

1212039

DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SOUTH HILLS, SOUTH HILLS ADDITION NO. 1,  
AND SOUTH HILLS ADDITION NO. 2,  
SUBDIVISIONS LOCATED IN THE CITY OF PLYMOUTH  
SHEBOYGAN COUNTY, WISCONSIN

THIS DECLARATION, made this 1st day of November, 1990, by  
DAIRY STATE BANK, a Wisconsin Banking Corporation, hereinafter  
called "Developer",

WITNESSETH,

WHEREAS, Developer is the owner of the real property in the  
City of Plymouth, Sheboygan County, Wisconsin, described in Exhibit  
"A" attached to this Declaration and known as part of South Hills  
Subdivision, South Hills Subdivision Addition No. 1 and South Hills  
Subdivision Addition No. 2, hereinafter collectively called "South  
Hills", and;

WHEREAS, Developer desires to provide for the preservation and  
enhancement of the property values, environment and living  
experience in South Hills, and to this end and in order to ensure  
the best use of the land and a wise ecological development and to  
prevent the erection of poorly designed or constructed  
improvements, desires to subject the affected real property to the  
covenants and restrictions which are hereinafter set forth each and  
all of which are for the benefit of said property and each owner  
thereof;

NOW THEREFORE, Developer declares that the real property  
described in Exhibit "A" is and shall be held, transferred and  
occupied subject to the covenants and restrictions which are

hereinafter set forth.

ARTICLE I

DEFINITIONS

- 1.1 "Declaration" shall mean the covenants and restrictions shall mean the covenants and restrictions and all other provisions herein set forth in this entire document, as this document may from time to time be amended.
- 1.2 "Developer" shall mean and refer to Dairy State Bank and its assigns.
- 1.3 "The property" shall mean and refer to all real property which becomes subject to the Declaration.
- 1.4 "Lot" shall mean and refer to any lot of land within the property.
- 1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or institutions, of the fee simple titles to any lot and shall include a land contract purchaser.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 Existing Property. The real property which is and shall be held, transferred and occupied subject to this Declaration is located in Sheboygan County, Wisconsin, and is more particularly described on Exhibit "A". The term "existing property" as used in this Declaration shall refer to all property which is then subject to the provisions hereof.
- 2.2 Additions to Existing Property. Developer and others shall have the right, but not any obligation, to bring within the scheme of this Declaration additional properties which are contiguous (defined as without intervening private land) to the property by executing and recording with the Register of Deeds for Sheboygan County, Wisconsin, one or more documents specifically subjecting such property to this Declaration.

ARTICLE III

ARCHITECTURAL AND AESTHETIC CONTROL

- 3.1 The administration of these restrictions, the authority

to grant approvals hereunder and the discretionary powers granted in this Declaration shall be vested in the South Hills Architectural and Aesthetic Control Committee ("Committee"). So long as the Developer, or its successors or assigns, shall own at least 5 lots, the authority and function of the Committee shall be exercised solely by the Developer, or its successors and assigns. When the Developer, or its successors and assigns, no longer owns at least 5 lots, it shall properly select five owners as a nominating committee which nominating committee shall nominate between three and five owners (who may be one or more of their number) for election to serve on the committee. The committee consisting of 3 members, shall thereupon be elected from such nominees by all of the owners, by plurality. The members of the committee shall serve for 3 years or until their successors have been duly elected. Vacancies will be filled by similar elections for new terms of 3 years. The members of the committee shall have no personal liability by reason of their acts as such members.

- 3.2 In the election of members to the committee and in effecting an amendment or taking other action under this declaration, each lot shall represent one vote only, regardless of the number of owners of a lot (in which case the vote of a majority of such owners shall represent the vote of such lot), and regardless of the number of lots owned by one person, party or entity.
- 3.3 The committee shall regulate the exterior design, appearance, use, location and maintenance of the property and of improvements thereon in such a manner as to preserve and enhance the value and to maintain harmonious relationship among structures and the natural vegetation and topography.
- 3.4 Approval by the Committee. No structure shall be altered, placed or erected on any lot until the building plans, specifications and site plan showing the location thereof have been approved in writing by the Committee as to size, quality, materials, harmony of exterior design and colors with the existing and planned structures and as to location with respect to topography, trees, neighboring structures, setbacks, finished grade elevations, driveways, landscaping or other natural characteristics of the affected lot, adjacent lots and improvements thereon. The plans as well as a sketch or view of the proposed improvements must be submitted to the Committee in writing and all approvals or disapprovals of the plans submitted must also be in writing. In the event that the Committee fails to approve or disapprove such plans within 30 days of

receipt or in any event if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced for one year from the date of completion thereof, such approval will not be required and such plans or structure shall be deemed to have been fully complied with this covenant.

- 3.5 **Landscape Control.** Landscape design, installation and maintenance shall promote and preserve the appearance, character and value of the surrounding areas. As such, all driveways and off-street parking must be concrete, asphalt, brick or other hard surfaces; provided that such finished surfaces need not be completed until one year after the residence on the lot is substantially completed. A landscape plan must be submitted to the Committee for approval along with all other plans and specifications and such landscaping must be completed within 36 months from the date of issuance of a building permit for the residence on the lot.

#### ARTICLE IV

##### USE OF PROPERTY

- 4.1 **Lot Use.** All lots shall be used for residential purposes only. The square footage referred to here is exclusive of garages, breezeways, open porches or covered patios. The Committee shall have sole discretion to determine which dwelling size requirement applies to a proposed dwelling and whether those requirements have been met. Earth berm and dome homes are prohibited by these declarations.
- 4.2 There shall be three types of lots permitted within the development. These lot types are as follows:
- A. TYPE 1 LOTS. The following lots, upon which only single family dwellings shall be constructed, are hereby designated as Type 1 lots located within the development:

1, 18(1) and 18(2),

18(1) and 18(2) are described as Lots 1 and 2 respectively of Certified Survey Map recorded on October 19, 1990 at 1:43 P.M. in Volume 9 of Survey Maps, Page 173/4, being a division of Lot 13 of South Hills.

19-31, inclusive, and 99-105 inclusive

TOTAL OF 23 TYPE 1 LOTS.

No dwelling shall be built on any Type 1 lot that does not have a ground floor living area of at least 1,750 square feet in a one-story, split level or bi-level structure; or 1,300 square feet or more on the ground floor of a two-story structure, with the second story having no less than 650 square feet.

B. TYPE 2 LOTS. The following lots, upon which only single family dwellings shall be constructed, are hereby designated as Type 2 lots within the development:

32-49, 52-61, 63-69, 71-84, 86-98, 106-117, 119-126, 128-135, all inclusive

TOTAL OF 90 TYPE 2 LOTS.

No dwelling unit shall be built on any Type 2 lot that does not have a ground floor living area of at least 1,600 square feet in a one-story, split level or bi-level structure; or 1,150 square feet or more on the ground floor of a two-story structure, with the second story having no less than 550 square feet.

All buildings built on a Type 1 or Type 2 lot shall have attached garages for not more than 3 1/2 nor less than 2 automobiles.

C. TYPE 3 LOTS. The following lots may be used for duplex dwellings located within the development:

(1) The following Lots in South Hills Addition No. 2:

50, 51, 62, 70, 85, 118, 127

TOTAL OF 7 TYPE 3 LOTS.

No duplex dwelling shall be built on any Type 3 lot in which each duplex unit does not have a ground floor living area of at least 1,050 square feet in a one-story split level or bi-level structure; or 850 square feet or more on the ground floor of a two-story structure, with the second story having no less than 300 square feet.

Every duplex dwelling erected on a Type 3 lot shall have an attached or built-in garage for not more than 2 1/2 nor less than 1 automobile per unit. Each unit's garage must face different directions.

Type 2 lot restrictions shall apply to any Type 3 lot on which is constructed a single family dwelling.

- 4.3 Temporary Buildings. No trailer, basement, shack, garage or other type of temporary or outbuilding shall at any time be used as a residence, either temporary or permanent.
- 4.4 Accessory Buildings. No accessory building will be allowed on any lot.
- 4.5 Storage. No bus, trailer, boat, fish shanty, snowmobile, unlicensed or inoperable automobile, or any other debris, junk or untidy material shall be stored, kept or maintained on any lot.
- 4.6 Fences. No fence, wall, windbreaker or other barrier in excess of six feet in height shall be constructed on any part of the lot unless it is an approved structural part of a dwelling, garage or accessory building.
- 4.7 Signs. No signs of any kind shall be erected or maintained upon the property fronting on any lot or upon any lot within the property other than one identifying the residential inhabitants of the dwelling on each lot, which sign shall be limited to a size of 2 square feet. Standard "For Sale" signs are not prohibited by these declarations. This restriction shall not apply to lots owned by the Developer.
- 4.8 Mobile Homes. Mobile Homes, whether temporary or permanent, shall not be permitted on any lot. The Committee shall make the final determination whether a structure is a mobile home.
- 4.9 Offensive Activities. No business, commercial, industrial, obnoxious or offensive activities shall be conducted on any lot in the development nor shall anything be done which is or may be a common annoyance or nuisance to the residents of the development.

#### ARTICLE V

#### MISCELLANEOUS

- 5.1 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other customary household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or allowed to annoy any neighbor.

All pets shall be confined and maintained on the owner's parcel and shall not be allowed on any property owned by others. Outlots 1 and 2 will be subject to rules of pet ownership as revised from time to time by the South Hills Owners Association.

- 5.2 **General Provisions in Completion of Construction.** The residential dwelling construction must be completed within 12 months after the beginning of construction. Any other structure, additions, etc. approved by the Committee must be completed within a time table determined by the Committee.
- 5.3 **Underground Utilities and Elevated Tanks.** All utility service, including but not limited to, electric, gas, telephone, propane tanks, shall be underground. No exposed exterior television or radio transmission or receiving antennas shall be erected, placed or maintained on any part of any lot or structure without the prior written approval of the Committee. No elevated storage tanks shall be allowed on any lot within the development.
- 5.4 **Waiver.** The Committee 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 Committee to consider such petition at which meeting any interested owner may appear and be heard.
- 5.5 **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any party holding under them for a period of 20 years from the date this declaration is recorded.
- 5.6 **Enforcement.** 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 hereafter imposed by this Declaration. Such action may be either to restrain violation or to recover damages.
- 5.7 **Severability.** 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.
- 5.8 **Amendment.** This Declaration may be amended at any time by written instrument, executed so as to be recordable, by owners of not less than 75% of the lots subject to this Declaration, provided, however, that the Developer

must consent to any such amendment so long as Developer owns 5 or more lots.

5.9 Acceptance and Costs of Enforcement. Each owner, by accepting an interest in any lot, hereby agrees to be bound by all of the conditions, limitations, reservations and restrictions contained herein, and in the event of a breach, the breaching owner agrees to pay all costs, including reasonable attorneys fees, for the enforcement of these covenants and restrictions.

5.10 Membership in South Hills Owners Association. The following lots in the development shall maintain ownership according to the rules and regulations established for the South Hills Owners Association. The lots are as follows:

(1) The following Lots in South Hills:

1-17, 18(1) and 18 (2)

18(1) and 18(2) are described as Lots 1 and 2 respectively of Certified Survey Map recorded on October 19, 1990 at 1:43 P.M., in Volume 9 of Survey Maps, Page 173/4, being a division of Lot 18 of South Hills.

(2) The following Lots in South Hills Addition No. 1:

19-21, 23-30

(3) The following Lots in South Hills Addition No. 2:

102-104

TOTAL OF 33 LOTS.

5.11 Undivided, common ownership of Outlots #1 and #2. The following lots in the development shall own an undivided 1/33 interest in Outlots #1 and #2. Where townhouses share a lot, each unit owner of a townhouse will maintain a 1/66 interest in the outlots. The lots are as follows:

(1) The following Lots in South Hills:

1-17, 18(1) and 18 (2)

18(1) and 18(2) are described as Lots 1 and 2 respectively of Certified Survey Map recorded on October 19, 1990 at 1:43 P.M., in Volume 9 of Survey Maps, Page 173/4, being a division



of Lot 18 of South Hills.

- (2) The following Lots in South Hills Addition No. 1:  
19--21, 23-30
- (3) The following Lots in South Hills Addition No. 2:  
102-104

TOTAL OF 33 LOTS.

IN WITNESS WHEREOF, DAIRY STATE BANK, the Developer, has executed this Declaration the day and year first written above.

DAIRY STATE BANK

By *Donald Sippel*  
DONALD SIPPEL, President/  
Corporate Officer

By *Dennis C. Haasl*  
DENNIS C. HAASL, EVP/Corporate  
Officer

STATE OF WISCONSIN )  
                                  ) ss.  
SHEBOYGAN COUNTY )

Personally came before me this 1st day of November, 1990, the above named DAIRY STATE BANK, a Wisconsin Banking Corporation, by Donald Sippel, President/Corporate Officer, and Dennis C. Haasl, Executive Vice President/Corporate Officer to me known to be, respectively, the persons who executed the foregoing instrument in the capacity as corporate officer and acknowledged the same.

*David E. Andrews*  
David E. Andrews, Notary Public  
Sheboygan County, Wisconsin  
My commission is permanent.




EXHIBIT "A"

The following lots subject to covenants and restrictions:

- 1. SOUTH HILLS - Lot 1, Lots 1 & 2 of Certified Survey Map, recorded on October 19, 1990 at 1:43 P.M. in Volume 9 of Survey Maps, Page 173/4, being a division of Lot 18 of South Hills
- 2. SOUTH HILLS ADDITION NO. 1 - Lots 19-31 inclusive.
- 3. SOUTH HILLS ADDITION NO. 2 - Lots 32-135 inclusive.

001A#9405	0003	JR	\$22.00
001A#9405	0003	LRIR	\$2.00
001A#9405	0003	CO LRM	\$2.00

REGISTER'S OFFICE  
 SHEBOYGAN COUNTY, WI  
 Received for Record the 13<sup>th</sup>  
 day of Dec. A.D. 1990  
 at 11:44 o'clock A.M., and  
 Recorded in Vol. 1157  
 of Records on page 372/81

*Daniel J. Lewis*  
 Register

90 DEC 13 AM 1:44