

**SECOND AMENDED
DECLARATION OF PROTECTIVE
COVENANTS FOR THE VILLAGE
OF SAUK CITY BUSINESS PARK**

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Drafted by:
Attorney Timothy M. Homar
Geier Homar & Roy LLP
635 Water St.
Sauk City, WI 53583

**Second Amended Declaration Of Protective Covenants
For The
Village Of Sauk City Business Park
(f/k/a Village Of Sauk City Office Park)**

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**Second Amended Declaration of Protective Covenants
for the Village of Sauk City Business Park
(f/k/a Village of Sauk City Office Park)**

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS amends and modifies the Amended Declaration of Protective Covenants for Village of Sauk City Office Park, adopted on July 27, 2021 and recorded with the Register of Deeds for Sauk County on July 28, 2021 as Document No. 1222106. This Second Amended Declaration shall be effective as of the date recorded.

RECITALS

WHEREAS, pursuant to Section 13.2 of the Amended Declaration of Protective Covenants dated July 27, 2021, the Covenants may be terminated, modified, or amended with a majority vote of the total number of votes entitled to be cast and with written approval of the Village of Sauk City (“Declarant”);

WHEREAS, a majority of the total votes of lot Owners, including the Village of Sauk City, desires to terminate, modify, and amend certain provisions of the Covenants to expand the allowable uses of the lots in order to foster development of the lots and enhance the value of the lots while maintaining an orderly and aesthetically attractive development.

SECOND AMENDED DECLARATION

NOW THEREFORE, in consideration of the above recitals, which are incorporated by reference, and the amended covenants contained hereunder, the undersigned hereby declare that the Property, or any portion thereof, shall be held, sold, conveyed, transferred, used and improved 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 following Property shall be known as the Village of Sauk City Business Park (the “Business Park”) and is hereby made subject to these Second Amended Covenants:

Lots 1, 2, 3, and 4 of Certified Survey Map No. 5713, as recorded in Volume 33 of Certified Surveys on page 5713 in the office of the Register of Deeds for Sauk County, Wisconsin;

and

Lots 2 and 3 of Certified Survey Map No. 6193, as recorded in Volume 36 of Certified Surveys on page 6193 as Document No. 1079478 in the office of the Register of Deeds for Sauk County, Wisconsin.

and

Lots 1 and 2 of Certified Survey Map No. 7116, as recorded in Volume 44 of Certified Surveys on page 7116 as Document No. 1231567 in the office of the Register of Deeds for Sauk County, Wisconsin.

(All lots originally part of Lot 1 of Sauk County Certified Survey Map No. 3240, 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 Business Park and each part thereof and any interest in the Business 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 Business Park (each owner of a lot hereafter referred to as "Owner"), and to all parties hereafter having any interest in the property and their successors and assigns.

2. USE RESTRICTIONS.

All lots ("Sites") within the Business Park shall be used primarily as interior clean business work space or as expressly permitted in this paragraph. "Interior clean business work space" is intended to mean interior space that is used by employees of a business to conduct work that is primarily professional services, research & development, clean production, e-retail, information technology services, or such other similar uses that do not generate noise, odors, vibrations, exhaust, or fumes beyond the interior work space. It is not intended to include businesses that rely primarily on in-person retail customer traffic. However, a site may be used for high-end commercial-quality owner or lessee vehicle showcase-storage, provided each showcase-storage unit is: (i) a minimum of 1,200 sq. feet; (ii) fully-insulated; (iii) wired for 100-amp electrical service at a minimum; (iv) plumbed for a bathroom and sink; and (v) built to accommodate a code-compliant HVAC system; and further provided that any vehicle service, repair, cleaning, or detailing is performed inside and is limited to the unit owner's or lessee's vehicle(s) stored on the property. This express use permission shall not be construed to allow automotive sales, automotive services or repair, or self-storage units as uses within the Business Park.

3. NOTICE REGARDING USE OF ADJACENT LANDS; NOT REGARDING CONSTRUCTION AND REPURCHASE RIGHTS.

All purchasers of Property in the Business Park are hereby notified that there are residential, industrial and agricultural uses adjacent to and/or in proximity of the Business 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 Business Park. Owners acknowledge that, while such purposes may be inconsistent or incompatible with Business Park uses, Owner is purchasing a Site with full knowledge of such uses.

4. APPLICATION, PLANS AND APPROVAL PROCESS.

Any Owner wishing to construct a building or other structure on a Site within the Business Park shall adhere to the requirements of all Village ordinances and specifically the site approval process under Article XI of Chapter 365. Site plans shall include the items shown on Exhibit B as part of the Owner's application for site plan approval.

5. SITE RESTRICTIONS AND REQUIREMENTS.

All Sites in the Business Park shall comply with Village of Sauk City Municipal Code or ordinances (hereinafter referred to as "Vill. Ord. sec. XXX")¹ as well as applicable Sauk County ordinances and Wisconsin State laws.

5.1. SIGNS.

All signs shall comply with Village Ordinances. All identity signage shall be submitted to the Planning Commission for review and approval. The Planning 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 Business 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 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.² The general drainage pattern established by the Village in the Business Park shall not be changed without prior approval.

Storm water discharge rate control for the entire Business Park is provided by the Village detention basins. Specific Site drainage, erosion control and grading plans shall be submitted as part of the Application and will be reviewed by the Village Engineer or other consultants. 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.

¹ References are to the ordinance in effect on October 1, 2011, 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.

² In the event of a conflict between a requirement set forth herein and one mandated by law, the stricter requirement shall apply.

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 such 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 and if not paid when due it shall become a lien against the Site and shall be included on the 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 regraded, 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 Planning Commission, except those belonging to construction companies during periods of construction.

5.5. LIGHTING PLANS.

Lighting plans for each Site shall be submitted for review and approval by the Planning Commission. The Planning 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 Planning Commission and is visually screened. Said storage shall be limited to the rear two-thirds of the property 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 Planning 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.

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 Business 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 Planning Commission. The Planning 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.

6.1. REQUIREMENT TO PAVE SURFACES.

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

6.2. PARKING LOT SETBACKS

Parking lots shall have the following setbacks:

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

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

7. LANDSCAPING.

The Village's intent is that all areas not devoted to building or parking in the Business Park be landscaped so as to provide a park-like business setting. To that end, all open spaces shall be dust-proofed, 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, with the exception of prairie plantings approved by the Village, and noxious weed free. Noxious weeds shall be defined as in Wis. Stats. § 66.0407.

7.1. BUILDING SETBACKS AND REQUIREMENTS FOR BUILDING AREAS.

Buildings shall have the following setbacks:

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

7.1.2. Fifteen (15) foot side 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. INSTALLATIONS.

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 Business 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 Business Park or Site(s), or located within ten (10) feet of any boundary line or lot 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.

[DELETED]

11. APPROVALS.

Unless otherwise expressly stated, all references to approvals by the "Village" mean approval by the Planning 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, and 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 Business Park, *provided that the Village consents to termination*. Each Site's Owner shall be entitled to one (1) vote. If a Site is held in condominium ownership, the entire Site shall be entitled to only one (1) whole vote, which shall be voted as established by the condominium declaration by either the declarant or the condominium association. Individual condominium unit owners shall not receive a separate vote under these covenants.

13.2. AMENDMENT OF COVENANTS.

These Covenants may, at any time, be terminated, extended, modified or amended, by a majority vote of the total number of votes held by Owners in the Business Park, provided, however, that **no such termination, extension, modification or amendment shall be effective without the written approval of the 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, or any person or entity in interest, 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 inequity 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, within thirty (30) days after receipt of written notice of violation from the Village. At such point, the Village shall have the right, privilege, and license to enter upon the Site and take such action as is necessary to cure such violation. If the Village performs the work to cure a violation, all costs incurred shall be assessed to the Owner as a special charge and if not paid when due it shall become a lien against the Site and shall be included on the property tax bill for the Site.

15. EFFECT OF INVALIDATION OF ANY PROVISION.

In the 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 and 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 Business Park and all construction in the Business 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. VARIANCES

The Village reserves the right to grant variances to any or all of these restrictions as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of these restrictions will result in practical difficulty or unnecessary hardship or if, in the judgment of the Village Board, the development or lack of development of the Business Park makes such course of action necessary or advisable. A variance shall be granted by a duly adopted Resolution of the Village Board after recommendation and report by the Plan Commission to the Village Board.

21. SURVIVAL AND CONTINUATION OF VILLAGE'S RIGHTS.

The rights of the Village under these Covenants shall NOT terminate upon the sale by Village of all property in the Business 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, FOLLOWED BY RECORDING OF SUCH NOTICE AT THE SAUK COUNTY REGISTER OF DEED'S OFFICE.

22. REAL ESTATE AND PERSONAL PROPERTY TAXES.

It is understood that, as of the effective date, the Property subject to these Covenants in the Business 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 Business 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.

23. RIGHTS OF MORTGAGEES.

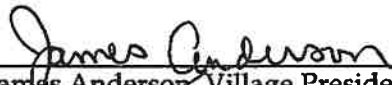
No breach or violation of these Covenants, conditions and restrictions shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value with respect to the development or permanent financing of any Site or portion thereof; 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 Business Park, provided that the mortgage secures only funds actually advanced to the Site Owner (or its predecessor) for purposes relating to the Site, or the improvements, fixtures or equipment located thereon.

Written Approval of Owners

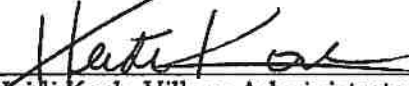
By signing below, the undersigned hereby express their approval with the above Amended Declaration of Protective Covenants for the Village of Sauk City Business Park (f/k/a Village of Sauk City Office Park) and represent and warrant that the undersigned is the respective Owner(s) of the respective Lot(s) or has the authority on behalf of the Owner to sign this Amended Declaration.

Owner as to Lot 1, Lot 3, and Lot 4 of CSM No. 5713, and Lot 2 and Lot 3 of CSM No. 6193, and Lot 1 of CSM No. 7116.

VILLAGE OF SAUK CITY



 James Anderson, Village President



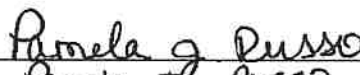
 Heidi Koch, Village Administrator

AUTHENTICATION or ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 COUNTY OF SAUK)



Personally came before me this 10th day of October, 2023 the above named James Anderson & Heidi Koch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



 * Pamela J. Russo
 Notary Public, Wisconsin
 My Commission (expires)(is): 06/18/2027

Written Approval of Owners

By signing below, the undersigned hereby express their approval with the above Amended Declaration of Protective Covenants for the Village of Sauk City Business Park (f/k/a Village of Sauk City Office Park) and represent and warrant that the undersigned is the respective Owner(s) of the respective Lot(s) or has the authority on behalf of the Owner to sign this Amended Declaration.

Owner as to Lot 2, CSM No. 5713:

Patrick Taggart II Office Building, LLC

By: Patrick J. Taggart, II, Manager

AUTHENTICATION or ACKNOWLEDGMENT

STATE OF WISCONSIN }
 } ss.
COUNTY OF SAUK }

Personally came before me this 12th day of October
2023 the above named Patrick J. Taggart, II, to me known to be
the persons who executed the foregoing instrument and
acknowledge the same.

* Kelsey Kelley
Notary Public, Wisconsin
My Commission (expires)(is): 7/27/2025



Written Approval of Owners

By signing below, the undersigned hereby express their approval with the above Amended Declaration of Protective Covenants for the Village of Sauk City Business Park (f/k/a Village of Sauk City Office Park) and represent and warrant that the undersigned is the respective Owner(s) of the respective Lot(s) or has the authority on behalf of the Owner to sign this Amended Declaration.

Owner as to Lot 2, CSM No. 7116:

Prairie Property Development, LLC

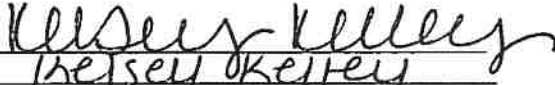
By:  _____
Eric A. Grawans, sole member

By:  _____

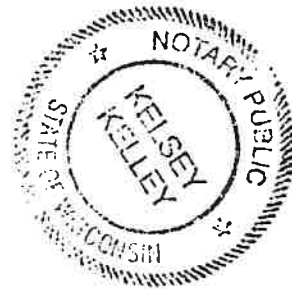
AUTHENTICATION or ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF Sauk)

Personally came before me this 11th day of November
2023 the above named Prairie Property Development and
Eric Grawans, to me known
to be the persons who executed the foregoing instrument and
acknowledged the same.



Kelsey Kelley
Notary Public, Wisconsin
My Commission (expires)(is): 7/21/2025



APPROVAL OF PROTECTIVE COVENANTS

The Village of Sauk City, Sauk County, Wisconsin, a municipal corporation, (the "Declarant") pursuant to resolution of its Village Board, hereby approves the above Amended Declaration of Protective Covenants for the Sauk City Business Park, made and entered into by written affirmative vote of at least fifty-one percent of the Owners in the Business Park on this 10th day of October, 2023.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the Village of Sauk City, Wisconsin, by its duly authorized representatives.

VILLAGE OF SAUK CITY, WISCONSIN

By: James Anderson
James Anderson, Village President

Attest: Heidi Koch
Heidi Koch, Village Administrator

AUTHENTICATION or ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this 10th day of October, 2023 the above named James Anderson & Heidi Koch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Pamela J. Russo
* Pamela J. Russo
Notary Public Sauk County, Wisconsin
My Commission (expires)(is): 06/18/2027

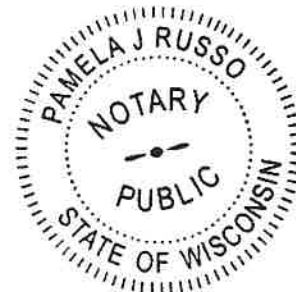


EXHIBIT "A"

GUIDELINES FOR SITES AND BUILDINGS IN SAUK CITY BUSINESS PARK

Aesthetic Evaluation

The intent or purpose of this section is to provide principles and standards for use by the Village in the preparation and review of Site and building plans proposed within the Business 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 façade of a building or structure is exempt from public view and, consequently, all sides or façades 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 Business Park, particularly insofar as it would adversely affect values incident to ownership

of land in the Business 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 SITE PLAN

In addition to any other requirements of the Village's ordinances, any Site Plan for the Business Park shall include as part of the submission for site plan approval the following items:

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. All site plans shall be drawn at a scale no smaller than 1" = 20', unless otherwise approved by the Village.
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. All elevations shall be drawn at a minimum of 1/8" = 1'.
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 Board.
11. Specific site drainage, erosion control and grading plans must be submitted as part of the plans.
12. The proposed location of all storage and garbage containers.
13. All Utility installation shall be included and approved as part of the plans.
14. The street address, email address, telephone and/or fax number of the Owner or other person designated to receive the response of the Plan Commission and/or Village Board shall be included with the submission of the plans.