965504

DECLARATION OF COVENANT

We the undersigned, being fee owners of the following described real property, to-wit:

Part of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 5, Town 15 North, Range 21 East, Town of Plymouth, Sheboygan County, Wisconsin and is described as follows:

Commencing at the North Quarter corner of Section 5, Town 15 North, Range 21 East; thence South 00° 09' 32" West, along the East line of the Northwest Quarter of said Section 5, a distance of 1848.59 feet, to a point on the centerline of C.T.H. "CJ", said point also being the point of beginning;

Thence from said point of beginning, continuing South 00° 09' 32" West, along the East line of the Northwest Quarter of said Section 5, a distance of 319.14 feet; thence North 89° 00' 36" West, a distance of 141.11 feet; thence South 04° 04' 49" East, a distance of 344.59 feet; thence North 89° 30' 23" West, a distance of 627.44 feet; thence North 00° 09' 32" East, a distance of 470.00 feet; thence North 37° 02' 13" East, a distance of 726.03 feet to a point on the centerline of C.T.H. "C" and a point of curvature; thence Southeasterly along a curve to the right and coincident with the centerline of C.T.H. "C", a distance of 215.94 feet, said curve having a radius of 541.50 feet and a main chord which bears South 44° 51' 52.5" East, a distance of 214.51 feet to a point of tangency on the centerline of C.T.H. "CJ"; thence South 33° 26' 25" East, along the centerline of C.T.H. "CJ", a distance of 185.51 feet to a point of curvature; thence Southeasterly along a curve to the right and coincident with the centerline of C.T.H. "CJ", a distance of 102.35 feet, said curve having a radius of 1207.15 feet, and a main chord which bears South 31° 00' 42" East, a distance of 102.32 feet to the point of beginning and containing 12.853 acres of land.

and the above said real property now being duly platted as "Burkshire Hills", a subdivision of the Town of Plymouth, Sheboygan County, Wisconsin, as said plat is now recorded in the office of the Register of Deeds, Sheboygan County, Wisconsin, and in Volume 12 of Plats, pages 100, hereby make the following declarations as to limitations, restrictions, and uses to which the lots constituting said pht may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified:

1. The use of lots shall be limited to the construction of one (1) single family residential dwelling per lot, which shall be of

not more than two and one-half (2½) stories in height. The ground area within the perimeter of the building at grade, exclusive of porches, garages, bays, patios, breezeways and similar additions, shall not be less than the following schedule, to-wit: (a) not less than 1500 square feet in the case of a one-story dwelling. For one-story dwellings the area of any porch up to 100 square feet which is roofed and which is built upon a foundation may be included to arrive at the total ground area required. (b) not less than 1800 square feet total in the case of a dwelling of one and one-half (1½) stories. (c) not less than 2000 square feet total in the case of a dwelling of two (2) stories and the floor area of the second floor shall not be less than 800 square feet. (d) split level dwellings shall have a minimum of 1200 square feet on the two (2) upper levels.

2. All lots shall be used only for residential purposes and no commercial or industrial use shall be permitted.

3. Any residential dwelling contructed shall be completed within fourteen (14) months of the date of commencement of construction.

4. All utilities, including but not limited to electric and telephone service shall be underground.

5. Each residential dwelling shall have an attached garage of not larger than a three (3) car capacity, which shall be constructed at the same time as such residential dwelling.

6. Not more than one (1) accessory building shall be permitted in addition to the principal dwelling on each lot.

7. No structure of any kind shall be moved onto any lot, and no living quarters of a temporary nature shall be permitted at any time, it being the intention that only permanent private dwellings with attached garages shall be permitted.

8. Mobile or modular homes, whether permanent or temporary, and regardless of appurtenances as might be constructed thereto shall not be permitted on any lot within the subdivision.

9. All buildings shall be set back a minimum of 50 feet from the front lot line, and no building shall be placed within 20 feet of a side lot line.

10. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odor or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except two dogs, two cats, and other small household pets such as canaries, or parrakeets, provided they are not kept, bred, or maintained for any commercial purposes.

12. No fence over three (3) feet in height shall be erected on any lot within 50 feet of the front lot line.

Dated this 10th day of October, 1973.

John James Burkart

John James Burkart II

State of Wisconsin)
) ss
Sheboygan County)

Personally came before me this 10th day of October, 1973, the above named John James Burkart and John James Burkart II, known to me to be the persons who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My commission is permanent.

RONALD W. DAMP NOTARY PUBLIC STATE OF WISCONSIN

1973 OCT 12 AM 11 20

FEE 8128 115 K00004.00 JR

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 12th day of Oct. A. D. 1973 at 11:20 o'clock A M., and Recorded in Vol. 712 of Records on page 9/11

Harry F. Rieder Register

Pd 4.00

Drafted by Ronald W. Damp, Attorney.

WISCONSIN ELECTRIC POWER COMPANY
AND
GENERAL TELEPHONE COMPANY

their successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace a line of poles, together with the necessary crossarms and transformers, anchors, guy wires, ~~braces~~ and other appliances necessary and usual in the conduct of their respective businesses, and to string, operate, maintain and replace wires and cables thereon, and to install, operate, maintain and replace conduit and cables underground, together with riser equipment, pedestals, terminals, markers, ~~barriers~~ and other appurtenant equipment, and also to construct, install, operate, maintain and replace pad-mounted transformer enclosures, together with concrete slabs, transformers and other necessary and usual appurtenant equipment, all for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, and for telephone service, upon, over, across, within and beneath certain easement areas described as follows:

the southeasterly 12 feet and the southwesterly 6 feet of Lot 1, the northeast 6 feet and the southeasterly 12 feet of Lot 2, the southeasterly 12 feet and the southwesterly 6 feet of Lot 3, the northeasterly 6 feet and the southeasterly 12 feet of Lot 4, the easterly 12 feet and the southeasterly 6 feet of Lot 5, the northwesterly 6 feet and the northerly 12 feet of Lot 6, the northerly 12 feet and the northeasterly 6 feet of Lot 7, the southwesterly 6 feet and the westerly 12 feet of Lot 8, the northwesterly 12 feet and the northeasterly 6 feet of Lot 9, the southwesterly 6 feet and the northwesterly 12 feet of Lot 10, in BURKSHIRE HILLS, being a subdivision of a part of the Southeast 1/4 of the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 15 North, Range 21 East, Town of Plymouth, Sheboygan County, Wisconsin.

~~Said easements across are contained within the plat of~~ ~~subdivision of as part of the~~ ( ) ~~recorded~~ ( ), ~~Township~~ ( ) ~~Meridian~~ ( ) ~~State~~ ~~and~~ ~~County, Wisconsin.~~

The right, permission and authority is also granted said companies to trim and keep trimmed all trees now or hereafter existing along the said line in said subdivision so that they will clear wires and cables strung not less than thirteen (13) feet above the presently existing ground level, by as much as five (5) feet, and so that the trees will not be liable to interfere with the transmission of electricity or with telephone service over said line; also, the right to cut down certain trees where it is found impractical to maintain clearance by trimming, or where said trees interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

Permission is also granted said companies to enter upon said premises for the purpose of exercising the rights herein acquired.

IN WITNESS WHEREOF, we have hereunto set our hand s and seal s this 5th day of September, 19 73

In Presence of:

Wm. G. Mooney

Diane J. Diver

John J. Burkhart (SEAL)

John J. Burkhart II (SEAL)

STATE OF WISCONSIN } SS
Sheboygan COUNTY.

Personally came before me this 5th day of September, 19 73,

the above named JOHN J. BURKHART and JOHN J. BURKHART II

to me known to be the person who executed the foregoing instrument and acknowledged the same.

I.D. ON WO 73-59, 6-WO 91-7042 APPROVED:

INITIALS	DATE
JJB	6/8/73
LLF	6-8-73

Wm. G. Mooney
Notary Public, Sheboygan Co., Wis.
My commission expires ~~is~~ permanent

This instrument was drafted by G. Fleming on behalf of Wisconsin Electric Power Company.

VOL 714 PAGE 267

STATE OF WISCONSIN)
: SS
_____COUNTY)

Personally came before me this ___ day of _____, 1973, the above named JOHN J. BURKHART II, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, _____ Co., Wis.

My commission expires _____

Doc. No. _____

JOHN BURKHART and JOHN J. BURKHART II

TO

WISCONSIN ELECTRIC POWER COMPANY
GENERAL AND
WISCONSIN TELEPHONE COMPANY

EASEMENT

A part of the SE 1/4 Of the NE 1/4 and part of the NE 1/4 of the SW 1/4 of Sec. 5-15N-21E, Town of Plymouth Sheboygam County, Wisconsin.

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 15th day of Nov. A. D. 1973 at 1:12 o'clock P M. and Recorded in Vol. 716 of Records on page 267/8
Margaret Wagner Register

I.D.O. TD— WB 73-59
Chg. Acct. W.O. 91-7042

Return to O. F. KOSKI
Real Estate Dept., 231 W. Michigan St.
MILWAUKEE, WIS. 53201

3.00

vol. 810 mg 905

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WELL AGREEMENT

THIS INDENTURE, made between WILLIAM W. WALTERS and CAROLYN W. WALTERS, his wife, parties of the first part and EGGEBEEN BUILDERS, INC., a Wisconsin corporation, party of the second part.

WITNESSETH:

WHEREAS, WILLIAM W. WALTERS and CAROLYN W. WALTERS, his wife, are the owners in fee simple of the following described real estate situated in the Plat of Burkshire Hills Subdivision, Sheboygan County, Wisconsin, to wit:

Lot Seven (7), Burkshire Hills Subdivision, and

WHEREAS, EGGEBEEN BUILDERS, INC., are the owners in fee simple of the following described real estate situated in the Plat of Burkshire Hills Subdivision, Sheboygan County, Wisconsin, to wit:

Lots Eight (8), Nine (9) and Ten (10), Burkshire Hills Subdivision, and

WHEREAS, the party of the second part is the owner of a well situated on the real estate at Lot Eight (8), Burkshire Hills Subdivision, and

WHEREAS, all of the above described parties desire to obtain water from said well as to each and every lot above described.

NOW, THEREFORE, the parties hereto in consideration of the covenants and agreements of the other herein contained and of the sum of One ($1.00) Dollar to each in hand paid by the other, the receipt of which is hereby acknowledged, have covenanted and agreed and each of them does hereby covenant and agree with the other as follows:

CONVEYANCE OF EASEMENT

The parties of the second part hereby grant to all parties hereto, the owners of all other lots heretofore described above, and the owners to be of said lots, the right to use the well located on Lot Eight (8) together with a line running from said well southwesterly unto Lot Seven (7) and also from said well generally northeasterly across Lot Eight (8), Nine (9) and unto Lot Ten (10) together with any lateral pipes therefrom as required to service the respective lots.

EXPENSES

The part of the second part agrees to construct at its expense the water lines to the lots described above.

The parties hereto agree to share the costs and expenses of maintaining the above described well in good repair, excepting electricity, in equal shares.

As to electricity, in the operation of said pump and well, the cost is to be apportioned equally among all lots stated above upon which residences are constructed and therefore would be users of said water. Further, as to those lots on which no residence has yet been constructed, upon commencement of such construction, the owner of said lot shall begin to participate in the pro rata cost of the electricity.

Ownership of a completed residence or one under construction shall be the basis for determining whether or not the owner of the lots herein shall be obligated to share their pro rata cost each month and actual use or occupancy of the residence shall not alter that obligation.

MAINTENANCE AND REPAIRS

The repairs and maintenance to be undertaken and performed under this agreement shall include the pump and well and all electrical wiring and attachments for the necessary operation of said well. Each party shall be responsible for all expense expended for repair of the water pipes leading from the well to their respective premises.

All repairs or maintenance which shall be deemed necessary and advisable in order to furnish water for the lots stated above shall be borne by the owners of said lots and each shall assume their proportionate share of financial liability for the cost of said repairs and maintenance, except as stated otherwise above.

USES OF WATER

The owners of the lots shall be restricted to the use of said water for normal, residential drinking and sanitary purposes and for such other reasonable and normal

residential uses. The owners of the lots hereto shall not utilize the water from the well for filling any swimming pool constructed below or above or partially above the ground having a diameter of more than ten (10) feet. For pools having a diameter of less than ten (10) feet, the water from said well shall only be used one time per year for filling said pool and for refilling said pool to the extent that water evaporates from the pool.

PAYMENT OF ELECTRICITY

The owner of the lot stated above shall pay each and every month on the first day of said month to the owner of Lot Eight (8), his proportionate share of the electrical costs for the preceding month. Failure to pay said amount of any owner's electrical cost when due shall cause interest to accrue per annum at twelve (12%) percent per year.

AVAILABILITY OF WATER

In the event at any date the existing well is not able because of the available water supply to furnish the above named lots a continuous water supply for the normal and reasonable residential uses, the right granted under this well agreement shall terminate as to any of the above named lots upon which no residence has been completed for residential use and such owner of said lot or lots shall convey by proper legal document terminating his rights as well as the other owners remaining as parties to the well agreement, and shall release any rights they may have as the result of the well agreement as to the lot so terminated.

The easement obligations and rights described herein is to and shall run with the lots described in this well agreement and shall be for the benefit and use of all owners as to the lots described above, their heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____day of July, 1977.

(SEAL)
WILLIAM W. WALTERS

STATE OF WISCONSIN)
ss.
SHEBOYGAN COUNTY)

Personally came before me this 26th day of July, 1977, the above named William W. Walters and Carolyn W. Walters, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Margaret Ott.
Notary Public, Sheboygan County, WI
My Commission Expires:
Nov 19 1978

EGGEBEEN BUILDERS, INC.

By: [signature]
JOHN EGGEBEEN - President

Countersigned:

By: [signature]
GERALD R. EGGEBEEN, Secretary

STATE OF WISCONSIN)
ss.
SHEBOYGAN COUNTY)

Personally came before me this 26th day of July, 1977, the above named John Eggebeen, President and Gerald R. Eggebeen, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

[signature]
Notary Public, Sheboygan, WI
My Commission Expires: June 19, 1981

VICKI L. RADTKE NOTARY PUBLIC STATE OF WISCONSIN

1977 AUG 1 AM 8 37

Received for record this 1st day of Aug. A.D. 1977 at 8:30 A. M. and recorded in Vol. 810 of Records on page 908/11

rec'd 1-2997 M00005.00

Eggebeen Bldrs
1601 North St

810 --015