and/or shrubs, walkways and/or parking, all in a design approved by the Village.

8. UTILITY CONNECTIONS.

8.1. INSTALLATION.

All utility connections, including for purposes of these Covenants all electrical, gas, telephone connections, cable and data connections and other installations of wires or similar conduits to buildings, shall be made underground. No transformer, electric, gas or other meter of any type, or other apparatus shall be located on any power pole. All transformers and meters shall be placed on or below the surface of the property and, where placed on the surface, shall be adequately screened. All such installations shall be included and shown as a part of the Application, and shall require approval by the Village.

8.2. EASEMENTS.

Utility and drainage easements shall be recorded with the Register of Deeds for Sauk County, Wisconsin. Said easements may also appear on the final recorded maps of the Office Park.

The Village and its assigns may also utilize any area designated as "drainage and easements" on any plat or certified survey map of the Office Park or Site(s), or located within ten (10) feet of any boundary line or Site line, for utility purposes, all at no additional cost to the Village.

9. MAINTENANCE.

9.1. GENERAL SITE MAINTENANCE.

The owner of a Site shall have the duty of, and responsibility for, keeping the premises, buildings, improvements, appurtenances and landscaping of the Site in a well maintained, safe, clean and attractive condition at all times.

9.2. SITE MAINTENANCE DURING CONSTRUCTION.

During construction it shall be the responsibility of each Owner to insure that construction Sites are maintained so as to be safe, and kept free of unsightly accumulations of rubbish and scrap materials.

10. CONSTRUCTION OBLIGATION AND REPURCHASE RIGHTS.

10.1. CONSTRUCTION OBLIGATION.

In the event that construction of improvements approved by the Plan Commission has not been commenced within six (6) months of the date of closing the sale of any Site, then, until such construction is commenced, the Village shall have the option (the "Commencement Option") of repurchasing the Site from the Owner. Commencement of construction is defined as construction of structural framing above ground level. To exercise the Commencement Option, the Village shall provide written Notice of Exercise of Option to Owner at Owner's last known address as listed on the tax roll, including the date of repurchase closing. Notice shall be deemed to be received two (2) days after deposit of the notice, postage prepaid, in the U.S. mail. Notice may also be given in person or via a commercial delivery system that tracks delivery, in which case notice shall be deemed given on the actual date of delivery. The repurchase, as described in Section 10.2 below, shall occur within sixty (60) days of delivery of Notice of Exercise of Option.

If, after commencing construction work on any Site, substantial construction ceases for a period of one hundred eighty (180) consecutive days at any time before the completion of construction as provided in Owner's approved Application ("Cessation of Construction"), the Village shall have an option to repurchase the Site at any time within one (1) year of cessation of construction (the "Construction Option"). To exercise such Construction Option, the Village shall provide Owner with notice as set forth above. Repurchase, as described in Section 10.2, shall occur within sixty (60) days of Notice on the date specified in the Notice.

If Owner does not complete construction of the improvements as described in the approved Application and obtain an occupancy permit for the improvements within eighteen (18) months of the date of closing the purchase of the Site, the Village shall have an option (the "Completion Option") to repurchase the Site. Construction shall be deemed complete when the business enterprise utilizing the Site is open to the public and ready for business. To exercise the Completion Option, Village shall provide written Notice of Exercise of the Completion Option within one hundred eighty (180) days after the expiration of the eighteen (18) month period. Repurchase, as described in Section 10.2 below, shall occur within sixty (60) days of Notice on the date specified in the Notice.

10.2. TERMS OF REPURCHASE.

If the Village exercises any of the options described in Section 10.1, at repurchase closing the Owner shall tender a warranty deed free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded easements for public utilities and Covenants approved by the Village, in exchange for a sum equal to Owner's purchase price (the purchase price paid by Owner, or its predecessor, to the Village) for the Site less any unpaid real estate taxes, the proration for the then current year's real estate taxes and the title insurance premium. Owner shall provide the party exercising the option with a title insurance policy for the full amount of Owner's purchase price. Owner shall not receive any compensation for expenditures made by Owner to improve the Site, including Site preparation, construction, materials and labor for construction, architectural, engineering, legal and/or surveying fees, nor for any other expense incurred by Owner.

In the event of repurchase as provided in this section, Owner shall also be liable to the Village for all reasonable costs and expenses incurred in retaking and restoring the Site to marketable condition, and such costs and expenses shall be deducted from the amount of the purchase price paid to the Owner. Owner consents to enforcement of the obligations described in Section 10.1 by action for specific performance.

10.3. RIGHT OF FIRST REFUSAL TO REPURCHASE VACANT LAND.

In the event that any Owner desires to convey a vacant Site (the "Vacant Site"), at any time within eighteen (18) months of closing, Owner shall first give the Village the right to purchase the Vacant Site at Owner's original purchase price and on the same terms and conditions as Owner's purchase. Within thirty (30) days of receipt of written notice ("Notice") that Owner wishes to convey a Vacant Site, Village shall notify Owner of its decision concerning repurchase. If Village decides to repurchase, closing shall occur within sixty (60) days of Village's receipt of Notice. If the Village is repurchasing a portion of a Site, the purchase price shall be prorated to reflect the total square footage of the Vacant Site as compared to the total original square footage of the Site purchased by Owner.

11. APPROVALS.

Unless otherwise expressly stated, all references to approvals by the "Village" mean approval by the Plan Commission of the Village of Sauk City. Approvals by the Village shall be in writing, whether that writing is in the form of meeting minutes or prepared by the Village Administrator in a separate document. Written approval by the Village of Sauk City of a particular use or action shall be conclusive evidence of compliance with these Covenants to the extent any use or action so approved is not in violation of any law, ordinance or governmental regulation.

12. DISCLAIMER OF LIABILITY.

The Village of Sauk City, its officers, trustees, committee members, agents, employees, shall not be liable to any person or entity submitting an Application for approval, or seeking any other approval under these Covenants, or to any other person or entity affected by these Covenants, by reason of engineering, architectural or technical errors or omissions in the Applications or materials submitted for approval. The Village shall not be deemed to provide architectural or engineering services in the review and approval of Applications, or in any other manner. The Village shall not be responsible for inspection improvements during construction or for ensuring compliance with approved Application.

13. TERM AND AMENDMENT OF COVENANTS.

13.1. TERM OF COVENANTS.

These Covenants shall remain in force for twenty (20) years from the date hereof. Thereafter, these Covenants shall renew automatically for successive periods of five (5) years each unless terminated by a majority vote of the total number of votes available in the Office Park, *provided that the Village consents to termination*. Each Site's Owner shall be entitled to one (1) vote.

13.2. AMENDMENT OF COVENANTS.

These Covenants may, at any time, be terminated, extended, modified or amended, with a written affirmative vote of fifty-one percent (51%) of the total number of lot Owners in the Office Park, provided, however, that, *no such termination, extension, modification or amendment shall be effective without the written approval of Village. THESE COVENANTS MAY NOT BE TERMINATED, EXTENDED, MODIFIED OR AMENDED WITHOUT THE VILLAGE'S WRITTEN CONSENT.*

14. ENFORCEMENT.

14.1. BY LEGAL ACTION.

These Covenants may be enforced at law or in equity by the Village for the recovery of damages or injunctive relief, or both. However, if any Owner shall file with the Village a written petition for enforcement or commencement by it of proceedings to enforce these Covenants and the Village shall fail to act accordingly within thirty (30) days, or shall refuse such petition, then such petitioner may, within a period of one hundred eighty (180) days after filing such petition, commence an action or proceeding against the violating Owner in law or in equity for enforcement or for damages arising from any violation of these Covenants. The Village shall have no liability to any person or entity for failure or refusal to enforce any provision of these Covenants.

14.2. RIGHT TO ACT ON OWNER'S BEHALF.

In addition to the foregoing remedies, the Village may undertake the obligations of any Owner arising under these Covenants. The right to act on Owner's behalf shall arise if the Owner has not acted to correct a violation concerning drainage / storm water and erosion control, or concerning maintenance, or any other provision herein, after receipt of notice of violation from the Village and an opportunity to cure the violation, as provided in relevant sections of this Declaration, respectively. If the Village performs the work, all costs incurred shall be promptly paid by the Owner or may be assessed by the Village as a special charge or assessment against the Site.

15. EFFECT OF INVALIDATION OF ANY PROVISION.

In any event that any provision of these Covenants shall be held to be invalid by any Court, the invalidity of such provision shall not affect the remaining provisions of these Covenants, which shall continue in full force and effect to the extent enforceable.

16. WAIVER OF RIGHTS.

The failure of the Village or any Owner to enforce any provision of these Covenants shall not be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

17. INSPECTION.

The Village may, from time to time, at any reasonable hour or hours, enter and inspect any Site or improvements to ascertain compliance with these Covenants. The Village shall use its best efforts not to compromise security measures and shall strive not to interfere with normal conduct of business when inspecting property under this provision.

18. RIGHT TO RE-SUBDIVIDE.

At the time of purchase of a Site from Village, such Site shall be considered as a single building Site for all purposes hereunder. Re-subdividing of such Site by Owner shall not be permitted without prior approval of the Village.

19. VILLAGE RIGHTS OF APPROVAL.

All pertinent requirements of governmental agencies shall be applicable to the development of the Office Park and all construction in the Office Park must be approved by the Village according to applicable building and zoning codes and regulations as set forth in the Village of Sauk City's ordinances. In the event of a conflict between requirements, the stricter requirements shall apply.

20. SURVIVAL AND CONTINUATION OF VILLAGE'S RIGHTS.

The rights of Village under these Covenants shall NOT terminate upon the sale by Village of all property in the Office Park. **IT IS THE VILLAGE'S EXPRESS DECLARATION THAT THE VILLAGE'S RIGHTS HEREUNDER SURVIVE AND CONTINUE UNLESS EXPRESSLY TERMINATED BY A WRITTEN NOTICE OF TERMINATION APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SAUK CITY, FOLLOWED BY RECORDING OF SUCH NOTICE AT THE SAUK COUNTY REGISTER OF DEED'S OFFICE.**

21. REAL ESTATE AND PERSONAL PROPERTY TAXES.

It is understood that, as of the effective date, the Property subject to these Covenants in the Office Park is located within a Tax Incremental Finance District and that any purchaser, as well as any successors or assigns, shall be responsible for payment of real and personal property taxes, or a payment in lieu thereof in equal amount, notwithstanding any other provisions of law. This condition shall run with the lands conveyed as part of the Office Park because of the Tax Incremental Finance District and because the property is being sold at below market value. This condition shall terminate at such time as the Tax Incremental Finance District is closed.

22. RIGHTS OF MORTGAGEES.

No breach or violation of these covenants, conditions and restrictions shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value with respect to the development or permanent financing of any lot or portion thereof; provided that all of these restrictions shall be binding upon and effective against any subsequent Owner of the property or any portion thereof whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise pursuant to such lien rights. The lien of an assessment is hereby subordinate to the lien of any purchase money mortgage on a Site in the Office Park, provided that the mortgage secures only funds actually advanced to the lot owner (or its predecessor) for purposes relating to the Site, or the improvements, fixtures or equipment located thereon.

EXHIBIT "A"**GUIDELINES FOR SITES AND BUILDINGS IN
SAUK CITY OFFICE PARK****Aesthetic Evaluation**

The intent or purpose of this section is to provide principles and standards for use by the Village Board in the preparation and review of Site and building plans proposed within the Office Park with emphasis on and the primary objective being the heightening of the visual character of the Sites and buildings proposed and, thereby, the entire community. It is understood that such visual enhancement is also expected to be maintained over time and not be only an initial accomplishment to be forgotten.

1. No building shall be permitted wherein the design or exterior appearance of such is unorthodox or of an abnormal character, size or shape in relation to its surroundings so as to be unsightly or offensive to general accepted taste and community standards.
2. No building shall be permitted that creates extreme variation in the height of buildings in close proximity to one another (that is, one right, one left), without the express approval of the Village.
3. No building shall be permitted wherein the design or exterior appearance of such is of an identical nature to those adjoining so as to create excessive monotony or drabness.
4. Certain building materials present a visual statement of strength and permanence to the immediate environment and to the community and will be encouraged, while materials that make a building or structure appear temporary will be discouraged.
 - 4.1. **Preferred exterior finish materials:** kiln-fired brick, stucco, wood siding and details, and fiber cement siding.
 - 4.2. **Allowed exterior finish materials:** high quality cultured stone, brick veneer, split-faced concrete masonry units (CMUs) or EIFS, white or colored concrete, approved architectural panels and exterior finishes (such as SV12 panels, phenolic resin panels, perforated metal panels and others, all only when approved by the Village).
 - 4.3. **Preferred façade colors:** muted tones; natural colors.
 - 4.4. **Prohibited façade colors:** day-glo or fluorescent colors.
 - 4.5. **Discouraged façade colors:** bright colors for primary façade color. Bright colors are acceptable as a secondary color to highlight expression lines or details.

- 4.6. Prohibited materials:** gravel aggregate materials, smooth-faced CMUs, vinyl siding.
5. No side or facade of a building or structure is exempt from public view and, consequently, all sides or facades should be visually pleasing and architecturally and aesthetically compatible.
 6. No building or sign shall be permitted to be Sited on the property in a manner which would unnecessarily destroy or substantially damage the natural beauty and aesthetics of the Office Park, particularly insofar as it would adversely affect values incident to ownership of land in the Office Park or which would unnecessarily have an adverse effect on the aesthetics of existing structures on adjoining properties.
 7. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure.
 8. Principal and accessory buildings, lighting, landscaping and signage presented for review shall be carefully designed so as to compatibly integrate architectural style, size, shape, building material, color and texture, landscaping, lighting and signage.
 9. Lighting of a Site shall be located and shielded as necessary so as to illuminate only the Site and not be a nuisance or hazard to the other Sites or general public. Photometric plans shall be required to assure that lighting is dark sky compliant.
 10. The Village shall consider the Sauk City Hwy 12/Phillips Boulevard Design Standards (adopted January 29, 2008, and as may be hereafter amended) when completing its aesthetic evaluation and determining that these guidelines are met.

EXHIBIT "B"
CHECKLIST FOR APPLICATION

The Applications shall include **fifteen (15)** sets of written and scaled drawings as outlined below:

1. Description of proposed use and operation.
2. Site plan, indicating building location, topography, drainage, survey description, parking layout, driveway and access locations, Site lighting and exterior storage screening and locations.
3. Drainage and erosion control plan.
4. Landscape plan, stamped by a registered landscape architect.
5. Floor plan(s) with locations for loading docks and utility meters indicated.
6. Drawings showing all exterior building elevations indicating building materials, colors and building heights.
7. Building and Site improvement specifications including types of construction materials, color and manufacture.
8. Sign design and specifications.
9. Site and building lighting (exterior) design and specifications.
10. An exterior lighting plan approved by the Village Board.
11. Specific Site drainage, erosion control and grading plans must be submitted as part of the Application.
12. The proposed location of all storage and garbage containers.
13. All Utility installations shall be included and approved as part of the Application.
14. The street address, email address, telephone and fax number of the Owner or other person designated to receive the response of the Village Board shall be included with the submission of the Application.