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JOHN VOGEL AND BARBARA VOGEL,
husband and wife

TO THE PUBLIC:

RESTRICTIVE COVENANTS

WHEREAS, John Vogel and Barbara Vogel are the owners of certain property located in the City of Manitowoc, Manitowoc County, Wisconsin, more fully described as follows:

lots Numbered Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), and Thirteen (13), all in Block Numbered Thirty-one (31) in the Village of Manitowoc Rapids, now annexed to the City of Manitowoc, according to the recorded plat thereof, now known as Tracts 1, 2 and 3 of Certified Survey Maps as recorded in Vol. 14 of Certified Survey Maps, Page 297, as Document No. 736926.

John Vogel and Barbara Vogel are subdividing and selling the property described herein per the survey attached hereto as Exhibit "A". Each lot is surveyed and the boundaries are marked.

Access to said parcel or parcels shall be through an easement granted to John Vogel and Barbara Vogel from Wisconsin Public Service Corporation, more particularly described as follows:

A 30' wide public access and utility easement over the following described property: A 150' strip of land located in Government Lot 3 in the NW 1/4 of the SE 1/4 of Section 23, Township 19 North, Range 23 East, as described in Volume 261 of RECORDS, Page 531, and Volume 272 RECORDS, Page 439, at the Manitowoc County Register of Deeds' office.

For themselves and their successors in interest, Grantees agree to indemnify and hold harmless Grantor and its agents and employees from and against any and all claims, damages, loss and expenses including reasonable attorney's fees arising out of any incident which occurs on the before-described parcel of property and which is caused by Grantees' negligent act or omission or that of their successors in interest.

Said access shall be shared equally by all owners of said parcel or parcels, as well as all costs for maintenance and upkeep, snow removal, grading, etc. Each owner of a lot or lots shall carry, at a minimum, liability insurance limits of \$500,000.00 and include in said coverage, their interest in the driveway easement from Broadway Street to their subject lots.

All utilities, including municipal sewer and water, electricity, gas and cable shall be provided to each lot. John Vogel and Barbara Vogel shall pave said access road and cul de sac within 24 months of construction of access road with asphalt paving. Paving of each lot's private driveway shall be at each lot owner's expense. It shall be the responsibility of the owner of

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each lot to pay for any costs of connection to said utilities, as well as the maintenance of those utilities on their respective lots. It shall be the responsibility of all owners of the lots subject to these covenants to equally share in the maintenance of any utility lines, pipes, poles, etc. that connect the subject parcels jointly on any easements for the same.

And for the benefit of all successors to John Vogel and Barbara Vogel and future owners thereof, and to establish a general plan for the use, occupancy and enjoyment of said Subdivision, all conveyances of lots in said Subdivision, shall be subject to the Restrictions set forth in this document and these Restrictions shall be construed as running with the land and shall hereafter apply to all of the lots platted in said Subdivision as hereinafter stated, unless expressly excepted by this document.

1. No less than the whole of any lot shall be transferred, assigned or conveyed;

2. Residential use. The lots, and each and every one of them, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or professional office, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on any lot, or on any part of any lot. No improvement or structure whatever, other than a first class private dwelling house, patio, swimming pool, and customary outbuildings, and garage in same architectural style as residence, may be erected or maintained on any lot in the premises;

3. No building shall exceed forty-five (45) feet or two (2) stories in height, unless the written consent of John Vogel and Barbara Vogel, or their successors, is obtained therefor;

4. All electric service wires in or on lots in said Subdivision shall be placed underground, unless the Public Utilities or its successor has discontinued the practice of underground installation; this shall not be deemed to include utility primary and secondary distribution lines or street lighting circuits and lines;

5. All telephone service wires shall be placed underground unless the Wisconsin Telephone Company or its successor has discontinued underground installation, or refuses to do so;

6. No single family residential structure shall be erected on any lot which contains less than 1,800 square feet for a single story home or less than 2,400 square feet for a two-story home.

7. No noxious or offensive trade shall be carried on upon any lot nor should anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood;

8. No trailer, basement, tent, shack, garage, barn, or other

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out building erected in the Subdivision shall at any time be used as a residence, temporary or permanent. A storage shed of not more than 150 square feet may be erected on any lot provided it is of the same architectural style as the home; No camper, trailer,

disabled or unused vehicles, boat, or other personal property may be stored for more than 72 hours except in a building.

9. No building previously erected elsewhere shall be moved upon any lot in said Subdivision;

10. No building or premises shall be used, nor shall any building be hereafter erected or altered, so as to constitute more than a one-family dwelling.

11. These Restrictions, Covenants and Agreements are to run with the land and be binding on all parties and all persons claiming under them.

12. If the owners of the land subject to these Restrictions, or their heirs, successors and assigns, shall violate any of the Covenants, Agreements or Restrictions herein, it shall be lawful for any persons owning any other lot in said Subdivision to prosecute any of the proceedings at law or equity against the person or persons violating or attempting to violate said Covenants, Restrictions and Agreements and either to prevent him from so doing and/or to recover damages or other dues from such violation;

13. Invalidity of any one of these Restrictions, Covenants or Agreements by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

14. All dogs, cats and any other pets allowed by these restrictions must be licensed by the City and must have all vaccinations as required by any laws, codes or regulations.

15. No horse, cow, hog, goat, or similar animal shall be kept or maintained on the property conveyed or any portion thereof, nor shall any chicken yard or similar facility be maintained thereon. Dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

16. No modular, manufactured, prefabricated or closed-walled homes whereby plumbing, electrical or heating systems are installed off the location shall be erected on the above described property.

17. Tanks, and other storage. No elevated or underground storage tanks of any kind shall be erected, placed, or permitted on any part of the outside of any premises. All garbage cans or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by John Vogel and Barbara Vogel, or their successors prior to construction.

18. Setback lines. No building, structure, outbuilding, or appurtenance of any nature shall be located closer than six (6) feet from any lot or property line.

19. Approval of plans. All plans for the construction of private roads and driveways and all building plans for any building, fence, corral, wall, or structure to be erected upon any lot, and their proposed location upon any lot, and any changes after approval, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in the premises shall require the approval in writing of John Vogel and Barbara Vogel. Before beginning the construction of any road, driveway, building, fence, wall coping, or other structure whatsoever, or remodeling, reconstruction, or altering any road, driveway, or structure upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to John Vogel and Barbara Vogel two complete sets of road or driveway plans, showing the locations, course, and width or two complete sets of building plans and specifications for the building, fence, wall coping, or other structure, as is applicable, planned to be erected, constructed, or modified. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of John Vogel and Barbara Vogel, and which does not comply fully with the approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of plans and specifications shall be evidenced by written endorsement on the plans and specifications, a copy of which shall be delivered to the owner of the lot upon which the prospective building, road, driveway, or other structure is planned prior to the beginning of construction. No changes or deviations in or from the plans and specifications as approved shall be made without the prior written consent of John Vogel and Barbara Vogel. John Vogel and Barbara Vogel, their heirs and assigns shall not be responsible for any structural defects in the plans or specifications or in any building or structure erected according to the plans and specifications.

20. Commercial vehicles. No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless first approved by John Vogel and Barbara Vogel and kept in a garage completely enclosed.

21. Expenses. If John Vogel or Barbara Vogel hires counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, or to reenter, by reason of a breach, all costs incurred in the enforcement, including a reasonable fee for counsel, shall be paid by the owner of the lot or lots and John Vogel and Barbara Vogel shall have a lien upon the lot or lots to secure payment of all such accounts.

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22. Waiver. No delay or omission on the part of the reversionary owner or the owners of other lots in the premises in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against John Vogel and Barbara Vogel for or on account of their failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by them.

23. Trash receptacles. Trash receptacles shall be in complete conformity with sanitary rules and regulations. No trash or garbage incinerators shall be permitted.

Dated this 19th day of October, 1994.

IN PRESENCE OF:

By

John Vogel

By

Barbara Vogel

STATE OF WISCONSIN

MANITOWOC COUNTY

} ss

Personally came before me this 19th day of October, 1994, John Vogel and Barbara Vogel, of the above-named general partnership, to me known to be the persons who executed this foregoing instrument, and acknowledged that they executed the foregoing instrument as such general partners.

Terence P. Fox

Notary Public, Manitowoc County, WI
My Commission: is permanent.

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Terence P. Fox
Dewane, Dewane, Kummer & Lambert
P.O. Box 1507
Manitowoc, WI 54220

10.00 CASH