

Return to: Atty. Joan E. Beck
P. O. Box 176
West Bend, WI 53095

573065

**DECLARATION OF COVENANTS AND RESTRICTIONS
SCHUMACHER'S LUCO ROAD ADDITION**

KNOW ALL BY THESE PRESENTS, that this declaration of covenants and restrictions is made by Joseph A. Schumacher, General Contractor, Inc., being the owner of Lots 1-20 and Lots 25-74, and by William F. Finn and Sharon M. Finn, being the owners of Lots 21-24, for the purpose of establishing and maintaining harmony in the use and development of the Plat known as Schumacher's Luco Road Addition located in the City of Fond du Lac, Fond du Lac County, Wisconsin, and more particularly described on Exhibit "A" attached hereto and referred to herein as the "Plat".

**ARTICLE I
LAND USE**

Section 1.01 - Residential. The Plat shall be used for single-family and two-family residential purposes only. The Plat shall, to the extent that such regulations exceed the requirements of this Declaration, conform to the residential zoning district regulations of the City of Fond du Lac.

Section 1.02 - Redivision Prohibited. The platted lots shall not be redivided in any manner without the consent of Joseph A. Schumacher for so long as Joseph A. Schumacher, General Contractor, Inc. owns any of the lots in the Plat.

**ARTICLE II
ADMINISTRATION**

Section 2.01 - Architectural Control Authority. Until all lots within the Plat have been initially transferred, Architectural Control Authority (the "Authority") shall be vested in Joseph A. Schumacher or his designee. After the initial transfer of each and every lot within the Plat, the then owners shall call a meeting for the purpose of electing three members to the Authority. Written notice of such meeting shall be mailed to all owners not less than five days prior to the meeting. At such meeting any property owner may be proposed for membership on the Authority. The three nominees receiving the most votes shall be elected to the Authority. The member receiving the most votes shall be elected for a three-year term. The next highest vote recipient shall be elected for a two-year term. The member receiving the fewest votes shall serve a one-year term. Thereafter, at each election the members shall serve staggered three-year terms. Any vacancy shall be filled by appointment of a successor by the remaining two members. Such successor shall served until replaced by election as provided above.

Section 2.02 - Plan Approval. No building shall be erected, placed or altered on any lot until the construction plans and specifications, drainage plans and house wall elevations, and a plot plan of the lot showing the location of all such structures or improvements has been approved in writing by the Authority. All plans shall be submitted to the Authority at his principal place of business before the building permit application is submitted to the City of Fond du Lac. The Authority shall have 15 days within which to notify the owner of acceptance, rejection or conditional acceptance of the proposed improvements. Acceptance must be in writing and shall be limited to the plan specifications and other information actually submitted. Should the Authority fail to act within 15 days, the plans shall be deemed approved as submitted.

**ARTICLE III
BUILDING AND CONSTRUCTION REQUIREMENTS**

Section 3.01 - Building Sizes. In determining the square footage of a dwelling, basement area shall not be included. The Authority may, at its option, include lower levels of multi-level homes. Closets and hallways shall be included. Those lots which are zoned R-2 at the time of the initial Plat approval, being Lots 2 through 33, and 47 through 74, shall comply with the following minimum square footage for the principal structure on the lot: MULTI-STORY DWELLINGS shall have not less than 1,700 square feet and RANCH STYLE HOMES shall have not less than 1,350 square feet.

Those lots which are zoned R-3.5 at the time of the initial Plat approval, being Lot 1 and Lots 34-46 shall be controlled by and conform to the City of Fond du Lac's Zoning Codes and City of Fond du Lac site plan review, but are subject to approval by the Authority as herein established.

Section 3.02 - Garages. The plans for each and every dwelling shall include the construction of a two-car garage to be completed before occupancy of the residence. The garages on Lots 2 through 33, 47, and 55 through 74 shall be attached to the dwelling on the lot. The garages on Lots 1, 34 through 46, and 48 through 54 may be detached from the residence but shall be located no closer to the street than the front elevation of the residence on the lot. If a detached garage is proposed to be built on a lot, the owner of the lot shall deposit \$4,000 to be held in escrow with a title company of the Authority's choice, to insure completion of the garage prior to occupancy of the home. If a freeze prevents completion of the garage in a timely fashion, the subdivider may grant an extension of up to six months for such completion and may permit occupancy of the residence providing all requirements of the City of Fond du Lac have been met.

Section 3.03 - Outbuildings. Construction of any additional garages, outbuildings, kennels, satellite dishes, fences or other similar improvements to the real estate must be approved in writing by the Authority before any building permit application is submitted to the City of Fond du Lac.

Section 3.04 - Utilities. All utilities shall be underground and easements necessary for installation or maintenance along lot lines shall be given by property owners, provided such easement shall not interfere with the normal use of the property. This shall include cable television.

**ARTICLE IV
RESTRICTIONS**

Section 4.01 - Regulated Activities. No business, commercial or industrial activity (except as allowed under zoning codes) shall be conducted on any lot in the Plat, nor shall anything be done which is or may become an annoyance or nuisance to the residents of the Plat.

Section 4.02 - Commercial Signs. No commercial sign of any type shall be erected in any part of the Plat, except that reasonable signs indicating properties for sale shall be permitted during periods of construction or sale.

Section 4.03 - Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or allowed to annoy neighbors and provided that there shall be a limit of 2 adult dogs or 2 adult cats or a combination of 1 adult dog and 1 adult cat per household.

Section 4.04 - Trucks. No trucks with a load capacity over one ton in weight are to be garaged or parked anywhere within the Plat, except for parking in the ordinary course of making trade deliveries. In addition, vehicles of any size may be barred by the Authority in the event that the keeping of a particular vehicle is deemed unsightly and/or not in accord with the best interests of the Plat. Inoperative or junk vehicles shall not be kept on the premises.

Section 4.05 - Recreational Vehicles. Campers, boats, snowmobiles, travel trailers, lawn mowers, tractors and other recreational and lawn maintenance vehicles and equipment kept within the plat shall be stored in an enclosed garage.

ARTICLE V ADMINISTRATION

Section 5.01 - Term of Covenants. The provisions of this Declaration shall be covenants which run with the land and shall be binding on all persons claiming and owning any interest in the Plat for a period of twenty-five (25) years from the date on which this Declaration is recorded, after which these covenants shall be automatically extended for periods of ten (10) years each unless an instrument signed by all of the owners of the lots in the Plat agreeing to change or terminate these covenants has been executed and recorded.

Section 5.02 - Enforcement. The Authority or any owner may enforce these covenants by proceedings in law or in equity against any person or persons violating or attempting to violate any provision hereof. Such proceedings may take the form of an action for damages and/or an action for injunctive relief or specific performance. The failure to promptly enforce any provision of this Declaration shall not be a defense against the subsequent enforcement of such provision. In the event that a court shall find that a property owner was in violation of one or more of the restrictions or covenants contained herein, the parties seeking to enforce these restrictive covenants shall be entitled to all costs and disbursements associated with such legal action, including reasonably necessary attorney's fees.

Section 5.03 - Severability. Invalidation of any one of the covenants herein contained shall not affect any of the other covenants which shall remain in full force and effect.

Section 5.04 - Amendments. Restrictions contained herein may be amended by the recording of a Memorandum of Amendment consented to by all of the owners of all of the lots within the Plat and with the consent of any and all mortgage holders.

Section 5.05 - Liability of the Architectural Control Authority. Members of the Authority or any party acting on its behalf shall not be liable to any property owner for malfeasance or misfeasance in such capacity unless such actions cause actual damage and are found to be willful and malicious and/or in bad faith.

Dated this 26 day of April, 1995.

JOSEPH A. SCHUMACHER
GENERAL CONTRACTOR, INC.

By: Joseph A. Schumacher
Joseph A. Schumacher
President

By: Kathryn R. Schumacher
Kathryn R. Schumacher
Secretary

STATE OF WISCONSIN)
: SS.
FOND DU LAC COUNTY)

Personally came before me this 26th day of April, 1995, the above named Joseph A. Schumacher and Kathryn R. Schumacher, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kendra K. Turner

Notary Public, Fond du Lac, Wis.
My Commission expires 08/31/97.

William F. Finn
William F. Finn

Sharon M. Finn
Sharon M. Finn

STATE OF WISCONSIN)
: SS.
FOND DU LAC COUNTY)

Personally came before me this 25th day of February, 1995, the above named William F. Finn and Sharon M. Finn, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia M. Kopperich

Notary Public, FOND DU LAC, Wis.
My Commission 8/20/95

RECEIVED FOR RECORD

Drafted by:
Atty. Joan R. Beck
West Bend, Wisconsin
State Bar No. 1001554

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Mary A. Brielle

REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

