359277

PROTECTIVE COVENANTS

WHEREAS, the owner seeks to create a neighborhood which will be attractive to the home buyer, sound for investors and creditable to the community, does hereby designate the hereinafter enumerated restrictions which shall be applicable to and binding upon all persons as a covenant running with the land upon the following described real estate, to-wit: All of Oakwood Knolls Unit #2, being a subdivision of parts of the Northeast one-quarter (NE¼) of the Southwest one-quarter (SW¼) and of government lot 2 of the Southwest one-quarter (SW¼) of Section Thirty-six (36), Township One (1) North, Range Twenty (20), East of the Fourth Principal Meridian, Kenosha County, Wisconsin.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than 3 cars, except Lot 3, Block 13.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by Oakwood Knolls Realty Corp., A Wisc. corporation, its successors or assigns, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In the event said company or its designated representative shall fail to approve or disapprove such plan within 30 days after said plan and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection, placing or altering such structure has been commenced prior to the completion thereof, such approval will not be required. The powers and duties of said company under this provision shall cease on and after 30 years. Thereafter, the approval described in this provision shall not be required unless, prior to said date and effective thereon, a written instrument executed by the then owners of a majority of the lots in said subdivision shall be recorded in the Office of the Recorder of Deeds of Kenosha County, Wisc., appointing an architectural committee consisting of three persons, and naming each such person and giving his or her address, which said committee shall have like duties and powers as said company during said original 30 year period. A majority of said committee shall have the right to designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this provision. At any time, the then record owners of a majority of said lots shall have the power through a written instrument duly recorded in the Office of the Recorder of Deeds of Kenosha County, Wisc. to change the membership of the said committee or to withdraw from said committee or restore to it any of its powers and duties. The approval or disapproval of said committee as required by this provision shall be in writing. In the event, the said committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications will have been submitted to it, or in any event, if no suit to enjoin the construction, placing or altering of such structure has been commenced prior to the completion thereof, approval will not be required and the provisions hereof shall be deemed to have been fully complied with.

3. No dwelling shall be permitted on any lot at a cost of less than $4,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minumum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open pordhes and garages, shall be not less than 680 square feet for a one-story dwelling, nor less than 528 square feet for a dwelling of more than one story. No dwelling, exclusive of open porches or garages, shall be less than 768 square feet if located on any of the following lots: 4 to 8 inclusive, Block 13.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 12½ feet to the front lot line, or nearer than 12½ feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. Nothing contained in this covenant is intended to nullify the easements for the installation and maintenance of utilities and drainage facilities which are reserved as shown on the recorded plat.

5. All dwellings in this subdivision shall be erected with the front facing the street.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. No detached garage shall be built closer than 70 feet from the front lot line, except Lots 7 and 8, Block 13; Lot 14, Block 14; and Lot 12, Block 16 on which lots garage shall not be built closer than 50 feet from the front lot line.

8. Only ornamental fence or hedge shall be erected or placed on these premises.

9. All sanitary facilities shall conform with State of Wisconsin and Town of Salem regulations.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done theronwhich may be or may become an annoyance or nuisance to the neighborhood.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

VOL 394 PAGE 231

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

16. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Witnesses :

Lillian Levin
Lillian Levin

Frances Frazer
Frances Frazer

OAKWOOD KNOLLS REALTY CORPORATION

BY: Mark Horwitz
Its President

ATTEST:

BY: Joe Horwitz
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Thelma Brody, a notary public in and for the County and State aforesaid, do hereby certify that Mark Horwitz, President of Oakwood Knolls Realty Co., an Illinois corporation, and Joe Horwitz, Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Company, did affix said corporate seal of said Company to the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of August, A.D., 1954.

Thelma Brody
Notary Public

Expires on 11/10/56

359277

VOL. 394 PAGE 282

REGISTER'S OFFICE }
Kenosha County, Wisc. }
Received for record, the 2nd
day of September A.D., 1954
at 10:15 O'clock A M., and
recorded in Vol. 394 of
Deeds, on page 279-82

Harold J. Schend
Register of Deeds

Jean Griffin
Deputy

Oakwood Knolls Realty Corp
189 West Randall, Pl. 5th
Chic 1, Ill

3 00