

DECLARATION OF COVENANTS

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**DECLARATION OF COVENANTS AND RESTRICTIONS APPLICABLE TO ALL
PROPERTIES SOLD IN THE FREEDOM WEST INDUSTRIAL PARK**

Recording Area

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**DECLARATION OF COVENANTS AND RESTRICTIONS APPLICABLE TO
ALL PROPERTIES SOLD IN FREEDOM WEST INDUSTRIAL PARK**

PURPOSE

The goal of the Town of Freedom West Industrial Park Site Design and Development Standards Plan is to provide a guide for the managed development of the park; enhancing existing investment and attracting the highest and best uses possible. The plan provides a dynamic vision for the development and maintenance of the Industrial Park.

Site and building design standards for the Freedom West Industrial Park are a key implementation strategy of *the Town of Freedom Comprehensive Plan (1998) and the Outagamie County Zoning Code*.

These design standards address the desire of the community to enhance the appearance and function of new development. Design and development guidelines encourage variety while maintaining aesthetic standards and ensuring a high quality design. They are intended to guide the developer/builder through the design development process while preserving the aesthetic character and economic vitality of the area. These design standards include items which impact appearance, landscaping, building size and details, compatibility with surrounding neighborhoods, and cost effectiveness in design, and are applicable to:

**Lots 1-17 in the FREEDOM WEST INDUSTRIAL
PARK, Town of Freedom, Outagamie County, Wisconsin.**

This conveyance is made subject to the following conditions, covenants, and understandings which shall be binding upon the purchaser of any of the above lots, and his/her heirs, successors, and assigns:

1. Land Use:

Restrictions on Use. The Lots shall be developed and used solely for the following purpose and for no other purpose:

- A. All permitted uses as listed in Outagamie County Zoning Ordinance Chapter 54.306 except:
 - a. storage
 - b. transportation terminals

2. ***Nuisance Factors and Hazards***

- A. In order to protect the interests of all Tenants, no operation shall be conducted which permits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.
- C. Further reference shall be made to Outagamie County Zoning Ordinance Chapter 54-548.

3. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site, drainage and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, to the Plan Commission in accordance with Town Site Plan Ordinance (Chapter 26).

4. ***Setbacks:***

- A. ***Front Yard:*** No building shall be constructed on the site nearer than thirty-five (35) feet of the right-of-way of any public street. In the case of corner lots, both thirty-five (35) foot setbacks will apply.
- B. ***Side Yards:*** Minimum side yards shall be twenty (20) feet
- C. ***Rear Yards:*** Minimum rear yards shall be twenty-five (25) feet.

5. ***Building Standards***

- A. Any building erected shall be at least 2,500 square feet in area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed thirty-five (35) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer.
- D. It is intended that a basic harmony of architecture prevail among the buildings so that no one structure detracts from the attractiveness of the overall development.

- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 50% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms).
1. Brick;
 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.
 4. Cut stone;
 5. Exterior insulation and finish systems (EFIS);
 6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
 7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Plan Commission on a case-by-case basis.
- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. Ancillary structures will be approved by the Plan Commission. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all

requirements of these **covenants** and are otherwise satisfactory to the Plan Commission at its sole discretion.

- I. Knox Box must be installed on all businesses.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan which has been reviewed and approved in writing by the Town's Plan Commission.
- B. All areas of the site shall be graded, landscaped and planted with trees, shrubs, ground cover and appropriate natural landscaping materials. Landscaping shall relate to buildings and paved surfaces as to scale, massing, size, shape and color. At time of planting, vegetation shall be sufficient size as to noticeably enhance the site (i.e. whips are inappropriate as primary landscaping elements). Existing trees shall be preserved whenever possible and may be substituted for part of the required landscaping. Plant material shall be hardy quality, preferable native of Wisconsin. Weedy or short lived trees such as Box Elder, Cottonwood, Poplar, American Elm, or Willow shall not be acceptable. Vendee shall be responsible for maintenance of vegetation and replacement of any defective plant material.
- C. ***Maintenance:*** The owner shall be responsible for maintaining all landscaping as approved on the original plan for the site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Plan Commission. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, and replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance. If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the Town of Freedom or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement. .
- D. ***Time for Completion:*** All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.

6. ***Utility Controls***

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

7. ***Parking, Loading***

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the County Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than ten (10) feet to the public right-of-way line.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Plan Commission. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

No trucks or truck trailers, or trailer or semi-trailers shall be stored on any lot for more than seven consecutive days unless the business has obtained a temporary storage permit. The permit shall be good for 30 days and shall be non-renewable. One permit per year.

9. ***Signs & Lighting***

- A. Building signs must comply with the Outagamie County Zoning Ordinance Sign Code Chapter 54-310 & 54-355. Signs, lighting, etc., are to

be indicated on the final site plan submitted to the Plan Commission for review.

- B. Identify all exterior lighting fixtures, either mounted on the building or freestanding light along with dispersion pattern, intensity of light and cut off shielding that reflects light downward and in which the light source is not visible from adjacent properties.
 - 1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Plan Commission.
 - 2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.
 - 3. Wall signs may not be installed above the roof line of a building.
 - 4. Pole signs are prohibited.
 - 5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.

10. *Maintenance Responsibilities:*

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
 - 1. The removal of all litter, trash, refuse, and wastes;
 - 2. Compliance with the Town's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
 - 3. The maintenance of exterior lighting, signs, and mechanical facilities;
 - 4. The keeping of all exterior building surfaces in a cleaned, well maintained condition;
 - 5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

11. *Repurchase Rights:*

Failure to Build: In the event the owner of land purchased from the Town of Freedom does not commence construction of a building within 18-months after the date of purchase, the Town has the option to repurchase said property. The Town shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any

unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Conveyance shall be by warranty deed.

Resale of Vacant Land: In the event the owner of land purchased from the Town of Freedom elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the Town of Freedom. The Town of Freedom shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the Town does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

12. *Subdivision of Lots:*

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Town Board. No owner may sell less than all of the lot without the prior written consent of the Town Board. The Town Board may delegate this approval authority to the Plan Commission. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

13. *Waiver of Notice:*

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

14. *Variances:*

Notwithstanding anything contained herein to the contrary, the Town of Freedom expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgment, justifies the granting of same.

15. Enforcement:

The Town Board has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means or by referral. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Town Board, upon recommendation of the Plan Commission, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Town Board shall give at least thirty (30) days' notice to the vendee of any violation, except for paragraph 5 (c) and the steps required to correct it prior to taking any action to cure such violation.

16. Invalidation:

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

17. Term:

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Town Board as evidenced by a resolution duly adopted by a majority of all members of the Town Board.

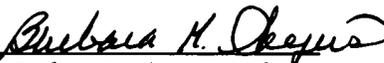
Dated this 21st day of February, 2018.

TOWN OF FREEDOM

By:


Steve Lowney, Chairman

By:


Barbara M. Seegers, Clerk

AUTHENTICATION

Signatures of Steve Lowney and Barbara M. Seegers authenticated this 21st day of February, 2018.



Steven J. Frassetto

MEMBER: State Bar of Wisconsin

Drafted by and after recording
return to:

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Appleton, WI 54912-0785