RESTRICTIONS 988748

WHEREAS, the Subdividers, Robert J. Brady, also known as RJB and Anne L. Brady, his wife, and in her own right, own a certain tract of land known as Back Country Farms described as follows:

> The Northeast ¼ of the Southwest ¼; and the Northwest ¼ of the Southwest ¼, excepting therefrom all that part lying West of the original highway consisting of 4.30 acres; and the Southwest ¼ of the Southwest ¼, excepting therefrom 13 acres in the Southeast corner; all of the said described lands lying and being in Section 16, Township 16 North, Range 21 East, in the County of Sheboygan, State of Wisconsin and containing 104 acres m.o.l. according to government survey.

WHEREAS, said Subdividers recognizing the fact that a multitude of varied exterior architectural designs in houses in any fully developed area will result in the ultimate depreciation of the property values in said area; and

WHEREAS, said Subdividers deeming it necessary that a uniform exterior or architectural design of all houses and additions thereto in Back Country Farms is essential to preserve the beauty and the quality of the houses as first class residential property recreational homes in said Back County Farms:

NOW, THEREFORE, be it known that each and every person or corporation hereafter purchasing any part or parcel of the land covered by the plat to be filed of Back Country Farms, Sheboygan County, Wisconsin shall purchase the same subject to the following covenants, agreements, easements, restrictions, reservations, conditions and charge to wit:

1. LAND USE AND BUILDING TYPE:

All lots shall be used for residential or recreational dwelling purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one dwelling designed for the use and occupancy of one family only, not to exceed two stories (plus attic) in height, and a private attached garage.

However, the architectural control committee shall have authority to approve an accessory structure and its location which will not interfere with the first-class residential or recreational character of the property; approval of such accessory structure shall be as provided in Paragraph 8.

2. ARCHITECTURAL CONTROL:

No building, main or accessory, 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 the architectural control committee as to employment and quality of materials, harmony of exterior design with existing structures, and as to location on the lot, front and side setbacks, as to the topography and watersheds and finish grade elevations. It is the intent of this clause that the house be designed for a particular lot.

The exterior architectural design of all houses and additions thereto in Back Country Farms shall be traditional in nature, recreational nature and rural nature construction of the exterior of the dwelling shall be completed within eighteen (18) months from the date of issuance of the building permit; landscape planting shall be completed within two (2) years from date of issuance of the building permit. It is the intent of the subdividers to permit the construction of fences as long as the design of said fences is in keeping with the general exterior architectural design of the house and is approved by the architectural control committee.

3. DWELLING SIZE:

No dwelling shall be erected on any lot within Back Country Farms having at finishes grade elevation an area of the main structure, exclusive of porches, breezeways and garages, of less than 1000 square feet for a one story or story and a half building nor less than 800 square feet for a two story building or split-level type.

The architectural control committee as provided in Paragraph 8 hereof shall have exclusive jurisidction to determine whether the area requirements of a one story or story and a half building, or the area requirements of a two story or split-level building apply to a particular proposed structure.

4. BUILDING LOCATION AND SETBACK:

All lots in the Subdivision shall have a setback from the front lot line and from interior lot lines of a distance to be approved by the architectural control committee, but in no instance less than that provided for by ordinance.

Provided further, the architectural control committee may require further front and side setbacks than those hereinabove set forth which in its opinion are consistent with the character of the neighborhood, and its decision shall be final. In the event a lot has a frontage on two roads, or two frontages on one road, the architectural control committee shall have the exclusive power to determine the application of front setbacks and side setbacks with relation to the roads in question, and to reasonably modify setback lines by increasing or decreasing the same. In the event one owner has two adjoining lots, the architectural control committee shall have the exclusive power to determine whether such adjoining lots may be considered a single lot in the determination of the application of front and side setbacks; in the event the architectural control committee makes such determination, said adjoining lots shall also be considered a single lot for purpose of paragraphs 5 and 8.

5. LOT AREA AND WIDTH:

No lot shall be divided into small building plots without the consent of the architectural control committee first had and obtained, it being the intent and purpose of the subdividers to develop the subdivision in accordance with a recorded plat.

6. NUISANCE AND TEMPORARY STRUCTURES:

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. Trash, garbage or other wastes shall not be kept except in sanitary containers which shall be properly screened from public view.

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

No trucks, buses, mobile home, camper or trailer or vehicles other than passenger cars shall be parked in private driveways or public roads within the subdivision for purposes other than in the normal course of service rendered to that house or lot.

No building shall be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the architectural control committee, and until the architectural control committee shall have first issued a written certificate of completion.

7. LIVESTOCK AND POULTRY:

On any one lot no animals, livestock, or poultry, except horses and ponies, 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 kep, bred, or maintained for any commercial purposes and no more than three horses can be kept but must be properly fenced and their excretion plowed into the soil or frequently removed so as not to accummulate excessively in the judgment of the committee.

8. ARCHITECTURAL CONTROL COMMITTEE:

So long as the subdividers shall own any lots in the subdivision, the authority and functions of the architectural control committee shall be lodged in and exercised by the following three persons: Rev. Elmer C. Prenzlow, Jr., William Wenzler, A.I.A., Robert J. Brady, Attorney at Law, or their assigns. When the subdividers no longer own any lots in the subdivision, the architectural controll committee consisting of three members shall be elected by the owners of the lots in the subdivision, each lot representing one vote. Members of the elected committee shall serve for three years, or until their successors have been duly elected. Due notice of the election of such committee shall be filed in the office of the Register of Deeds for Sheboygan County.

The committee's approval or disapproval in these covenants shall be in writing. In the event of the Committee, or its designated representative, fails to approve or disapprove within thirty days after duplicate plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as required by paragraph 2 hereof only; all other provisions of these restrictions to have full force and effect. Action by said committee shall be final and conclusive as to persons then or thereafter owning land in said subdivision.

9. GENERAL PROVISIONS:

The restrictions herein contained shall be deemed to be covenants running with the land and shall be binding on all parties and persons having an interest in the lands affected hereby for a period of twenty-five (25) years from the date this declaration of restrictions is recorded after which time this declaration of restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the lots in the subdivision and with the written consent of the subdividers, as long as the subdividers own any lots in said subdivision, has been recorded changing said covenants in whole or in part or reducing the term.

The restrictions and covenants herein contained may be enforced by proceedings at law or in equity against any person or person violating or attempting to violate the same; provided, however, that no action shall be commenced to enforce such restrictions or restrain the violation thereof unless such is commenced within one year after the completion of the building complained of.

Invalidity of any of the covenants or restrictions herein contained by any judgment or court order shall in on wise affect any of the other provisions herein contained, which shall remain in full force and effect.

10. AMENDMENT

Any of the foregoing restrictions, covenants, protections, conditions, charges or provisos, may be annulled, waived, changed, modified, or amended at any time by written declaration setting forth such annulment, waiver, change, modification, or amendment executed by the owner of at least a majority of the lots in said subdivision as platted, and with the written consent of the subdividers, as long as the subdividers own any lots in said subdivision shall be executed as required by law to entitle it to be recorded and it shall be recorded in the office of the Register of Deeds of Sheboygan County, Wisconsin, before it shall be effective.

11. FURTHER COVENANTS

No advertising signs or billboards of any type shall be erected, located or maintained on the above-described lands.

The above described lands shall not be used for the accumulation or storage of junked automobiles or parts thereof, or other salvage materials.

All public and private utilities located upon, over orunder the above described lands, whether by permit or easement, shall have the continued right of occupancy and the continued right of ingress and egress for personnel and equipment for the purpose of maintaining or improving their transmission and/or distribution facilities located wholly or partially within the above described lands as of the date of this instrument and shall be constructed underground where ever practical. The grantor reserves the right to have an independent contractor crop trees and fields or portions thereof on said property in 1975 and succeeding seasons if no improvements are constructed thereon.

There shall be no trees cut or woodland grazed outside the premises of the grantee whatsoever.

Further, said land shall be subject to an easement from the grantees to the grantors for a trail or roadway along the North boundary of said property not to exceed 66.6 feet in width and not more than 100 feet South of the northerly boundary of said lot and that the description of easement shall be prepared and filed at a future date as the need arises and survey is completed.

Not more than two (2) accessory buildings shall be permitted in additional to the principal dwelling on each lot.

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.

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, not 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.

No fence over four and one-half (4½) feet in height shall be erected on any lot within 50 feet of the front lot line, nor shall it be of a link chain construction or solid construction unless approved by the architectural committee.

Subscribed and sworn to before me this 15th day of October, 1975.

Robert J. Brady
Robert J. Brady

Anne L. Brady
Anne L. Brady

Notary Public, Milw. County, Wis.

My Commission (expires) ~~(is)~~ 11/15/76.

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REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record this 24th day of Oct. A. D. 1975 at 10:56 o'clock A M., and Recorded in Vol. 760 of Records on page 387/91
Harold J. Becker Register

Lakeland Title

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