

1531455

PROTECTIVE AND RESTRICTIVE  
COVENANTS FOR PROPOSED  
WHITE OAKS ESTATES

WHEREAS, real estate described herein in the Town of Rhine, Sheboygan County, Wisconsin on Exhibits A and B shall be subject to the protective and restrictive covenants set forth herein.

WHEREAS, Ronald J. Burrows is the owner of the real estate described herein on Exhibit A and shall be referred to in this document as the developer.

WHEREAS, Patrick D. O'Neil and Judith E. O'Neil, husband and wife, are the owners of real estate described on Exhibit B.

WHEREAS, all parties to this agreement are desirous of imposing protective and restrictive covenants as further set forth hereinafter below to ensure a well design develop in a rural setting, preventing nuisances and other land use that might affect the desirability of the real estate described herein and to ensure a well designed development, situated in a rural setting, preventing nuisances and land usages that might affect the desirability of the development.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, the parties set forth hereinabove adopt the following protective and restrictive covenants:

1. Definitions.

a. Family shall mean one or more than one person, living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption or marriage.

b. Single family home shall mean a home containing one (1) residential living unit as defined by the zoning ordinance by the Town of Rhine or any successor thereof.

c. Lot shall mean and refer to a platted or numbered lot in a plat or a certified survey map of the real estate described herein on Exhibits A and B as filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

SHEBOYGAN COUNTY, WI  
RECORDED ON

01-18-1999 8:11 AM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 24.00  
TRANSFER FEE:

009443 2

Recording Area

Name and Return Address:

INTEGRITY TITLE CO. INC.  
SHEBOYGAN, WI  
ATTN: JOHN W. GUNDERSON

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d. Development shall mean and refer to all of the real estate described herein on Exhibits A and B, which is also the proposed White Oaks Estates Subdivision.

2. Covenants and Restrictions.

a. Due to the curving roadways and courts, parking on the street is prohibited. Each homeowner shall have a driveway of size sufficient to park two (2) cars.

b. No commercial, retail, wholesale or other business activity shall be conducted on any lot in the development as a regular activity.

c. 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. 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 any lot of the development other than in the dwelling or the residential garage.

d. No animals, other than domestic household pets, shall be maintained on any lot in the development.

e. No lot within the development shall be further subdivided or decreased in size with the total number of lots in the development being a maximum of ten (10).

f. Grass shall be planted at the first available growing season upon completion of construction.

g. Any topsoil, excavated material or fill that is in excess of the requirements of any lot, shall be removed from the lot and disposed of by the lot owner.

h. Fences on lot lines are discouraged; natural plantings are more aesthetic and desirable.

i. Swimming pools must be of the in-ground type. All such pools must be fenced in compliance with local building codes.

j. Areas for the storage of trash and waste containers, kennels and similar structures shall be screened with berms, shrubs or low fences.

k. Exterior lighting shall be soft and indirect. No light sources shall be located so that they are offensive to a neighbor.

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1. All utilities shall be underground.

m. Signs shall not be displayed on residential properties, except for one sign identifying the occupants of the residence. Said sign must be not larger than 18 x 24 inches and shall conform to the overall subdivision appearance. Patrick D. and Judith E. O'Neil may maintain a single sign of not more than 24 x 48 inches. One sign advertising the sale or rental of the house is permitted, provided however, that such sign shall be no larger than 5 square feet.

n. The developer reserves the right to locate utilities within the development and grant easements to utility companies for the purpose of providing utility service within the development. No structure or plantings shall be maintained within the development that interfere with these easements.

o. Hunting and the discharge of firearms shall not be allowed in the development.

p. No obnoxious or offensive activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted within the development.

q. Motorized off-road vehicles shall not be operated on any roadway within the development. This restriction shall not apply to licensed motor vehicles, licensed motorcycles, mopeds and golf carts.

r. Outside incinerators to burn household trash is permitted to the extent that such outside incinerators conform with local ordinances and do not create a nuisance within the development.

### 3. Regulations Related to Dwelling.

a. All dwellings shall be single family homes containing one residential living unit.

b. The developer shall have the right to review all building plans and designs for homes to be constructed within the development. This review will be to ensure that the overall design, exterior color, siding type, and landscaping plans are consistent with the overall plan for the development. All such plans shall be submitted to the developer in a form acceptable to the developer. Failure to approve or modify the plan within thirty (30) days shall be considered an acceptance of the plan. Any rejection or modification to the plans shall be given in writing by the developer to the party submitting the plans.

c. No dwelling shall have less than 1800 square feet of living space exclusive of the garage, porch and/or breezeway.

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d. All dwellings shall be single family homes.

e. All dwellings shall have a minimum of a two car attached garage. No building shall be erected, placed or altered until the complete plans and specifications have been approved by the developer.

f. Additional out-buildings constructed on a lot shall not exceed 750 square feet. Any out-buildings shall be constructed in such a way that it is architecturally compatible with the dwelling located on the lot. Pole buildings shall not be allowed.

4. Term of Agreement. This declaration shall run with the land and shall be binding on heirs, successors and assigns of the parties hereto for a period of thirty (30) years from the date set forth herein.

5. Enforcement. These protective and restrictive covenants may be enforced by any owner and/or the developer (including land contract vendee) but not including a tenant, by injunction, specific performance or a lawsuit for damages in the event of noncompliance with the terms and conditions of these covenants.

6. Renewal of Covenants. These protective and restrictive covenants may be renewed for an additional period by seventy-five (75%) percent of the owners of lots in the subdivisions prior to the expiration of the initial term by recording in the office of the Register of Deeds such renewal, which renewal may include changes to the covenants and agreed to by seventy-five (75%) percent of the lot owners.

7. Incorporation by Reference. The parties hereto agree to incorporate by reference a declaration of easement creating a private roadway within the development, which shall be recorded at the same time as these covenants.

8. Severability. Invalidation of any of the restrictions or covenants contained herein by a court of law shall not affect any other restriction or covenant herein.

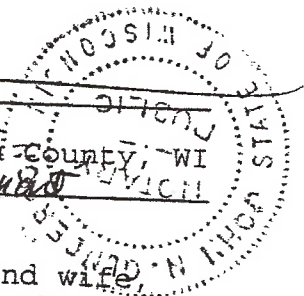
Dated this 16th day of January, 1999.

  
Ronald J. Burrows

STATE OF WISCONSIN )  
: ss.  
SHEBOYGAN COUNTY )

Personally came before me this 16th day of January, 1999 the above named RONALD J. BURROWS, to me known to be the person who executed the foregoing instrument and acknowledge the same.

~~Notary Public, Sheboygan County, WI  
My Commission: 12 permanent~~



Patrick D. O'Neil and Judith E. O'Neil, husband and wife hereby join this Declaration for purposes of accepting the terms and conditions set forth hereinabove and further join for the purposes of subjecting any part of the real estate they own to the terms and conditions of this easement. The real estate owned by the O'Neils is described on Exhibit B.

Dated this 14th day of January, 1999.

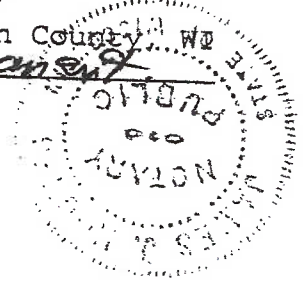
Patrick D. O'Neil  
Patrick D. O'Neil

Judith E. O'Neil  
Judith E. O'Neil

STATE OF WISCONSIN )  
: ss.  
SHEBOYGAN COUNTY )

Personally came before me this 14th day of January, 1999 the above named PATRICK O'NEIL and JUDITH E. O'NEIL, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

~~Notary Public, Sheboygan County, WI  
My Commission: 12 permanent~~



This Document was Drafted by:  
Olsen, Kloet, Gunderson & Conway  
By: Atty. John N. Gunderson

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## EXHIBIT A

The Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Three (3), a part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Three (3), and a part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Two (2), Township Sixteen (16) North, Range Twenty-one (21) East, Town of Rhine, Sheboygan County, Wisconsin, and described as: Beginning at the Southwest corner of the Northwest Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section Three (3); thence North 88°41'03" East, 2608.68 feet along the South line of the North One-Half (N½) of the Northeast Quarter (NE¼) of said Section Three (3); thence North 89°22'10" East, 565.75 feet along the South line of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said Section Two (2) to the centerline of Rhine Road; thence North 27°19'10" West, 97.30 feet along said centerline; thence South 88°41'03" West, 1305.14 feet; thence North 00°02'30" East, 268.45 feet; thence North 38°09'40" West, 241.08 feet; thence North 43°31' East, 142.80 feet, thence North 27°29' West, 139.00 feet to the Southwest corner of the Certified Survey Map recorded in Volume 6 on page 252; thence North 42°31' East, 302.90 feet along the Westerly line of said Certified Survey Map; thence North 12°14' West, 111.60 feet along the Westerly line of said Certified Survey Map; thence South 49°46' West, 125.00 feet; thence South 62°56' West, 150.00 feet; thence North 481.13 feet to the North line of the Northeast Quarter (NE¼) of said Section Three (3); thence South 89°18'20" West, 1656.68 feet along said North line to the North Quarter (N¼) corner of said Section Three (3); thence South 00°12'16" West, 1451.24 feet along the West line of said Northeast Quarter (NE¼) to the point of beginning.

Excepting the following parcel:

Lot One (1) of a Certified Survey Map recorded in Volume 12 of Certified Survey Maps on pages 122/3 in the office of the Register of Deeds for Sheboygan County, Wisconsin, being a part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Three (3), Township Sixteen (16) North, Range Twenty-one (21) East, Town of Rhine, Sheboygan County, Wisconsin.

And also excepting:

Part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), Section Three (3), Township Sixteen (16) North, Range Twenty-one (21) East, Town of Rhine, Sheboygan County, Wisconsin, commencing South 0°42'03" West, 459.39 feet from the North Quarter (N¼) corner of said Section Three (3), thence continuing South 0°42'03" West, 991.79 feet, North 89°09'46" East, 903.5 feet, North 29°05'36" West, 550 feet, North 15°09'42" West, 517.85 feet, thence South 89°46'30" West, 488.41 feet to beginning.

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The Real Estate described herein, includes Lots One (1) and Two (2) of a Certified Survey recorded in Volume 15 of Certified Survey Maps on Pages 312/15, in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

AWNE  
NE NE <sup>2</sup>  
16-21

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## EXHIBIT B

Part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), Section Three (3), Township Sixteen (16) North, Range Twenty-one (21) East, Town of Rhine, Sheboygan County, Wisconsin, commencing South 0°42'03" West, 459.39 feet from the North Quarter (N¼) corner of said Section Three (3), thence continuing South 0°42'03" West, 991.79 feet, North 89°09'46" East, 903.5 feet, North 29°05'36" West, 550 feet, North 15°09'42" West, 517.85 feet, thence South 89°46'30" West, 488.41 feet to beginning.