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Regulation 947-349

ZONING AGREEMENT

Agreement entered into this day and year as appears below the respective signature of the parties hereto by and between Keith Bucher and Alaine O. Bucher individually and as husband and wife, hereinafter known as first parties and A. D. Filiatrault and Clare F. Filiatrault, individually and as husband and wife, hereinafter known as second parties,

WHEREAS, second parties presently hold legal title to the following described real estate situated in Fond du Lac County, Wisconsin, to-wit:

> All that part of the South 1/2 of the Southeast 1/4 of Section 24 in Township 15 North of Range 17 East lying East of Highway 55 and West of DeNevue Creek, and excepting therefrom the Southerly 66 feet thereof,

WHEREAS, first parties are presently purchasing said premises under and by virtue of a certain land contract duly recorded in said county and state, and

WHEREAS, first parties desire to develop said area for housing purposes and in order to afford record assurance that the sale and use of such property will henceforth be dedicated to the orderly and systematic development of such area and the construction of substantial and desirable residential units,

NOW, THEREFORE, in consideration of the mutual advantages and benefits to be derived therefrom, the use of lands above described is hereby made subject to the following conditions and restrictions.

1. All owners of parcels of land within the above described area shall be identified collectively as "Zoning Association". The owners of each parcel of land shall have the right to one vote in the Association except that where any lands are in joint names or ownership in common that such owners shall be entitled to a total of no more than one vote in the aggregate for such parcel of land so owned. In addition thereto no individual shall have the right to more than

one total vote regardless of the number of lots or parcels of land owned.

2. Said "Association" shall meet at such times and places and according to such rules as the members shall agree and adopt.

3. The plan for placement, heighth of buildings, and elevation on the lot of each building from time to time constructed on any parcel of land in the above described area shall be co-ordinated and approved by a group of no less than 3 nor more than 5 persons to be known as the "Association Planning Board." Such persons shall possess power and authority to reasonably assure the development of said lands as an extraordinarily desirable residential area, and to that end it is required that no construction of any kind may be undertaken unless plans and specifications for such improvements have first been submitted to said planning board and in the exercise of reasonable judgment be approvedby a majority vote of said board. Such planning board amongst other things shall consider the desirability and functionalism of the particular improvement sought, in addition to its desirability with reference to other improvements in said area.

4. Said planning board shall initially consist of 3 members each of whom shall own a parcel of real estate in said area and each of whom shall be elected by the owners of property in said area. Such election shall determine one member as being elected for a term of 3 years, 1 member for a term of 2 years and 1 member for a term of 1 year. Thereafter an election shall be had each year for the member whose term of office expires, to hold such office for a term of 3 years. However, in the event lands are owned jointly or in common only one of such joint or common owners shall be qualified to be a member of such board at one time. The membership of such board may be increased to 5 members upon a vote of the majority of property owners. The first election shall be held within 60 days after the recording of this instrument

and annual elections shall thereafter be had on the first Monday in September of each and every year. Such election shall be held in the form of a meeting to be had on the Association premises in such place as selected by the planning board. Such meeting shall have power to promulgate such rules and regulations and to delegate such additional authority or duties unto said board as such annual meeting of the association shall decide.

5. No more than 1 single family residence shall be constructed on any one of the parcels of land acquired by any member of the association without the written consent and approval of the planning board, subject however, to the exception that a large building presently located on said premises and heretofore identified as "Takodah Stables" may at the election of its owner be converted into permanent type apartment units at any future time, as distinguished from over-night transient accommodations, whether motel or otherwise.

6. In no event shall any tavern, gasoline service station, dance hall, commercial garage, factory enterprise, shopping center, store building, or any other similar mercantile or commercial establishment be permitted on said premises except by unanimous consent of all owners of land in said zoning area, it being the express condition that all of said premises hereinabove described shall at all times be so administered by said planning board as to promote and further the development of a strictly residential section of preferred modern housing.

7. In the event Keith Bucher and Alaine O. Bucher, individually and as husband and wife, their, heirs, personal representatives or assigns, cause a conveyance of not to exceed approximately 10 acres of land to be made to First Realty Co. or their successors or assigns to become a part of that land presently used for golf course, then such area of approximately 10 acres is ex-

cepted from the provisions of this agreement.

8. The violation of any restrictions imposed by this agreement, or the violation of any determination by the planning board herein created shall be enforceable by specific performance, by action of any owner of land in said zoning area, or in such other manner as available or provided by law, and the failure to enjoin any violation shall not be deemed a waiver of any prior or subsequent violation.

9. This agreement is binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, we and each of us have set our hands and seals the day and year as appears below our signatures.

WITNESSES:

William J. Nuss

Lois M. Weber

William J. Nuss

Lois M. Weber

First Parties

Keith Bucher (SEAL)
Keith Bucher
June 8, 1954.

Alaine O. Bucher (SEAL)
Alaine O. Bucher
June 8, 1954

Second Parties

A. D. Filiatrault
By F. L. Kelnhofer (SEAL)
F. L. Kelnhofer, Attorney in Fact
June 8, 1954
Hilda Lee Dahlberg
Hilda Lee Dahlberg, Attorney in Fact

Clara F. Filiatrault
By F. L. Kelnhofer (SEAL)
F. L. Kelnhofer, Attorney in Fact
June 8, 1954.
Hilda Lee Dahlberg (SEAL)
Hilda Lee Dahlberg, Attorney in Fact
June 8, 1954.

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Third Parties

WITNESSES to all Third Parties:

Kenneth E. Worthing

Marie Rosenfeldt

Russell H. Brandenburg (SEAL)
Russell H. Brandenburg
June 11th, 1954.

Gladys I. Brandenburg (SEAL)
Gladys I. Brandenburg, his wife
June 11th, 1954.

Robert L. Brandenburg (SEAL)
Robert L. Brandenburg
June 11th, 1954.

Margaret E. Brandenburg (SEAL)
Margaret E. Brandenburg
June 11th, 1954.

James H. Beirne (SEAL)
James H. Beirne
June 11th, 1954.

Ruth L. Beirne (SEAL)
Ruth L. Beirne, his wife
June 11th, 1954

Ross T. Beirne (SEAL)
Ross T. Beirne
June 11th, 1954

Gwendolyn Beirne (SEAL)
Gwendolyn Beirne, his wife
June 11th, 1954

STATE OF WISCONSIN:
: ss.
FOND DU LAC COUNTY:

Personally came before me this 8th day of June, 1954, the above named Keith Bucher and Alaine O. Bucher, his wife; and A. D. Filiatrault and Clare F. Filiatrault, his wife, by F. L. Kehhofer and Hilda Lee Dahlberg, their attorneys in fact, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

(William J. Nuss, Jr.)
Notary Public, Fond du Lac County, Wis.
My commission expires June 2, 1957.

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STATE OF WISCONSIN :
: SS/
FOND DU LAC COUNTY:

Personally came before me this 11th day of June, 1954, the abbve named Russell H. Brandenburg and Gladys I. Brandenburg, his wife; Robert L. Brandenburg and Margaret E. Brandenburg, his wife; James H. Beirne and Ruth L. Beirne, his wife; and Ross T. Beirne and Gwendolyn Beirne, his wife, known to me to be the persons who subscribed their names to the foregoing instrument and acknowledged the same.

K. E. Worthing
(K. E. Worthing)
Notary Public, Fond du Lac County, Wis.
My commission expires Aug. 22, 1954

126085
Register's Office
Fond du Lac County, Wis.
Received for record this 14th
day of June A. D. 19 54
at 10:10 o'clock A. M. and
recorded in Vol. 376 of Deeds
on page 610
J. Brunkhorst
Register of Deeds.

Rec'd 11:40
Marshall Falkofer
W 4997 Takodah Dr.
Fdl

438618

REGISTER'S OFFICE
Fond du Lac County, Wis.
Recorded at 11:40 A.M.
MAY - 5 1987
Vol. 947 Records Page 249-253
MARY A. BRICKLE
REGISTER OF DEEDS

TAKODAH HEIGHTS
ASSOCIATION BOARD

REGULATIONS

RECITALS:

1. The real estate which is subject to restrictions hereinafter set forth is the following: Lands located in the Town of Fond du Lac, Fond du Lac County, Wisconsin known as Takodah Heights and particularly described as follows:

> All that part of the South 1/2 of the Southeast 1/4 of Section 24 in Township 15 North of Range 17 East lying East of Highway 55 and West of DeNevue Creek, and excepting therefrom the Southerly 66 feet thereof.

2. The above property is imposed by certain restrictive covenants known as Zoning Agreement recorded June 14, 1954 at 10:00 o'clock A.M. in Volume 376 of Mortgages, Pages 610-615 at the Office of the Register of Deeds, Fond du Lac County, Document Number 126085.

3. The Zoning Agreement referred to above provides for an Association Planning Board to control development of parcels of land within the described area with a view toward assuring that such development is "extraordinarily desireable residential area."

4. A meeting of the owners of parcels of land within the described area was held September 1, 1986 and at that time three owners of parcels within the area were elected to serve on the Association Planning Board with these three individuals being specifically named as follows: James Beirne, 2310 Takodah Drive;

James Lefeber, 2309 Takodah Drive; and Marsha Kalkofen, 2324 Takodah Drive.

5. The owners of the parcels consisting of the Zoning Association together with the three parcel owners consisting of the Association Planning Board have suggested certain conditions, rules or restrictions affecting use of the property within the described area and these have been approved by a majority of the property owners.

6. Subsequently, these same conditions, rules or restrictions have been duly adopted by the Association Planning Board to provide guidance to said Board in connection with exercising judgment as to future development and use of affected property.

7. It is the desire of the Association Planning Board to place of record at the Office of the Register of Deeds the name of current members of the Board.

Pursuant to authority conferred by the Zoning Agreement referred to above, the following rules shall guide the Association Planning Board in connection with exercise of judgment in making decisions concerning construction and use of property within Takodah Heights:

1. Membership.

Each property owner shall have an annual property owners dues of $20.

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2. Building and Development.

All outbuildings must be approved by the Takodah Heights Planning Board.

No buildings shall be moved onto any lot in said sub-division. All buildings shall be of new construction and height elevation, and drainage plans must be submitted with architectural drawings.

No permanent house trailer or mobile home shall be placed on property at any time.

Within 1 1/2 years after the commencement of construction or remodeling of any building, the following shall be completed:

a. exterior of the building according to the plans and specifications;

b. grading and leveling of the entire lot area; and,

c. finished grading and landscaping.

3. Set Backs.

40 feet from front lot line or in line with existing residences of said roads, Takodah Drive, Thornton Court and Allen Court.

4. Home Size.

All single story homes must have a minimum of 1,300 square feet; and 1,800 square feet for multi-level homes, excluding the basement and garage.

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5. Livestock.

No animals, poultry, pigeons or livestock shall be raised, bred, or kept on the above described property, except that any property owner may maintain a maximum of two household pets, provided they are not kept, bred or maintained for commercial purposes.

6. Trucks and Auto.

No vehicle larger than a 3/4 ton shall be parked or garaged anywhere in said sub-division, except for parking in the course of making trade deliveries. Automobiles not utilized on a regular basis shall not be parked or stored in open areas on lot, nor shall heavy utility trailers, farm vehicles, farm equipment or unregistered vehicles.

7. Satellite Dishes.

Location of any or all dishes must be approved by Takodah Heights Planning Board.

8. Flea Market.

Not allowed in said sub-division.

Respectfully submitted this 4 day of May,
1987.

ASSOCIATION PLANNING BOARD

James Beirne
James Beirne

James Lefeber
James Lefeber

Marsha Kalkofen
Marsha Kalkofen

(The above being all of the members
of the Association Planning Board
duly qualified, elected and acting.)

STATE OF WISCONSIN)
) ss.
FOND DU LAC COUNTY)

Personally came before me this 4th day of May,
1987, the above named James Beirne, James Lefeber and Marsha
Kalkofen, to me known to be the persons who executed the
foregoing instrument and acknowledged the same.

JUDITH DEARBORN NOTARY PUBLIC

Judith Dearborn
Notary Public, Fond du Lac County, WI
My Commission:

This instrument was drafted by:
Robert V. Edgarton