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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
SUN PRAIRIE BUSINESS PARK

DESCRIPTION OF LANDS REFERRED TO HEREIN:

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, of Section 33, T09N R11E, more fully described as follows:

Commencing at the N $\frac{1}{4}$ corner of said Section 33;

Thence S00°56'17"E, 1,321.90 feet to the Northwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the Point of Beginning of this description;

Thence Easterly along the Northerly line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 863 feet more or less;

Thence S01°16'23"W, 1,414 feet more or less to the main reference line of USH 151;

Thence S68°51'W, 1,017 feet more or less along said reference line;

Thence S68°51'W, 1,250.10 feet along said reference line to the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$;

Thence N00°56'46"W, 893 feet more or less along said West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, to the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$;

Thence N00°59'03"W, 1,323.29 feet to the Northwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$;

Thence N89°41'22"E, 1,319.96 feet along the North line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the Northeast corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the Point of Beginning of this description. Said parcel contains 89.5 acres.

EXCEPT the right of way of USH 151.

Also described as Lots 28 through 39 and Outlots 6 and 7, Third Addition to Sun Prairie Business Park, City of Sun Prairie, Dane County, Wisconsin.

WHEREAS, the undersigned Richard R. Renk, Wilbur N. Renk, Helen Renk and the John W. Renk Family Trust by Firstar Bank Madison, N.A., Trustee, are the owners of lands including the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, of Section 33, T09N,

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R11E, City of Sun Prairie, Dane County, Wisconsin, except the existing public highways, the Sun Prairie Industrial Development Corporation, a Wisconsin corporation, is the holder of an option to purchase the aforesaid lands from the owner thereof and Walter F. Renk and Diane R. Renk as mortgagees, and said persons being the only persons presently possessing any right, title or interest in and to said lands; and

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

NOW, THEREFORE, IT IS HEREBY DECLARED AND AGREED, that the following restrictions, reservations, limitations and covenants be and the same hereby are adopted, and that all of the lands within the subject property, in the City of Sun Prairie, Dane County, Wisconsin, except the public highways presently existing, be subject thereto, as follows:

ARTICLE I
THE DECLARANT, COVENANT COMMITTEE,
PARK DEFINITIONS AND DESIGN STANDARDS

- A. The Declarant, hereinafter referred to, shall at all times hereafter consist of Richard R. Renk, Wilbur N. Renk, Helen Renk and the John W. Renk Family Trust by Firstar Bank Madison, N.A., Trustee, their successor and assigns as the owner of the lands, and the Sun Prairie Industrial Development Corporation, as the holder of the option to purchase said lands, its successor and assigns.

- B. A Covenant Committee shall be appointed consisting of five members, one member shall represent the owners of said lands, one member designated from the membership of the Sun Prairie Industrial Development Corporation, one member of the City Council representing the aldermanic district in which the subject property is located, one member of the City Council from an aldermanic district outside the district in which the subject property is located and one member to be chosen by the remaining four members, from among those persons who are either individual owners or the principal officers of a corporate owner of lands within said Business Park which is the subject of this declaration, being an owner of record to whom the Declarant herein delegates all of the authorities, duties and responsibilities as hereinafter set forth relative to the administration and enforcement of the covenants set forth in this declaration. The Sun Prairie Industrial Development Corporation may, from time to time, select a successor committee member from the Corporation membership. The successor shall have the authority to succeed as a committee member. The City Council member representing the aldermanic district in which the Sun Prairie Business Park is located and the City Council member who is chosen from an aldermanic district outside the district in which the Sun Prairie Business Park is located shall be appointed by the Mayor or City Council. Any member of the Committee who is an original land owner may by written proxy appoint another person to act by or designate a proxy. A majority of members shall be empowered to act as and for the Covenant Committee on any matter under the jurisdiction of said committee.
- C. The terms "Park" or "Business Park" as used herein shall refer to the above-described land which is the subject of this declaration, and, to the greatest extent possible, whether by this reference or by incorporation or designation in other documents, all lands in the plat of the Sun Prairie Business Park and all additional thereto.
- D. The Sun Prairie Business Park Design and Development Standards shall be used as a companion document to these Protective Covenants and Restrictions. The Design and Development Standards shall be the official guidelines for the covenant review process and compliance determinant to be used by the Covenant Committee. The Design and Development Standards may be modified or amended, from time to time, by a two-thirds vote of the Covenant Committee and upon approval of the Sun Prairie Industrial Development Corporation Board of Directors. Approval of the Sun Prairie Industrial Development Corporation shall no longer be necessary at such time as said corporation no longer has any interest as owner or optionee in the plat of Sun Prairie Business Park or any additions thereto.

**ARTICLE II
LAND USE**

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No land shall be used for any purpose other than as permitted in the Suburban Industrial (SI) District as provided in the City of Sun Prairie Zoning Ordinance in force and effect on the date of this document and as the same may be hereafter amended. The Declarant reserves the right to limit or restrict the use of a particular lot or lots under the provisions of Article IIIA hereof which reserved rights are hereby specifically relegated to the said Covenant Committee.

**ARTICLE III
PLANS AND SPECIFICATIONS**

- A. No building, fence, wall, sign advertising device, roadway, loading facility, outside storage facility, parking area, site grading, planting, landscaping, facility for industrial waste or sewage disposal, nor any other improvement shall be commenced, erected or constructed, nor shall any addition thereto or change or alteration therein be made (except to the interior of a building), nor shall any change in the use of any premises be made, or subdivision of any improved lot made, until the plans and specifications therefor, showing the nature, kind, shape, heights, materials, color scheme, lighting and location on the lot of the proposed uses or change in the use of the premises, shall have been submitted to and approved in writing by the Covenant Committee. A copy of the plans and specifications as finally approved shall be filed permanently with the Covenant Committee. The Covenant Committee shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which the Covenant Committee, in its sole discretion, may deem in the best interests of the Park and the Owners or lessees or prospective owners or lessees of other properties therein.
- B. Failure of the Covenant Committee to act upon the plans and specifications submitted within 30 days after submission shall constitute approval of such plans.
- C. Construction and alteration of all improvements in the Park shall be in accordance with the requirements of all applicable Building, Zoning and other Codes and Regulations and the Sun Prairie Business Park Design and Development Standards.
- D. No site shall be less than one (1) acre in area.

**ARTICLE IV
AMENDMENT, TERMINATIONS, EXTENSION**

Each condition, restriction and covenant as herein provided shall terminate and be of no further effect on January 1, in the year of 2023, provided that at any time prior to that date the owners (excluding mortgagees and the holders of other security devices who are not in possession, lessees and tenants) of a majority of the acreage in the Park (excluding the highways or other public areas) may by written declaration signed and acknowledged by them and recorded at the Dane County Register of Deeds, alter, amend, revoke or extend indefinitely, or for a limited duration, any or all of said conditions, restrictions and covenants and such declaration may provide for further amendment, alteration, revocation or extension as herein provided or in any other manner; provided however, that no such alteration or amendment shall affect any plans, specifications or use theretofore approved by the Covenant Committee.

**ARTICLE V
WAIVER AND INVALIDATION**

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

**ARTICLE VI
COVENANTS RUN WITH LAND - ENFORCEABILITY**

- A. The foregoing covenants and restrictions shall run with, bind and inure to the benefit of all the lands in the Park whether hereafter conveyed by the owners thereof, including the Declarant, or any one of them, as such owners, or retained by the Declarant. All persons who may own any lands in the park covenant and agree to hold such land subject to all the terms, provisions and conditions of these covenants and restrictions and that any and all sales, leases, mortgages or other dispositions of such land or any part thereof shall be subject to these covenants and restrictions. The Declarant reserves the right, however, from time to time hereafter, to delineate, plat, grant or reserve within the Park such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as Declarant may deem necessary or desirable for the development of the Park (and from

time to time change the location of the same) free and clear of these restrictions and covenants, and to dedicate the same to public use or to appropriate public utility corporations.

- B. Said covenants and restrictions shall be jointly and severally enforceable by the Declarant and its successors and assigns and by any of the owners of lands within the Park, and their heirs, personal representatives, successors and assigns, provided however, that only the Declarant or its assignees, under Article VII hereof, shall have the right to exercise the discretionary powers herein reserved to the Declarant.
- C. Violation of any of said restrictions or conditions, or breach of any covenant or agreement herein contained shall give the Declarant or its assignees under Article VII, in addition to all other remedies, the rights (but not the obligation) to enter upon the land as to which such violation or breach exists and summarily to abate and remove any erection or thing or correct any condition that may constitute such violation or breach at the expense of the then owner of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty days after delivery of notice of such violation or breach has occurred or in the alternative within thirty days after mailing such notice, by registered or certified mail, postage prepaid, to the record owner of such premises at his, her or its last known address.

ARTICLE VII NOMINEES AND SUCCESSORS OF THE DECLARANT

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

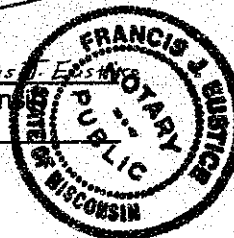
REGORDER'S OFFICE
DADE COUNTY, FLA.
JANE LIGHT
REGISTER OF DEEDS
RECORDED OR

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STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 21 day of August, 1993, the above-named Gerald W. Everard, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as Trust Officer of Firstar Bank Madison, N.A.

Francis J. Eustice
Notary Public, State of Wisconsin
My commission: _____



STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 19th day of August, 1993, the above-named Francis J. Eustice and Robert I. Barnes, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same, as duly authorized officers of Sun Prairie Industrial Development Corporation.

Sueann Hooft
Notary Public, State of Wisconsin
My commission: May 12, 1996

THIS INSTRUMENT WAS DRAFTED BY
AND SHOULD BE RETURNED TO:
Francis J. Eustice
Eustice, Albert, Laffey & Fumelle, S.C.
P.O. Box 196
Sun Prairie, WI 53590-0196