

413639

DECLARATION OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned are presently the owners of the majority of the following described premises:

The Plat of Deadwood Point, and all lots contained therein, being numbered 1 through 59, inclusive, and also Outlots numbered 1 through 6, inclusive, being a part of Government Lots 3 and 4, Section 19, Township 16 North, Range 18 East, Town of Taycheedah, Fond du Lac County, Wisconsin.

REGISTER'S OFFICE

Fond du Lac County, Wis.
Recorded at *244 M*

AUG 20 1985

Vol. *902* Records Page *448*
MARY A. BRICKLE *4/23*
REGISTER OF DEEDS

WHEREAS, the above-described premises was formerly unplatted land owned by Cyril H. Simon and M. Athleen Simon, among others, and

WHEREAS, said Cyril H. Simon and M. Athleen Simon caused certain building and use restrictions to be placed on a portion of the above-described premises by document entitled "Declaration of Building and Use Restrictions and Temporary Easement", recorded August 1, 1966 in Volume 550 of Records on pages 66-70, inclusive, Register of Deeds, Fond du Lac County, Wisconsin, and

WHEREAS, the need for the Temporary Easement granted in the aforesaid document has passed and the undersigned wish to amend, restate and continue certain building and use restrictions on the above-described premises, and

WHEREAS, the aforesaid "Declaration of Building and Use Restrictions and Temporary Easement" provided for amendment or revocation thereof by an instrument duly executed and recorded by a majority of the then owners of the subject premises, and

WHEREAS, the undersigned constitute such a majority, as well as a majority of the owners of lands not originally subject to the aforesaid document,

NOW, THEREFORE, BE IT FURTHER KNOWN that, in consideration of the mutual benefits which it is deemed will be derived therefrom, the undersigned herewith impose the following conditions and restrictions relating to the use of the lands hereinbefore described:

1. Purposes. The purposes of this Declaration are to insure the best use and most appropriate development and improvement of each Lot, and the Properties as a whole; to protect the Owners of Lots against such uses of surrounding Lots as will detract from the residential value of their Lots; to preserve to

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the extent practicable the natural beauty of the Properties; to prevent the erection of poorly designed or proportioned structures; to assure harmonious uses of materials and colors; to encourage and secure the erection of attractive, substantial homes, appropriately located; to secure and maintain proper setbacks, side and rear yard restrictions and thereby to preserve and enhance the values and investments made by purchasers of Lots and Dwellings thereon.

2. Building Location. No building shall be located on the above-described premises except in conformance with the front- and rear-setbacks requirements of the Town of Taycheedah Zoning Ordinance, any such building in any event to be located and constructed in such a manner that it will be parallel with the side lines of the lot upon which it is constructed. No building shall be located less than 10 feet from the side lines of the lot upon which it is constructed.

3. Use of Premises. The use of the above-described premises shall be restricted to a single, private residential dwelling and a garage, per lot, except that upon approval of the Architectural Review Committee, hereinafter created, Lots numbered 26 through 57, inclusive, may be developed for condominium-type dwellings and ownership. No premises shall be used for business or commercial purposes of any nature.

4. Nuisances. No obnoxious or offensive activities shall be carried on on the above-described property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors. All vacant lots shall be kept free from accumulation of brush, trash or other materials which may constitute a fire hazard or a breeding place for rodents or pests. Trash, garbage, or other wastes shall not be kept except in sanitary containers which shall be properly screened from public view. No trucks, buses or vehicles (other than private passenger cars, station wagons, or other similar private vehicles) shall be parked in private driveways or on any Lot within the development for purposes other than in the normal course of construction or for services rendered to a Dwelling or Lot. Habitual parking of commercial vehicles on a Lot or parking adjacent to a Lot shall be prohibited.

5. Temporary Dwellings. No person shall live in any basement unless the exterior of the dwelling above ground has been completed in accordance with the plans and specifications for said dwelling. No person shall live in any mobile home or garage on any lot at any time. No mobile home or trailer shall be placed on any lot at any time except during the time a permanent dwelling is under construction. No dwelling, garage or other building previously constructed on another site shall be moved onto any lot. No trailer, tent, shack, garage, barn or other outbuilding, or living quarters of a temporary character shall be permitted on any Lot at any time.

6. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot designated as residential or commercial except that of dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose.

7. Sanitary Facilities. All sanitary facilities must be connected to the Town of Taycheedah Sanitary District servicing the above-described premises. No outdoor toilets shall be erected or maintained on the premises at any time.

8. Easements. The above-described premises are subject to the easements for sewer, water, electrical and other utilities, as set forth on the Plat of Deadwood Point, as previously recorded.

9. Zoning Laws. In addition to the provisions hereof, all lots in the above-described premises shall be and are subject to all ordinances, zoning laws and other restrictions and regulations of the Town of Taycheedah, the County of Fond du Lac, the State of Wisconsin, and any other governmental unit.

10. Additional Restrictions. There shall be not more than one nameplate on each Lot. Nameplates shall be not more than 72 square inches in area and shall contain the name of the occupant and/or the address of the dwelling. It may be located on the mailbox, on the door of the dwelling, or on the wall adjacent thereto, or upon the wall of any dwelling or garage, or tree standing in the front or side yard, provided that the height of the nameplate is not more than 12 inches above the adjoining ground grade. Nameplates shall conform in appearance to the exterior of the dwelling or, if no dwelling has been erected, natural materials and unobtrusive colors shall be used. One hospitality light standard, may be located in the front yard. No television or radio antenna or tower, other structure which interrupts views, or laundry drying equipment shall be erected or used, outdoors, whether attached to a dwelling or otherwise, unless expressly approved by the Architectural Review Committee. Flagpoles shall be permitted, provided the pole is not more than 25 feet in height, unless otherwise approved.

No signs shall be displayed on any Lot except as provided in this section.

During construction, a sign not exceeding 10 square feet in size and setting forth the name of the architect and contractor may be displayed on the Lot. The sign shall be removed upon the completion of the construction.

11. Building Completion. Within one year after commencement of construction of any dwelling and/or garage, the following shall be completed:

(a) the exterior of the dwelling and/or garage, according to the plans and specifications approved by the Architectural Review Committee;

(b) grading, leveling and landscaping the yard, according to the plans approved by the Architectural Review Committee.

12. Architectural Review Committee. There is herewith created a Committee to be identified as the "Architectural Review Committee," comprised of three members.

(a) The names and residences of the initial members of such committees are as follows:

Allan C. Fett
Delores Fett

John S. Slaughter

In the event of the death or resignation of any member, the remaining members have authority herewith given to designate a person to fill such vacancy. Any member of the committee shall hold office until his death, resignation or until he shall have been removed by a 2/3 vote of such committee. Upon any vacancy in such committee for any reason whatsoever, such vacancy shall be filled at the earliest reasonable time thereafter. In the event such vacancy shall not be so filled or that more than one vacancy shall exist, then such vacancies may be filled by election thereto based upon ballots by the record owners of the real estate in said area.

(b) In order to maintain harmony in appearance and for the protection of the owners of Lots in the above-described premises, no dwelling, garage or other structure, no building of any type, no fence, patio, exterior lighting fixture, sign or wall, no landscaping, swimming pool, tennis courts or other recreational facility, shall be erected, constructed, placed or maintained upon any Lot, or shall any change or alteration be made thereon, nor shall any construction be commenced on any Lot unless complete plans and specifications therefor, and a detailed site plan, have been submitted to and approved in writing by the Architectural Review Committee at least thirty (30) days prior to the commencement of construction. Dwelling plans shall include floor plans as well as elevation drawings of all exterior sides. Elevation shall indicate the relationship of the Dwelling to existing and proposed grades. A complete description of all exterior surfaces, specifying material, texture, and colors shall be indicated on the drawings. Samples of exterior materials and colors shall be submitted if so requested by the Architectural Review Committee. A recap of the total number of square feet of living area floor space shall be shown and any other structures outside the Dwelling (including fences, screens and walls), shall be depicted on the drawings and described in detail. The required detailed site plan shall be fully dimensioned showing the position of all proposed structures, location of structures on adjacent lots, location of easements, the proposed location of driveway and parking areas, existing major trees, proposed landscaping and finished floor elevation of the Dwelling.

(c) The Committee shall refuse to approve any such plan if one or more of the following conditions are present:

(1) The plans or specifications are themselves inadequate or incomplete;

(2) The plans or specifications on their face show violations of specific covenants or restrictions contained in this Declaration or any Supplementary Declaration of Covenants and Restrictions (e.g., violations of land use, number of buildings, setbacks, rear and side yard restrictions);

(3) The design of a Dwelling, garage, or other approved structure is not in harmony with the general surroundings or with adjacent buildings;

(4) The materials of a Dwelling, garage, or other approved structure are not acceptable;

(5) The color of the exterior of a Dwelling, garage, or other approved structure is not acceptable;

(6) The external appearance of a garage or other approved structure does not conform to that of the Dwelling situated on the same Lot;

(7) The proposed division of a Lot or the proposed type, size, shape or location of the Dwelling, other approved structure or other improvement requires excessive destruction of trees or modification of the topography of the Lot, including interference with the natural pattern of surface drainage;

(8) The proposed division, building or improvement is, in the reasoned opinion of the Committee, contrary to the interests of the development as a whole or any part thereof.

(d) The Architectural Review Committee has authority herewith given, to permit exceptions to the conditions and restrictions herein set forth when it appears that such an exception is desirable or necessary to permit the above stated purposes relating to appearance or location to be consistent with the objectives of such conditions and restrictions as herein set forth.

(e) In the event the Architectural Review Committee fails to approve or disapprove plans and specifications within 30 days after such have been submitted to it, or, in any event, if so suit to enjoin the construction has been commenced prior to the completion of construction, approval for which has not been obtained, approval will not be required and the related restrictions shall be deemed to have been complied with fully, so long as the building itself is residential and of permanent construction and location.

13. Term. These restrictions shall run with the land and be binding upon all parties, their successors, heirs and assigns. These restrictions may not be revoked in any manner whatsoever for a period of ten years from the date of recording hereof, and unless amended or revoked as hereinafter provided, shall continue in perpetuity as set forth herein. These restrictions may be amended or revoked, in whole or in part, as set forth herein, by an instrument duly executed and recorded by a majority of not less than 75% of the then owners of lots in the above-described premises. Such instrument shall be duly recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin.

14. Enforcement. The provisions hereby created may be enforced by proceedings in law or equity brought by any person having an interest in the real estate subject to this agreement, against any person or persons violating or attempting to violate any of the restrictions herein contained, either to restrain such violation or attempted violation or to recover damages for the violation thereof. Any owner of any lot shall be deemed to have an interest in the real estate subject to this agreement.

15. Severability. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of July, 1985.

John J. Dvorak
Wm. H. Dvorak
Charles A. Zurek
Byron J. Zurek
David R. Zurek
Al B. Zurek

Thomas C. Dvorak
Don Dvorak
J. P. Dvorak
Alfred C. Dvorak
Robert Dvorak

Subscribed and sworn to before me this
15th day of July, 1985.

Kathryn M. Bullone-Stommel
Notary Public-State of Wisconsin
My Commission: Permanent

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This Instrument Drafted By: Kathryn M. Bullone-Stommel

FOL 9074

FOL 9185

FOL 10137

11325

Addn'g nos. →

538757

AGREEMENT AMENDING DECLARATION OF BUILDING
AND USE RESTRICTIONS FOR THE PLAT OF DEADWOOD POINT

THIS AGREEMENT is made this 12th day of August,
1993, by and between the current lot owners of the Plat of Deadwood
Point, Town of Taycheedah, Fond du Lac County, Wisconsin.

WITNESSETH:

WHEREAS, a Declaration of Building and Use Restrictions for
the Plat of Deadwood Point, and all lots contained therein, was
made on July 15, 1985, and recorded on August 20, 1985, in the
office of the Register of Deeds for Fond du Lac County in Volume
902 of Records, on Pages 418-423, as Document No. 413639; and

WHEREAS, paragraph 13 of the Declaration provides that the
Declaration may be amended at any time by an instrument duly
executed and recorded by a majority of not less than 75% of the
then owners of the lots of said Plat.

NOW, THEREFORE, in consideration of the premises, the mutual
covenants contained herein, and other valuable consideration, the
parties hereto agree as follows:

1. Paragraph 3 of the Declaration is hereby amended to read
as follows:

3. Use of Premises. The use of the above-described
premises shall be restricted to a single, private
residential dwelling and a garage, per lot, except that
upon approval of the Architectural Review Committee,
Outlots 5, 20, 21 and 40 may be developed. Condominium-type
dwellings and ownership. No premises shall be used for less or
commercial purposes of any nature.

IN WITNESS WHEREOF, all of the current lot owners in the
above-described Plat of Deadwood Point have executed this Agreement
as of the date first above written.

John J. Monahan

David L. Johnson

Cynthia H. Johnson

James P. Johnson

Donald Johnson

Fred C. Johnson

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

Personally came before me this 23rd day of August,
1993, the above-named owners of the Plat of Deadwood Point, to me

known to be the persons who executed the foregoing instrument and
acknowledge the same.

Alvin A. Butz
Notary Public
Fond du Lac County, Wisconsin
My Commission expires: 9-18-94

This instrument was drafted by Nicholas A. Caspar, Attorney-at-law

RECEIVED FOR RECORD

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RECORDED & INDEXED
FOND DU LAC COUNTY, WI

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1402 Michael Zell
1802 Silver Moon Lane
New Holston 53061