

I-94 I INDUSTRIAL PARK RESTRICTIVE COVENANTS

GENERAL RESTRICTIONS

A. **BUILDING MATERIALS:** The exterior walls of each building shall be constructed of durable, permanent architectural materials that are compatible with park-like standards. The front façade and street side facades shall incorporate brick, stone, architectural block, architectural wood, glass or commercial grade steel into their design. un-faced concrete block, structural concrete, light grade steel, and the like shall not be permitted without prior written approval of the Village. Buildings shall be placed on concrete foundations. No wood foundations will be permitted.

Except as otherwise provided herein, the sides and rear of all buildings shall be finished in an attractive manner in keeping with the accepted standards used for industrial buildings subject to the approval of the Village. Buildings must be kept in good repair and appearance at all times. Buildings must be of approved construction in conformity with all applicable building codes.

B. **BUILDING ORIENTATION:** All buildings shall be sited on the lot to present their most desirable face to the street and compliment buildings on adjoining lots.

C. **HVAC UNITS AND MISCELLANEOUS EQUIPMENT:** Cooling towers, rooftop and ground mounted mechanical and electrical units and other miscellaneous equipment shall either be integrated into the design of the building or screened from view.

D. **PROPERTY MAINTENANCE:** All real property in the Industrial Park, whether occupied or unoccupied, and any buildings or other improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth or the accumulation of rubbish or debris thereon, or unsightly condition of improvements thereon. No building or improvement in the Industrial Park shall be permitted by its Owner to fall into disrepair, and each such building and improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

E. **LANDSCAPING:** Decorative landscape planting elements shall be included in the front and street sides of the building and site development. All outdoor storage areas shall be screened.

F. **LIGHTING:** Outdoor building and site lighting shall be full-cutoff. Lighting shall not exceed recommended illumination levels as published by the Illuminating Engineering Society of North America.

RECAPTURE OF LAND

A. **RECAPTURE OF LAND FOR FAILURE TO IMPROVE:** If a purchaser of land in the Industrial Park has not or cannot start construction and improvements on the land purchased within eighteen (18) months of the date of payment of the purchase price, has not completed construction within thirty (30) months, or has failed to comply with the plans or specifications approved by the Village, the Village of Baldwin shall have the right to repurchase the property from the purchaser at the original purchase price without interest less the estimated cost of restoring the property to the condition which it was in at the time of purchase; however the Village may at its option accept the parcel and the improvements thereon in which case restoration shall not be required. Any extension of time to permit construction and improvement must be mutually agreed upon in writing between the Village and the purchaser and adopted by Resolution of the Baldwin Village Board.

If the Village reclaims the land through non-performance by the purchaser as provided herein, purchaser shall convey the property to the Village by Warranty Deed, free and clear of all liens and encumbrances created by act of default of the purchaser. The Deed shall be delivered to the Village upon payment of the amounts set forth herein.

If the Village reclaims the land through non-performance by the purchaser, the Village may sell the land to any party and the subsequent purchaser shall be subject to applicable zoning, ordinances, restrictions, and regulations of the Village and the Industrial Park Protective covenants relating to the use of the land at the time of the sale.

B. AMENDMENT OR MODIFICATION: The provisions of this Article IV may be amended or modified only by a majority vote of the Baldwin Village Board and such amendment shall not require the approval or action of the other property Owners within the Industrial Park as set forth in Article V of these protective covenants.

ADDITIONAL RESTRICTIVE COVENANTS ARE AVAILABLE THROUGH THE VILLAGE HALL, PLEASE EMAIL depclrk@baldwin-telecom.net or CALL 715.684.3426 FOR A COPY OF THE COMPLETE COPY.