

COVENANTS AND RESTRICTIONS
FOR
VINTAGE NEIGHBORHOOD - PLYMOUTH

THIS DECLARATION, made this 26th day of April, 2004 by VINTAGE NEIGHBORHOOD LLC, herein called the "Developer"

Witnesseth

Whereas the Developer owns a parcel of real estate in the City of Plymouth, Sheboygan County, Wisconsin known as VINTAGE NEIGHBORHOOD - PLYMOUTH and whereas the real estate described on Schedule A attached hereto is a part of said development:

NOW, THEREFORE, the developer hereby declares that the real property described in Schedule A attached hereto and made a part hereof as though fully set forth herein shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements herein set forth, which shall endure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest and owner thereof.

ARTICLE I

A. General Purpose. The general purpose of the declaration is to help assure that the development will become and remain an attractive neighborhood and toward that end to preserve and maintain the natural beauty of the development, to ensure the best use of land and wise ecological development and improvement of each building site; to protect owners of building sites against such use of surrounding buildings as will detract from the residential or commercial value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to ensure the highest and best residential or commercial development of said property; to encourage and secure the erection of attractive homes or commercial building(s) thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper spatial relationship of structures to other structures and to lot lines and open spaces.

B. Land Use and Building Type.

1. The developer, its successors or assigns will comprise the Architectural Control Committee (ACC) as long as it owns any property in said development. The ACC will maintain harmony and promote architectural compatibility in the development.

2. All lots will be sold with the intention of developing them into duplex condominium's, single-family homes, or commercial space. It is not permissible to buy adjoining lots with the intention of building across the lot lines. Construction must begin no later than six (6) months from the time of lot deed transfer. All construction will be done by a contractor(s) selected by the developer, unless the developer waives this right in writing. All homes and/or condominium duplexes, or commercial buildings will be of a design, elevation and floor plan selected by the Developer. At the discretion of the Developer only, a lot owner may present a proprietary building plan and the Developer may agree to accept such plan if the Developer agrees that it is compatible with the character of the development.

3. Garages cannot exceed 700 SF on the main floor for up to a maximum of three spaces for automobiles including additional storage for yard equipment, motorcycles, recreation equipment and other items that would not typically be kept in the home. Garage doors, if they face the street must be recessed a minimum of four feet behind the front face of the home (defined as the exterior insulated wall) not including the depth of a street facing porch whether such porch is screened, enclosed and/or insulated. No garage door may exceed 9 feet in height.

A breezeway, sunroom, screened or enclosed room or porch may connect garages that are detached from the home.

Detached garages are permitted to have a finished second floor studio that may be used for an in-home office or studio. They may include a lavatory facility, including sink and toilet. A finished second floor must meet the existing state codes in place at the time of construction. Such space is useable only by the property owner and his or her immediate family members who are part of the household or directly related by marriage. No rent can be collected on the use of such space.

4. Any in-home business must gain approval from the City of Plymouth Plan Commission if such consent is required by the Plymouth zoning code. In no instance is it permissible to place any sign or other device anywhere on the property advertising the business.

5. Setbacks for single-family homes or condominium-duplex dwellings are as follows:

Front Setback:	Not less than 15 feet from street ROW
Side Setback:	Not less than 5 feet from side lot line
Rear Setback:	Not less than 20 feet from rear lot line

Setbacks for a commercial business are as follows:

Front Setback:	Not less than 20 feet from street ROW
Side Setback:	Not less than 15 feet from side lot line
Rear Setback:	Not less than 25 feet from rear lot line

6. The square footage for any single-family or condominium-duplex property must be a minimum of 1,000 square feet of living space. If the design of the residence is designed with more than one story, a minimum of 700 square feet must be on the main (1st level) floor.

7. Outbuildings or accessory buildings of any type are strictly prohibited. Playhouses that are used exclusively for recreational purposes are not considered an outbuilding but must receive approval of the ACC before being erected.

8. Property owners are not permitted to store on premises including, but limited to recreational vehicles, campers, boats, snowmobiles, ATV's, unlicensed vehicles of any type, motor homes or fish shanties for more than 72 hours unless such item(s) are enclosed in the garage.

9. Plans showing exact locations and construction details of fences, walls, privacy hedges, or mass screen plantings shall be submitted to the ACC and be approved before they may be constructed or planted.

10. Any additions to a property structure after the occupancy permit has been issued must be approved by the ACC. The property owner must present an architectural drawing that includes front, side and rear elevations, material type, and color. During review, the AAC will consider all adjoining

property owner architecture to insure that the addition does not detract from the design principles or the compatibility of the neighborhood.

11. The Developer will request that the U.S. Postal Service (USPS) provide at-door mail delivery. If approved, each property address is required to provide either a through the wall (or door) mail slot or a wall mounted mailbox on either side of the principal street-frontage door entrance. If at-door mail delivery is not approved, property owners are required to install a USPS approved mailbox at their driveway entrance or principal street frontage sidewalk entrance on a wooden post. It is possible that the USPS may require grouped mailboxes and the developer will comply with those specifications if required with said mailbox groupings installed within the right-of-way within the property description.

12. All driveways must be made of asphalt or concrete and must be installed not later than six months after occupancy. At least one sidewalk must lead from the public sidewalk to the principal or front entrance of the home. They must be a minimum of 36" in width and be installed not later than six months after occupancy.

13. Each property owner is responsible for yard maintenance and is permitted to use an independent contractor insured to perform such maintenance including grass cutting, gardening, and snow removal. Sidewalk snow removal must be completed within the prescribed time as identified by City of Plymouth ordinance(s).

14. Any electric, telephone or other utility wiring installed in, on or about the subject premises shall be installed underground only. No elevated tanks are permitted.

15. Dogs, cats (limited to a maximum of two each) or other household pets may be kept on the owners parcel in accordance with City ordinances, provided that they are not kept, bred, or maintained for any commercial purpose, or allowed to annoy neighbors. All pets shall be confined and maintained on the owners parcel and shall not be allowed upon any property owned by others.

ARTICLE II

A. Architectural Control Committee (ACC). At such time the developer, its successors, and assigns no longer owns any parcels in said Development, the ACC shall consist of three (3) property owners selected by the lot owners of the Vintage Neighborhood Plymouth with each lot or condominium-unit owner representing one vote. The vote of the majority of the committee shall be the controlling vote and shall be construed to be the vote of the committee.

B. The ACC may, by unanimous agreement, waive in whole or in part, the restrictions set forth governing building height, accessory buildings, animals and fences and windbreaks upon the written petition of any owner and after giving all other owners 7 days advance written notice of the meeting of the ACC to consider such petition at which meeting any interested owner may appear and be heard by the board.

ARTICLE III

A. The Developer may at their discretion amend the Declaration (Restrictions and Covenants) at any time until 75% of the potential building sites/lots are sold.

The provisions shall remain in force for a term of twenty-five (25) years from the date of the recording

hereof, with the option for a five (5) year extension, except such as may be annulled, waived, changed, or amended by a written declaration setting forth such modification, annulment, waiver, change or amendment signed by sixty (60%) per cent of the lot owners and condominium-unit owners, with the Developer having one vote for each unsold building site (including planned condominium units) in the calculation or vote tally. Any vote by the property owners to amend these Covenants and Restrictions requires notice of a minimum notice of ten days and a minimum of 10 days to submit a vote. Failure to submit a vote will be considered a waiver of voting rights and such votes are not included in the tally.

ARTICLE IV

- A. The Developer or any owner shall have the right to enforce, by proceeding at law or in equity, all or any of the covenants and restrictions now or thereafter imposed by this Declaration. Such action may be either to restrain violation or to recover damages.

ARTICLE V

- A. Invalidation of any one of these covenants or restrictions by a court of law shall in no way affect the validity of any other provisions of this Declaration.

IN WITNESS WHEREOF, VINTAGE NEIGHBORHOOD LLC, has caused these Covenants and Restrictions to be signed the 26th day of April 2004.

VINTAGE NEIGHBORHOOD LLC

Member: Lee Gentine

Member: Matthew Jones