VOL 1766 PG 644

RESTRICTIVE COVENANTS FOR ALL LOTS LOCATED IN SILVERIDGE SUBDIVISION NO. 1

KNOW ALL MEN BY THESE PRESENTS that Northland Associates, LLC, Owner (hereinafter "Developer") of the following described property in the City of Manitowoc, Manitowoc County, State of Wisconsin:

Block 1, Lots 1-5; Block 2, Lots 1-8; Block 3, Lots 1-5; Block 4, Lots 1-10; Block 5, Lots 1-26, Silveridge Subdivision No. 1, City of Manitowoc, Manitowoc County, Wisconsin.

WHEREAS, the Developer believes it advisable to establish protective covenants and restrictions which will preserve and protect the desirability, beauty and value of the above described property for the benefit of all the owners thereof and their heirs, personal representatives, successors and assigns.

WHEREAS, Developer will sell the property described above and platted in the survey attached hereto as Exhibit "A". Each lot is surveyed and the boundaries are marked; each lot will be subject to the restrictions; and

WHEREAS, the Owner has formed a Committee of Architecture that shall review and approve all plans and specifications for any building or improvements or additions, patios, decks, or pools proposed to be built in this Subdivision. The primary purpose of the Committee of Architecture is to review and approve the construction being proposed by the lot owner. The Committee of Architecture shall consist of Daniel P. Wergin, Terence P. Fox, and Steven D. Lauson. Should any of the committee members resign, be unable, or refuse to serve, the Developer shall select the replacement member. No owner may commence excavation or tree clearing of their lot or commence any construction without the written approval of the Committee of Architecture. The Committee of Architecture, in its absolute unfettered discretion, has the authority to accept or reject any building plan or require modifications to any plan submitted for approval. The Committee of Architecture shall designate driveway location and may require neighboring driveways to be adjacent to one another; and

WHEREAS, for the benefit of all successors to Developer 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.

NOW, THEREFORE, in consideration of the aforementioned purposes, it is agreed that the following protective covenants, conditions and restrictions are established and binding upon the above described property:

1. **PURPOSE.** The purpose of these restrictions is to ensure the use of the subdivision for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to ensure to each lot owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other lot owners.

2. **LAND USE AND BUILDINGS.**

(a) All lots will be used for single family dwellings only, except that Lots 1 and 2 of Block 1, Lots 1 and 8 of Block 2, Lots 5 and 9 of Block 3, Lot 5 of Block 4, and Lots 1, 2, 3 and 4 of Block 5 may be used for duplexes or twindominiums. Except for the aforementioned duplex or twindominium lots, no buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and a similarly identical private garage, whether attached or detached, for not more than three cars.

(b) These restrictions shall not prevent the erection of summer porches, or below ground swimming pools, provided that such structures be built in the back part of a lot that is feasible for such structure and approved by the Committee of Architecture.

(c) All storage sheds of any nature need to be approved by the Committee of Architecture.

(d) Detached garages must be constructed with the same exterior materials as the house is. For example, if the front of the house has 50 percent brick and 50 percent cedar siding, with a cedar shake roof, then the garage should be built of the same materials and in the same style as the house.

(e) All homes in the subdivision must have a minimum garage width, whether it be attached or unattached, of 20 feet in order to hold at least two cars.

(f) No trade or business shall be conducted on any lot nor shall any building be used for storage or transfer for any products or materials connected with any trade or business.

(g) All electric service wires in or on the lots shall be placed underground. No above ground wiring, nor no roof or tower antenna is allowed. Satellite dishes or antenna must be concealed.

(h) Any propane tank for fuel supply must be located underground.

(i) No part of any lot subject to these restrictions may be used for overnight camping.

(j) All homes in the subdivision shall use at least 25% natural stone or brick siding on the side of the home facing the street or surrounding the front entrance of the home.

3. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No activity shall be conducted and no equipment or processes shall be used or maintained on the property which creates unusual noise, vibration, glare, fumes, odors (except fireplace, cooking, or a bonfire), or electrical interference detectable to normal senses beyond the lot boundary except in connection with construction, repairs or maintenance of the property.

4. **ENVIRONMENTAL CONCERNS.** No lot owner in this Subdivision shall engage in any activity which might reasonably be considered to constitute a threat to the environment, nor shall a lot owner be permitted to place any underground oil tanks or gasoline tanks upon a lot, except propane tank. The operation of any "customary home occupation" upon properties in said subdivision shall be done only consistently with applicable provisions of the ordinances of the City of Manitowoc and County of Manitowoc. In the interest of public health and sanitation and in order that the land above described and all other land in the same locality may be benefitted by the decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife and other public uses of grantor's water and lands, no owner of a parcel in this area shall drain any sewage, allow any refuse to collect or otherwise permit his land to be used in any manner which might pollute nearby waters or surrounding lands.

5. **SIGNS.** No sign of any kind shall be displayed to the public view of any lot except: (1) One sign of not more than five (5) square feet advertising the property for sale or rent; (2) one sign or not more than ten (10) square feet used by a builder to advertise the property during the construction period; (3) one sign to indicate owners name, house name, and address but in no case shall such sign exceed an area of four (4) square feet.

6. **MOBILE HOMES OR MANUFACTURED HOUSING.** To the extent not inconsistent with Wisconsin or Federal law and regulations, mobile homes, whether temporary or permanent and regardless of appurtenances constructed or attached hereto, shall not be permitted on any lot.

(a) The Committee of Architecture, in its discretion, shall make the final determination whether a structure is a mobile or manufactured home, interpreting and applying existing laws and regulations.

7. **SETBACKS.** All building must be set back, front, side or rear, according to applicable government ordinance and law, and as further specified hereinafter, or required by Committee of Architecture, such setback can exceed the City of Manitowoc and Manitowoc County requirements.

8. **COMPLETION.** Construction of a residence shall be completed within twelve (12) months after commencement of construction unless extended by Committee of Architecture. It is agreed by every lot owner subject to this Restrictive Covenant document that a violation of this paragraph shall subject the lot owner to liquidated damages in the sum of Five Hundred Dollars ($500.00) per day until construction is completed on the residence, and, further, in addition to the liquidated damages, any other damages available at law or in equity. Completion shall be defined as the lot owner receiving an occupancy permit for the residence being constructed on said lot.

9. **USED BUILDINGS.** No building of any nature shall be moved from a point outside the Subdivision described herein to a point within the subdivision described herein.

10. **HEIGHT.** No dwelling shall exceed thirty-five (35) feet in height above the finished grade level at front of house, subject to approval of Committee of Architecture.

11. **TYPE OF RESIDENTIAL STRUCTURE.** No house trailers, camping trailer, basement, tent, shack, garage, barn or other out building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a moveable or temporary character be permanently maintained upon the premises. 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, excepting permitted guest houses as outlined above.

12. **EASEMENTS.** Easements for the installation and maintenance of utilities and drainage facilities are reserved in the dedicated roadways, drainage ways and areas as shown on the recorded plat or the recorded utility easements. All electrical service wires in or on lots in said Subdivision shall be placed underground. All telephone and other telecommunication or television cable service wires shall be placed underground.

13. **TRASH.** All trash and waste shall be kept in sanitary containers and be kept inside of the residence or garage.

14. **BUILDING AND SITE PLANS REVIEW.** The building plans and site plans for any construction proposed, additions or alterations shall be submitted to the Committee of Architecture. The Committee of Architecture shall have twenty-one (21) days in which to respond. Any corrections, changes or modifications must go back to the Committee of Architecture, which shall, again, have twenty-one (21) days in which to respond. All proposed modifications must be on 1/4" scale and must be complete construction and site plans per specifications as required by the City of Manitowoc or any applicable regulatory agency.

(a) Construction of a one story, single family residence shall contain no less than 1,700 square feet. NOTE: When the front of a residence is one story and the back has an exposed basement, it must follow the same square footage requirements as a one story residence.

(b) Construction of a one and a half or two story, single family residence shall contain not less than 1,200 square feet on the first floor with a total of both floors to be not less than 2,200 square feet.

(c) Construction of a raised ranch, single family residence shall contain not less than 1,600 square feet on the upper level, not less than 50 percent of the lower level must be finished off as living area.

(d) In the construction of a tri-level, single family residence,the square footage is figured using only floor decks above grade. A tri-level residence shall contain not less than 2,000 square feet above grade.

(e) Duplex or twindominium units must be at least 1,400 square feet each unit with a minimum of 2-car attached garage per unit. However, should a plan for different sized units which total more than 2,800 square feet be submitted, the Committee of Architecture may, in their unfettered discretion, allow a single unit to be smaller than 1,400 square feet.

NOTE: All square footage refers to living area only and are exclusive of all breezeways, basements, porches, and garages for all types of residences.

15. **PETS.** Dogs or cats which shall be limited to a combined total of two (2) per lot, may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided they are maintained in such a manner so that they are not a disturbance to other residents, odor and noise included. NO kennel or dog run will be permitted, nor will any dog or cat be kept or maintained outside the home. No other animals shall be permitted. Only birds and tropical fish are excluded from this provision. Invisible dog fences are permitted.

16. **DIVISION OF LOTS.** No lots may be resubdivided to create a larger number of lots and not more than one primary (1) residence shall be erected or constructed upon any lot.

17. **ACCESSORY BUILDINGS.** Absolutely no dog runs or dog houses are permitted. No accessory building, shop, garage, or tool shed permitted, except detached garage as outlined above.

18. **VEHICLES.** All campers, recreational vehicles, boats, trailers, garden tractors, lawn mowers, snowmobiles, etc., must be stored inside. No disabled or unused motor vehicles may be stored for more than 72 hours, except in a garage. No bus, large truck over 1 ton, or semi-tractor and/or trailer or inoperable or derelict automobiles or trucks shall be parked anywhere within the boundaries of said lot or kept on a street within the Subdivision. Not more than one car or truck can be kept outside on a regular basis. "Regular basis" defined as more than fourteen (14) days per year.

19. **CONSTRUCTION.** During construction, no access to the building site shall be allowed over adjacent lots without written permission of the owner of said lot(s). If any damage

is done to an adjacent lots, the owner of the home under construction shall restore or pay the owner of such lot for the restoration of said property to its pre-damaged condition.

20. **FENCES.** No lot shall contain any fence in excess of six (6) feet in height and no fence shall extend toward the street farther than the front of a residence. Only wood or natural fencing is permissible. No cyclone fences, wire fences, plastic fences, chain link or similar type fences are allowed. All fences require approval of the Committee of Architecture and said committee has absolute unfettered discretion to approve or disapprove of any fence. No fence may block or otherwise interfere with a platted walking trail.

21. **GRADES.** No dwelling may be constructed or erected until a site plan with grades has been prepared by a registered land surveyor showing conformity with the approved drainage plan for the subdivision. All final grades for dwellings shall be submitted for review and approval of Committee of Architecture at least twenty-one (21) days prior to commencement of construction.

22. **PLAN SUBMITTAL.** All plans for the construction of a residence and its proposed location upon any lot (site plan), and any changes after approval, shall require the approval in writing of the Committee of Architecture. Before beginning the construction of any residence upon any lot, the lot owner shall submit to the Committee of Architecture, three (3) complete sets of building plans and specifications for the proposed residence to be constructed, as well as the name of the general contractor. No structure of any kind, the plans, elevations, and specification of which have not received written approval of the Committee of Architecture and which do not comply fully with the approved plans and specifications, shall be erected, constructed, placed, or maintained on any lot. Approval of plans and specifications shall be evidenced by written endorsement of said plans and specifications, a copy of which shall be delivered to the owner of the lot upon which the prospective residence is planned prior to the beginning of construction. No changes or deviation in or from the plans and specifications as approved shall be made without the prior written consent of the Committee of Architecture. The Committee of Architecture, its successors and assigns, shall not be responsible for any structural defects in the plans or specifications in any building or structure erected according to the plans and specifications. Dwelling plans shall consist of at least all elevations, floor and foundation to 1/4" scale, showing dimensions, architectural or design features and materials to be used. All plans shall remain on permanent file of the Committee of Architecture. See Section 14 for additional submittal/approval requirements.

23. **PLAN EVALUATION.** Plans shall be evaluated based on external design, size, materials and relationship of building to the lot and other buildings on adjacent and nearby lots, whether existing or not, as well as conformance to the restrictions contained herein. Plan approval may be denied, in the discretion of Committee of Architecture based on aesthetic grounds, or any other grounds deemed important by the Committee of Architecture. Committee of Architecture shall sign all approved plans. Failure of the Committee of Architecture to act within twenty-one (21) days of plan submittal shall not be deemed an approval of the plan. Plans

must be submitted in person or by certified mail. See Section 14 for additional submittal/approval requirements.

24. **TANKS, 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, except propane tanks. See paragraphs 2(h), 4, and 13.

25. **TRANSFER OF LESS THAN THE ENTIRE LOT.** Not less than the whole of any lot as platted, shall be transferred, assigned, or conveyed.

26. **TYPE OF CONSTRUCTION.** No house using closed wall construction techniques will be erected in said Subdivision; therefore, all installation of plumbing, heating and electric wiring shall be done on the residence site.

27. **DELIVERY POSTS.** To insure uniformity of quality throughout the entire Subdivision, any receptacle used for the delivery of the newspaper, shopping guide, or any other periodical must be attached to the same post as the mailbox. In other words, the use of two or more posts in front of the house is prohibited for any one lot. The Committee of Architecture must approve delivery post, delivery box and mail box styles, and location.

28. **FILL.** Developer, its successors or assigns, reserve the right, at their discretion, to require fill from diggings of basements, and construction excavating, at no cost to the Developer, to be used as fill within the Subdivision. No fill may be disposed of outside the Subdivision without the approval of the Developer.

29. **APPROVAL OF CONTRACTORS AND SUBCONTRACTORS.** The Committee of Architecture reserves the right to approve all general contractors or building contractors, for the purpose of constructing a home on property in this Subdivision. If a building contractor or general contractor is not on the list of approved contractors, the lot owner may request inclusion of its contractor on the approved list. Should the Committee of Architecture in its sole discretion, be unable to include said contractor on the approved contractor list, then a replacement contractor(s) must be contracted with before construction may begin. If there is a change in general contractor or building contractor during construction, Committee of Architecture must be notified in writing and if approved, said approval must be given in writing three (3) days prior to a proposed new general contractor or building contractor being hired begins any work.

30. **ENFORCEMENT PERIOD.** These restrictions and reservations are made with and for the mutual benefit of any and all persons who now own or may hereinafter own the property descried herein, and same shall be binding on all and enforceable by any of the present and future owners of the land in said subdivision. These restrictions and covenants shall run with the land and shall have full force and effect for a period of 50 years each thereafter unless by the majority vote of the owners of said building sites, it is agreed to remove or change the same in

whole or in part. Each building site owner shall have one vote. In ascertaining the owner of a building site, it shall be who has the power to convey the fee interest of said building site.

31. **WISCONSIN LAW.** These Restrictive Covenants shall be enforced utilizing the statutes and laws of the State of Wisconsin.

32. **PARAGRAPH TITLES OR HEADINGS.** The paragraph titles or headings are simply to assist for reference purposes and are not intended and shall not limit or restrict the in content, restrictions or covenants in any paragraph.

33. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain a violation or to recovery damages. Except as enumerated in paragraph 8 above, all other damages shall be limited to Fifty and 00/100ths Dollars ($50.00) per day as long as any restriction is violated. The lot owner in violation of any covenant or restriction shall be responsible for all damages his action has caused and all court costs including reasonable attorney fees for the enforcement of any of these covenants and restrictions.

34. **EXPENSES.** If the Committee of Architecture hires counsel to enforce any of the foregoing covenants, conditions, agreements, reservations, or restrictions, or to re-enter, by reason of a breach, all costs incurred in the enforcement, including actual fees for counsel, shall be paid to the Association by the owner of the lot or lots for the breach of these covenants, conditions, reservations, or restrictions.

35. **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 the Developer 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.

36. **ENFORCEMENT BY OTHER LOT OWNERS.** If the owners of the land subject to these restrictions, or their heirs, successors or assigns shall violate any of the covenants, conditions, reservations, agreements or restrictions herein, it shall be lawful for any persons owning any other lot in said Subdivision to enforce or prosecute, using any proceeding at law or in 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.

37. **SEVERABILITY**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

38. **AS OWNERS,** we the undersigned hereby certify that we are the owners of the above described property and all of the covenants herein attached to this property.

Dated at Manitowoc, Wisconsin, this 13th day of December, 2002.

OWNERS:

NORTHLAND ASSOCIATES, LLC

BY Daniel P Wergin
Daniel P. Wergin, Member

STATE OF WISCONSIN)
) SS
MANITOWOC COUNTY)

Personally came before me this 13th day of December, 2002, the above named Daniel P. Wergin, Member of Northland Associates, LLC, to me to be the person authorized to bind Northland Associates, LLC, and known to me to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public TERENCE P FOX
Manitowoc County, Wisconsin
My Commission Expires is permanent

DRAFTED BY:
Attorney Terence P. Fox
Kummer, Lambert & Fox, LLP
927-A South Eighth Street, Suite 304
Manitowoc, WI 54221-1180
(920)683-5499

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