

COVENANTS AND RESTRICTIONS

DECLARATION OF COVENANTS AND RESTRICTIONS FOR PLAT OF MARSHVIEW HEIGHTS, TOWN OF RHINE, SHEBOYGAN COUNTY, WISCONSIN

This declaration is made this 1st day of August, 2004 by Winter Family Limited Partnership, hereinafter called the "Developer".

Whereas, Winter Family Limited Partnership, is the owner of the following described Lots in the Plat of Marshview Heights, Town of Rhine, Sheboygan, County, Wisconsin, to-wit:

- Block 1: Outlot 1, Lot 1, Outlot 2, Outlot 3, Lot 3, Lot 4, Lot 6, Lot 7, Outlot 8, Lot 8, Outlot 9, Lot 15, Lot 18
- Block 2: Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7
- Block 3: Outlot 1, Lot 1, Outlot 2, Lot 2, Outlot 3, Outlot 4

Whereas, the Developer desires to file for record and to subject each said subdivision lot as above described to conditions, covenants and restrictions for the benefit of said lots and of the subdivision as a whole, and for the benefit of each owner of a subdivision lot hereinafter conveyed, and said owner's heirs, successors and assigns;

Now Therefore, Developer declares that the following conditions, covenants and restrictions are intended to be running covenants burdening and benefiting the said lots and owners, and owner's heirs, successors and assigns, to-wit:

These covenants shall run with the land and shall be binding on all parties and owners of such lands, and any parties holding under them. The Grantee(s) hereby do covenant and agree to preserve the parcel of land described in this deed in a purely residential atmosphere, subject to local zoning ordinances, if any, and the following covenants and restrictions to be binding upon the owners of said premises and any parties holding under them and to limit the use of the premises:

1. All lots shall be used for residential purposes only, and no lot shall be occupied by more than one single-family or two-family dwelling unit and a private garage for residential use.

2. No building shall be erected on said premises that shall exceed two and one-half (2½) stories in height, over the road grade.

3. No commercial, retail, wholesale, professional or business activity shall be conducted or carried out on any lot or in any structure located on said lot. However, to the extent permitted by law, a lot owner residing on a lot may, as an accessory use, use that lot for professional offices, including but not limited to the practices of accounting, law, real estate sales or brokerage, psychiatry, psychology and psychological or family therapy, counseling or mediation. Such accessory use must be clearly incidental to the principal residential use of the lot, and there shall be no external evidence of such accessory use.

4. No trailer, basement, tent, shack, garage or any other type of temporary or out-building shall be at any time used as a residence either temporary or permanent.

5. No animals other than domestic household pets shall be kept or maintained upon said lot. No bus, trailer, boat, unlicensed or inoperable automobile, machinery, construction material (other than during construction or remodeling of a dwelling) or any other debris, junk, or unsightly material, shall be stored, kept, or maintained on said lot other than in the dwelling or garage attached to or used in conjunction with a residence.

6. No fence, wall, windbreak, hedge or other barrier in excess of four (4) feet in height shall be built or maintained in the setback area, nor in excess of six (6) feet on any part of any lot unless it is a structural part of the dwelling or garage.

7. No tree in excess of six (6) inches in diameter, three (3) feet above the ground that lies within the setback area shall be removed by said lot owner unless the tree is diseased, dead, or dying.

1741356

SHEBOYGAN COUNTY, WI
RECORDED ON

08/04/2004 12:53PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:

STAFF ID 2
TRANS # 47578

OF PAGES: 2

Name and Return Address

Atty. Ronald W. Damp
1715 Eastern Avenue
Plymouth, WI 53073-0177

8. No sign of any kind shall be erected or maintained upon the roadway fronting on said lot other than one identifying the residential inhabitants of the dwelling, or any advertising sign advertising the property for sale during such time as the lot and dwelling are actually for sale.

9. No dwelling shall be built or moved onto said lot that does not have a minimum living area per local zoning and ordinances, exclusive of garages, open porches and covered patios.

10. Enforcement of these covenants may be by proceeding 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, or both. Such action may be brought by any lot owner or group of lot owners within the subdivision in which said lot is located.

11. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

12. All buildings constructed on said lot shall be completed within one and one-half (1½) years from the date construction was commenced consistent with its plans and specifications.

13. Any excess ground resulting from excavation for construction or grading shall be transferred by the Grantee to an area designated by Grantor within the subdivision in which this lot is located and shall not be removed without the expressed written permission of Grantor.

14. No dwelling, garage or other structure shall be built on any lot within twenty-five (25) feet from any lot line fronting on a roadway or less than ten (10) feet from any other lot line. The area upon which no dwelling, garage or other structure shall be built shall be known as the "setback area".

IN WITNESS WHEREOF, Winter Family Limited Partnership has caused this instrument to be executed by Helen Winter, General Partner this 2nd day of August, 2004.

WINTER FAMILY LIMITED PARTNERSHIP

By: Helen Winter
Helen Winter, General Partner

ACKNOWLEDGMENT

STATE OF WISCONSIN
SHEBOYGAN COUNTY

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) ss.
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Personally came before me this 2nd day of August, 2004, the above named Helen Winter, as general partner of Winter Family Limited Partnership, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Maureen Nichols
Notary Public, State of Wisconsin
My Commission expires: 12-05-04

Drafted By: Ronald W. Damp, Attorney

