

## **Pines Corporate Centre Covenants**

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**COPY****RESTRICTIVE COVENANTS**  
**The Pines Corporate Centre**

The lands to which these restrictive covenants apply lie within the Village of Plover. These restrictive covenants shall be referenced on each deed of conveyance.

**Purpose**

The declared purpose of these restrictions is to insure proper use and development of each parcel in the area; to protect the environment; to guard against the erection of improper, unsuitable structures and uses; to maintain property values; to insure protection from incompatible and unsightly developments; and to protect the health and safety of residents in the area.

**Subject Property**

These conditions, protective covenants and restrictions shall apply to and restrict the use of lands comprising the The Pines Corporate Centre, hereinafter "Park", which consists of the following described real property in the Village of Plover, Portage County, Wisconsin:

**LEGAL DESCRIPTION**

Part of the NE1/4SE1/4 and SE1/4SE1/4, Section 20, Part of Government Lot 4 and part of the SW1/4SW1/4, Section 21, All in Town 23 North, Range 8 East, Village of Plover, Portage County, Wisconsin.

Commencing at the P.K. nail on the West quarter corner of Section 21;

Thence S00°19'02"E along the West line of Section 21, 33.00 feet to an iron rod stake on the South line of River Drive and the Point of Beginning of the following description;

Thence N88°40'15"E along the South line of River Drive, 35.25 feet to an iron pipe stake;

Thence S00°30'24"W, 261.48 feet to an iron rod stake;

Thence N89°40'15"E, 501.91 feet to an iron pipe stake;

Thence N00°00'05"W, 261.45 feet to an iron pipe stake on the South line of River Drive;

Thence N89°40'15"E along the South line of River Drive, 228.20 feet to an iron rod stake;

Thence S00°23'16"W, 262.14 feet to an iron rod stake;

Thence N89°31'41"E, 374.89 feet to an iron rod stake;

Thence S00°24'51"W, 1033.13 feet to an iron rod stake on the South line of Government Lot 4;

Thence N89°36'24"E along the South line of Government Lot 4, 181.52 feet to an iron pipe stake on the Southeast corner of Government Lot 4;

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Thence S00°24'32"W along the 1/16 line, 376.45 feet to an iron pipe stake on the North line of Wisconsin Central Ltd. Railroad;

Thence S71°32'14"W along the North line of Wisconsin Central Ltd. Railroad, 2143.57 feet to an iron pipe stake on the North line of S.T.H. "54" and Plover Road;

Thence N74°16'07"W along the North line of S.T.H. "54" and Plover Road, 296.34 feet to an iron rod stake;

Thence N15°43'53"E along the North line of S.T.H. "54" and Plover Road, 10.00 feet to an iron rod stake and the beginning of a curve concave to the South with a radius of 1797.02 feet and a central angle of 08°43'04";

Thence Northwesterly along the arc of the curved Northerly line of S.T.H. "54" and Plover Road, 273.43 feet, which is measured by a chord of 273.16 feet and bears N78°37'36"W;

Thence N00°21'12"E, 274.83 feet;

Thence N04°55'22"E, 150.63 feet;

Thence N00°21'12"E, 131.55 feet;

Thence N02°08'32"E, 80.57 feet to an iron rod stake;

Thence N06°29'54"W, 121.67 feet to an iron rod stake;

Thence N00°21'12"E, 1432.89 feet to the South line of River Drive;

Thence N89°41'43"E along the South line of River Drive, 599.04 feet to an iron pipe stake;

Thence S00°21'13"W, 167.25 feet to an iron pipe stake;

Thence N89°37'29"E, 202.22 feet to an iron rod stake;

Thence S00°22'07"W, 33.30 feet to an iron pipe stake;

Thence N89°40'57"E, 200.00 feet to an iron pipe stake;

Thence N00°22'07"E, 200.26 feet to an iron rod stake on the South line of River Drive;

Thence N89°41'43"E along the South line of River Drive, 262.22 feet to the Point of Beginning containing 4,774,418 square feet or 109.606 acres.

## Title and Easements

### A. Title

Title to specific parcels shall be transferred from the owner, Okray Enterprises, Inc. hereinafter "Okray Enterprises", to purchasers upon receipt of approval of all required Village of Plover site plan, landscape plan and architectural review approvals and appropriate sales transactions.

#### 1. Infrastructure Easements

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In conveying parcels, Okray Enterprise shall consult with the Village of Plover to provide all necessary permanent easements for drainage ways and for green space buffer areas. These areas will be shown on the plat (s) and/ or certified survey map (s) creating the various parcels within the Park as "green space buffers."

**2. Utility Easements and Utility Locations**

Title to parcels shall be transferred subject to utility easements as shown on the plat(s) or certified survey map(s) of the Park as "utility easement" or "a sanitary sewer and/or water main easement." Easements may be necessary to enhance service and operations of utilities to include (but are not limited to) electric, natural gas, telecommunications, municipal sewer and water services.

Placement Of Utilities: All utilities within the Park, other than electric, shall be installed underground, except for essential components of such utilities terminating above ground such as the hydrants, manholes, transformers, telephone pedestals and other similar components of utility systems. Electric utilities may be installed underground or overhead. All utilities shall be installed in the utility easements where provided.

**A. Use of Utility Easements**

The utility easements are for the benefit of the entire Park, first and foremost; however, such easements may be used by parcel owners for the installation of underground utility services such as electric power, natural gas, cable television, and telecommunications services to benefit the owner's parcel subject to prior review and approval by the Village of Plover and Okray Enterprises.

**B. Use of Green Space Buffer Areas and Drainage Easements**

The "green space buffer" areas and drainage easements are created for the benefit of all parcel owners in the Park and are reserved for providing: screening from neighboring uses; passive, open space recreation area; and common drainage. Development or construction on such easements is strictly prohibited. These easements are strictly private in nature, unless the open space area is converted to public ownership to provide a permanent buffer and public spaces for neighboring uses.

**C. Maintenance of Easements**

Each parcel owner shall be responsible for routine, ordinary and customary landscape maintenance of easements located on their property, such as, but not limited to, trimming and fertilization of ground cover, grass, shrubbery and trees and the suppression of weeds and/or nuisance growth on the easements. Damage to such easement areas caused by a third party shall be repaired by such party.

**Land Use**

The following uses may be made of each parcel in the Park. Uses described in Section B are not permitted. Uses described as "conditional uses" may only be made of a parcel upon appropriate governmental approval.

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**A. Manufacturing (Similar to Village of Plover Zoning Classification M-2)**Permitted Uses

- a) Photo processing
- b) Sign companies, including fabrication and repairs of all types of signs. Storage of old signs not permitted.
- c) Transfer, storage, moving, freight, and parcel delivery operation and excavating contractors
- d) Warehouses
- e) Building, plumbing, electrical and general contracting offices or sales outlets.
- f) Sheet metal, welding, body and machine shops.
- g) Processing, bottling and distribution facilities for nonalcoholic beverages
- h) Sausage manufacturing and sales
- i) Repair shops
- j) Lumber yards, providing such uses are enclosed by a minimum of a 8 foot high fence
- k) Greenhouses and nurseries
- l) Farm implement and trailer sales and repair, excluding rebuilding, salvage, wrecking, storage or junking operations if such activities are the primary land area use or the primary revenue producing element of the permitted use.
- m) Mobile home sales
- n) Preparation, assembly and packaging of foods.
- o) Manufacturing and assembling of commercial and household fixtures, cabinets and counters, excluding furniture.
- p) Sales, rental, storage and distribution of household and commercial fuel tanks.
- q) Hatcheries
- r) Manufacturing of pottery or similar ceramic products using only previously pulverized clay and kilns fired only by electricity or gas.
- s) Industrial research laboratories
- t) Ice, brick and stone sales and storage
- u) Bag, carpet and rug cleaning and commercial laundries.
- v) Flammable liquids, underground storage only, not to exceed 25,000 gallons and located not less than 200 feet from any residential district.
- w) Truck gardening, field crops, pasturing of horses and hay fields
- x) Bakeries
- y) Railroad right-of-ways, spur tracks and administrative offices.
- z) Truck terminal and storage facilities and shops including governmental motor pool uses and garages.
- aa) Wholesale and distributing establishments.
- bb) Manufacturing, storage and sale of concrete products.
- cc) Fertilizer mixing, blending, bagging, storage and sales.
- dd) Manufacturing and sales of products, primarily from wood, including furniture products.
- ee) Manufacturing, processing, bottling and distribution of alcoholic and nonalcoholic beverages.
- ff) Truck terminals, municipal garages and shop facilities.
- gg) Paper product manufacturers
- hh) Brick, tile and terra cotta manufacturing
- ii) Plastic manufacturing
- jj) Metal fabrication
- kk) Manufacturing and assembling of motor parts



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- ll) Pallet manufacturing
- mm) Flammable liquid storage to be used in conjunction with permitted use
- nn) Any other use that the Village of Plover Plan Commission finds will be similar in nature, operation, and function to permitted uses allowed within the district.

**Conditional Uses:**

- a) Municipal and Non-municipal utility substations, structures or facilities; wireless telecommunications structures, subject to the requirements listed in the Village of Plover Zoning Code.
- b) Any other use which the Village of Plover Plan Commission finds will be similar in nature, operation, and function to conditional uses allowed within the district.
- c) Chemical Manufacturing
- d) Wastewater disposal plant
- e) Other manufacturing, processing or storage uses determined by the Plan Commission and the Village Board to be generally similar to the permitted uses of this district and to be consistent with the Village Comprehensive Plan.
- f) Single family dwelling, housing custodian, watchman or caretaker and his family, whose employment is directly related to a permitted use of this district.
- g) Ambulance sales and service
- h) Wholesale gasoline, sales and storage
- i) Paint manufacturers
- j) Storage and distribution of petroleum products
- k) Petroleum products manufacturing, refining or storing
- l) Sports complexes
- m) Bait shops

**B. Prohibited Uses**

The following operations and uses are not permitted within the Park.

- a) Electric Generation power plants
- b) Recycling Centers and Waste Transfer facilities
- c) Junkyards, used auto part sales
- d) Concrete ready-mix plants and distribution activities
- e) Public fairgrounds
- f) Race tracks for stock cars, snowmobiles, minibikes and other motorized vehicle demonstrations and exhibitions
- g) Wind generators or windmill towers
- h) Coal sales and storage
- i) Circus, carnival or similar transient enterprises
- j) Rail switching yards, repair facilities and roundhouses
- k) Asphalt batch plants
- l) Slaughter houses, stockyards or meat packing or processing plants
- m) Sand and gravel pits
- n) Solid waste transfer facilities
- o) Municipal/private firing range.

**Lot Sizes**

The minimum lot size for a parcel is 1.0 acre.

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**Front/Street Yard Setbacks**

For uses described in these restrictive covenants, the front yard set back for structures is 40 feet from the public street. The front yard setback is measured from the lot line.

**Side Yard Setbacks**

No part of a parking lot or structure for uses described in these restrictive covenants shall be located closer than 20 feet to a side lot. If adjacent to a residential area the setback shall be increased to 30 feet.

**Rear Yard Setbacks**

The rear yard setback for uses described in these restrictive covenants is 20 feet. If a building to be constructed on the lot has side walls taller than 3 stories, the setback will increase by an additional 5 feet for each story or fraction thereof building height.

**Site Plan Review**

Prior to the construction or alteration of any buildings, additions, enclosures, fences, parking facilities, signs, storage yards, or any other structures or permanent improvements on the site, the plans for such building or improvement shall be submitted for review. Village of Plover staff and the Village of Plover Plan Commission shall review the structure and site plans to insure compatibility with these restrictions, local zoning and with other buildings in the area.

**Architectural and Design Controls**

For the uses described in these restrictive covenants, the street façade, exclusive of windows and doors, shall be a minimum of 30% covered with a masonry-like decorative material such as stucco, decorative concrete block (fluted, split-face block, or other – common or standard concrete block is not acceptable), brick, or other masonry materials. Other materials in combination with decorative masonry may be considered. Metal siding is not acceptable on more than 70% of the street façade. Metal siding is acceptable for the sides and the rear façade of the facility.

**Landscaping**

The front yard area of each parcel shall retain existing trees to extent possible for development, while incorporating new landscaping materials including planted trees, shrubs, ground cover and other appropriate natural landscaping materials. Landscaping shall relate to buildings and paved surfaces as to scale, massing, size, shape, and color. At the time of planting, the vegetation shall meet the specifications of the Village of Plover Zoning Code.

**Off-Street Parking Lots**

Paving of parking lots are required. All parking areas shall be paved with either asphalt or concrete surfacing. Paving shall be completed within 6 months of occupancy.

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**Parking – On Street**

Street parking is prohibited to occupants of the park including but not limited to employees, customers, suppliers, vendors, and visitors.

**Parking – Off Street**

Parking setback from the front yard is 20 feet from the street right of way. The setback shall be landscaped. The landscape plan shall be submitted to Village of Plover Plan Commission for approval.

**Off-Street Loading**

All loading areas shall be entirely contained on-site and within the property setback lines. The loading areas can be oriented on any side of the building with the preference of having the loading areas to the side or rear of the building.

**Amount of Parking**

Each parcel shall have a sufficient number of off-street parking spaces on the parcel to accommodate the maximum number of vehicles operated by employees, customers, suppliers, vendors and visitors expected on each parcel during peak hours (including shift overlaps).

**Outdoor Storage**

Refuse And Storage Placement: All refuse and storage areas shall be to the side or rear of the building and not within the side and rear yard setback areas. No waste material or refuse may be dumped or is permitted to remain on any part of the property outside of the building. No storage of inoperative or wrecked vehicles shall be allowed.

Design And Construction Standards: All outdoor storage areas shall be visually screened from all streets with a six-foot high opaque fence, vegetation, berm, or combination thereof. Vegetative screens or berms, or combinations thereof, shall be at least 4' high at the time of installation and capable of providing a solid screen within 3 years of installation. Screening shall be attractive in appearance and keeping with the architectural quality of the main structure. Refuse and storage areas shall be paved and maintained in an orderly and dust-free condition.

**Facility Fencing**

Fencing shall be in compliance with Village of Plover Zoning Code.

**Building Height**

The heights of all structures shall be in compliance with the Village of Plover Zoning Code.



### Lot Drainage

Each site must provide on-site storm water retention. The amount of water retention should be enough to contain a minimum of the 10-year storm event or the standard set by the Village of Plover in their zoning code.

### Signage

Sign permits and other sign requirements are identified in the Village of Plover Sign Ordinance.

### Noise

The Village of Plover Zoning Code shall govern the noise levels allowed in the park.

### General Prohibition on Subdivision of Lots

Individual parcels or lots within the Park may be combined but, after being deeded to subsequent owner by Okray Enterprises, further division of parcels or lots within the Park is prohibited, except upon approval of Okray Enterprises (if it is still the Owner of any parcel within the Park) and the Village of Plover.

### Waste Incineration

No waste materials shall be incinerated in the Park except in an incinerator specifically designed and constructed for such purpose and approved or permitted by every governmental unit with jurisdiction. Any such incinerator shall be contained within the principal building on the parcel.

### Maintenance Responsibilities

General Maintenance: Each parcel owner shall keep said owner's property and all contiguous street right-of-way areas to the edge of the pavement 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:

- The removal of all litter, trash, refuse and waste.
- The maintenance of exterior lighting, signs and mechanical facilities. All such facilities shall be in working order.
- The keeping of all exterior building surfaces in a clean, well-maintained condition.
- The removal of unlicensed, inoperable or abandoned vehicles.

### Maintenance During Construction

During construction, it shall be the responsibility of the parcel owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials, trailers, and the like are kept in a neat and orderly manner. Burning of excess or scrap construction materials is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of water, soil and air during construction. The applicable provision of the Village of Plover Zoning Code shall control.

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**Maintenance of Unimproved Parcels**

The owner of any undeveloped parcel must maintain said lands free of rubbish, noxious weeds, and mosquito breeding conditions.

**Standards for Nuisance and Maintenance Regulations**

Nuisances: No portion of the property shall be used in such a manner as to create a substantial nuisance to adjacent sites or adjoining residential areas such as, but not limited to noise, vibrations, electro-mechanical and electro-magnetic disturbances and radiation, air and water contaminants and radiation, dust, smoke, odor, toxic or obnoxious emissions, radio-active liquids or solid waste, glare and heat and fire hazards.

Maintenance Regulations: All property shall be planted, paved, or otherwise improved and kept in a well-groomed fashion. All grass shall be mowed regularly.

**Enforcement**

Abatement And Suit: Violation and breach of any restrictions herein contained shall give to any and every owner of a parcel within the Park, and the Village of Plover, the right to prosecute a proceeding at law or in equity against person or persons who have violated or attempted to violate any of these restrictions to enjoin or prevent them from doing so, and to cause said violation to be removed or remedied and to recover damages for said violation, including the attorney's fees of the prevailing party or parties, and such amount as may be fixed by the Court in such proceedings.

**Re-Purchase Rights**

Failure To Build: Any purchaser of a parcel from Okray Enterprises, or any subsequent owner, agrees to substantially complete the approved project within 24 months from the date of purchase. In the event the owner of land purchased from Okray Enterprises does not commence construction of the approved project within 24 months after the date of purchase, Okray Enterprises shall have the right to re-purchase the land from the owner. In the event Okray Enterprises desires to re-purchase the land, it shall serve the owner with a notice of such intent and thereafter owner shall have 30 days to prepare necessary closing documents. The price paid to re-purchase the land shall be 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, proration of the current years' property taxes to date of closing, title insurance policy premium, 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 Okray Enterprises elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to Okray Enterprises. Okray Enterprises shall have thirty (30) days from the date of receipt of such offer to accept or reject, unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as indicated above. Conveyance shall be by warranty deed.

**Number of Years Restrictions to Run with the Land**

Each parcel shall be conveyed subject to the above restrictions, all of which are to run with the land and shall be binding for a period to twenty-five (25) years from the date these restrictions are adopted. After such time said restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or revoked by an instrument signed by a majority of the then owners of the acreage to which these restrictions apply together with the Village Board of the Village of Plover as evidence by a resolution duly adopted by at least a majority of the Board.

**Severability**

The invalidation of any of the restrictions herein set forth, or the failure to enforce any of these at the time of violations, shall in no way affect any of the other restrictions, nor be deemed a waiver of the right to enforce the same thereafter.

**Execution**

Therefore, Okray Enterprises, Inc. the owner of the Park subject to the aforesated restrictive covenants, has approved such restrictive covenants and directed that they be recorded for the purpose of imposing the above described restrictive covenants on all current or future lots located within the Park.

Dated this 4<sup>th</sup> day of June, 2003.


OKRAY ENTERPRISES, INC.

  
BY: JOSEPH OKRAY - President

  
BY: JAMES OKRAY - Secretary

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF PORTAGE )

This instrument was acknowledged before me this 4<sup>TH</sup> day of June, 2003, by Joseph Okray in his capacity as president of Okray Enterprises, Inc. and by James Okray in his capacity as secretary of Okray Enterprises, Inc.

  
Print Name: RICHARD W. OKRAY  
Notary Public, Portage County, WI  
My Commission EXPIRES 1-8-06

THIS INSTRUMENT WAS DRAFTED BY:  
OKRAY ENTERPRISES, INC.  
P.O. Box 489  
Plover, WI 54467  
Telephone: 715-344-2526



Register's Office  
Portage County, WI  
Received For Record

Date: 07/03/2003  
Time: 02:45 PM

*Cynthia A. Wisinski*  
Cynthia A. Wisinski, Register of Deeds  
Pd: 15.00

**FIRST AMENDMENT TO  
RESTRICTIVE COVENANTS  
THE PINES CORPORATE CENTRE**

Restrictive covenants for The Pines Corporate Centre (also the "Park") were previously recorded on June 6, 2003, with the office of the Register of Deeds of Portage County, Document 635251. These restrictive covenants applied to the following described real property in the Village of Plover, Portage County, Wisconsin:

**LEGAL DESCRIPTION**

Part of the NE1/4SE1/4 and SE1/4SE1/4, Section 20, Part of Government Lot 4 and part of the SW1/4SW1/4, Section 21, All in Town 23 North, Range 8 East, Village of Plover, Portage County, Wisconsin.

Commencing at the P.K. nail on the West quarter corner of Section 21;

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Thence N74°16'07"W along the North line of S.T.H. "54" and Plover Road; 298.34 feet to an iron rod stake;

Thence N15°43'53"E along the North line of S.T.H. "54" and Plover Road; 10.00 feet to an iron rod stake and the beginning of a curve concave to the South with a radius of 1797.02 feet and a central angle of 08°43'04";

Thence Northwesterly along the arc of the curved Northerly line of S.T.H. "54" and Plover Road, 273.43 feet, which is measured by a chord of 273.16 feet and bears N78°37'39"W;

Thence N00°21'12"E, 274.83 feet;

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Thence N89°41'43"E along the South line of River Drive, 262.22 feet to the Point of Beginning containing 4,774,416 square feet or 109.606 acres.

The previously recorded restrictive covenants are hereby amended by replacing the paragraph "Lot Drainage" with the following:

**Lot Drainage**

Each building site grading plan shall provide for on-site storm water retention. The storm water retention area(s) shall be designed such that the post-development peak run off rates do not exceed the pre-development peak run off rates for the 2-year through 50-year design storms. Emergency overflows shall be designed to handle the 100-year design storm peak drainage. Hydrology/hydraulic calculations shall be prepared for the 2, 10, 25, 50, and 100-year design storms and submitted to Okray Enterprises, Inc. and the Village of Plover for review and approval.



In all other respects, the previously recorded restrictive covenants shall remain unamended and in full force and effect. This amendment has been made prior to the sale of any of the real estate contained within the legal description for The Pines Corporate Centre and, consequently, no additional consents of new landowners are required. Okray Enterprises, Inc., the owner of the Park subject to the aforesated restrictive covenants, has approved this amendment and directed that it be recorded for the purpose of revising the above described restrictive covenants for all current or future lots located within the Park.

Dated this 27<sup>th</sup> day of June, 2003.

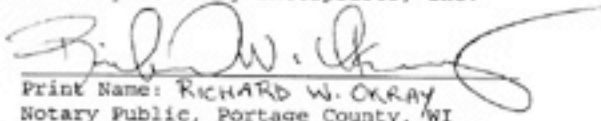
OKRAY ENTERPRISES, INC.

  
BY: JOSEPH OKRAY - President

  
BY: JAMES OKRAY - Secretary

STATE OF WISCONSIN )  
                              ) ss.  
COUNTY OF PORTAGE )

This instrument was acknowledged before me this 27th day of June, 2003, by Joseph Okray in his capacity as president of Okray Enterprises, Inc. and by James Okray in his capacity as secretary of Okray Enterprises, Inc.

  
Print Name: RICHARD W. OKRAY  
Notary Public, Portage County, WI  
My Commission EXPIRES JAN. 8, 2006

THIS INSTRUMENT WAS DRAFTED BY & RETURN TO:  
MARK O. ILTEN  
HAFERMAN & ILTEN  
Attorneys at Law  
1525 Main Street  
Stevens Point, WI 54481  
Telephone: (715) 342-4700