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REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 13th
day of June A.D. 1989
at 2:59 o'clock P.M., and
Recorded in Vol. 1112
on page 587

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
FOX RUN SETTLEMENT, TOWN OF PLYMOUTH,
SHEBOYGAN COUNTY, WISCONSIN

Decline J. Fries
Recorded at County Clerk's Office
Register

THIS DECLARATION is made this 1st day of June, 1989 by JAMES M. ROENITZ (the Developer) and Craig R. Marvin and Donna Marvin, husband and wife, (the Marvins), and Hamilton Rutledge and Charlene Rutledge, husband and wife, (the Rutledges);

WHEREAS, the Developer is the owner of real property in Sheboygan County, Wisconsin known as Fox Run Settlement (except Lot 17 and Lot 27 thereof) and the Marvins are the owners of real property in Sheboygan County, Wisconsin known as Lot 17 of Fox Run Settlement, and the Rutledges are the owners of real property in Sheboygan County, Wisconsin known as Lot 27 of Fox Run Settlement, all as described in Exhibit A attached to this Declaration;

WHEREAS, the Developer, the Marvins and the Rutledges desire to provide for the preservation and enhancement of the property values, amenities, environment and opportunities in Fox Run Settlement and to this end and in order to ensure the best use of the land and most appropriate ecological development and to prevent the erection of poorly designed or constructed improvements, desire to subject the real property to the covenants and restrictions set forth in this Declaration, each of which is for the benefit of the property and each owner of the property;

NOW, THEREFORE, the Developer, the Marvins and the Rutledges declare that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions set forth in this Declaration.

ARTICLE I.

Definitions

1.1 "Declaration" shall mean the covenants and restrictions and all other provisions set forth in this entire document, as it may be amended from time to time.

1.2 "Developer" shall refer to James M. Roenitz and his assigns.

1.3 "The Property" shall mean and refer to all real property which becomes subject to the Declaration.

1.4 "Lot" shall mean and refer to any lot of land within the Property.

1.5 "Owner" shall mean and refer to the record owner whether one or more persons or entities of the fee simple title to any Lot.

ARTICLE II.

Property Subject to This Declaration

2.1 Existing Property. The real property presently subject to this Declaration is located in Sheboygan County, Wisconsin and is more particularly described in Exhibit A attached to this Declaration. Existing structures or improvements on that property as of the date of this Declaration shall not be deemed to violate any of the covenants and restrictions of the Declaration.

2.2 Additions to Existing Property. The Developer and others shall have the right, but not any obligation, to bring within the scheme of this Declaration additional properties which are contiguous (defined as without intervening private land) to the Property by executing and recording with the Register of Deeds for Sheboygan County, Wisconsin, one or more documents specifically subjecting the property to this Declaration.

ARTICLE III.

Architectural and Aesthetic Control

3.1 Architectural and Aesthetic Control Committee. The administration of these restrictions, the authority to grant approvals under this Declaration, and the discretionary powers granted in this Declaration shall be vested in the Fox Run Settlement Architectural and Aesthetic Control Committee ("FRSAACC"). ~~So long as the Developer, or his successors and assigns, shall own at least ten Lots, the authority and functions of the FRSAACC shall be exercised solely by the Developer, or his successors and assigns.~~ When the Developer, or his successors or assigns, no longer owns at least ten Lots, he shall promptly select five Owners as a nominating committee, which shall nominate between three and five Owners (who may be one or more of their number) for election to serve on the FRSAACC. The FRSAACC, consisting of three members, shall then be elected from the nominees by all of the Owners, by plurality. The members of the FRSAACC shall serve for three years, or until their successors have been duly elected. Vacancies will be filled by similar elections for new terms of three years. The members of the FRSAACC shall have no personal liability by reason of their acts as members.

In the election of members of the FRSAACC, and in effecting an amendment or taking other actions under this Declaration, each Lot (or two or more adjoining Lots consolidated as one building site) shall represent one vote only, regardless of the number of Owners of the Lot, and regardless of the number of Lots owned by one person, party or entity. The vote of the majority of the Owners of a Lot shall represent the vote of that Lot. *investigate*

3.2 Purpose. The FRSAACC shall regulate the exterior design, appearance, use, location and maintenance of the Property and of improvements on the Property in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

3.3 Approval by FRSAACC. No structures, including fences, walls, windbreaks or other barriers, shall be altered, placed or erected on any Lot until the building plans, specifications and site plan showing the location have been approved in writing by the FRSAACC as to size, quality, materials, harmony of exterior design and colors with existing and planned structures, and as to location with respect to topography, trees, neighboring structures, setbacks, finished grade elevations, driveways, landscaping or other natural characteristics of the affected Lot, adjacent Lots and improvements. The plans and a sketch or view of the proposed improvement must be submitted to the FRSAACC in writing and all approvals or disapprovals of the plans submitted must also be in writing. If the FRSAACC fails to approve or disapprove plans within 40 days of receipt or if no suit to enjoin the erection of a structure or the making of any alterations or to require their removal has been commenced within one year from the date of their completion, approval will not be required and this covenant shall be deemed to have been fully complied with. *change?*

3.4 Landscape Control. Lot landscape design, installation and maintenance, including the unpaved street right-of-way adjacent to the Lot, shall promote and preserve the appearance, character and value of the surrounding areas. All driveways and offstreet parking must be attractively graveled or surfaced with concrete or asphalt. A landscape plan must be submitted to the FRSAACC for approval along with all other plans and specifications, and unless otherwise required by the FRSAACC, all landscaping must be completed within 15 months of the date of issuance of a building permit for the residence on the Lot.

ARTICLE IV.

Use of Property

4.1 Lot Use. All Lots shall be used for single family residential purposes only; however, two or more Lots may be combined into a single building site and Lots may be used for recreational purposes appurtenant to neighboring residences. No building or structure of any kind shall be constructed, altered, placed, maintained or permitted upon any Lot except a private, permanent, single family dwelling designed for and adapted to the occupancy of not more than one family and accessory buildings as allowed by this Declaration. No building or structure shall exceed two and one half stories (including attic) in height from the final Lot grade. All dwellings must have an attached garage large enough to accomodate two cars but no larger than necessary to accomodate four cars. ~~No commercial, retail, wholesale, industrial, professional or business activity shall be conducted or carried on from any Lot or structure on the Property.~~

Change?

4.2 Building Location. No building or structure shall be built or moved onto any Lot within the minimum yard requirements for the Lot as set forth in the Zoning Ordinance for the Town of Plymouth, Wisconsin, adopted January 8, 1979. The area upon which no building or structure shall be built shall be known as the setback area. The FRSAACC, by unanimous decision, may alter the defined setback area if consistent with subsequent zoning ordinances and basic principles of good site interrelationship between various other buildings in the lot grouping.

Change?
to current
ordinances
makes this
OK

4.3 Restriction on Further Subdivision. No Owner other than the Developer shall further subdivide any Lot so as to form additional building sites nor shall any Owner other than the Developer sell or separate any portion of any Lot so as to increase or decrease the size of the Lot as set forth on the plat of Fox Run Settlement as recorded in the office of the Register of Deeds for Sheboygan County.

4.4 Dwelling Size. No dwelling shall be built or moved onto any Lot that does not have a ground floor living area of at least 1,750 square feet in a one story, split level or bi-level structure; or 1,200 square feet or more on the ground floor of a two story structure, with the second story having no less than 900 square feet. For the purpose of this section, square footage shall not include garages, breezeways, open porches or covered patios. The FRSAACC shall have sole discretion to determine which dwelling size requirements apply to a proposed dwelling and whether those requirements have been met.

4.5 Temporary Buildings. No trailer, basement, shack, garage or other type of temporary or outbuilding shall at any time be used as either a permanent or temporary residence.

4.6 Accessory Buildings. No more than two accessory buildings, including barns, will be allowed on any Lot, except Lot 17 and Lot 27, on which no more than four accessory buildings will be allowed. No other accessory buildings will be allowed on any Lot. The design, construction and placement of accessory buildings must be approved by the FRSAACC. No accessory buildings may be constructed on a Lot until after the residential dwelling has been constructed on that Lot.

4.7 Storage. No bus, trailer, boat, fish shanty, farm equipment, snowmobile, unlicensed or inoperable automobile, or any other debris, junk or untidy material shall be stored, kept or maintained on any Lot other than in the residential dwelling, garage, barn or accessory building.

4.8 Fences or Windbreaks. No fence, wall, windbreak or other barrier in excess of four feet in height shall be built or maintained in the setback area nor shall any fence, wall windbreak or barrier in excess of six feet be constructed on any other part of the Lot unless it is an approved structural part of a dwelling, garage, barn, or accessory building.

4.9 Signs. No sign of any kind shall be erected or maintained upon the roadway fronting on any Lot or upon any Lot within the property other than one sign not exceeding 24 inches by 36 inches in size, which identifies the residential inhabitants and the farm or home name of each Lot. This restriction shall not apply to Lots owned by the Developer.

4.10 Fill. Where fill is necessary on the building site to obtain proper topography and finished ground elevation, all filling shall be in accordance with a site plan approved by the FRSAACC. All fill shall be free of waste material and shall not contain noxious materials that will give off odors of any kind. All dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation, earth or fill shall be removed from the Lot at the owner's expense and shall be deposited within the Property if directed by the Developer.

4.11 Earth or Mound Homes. Earth or mound home structures that are certified by an architect and engineer may be built if all other provisions of this Declaration are

adhered to and construction is undertaken by a firm approved by the FRSAACC. The FRSAACC may, in its sole discretion, impose additional restrictions on the construction of an earth or mound home in order to maintain the property values of the adjoining Lots. The FRSAACC, in its sole discretion, shall determine whether a proposed structure is to be considered an earth or mound home.

4.12 Mobile Homes. Mobile homes, whether temporary or permanent and regardless of appurtenances constructed or attached to them, shall not be permitted on any Lot. The FRSAACC shall make the final determination whether a structure is a mobile home, and the decision shall be based upon an understanding that a structure that at any time was a mobile home shall at all subsequent times be considered a mobile home.

4.13 Noxious Activities. No noxious or offensive activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any Lot. Motorized off-the-road vehicles, including snowmobiles, go-carts and all-terrain vehicles, shall not be operated on any portion of the property at any time. This restriction shall not apply to licensed motor vehicles, motorcycles, mopeds and golf carts.

4.14 Animals. Four or fewer household pets may be maintained on each Lot if they are not kept, bred or maintained for commercial purposes and if they are not allowed to annoy or injure neighbors. No more than two horses may be maintained on any Lot except Lot 2, ~~Lot 17~~ and Lot 27, on which no more than four horses may be maintained. No other livestock, poultry or animals shall be maintained on any Lot. If animals are maintained on a Lot, the manure storage will be controlled and the manure removed periodically so as not to affect adjoining properties. Manure storage shall not be located within 100 feet from any Lot line. The location of barns, manure storage, pasturing, corrals and other related areas shall be an integral part of the site plans submitted for approval to the FRSAACC.

See Amendment

ARTICLE V.

Maintenance

5.1 Authority. The FRSAACC shall have the authority to maintain any common area in the Property, including the maintenance and snow plowing of roads, the maintenance of walking trails and bridle trails, and the erection and maintenance of signs identifying the Property.

*Covenants only
Good for
20 yrs
+ 3x5 extension
35 years*

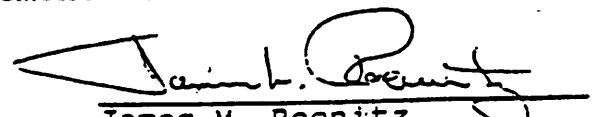
6.8 Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all parties and owners of the land and on any parties holding under them for a period of 20 years from the date this Declaration is recorded. This Declaration may be extended for three successive periods of five years each by the recording of an instrument agreeing to extend the term. The instrument must be signed by the Owners of a majority of the Lots and shall be recorded at least nine months prior to the expiration of the term.

6.9 Enforcement. The Developer or any Owner shall have the right to enforce all covenants and restrictions imposed by this Declaration by any proceeding at law or in equity. The action may be either to restrain violation or to recover damages. As to many of the restrictions, it would be impossible to measure the monetary loss suffered by a violation so equitable or injunctive relief may be the only remedy.

6.10 Severability. The invalidation of any one of these covenants or restrictions by judgment, court order or change of law shall in no way affect any other provisions, and the remaining provisions shall remain in full force and effect.

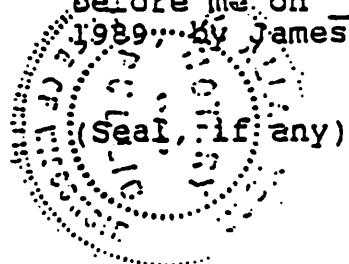
6.11 Amendment. This Declaration may be amended at any time by the recording of a written instrument signed by the Owners of not less than 75% of the Lots; however, the Developer must consent to any amendment so long as he owns seven or more Lots.

6.12 Acceptance and Cost of Enforcement. Each Owner, by accepting an interest in any Lot, agrees to be bound by all the conditions, limitations, reservations and restrictions contained in this Declaration, and in the event of a breach agrees to pay all costs, including reasonable attorney fees, for the enforcement of these covenants and restrictions.


James M. Roenitz

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

This instrument was acknowledged
before me on March 17
1989 by James M. Roenitz.




Notary Public
My commission is permanent

Craig R. Marvin
Craig R. Marvin

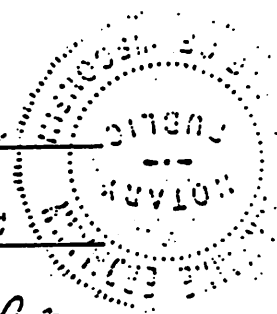
Donna Marvin
Donna Marvin

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

This instrument was acknowledged
before me on 1st of June 1989,
1989, by Craig R. Marvin and Donna
Marvin.

(Seal, if any)

Doraine Erickson
Notary Public
My commission 6/24/90



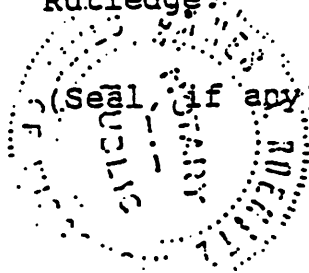
Hamilton Rutledge
Hamilton Rutledge
Charlene Rutledge
Charlene Rutledge

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

This instrument was acknowledged
before me on March 20 1989,
1989, by Hamilton Rutledge and Charlene
Rutledge.

(Seal, if any)

James L. Reedy
Notary Public
My commission Expires 1/21/91



1355991

AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
FOX RUN SETTLEMENT
TOWN OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN

A Declaration of Covenants and Restrictions for Fox Run Settlement, Town of Plymouth, Sheboygan County, Wisconsin was executed June 1, 1989 and recorded in Volume 1112 of records on pages 587-587 in the office of the register of deeds of Sheboygan County, Wisconsin (the Declaration).

The undersigned James M. Roenitz is the Developer as defined under the Declarations and he is also the owner of Lots 1, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 21, 22, 23, 24, 25, 26, 29 and 30, 32 and 33 of Fox Run Settlement, being more that 75% of the Lots.

Pursuant to Section 6.11 of the Declaration, James M. Roenitz amends and restates Section 4.14 of the Declaration as follows:

4.14 Animals. Household pets may be maintained on each Lot if they are not kept, bred or maintained for commercial purposes and if they are not allowed to annoy or injure neighbors. No more that two horses may be maintained on any Lot except Lot 2 and Lot 27, on which no more than four horses may be maintained. No other livestock, poultry or animals shall be maintained on any Lot. If animals are maintained on a Lot, the manure storage will be controlled and the manure removed periodically so as not to affect adjoining properties. Manure storage shall not be located within 100 feet from any Lot line. The location of barns, manure storage, pasturing, corrals and other related areas shall be an integral part of the site plans submitted for approval to the FRSAACC.

The original covenants and restrictions of the Declaration are ratified and confirmed in all other respects.

James M. Roenitz

James M. Roenitz 001EN2330 0006 JR

\$4.00

001EN2330 0006 LRIB

\$2.00

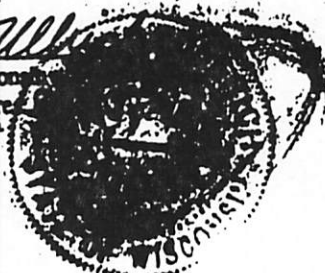
001EN2330 0006 CD LRM

\$4.00

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

This instrument was acknowledged
before me on Oct 29, 1992.
by James M. Roenitz.

James M. Roenitz
Notary Public - Wisconsin
My commission expires



REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 30th
day of Oct, 1992
at 11:23 o'clock A.M., and
Recorded in Vol. 1243
of Exp on page 584

James J. Davis
Register

92 OCT 30 AM 11:23

264
DMTG
(VSS)