

PROTECTIVE COVENANTS & RESTRICTIONS

1841398

SHEBOYGAN COUNTY, WI
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Name and Return Address

Fale, Fale & Hensing
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Sheboygan, WI 53081

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SCF-3122

Agreement

Agreement, made this 15th day of November, 2007, by and between Clarence M. Goetsch and Charlotte Goetsch Living Trust of 1991, Leroy F. Scheibl and Carol B. Scheibl, Harold L. Breit and Lorene A. Breit, Judith M. Huenex, Jeffrey S. Welsch and Holly J. Welsch, Mark P. Hellestad and Cheryl A. Hellestad, Wayne A. Anderson and Cheryl L. Anderson, Clarence L. Turnis and Cheryl A. Turnis, Gary D. Kegler and Dianne L. Kegler, James L. Heimann and Cindy Heimann, Richard E. Willits and Abbie S. Willits and Joseph Stasiak and Karen L. Stasiak for the purpose of placing the following restrictions and covenants on each of their respective real estate parcels described herein. The parties intend for these covenants and restrictions to preserve said lands in a purely residential atmosphere and allowing each owner, and his/her/its successors and assigns to own and develop his/her/its respective real estate in full reliance upon the existence, enforcement and continuance of these restrictions.

Recitals

A. Clarence M. Goetsch and Charlotte Goetsch Living Trust of 1991 holds title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

A part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twenty-One (21) East, Town of Rhine, Sheboygan County, Wisconsin, containing 5.22 acres of land, and that all bearings are referenced to the West Line of the Southeast Quarter (SE 1/4) of said Section 19, and described as follows:

Commencing at the South Quarter Comer of said Section 19; thence North 2208.63 feet along said West Line of the Southeast Quarter (SE 1/4) of Section 19, having an assumed bearing of North to the point of beginning; thence S. 56° 07' 23" E., 768.55 feet to a point on a curve; thence Northeasterly 90.83 feet along the arc of a curve to the Right, having a radius of 293.56 feet, and a chord which bears N. 42° 48' 35" E., 90.47 feet; thence N. 51° 40' 25" E., 46.71 feet; thence N. 29° 50' 49" W., 463.02 feet; thence N. 71° 58' 27" W., 356.91 feet (recorded as N. 73° 24' W., 358 feet); thence N. 45° 11' 03" W., 106.70 feet, (recorded as N. 46° 23' W., 104.7 feet); thence N. 54° 01' 54" W., 112.06 feet (recorded as N. 59° 19' W., 110.7 feet) to a point on the West Line of said Southeast

Quarter (SE 1/4) of Section 19; thence South 320.00 feet along the West Line of said Southeast Quarter (SE 1/4) of Section 19, to the point of beginning.

Along with the easement described in the Quit Claim Deed dated June 20, 1991 and recorded in the office of the Register of Deeds for Sheboygan County on June 21, 1991, in Volume 1173 of Records on Page 924/5, as Document No. 1221316.

B. Leroy F. Scheibl and Carol B. Scheibl hold title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWN 16 NORTH, RANGE 21 EAST, DESCRIBED AS : COMMENCING 412.18 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 56 DEGREES 07' 23" EAST 768.55 FEET; THENCE SOUTHWESTERLY 173.15 FEET ALONG THE ARC OF A CURVE; THENCE NORTH 89 DEGREES 50' 56" WEST 588.05 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING.

C. Harold L. Breit and Lorene A. Breit hold title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

A parcel of land in the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twenty-One (21) East, Town of Rhine, Sheboygan County, Wisconsin, containing 6.22 acres of land, and that all bearings are referenced to the West line of said Southeast Quarter (SE 1/4) of Section 19, having an assumed bearing of North, and being described by:

Commencing at the South Quarter corner of said Section 19; thence North 532.10 feet along the West line of said Southeast Quarter (SE 1/4) of Section 19 to the point of beginning; thence N. 48' 55' 46" E, 982.71 feet to a point on a curve; thence Northwesterly 62.34 feet along the arc of a curve to the right, having a radius of 165.45 feet, and a chord which bears N. 30' 16' 35.5" West, 61.97 feet, thence N. 19' 28' 57" West, 109.76 feet; thence S. 70' 55' 57" West, 712.09 feet to a point on the West line of said Southeast Quarter (SE 1/4) of Section 19; thence South 570.00 feet along the

West line of said Southeast Quarter (SE 1/4) of Section 19 to the point of beginning.

D. Judith M. Huener holds title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

A parcel of land in the SW 1/4 of the SE 1/4 of Section 19, Township 16 North, Range 21 East, Town of Rhine, Sheboygan County, Wisconsin, and that all bearings are referenced to the West line of said SE 1/4 of Section 19, having an assumed bearing of North and described by:

Commencing at the South Quarter Corner of said Section 19; thence North 532.10 feet along the West line of said SE 1/4 of Section 19 to the point of beginning; thence N. 89'-58'-20" E. 405.62 feet (recorded as N. 88'-47' E. 404.95 feet); thence N. 76'-39'-50" E. 395.00 feet (recorded as N. 75'-26' E.); thence N. 06'-29'-25" E. 501.85 feet to a point on a curve; thence Northwesterly 122.55 feet along the arc of a curve to the right having a radius of 165.45 feet, and a chord which bears N. 62'-17'-25" W. 119.77 feet; thence S. 48'-55'-46" W. 982.71 feet to the point of beginning.

TOGETHER WITH the following Easement: Easement being a part of the SE 1/4 of Section 10, Township 16 North, Range 21 East, Town of Rhine, Sheboygan County, Wisconsin, described as: A 66-foot strip of land lying 33 feet on either side of the following described centerline: Beginning at a point on the centerline of CTH "J" as traveled July, 1974, being 2319.77 feet North and 1286.76 feet East of the South Quarter Corner of Section 19, Township 16 North, Range 21 East, Town of Rhine, Sheboygan County, Wisconsin; thence S. 51'-40'-25" W. 748.50 feet; thence Southwesterly 364.58 feet along the arc of a curve to the left, having a radius of 293.56 feet, and a chord which bears S. 16'-05'-44" W. 341.60 feet; thence S. 19'-28'-57" E. 314.13 feet; thence Southeasterly 264.33 feet along the arc of a curve to the left, having a radius of 165.45 feet, and a chord which bears S. 65'-15'-31" E. 237.14 feet; thence N. 68'-57'-54" E. 109.51 feet; thence Northeasterly 392.12 feet along the arc of a curve to the left, having a radius of 808.08 feet, and a chord which bears N. 55'-03'-49" E. 388.28 feet; thence N. 43'-09'-44" E. 315.00 feet, thence N. 12'-43'-34" E. 90.57 feet; thence N. 42'-13'-51" E. 180.51 feet to a point on the centerline of CTH "J" as traveled July, 1974, being 1852.82 feet North and 1694.12 feet East of said South Quarter Corner of Section 19.

E. Jeffrey S. Welsh and Holly J. Welsh hold title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

A parcel of land in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section 19, Township 16 North, Range 21 East, Town of Rhine, Sheboygan County, Wisconsin, containing 5.45 acres of land and that all bearings are referenced to the West line of said Southeast Quarter (SE 1/4) of Section 19, having an assumed bearing of North and described by: Commencing at the South Quarter Corner of said Section 19; thence North 532.10 feet along the West line of said Southeast Quarter (SE 1/4) of Section 19; thence N 89°58'20" East, 405.82 feet (recorded as N 88°47' East, 404.95 feet); thence North 76°39'50" East, 395.00 feet (recorded as N 75°26' East) to the point of beginning; thence continue N 76°39'50" East 416.47 feet (recorded as N 75°26' East); thence North 59°49'54" East, 252.37 feet (recorded as N 59°33' East); thence North 32°04'43" West, 465.64 feet to a point on a curve; radius of 808.08 feet and a chord which bears South 63°26'34" West, 155.32 feet; thence South 68°57'54" West, 109.51 feet; thence southwesterly 79.49 feet along the arc of a curve to the right, having a radius of 165.45 feet, and a chord which bears South 82°43'39" West, 78.72 feet; thence South 06°29'25" West, 501.85 feet to the point of beginning.

F. Mark P. Hellestad and Cheryl A. Hellestad hold title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

A parcel of land in the Southeast Quarter (SE 1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twenty-one (21) East, Town of Rhine, Sheboygan County, Wisconsin, and that all bearings are referenced to the West line of the Southeast Quarter (SE 1/4) of said Section Nineteen (19), having an assumed bearing of North and described by: Beginning at a point One Thousand seventy and eighty-two hundredths (1070.82) feet North and One thousand nine hundred fifteen and twenty-six hundredths (1915.26) feet East of the South Quarter Corner of Said Section Nineteen (19), thence North Thirty-four (34) degrees Twenty-two (22) minutes Twelve (12) seconds West Six hundred Eighty-two and Sixty-four hundredths (682.64) feet; thence South Forty-one (41) degrees Nine (09) minutes Forty-four (44) seconds West One hundred Fifty-eight and fifty-one hundredths (158.51) feet; thence Southwesterly Two Hundred thirty-six and thirty-six hundredths (236.36) feet along

the arc of a curve to the Right, having a radius of Eight hundred eight and eight-hundredths (808.08) feet and a chord which bears South forty-nine (49) degrees Thirty-two (32) minutes Twenty-nine, (29) seconds West Two hundred Thirty-five and Fifty-two hundredths (235.52) feet; thence South Thirty-two (32) degrees Four (04) minutes Forty-five (45) seconds East Four hundred Sixty-five and Sixty-four hundredths (465.64) feet; thence South Seventy-six (76) degrees Eleven (11) minutes Forty-six (46) seconds East Two hundred and thirty-three hundredths (200.33) feet (recorded as South Seventy-seven (77) degrees Forty-six (46) minutes East); thence North Seventy-five (75) degrees Fifty-three (53) minutes Thirty-three (33) seconds East One Hundred fifty-seven and Forty-five Hundredths (157.45) feet (recorded as North Seventy-five (75) degrees Nine (09) minutes East, One hundred fifty-seven and Nine tenths (157.9) feet); thence North Thirty-three (33) degrees (25) minutes Thirty-seven (37) seconds East, One hundred thirty-five (135.00) feet (recorded as North Thirty-two (32) degrees Twenty-one (21) minutes East) to the point of beginning.

G. Wayne A. Anderson and Cheryl L. Anderson hold title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

Tract One (1) of the Certified Survey Map a part of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) and the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of Section Nineteen (19), Township Sixteen North (16N), Range Twenty-one East (21E) recorded August 28, 1978, at 4:36 p.m., in Volume numbered 4 of Survey Maps pages 295/7, as document numbered 1033001, in the office of the Register of Deeds, Sheboygan County, Wisconsin.

H. Clarence L. Turnis and Cheryl A. Turnis hold title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

Lot One (1) of the Certified Survey Map of part of the Northwest Quarter and the Northeast quarter of the Southeast quarter of Section Nineteen (19), Township Sixteen (16) North, Range Twenty-one (21) East, recorded in the Register of Deed's Office in Sheboygan County on this 11th day of May, 1981, in Volume 6 of Survey Maps, Page 27.

I. Gary D. Keglax and Dianne L. Keglax hold title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

Lot 2 of that certain Certified Survey Map as recorded in Volume 6 of Survey Maps, page 27, on May 11, 1982 at 8:42 A.M. as Document Number 1066497 being a part of the North One-half (N 1/2) of the Southeast Quarter (SE 1/4) of Section 19, Township 16 North, Range 21 East, Sheboygan County, State of Wisconsin.

J. James L. Heimann and Cindy Heimann hold title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

A part of the Northwest quarter (NW 1/4) and Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section Nineteen (19), Township Sixteen North (16N), Range Twenty-one East (21E), Town of Rhine, Sheboygan County, Wisconsin, containing 5.80 acres of land and being described as: Commencing at the South quarter (S 1/4) corner of said Section 19; thence North 1590.43 feet; thence East 989.11 feet to the point of beginning; thence North 48°39'44" East, 703.51 feet; thence North 41°09'20" West, 316.42 feet; thence North 40°10'30" West 34.61 feet; thence South 51°40'25" West 666.89 feet; thence South 35°32'03" East, 388.04 feet to the point of beginning.

Also known as Lot 1 and Lot 2 of Volume 6, Certified Surveys, Page 121, in Section 19, T16N, R21E, Town of Rhine, Sheboygan County, Wisconsin.

K. Richard E. Willits and Abbie S. Willits hold title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

A parcel of land in the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twenty-one (21) East, Town of Rhine, Sheboygan County, Wisconsin, and that all bearings are referenced to the West line of the Southeast Quarter (SE-1/4) of said Section Nineteen (19), having an assumed bearing of North and described by: Commencing at the South Quarter (S-1/4) corner of said Section Nineteen (19); thence North Two thousand six hundred thirty and forty-four hundredths (2,630.44) feet along the West line of the Southeast

Quarter (SE-1/4) of said Section Nineteen (19) to a one inch iron pipe at the Northwest corner of the Southeast Quarter (SE-1/4) of said Section Nineteen (19); thence South Eighty-eight (88) degrees Twenty-six (26) minutes Fifty-six (56) seconds East, Nine hundred forty-six and seventy-three hundredths (946.73) feet along the North line of the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of said Section Nineteen (19) to the point of beginning; thence South Twenty-nine (29) degrees Thirty-four (34) minutes Seventeen (17) seconds West, One hundred sixty-three and fifty-four hundredths (163.54) feet (recorded as South Twenty-six (26) degrees Forty-one (41) minutes West, One hundred sixty-one and two tenths (161.21) feet) to a one inch iron pipe found; thence South Eleven (11) degrees Forty-nine (49) minutes Thirty-eight (38) seconds West, One hundred twenty-six and twenty-two hundredths (126.22) feet (recorded as South Ten (10) degrees Forty-one (41) minutes West, One hundred twenty-six and five tenths (126.5) feet) to a one inch iron pipe found; thence South Eighty-one (81) degrees Zero (00) minutes Twenty-four (24) seconds West, Three hundred thirty-eight and twenty hundredths (338.20) feet (recorded as South Seventy-nine (79) degrees Twenty-seven (27) minutes West, Three hundred thirty-nine and fifty-three hundredths (339.53) feet) to a one inch iron pipe found; thence South Twenty-nine (29) degrees Fifty (50) minutes Forty-nine (49) seconds East, Four hundred sixty-three and two hundredths (463.02) feet; thence North Fifty-one (51) degrees Forty (40) minutes Twenty-five (25) seconds East, Seven hundred one and seventy-nine hundredths (701.79) feet to a point on the center line of C.T.H. "J" as traveled July, 1974; thence North Forty (40) degrees Ten (10) minutes Thirty (30) seconds West, Three hundred sixty-nine and forty-three hundredths (369.43) feet along the center line of C.T.H. "J" as traveled July, 1974; to its center line with the North line of the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of said Section Nineteen (19); thence North Eighty-eight (88) degrees Twenty-six (26) minutes Fifty-six (56) seconds West, One hundred two and eight hundredths (102.08) feet along the North line of the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of said Section Nineteen (19) to point of beginning.

L. Joseph Stasiak and Karen L. Stasiak hold title of record to the following described real estate situated in the County of Sheboygan, State of Wisconsin:

Lot One (1) of Certified Survey Map recorded in Volume 6 of

Certified Survey Maps, Page 271 as Document Number 1091810; being part of the Northwest (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Nineteen (19), Township Sixteen (16) North, Range Twenty-one (21) East. Town of Rhine, Sheboygan County, Wisconsin.

NOW, THEREFORE, the parties agree as follows:

Protective Covenants and Restrictions

Property Owners Committee

1. There is hereby created a property owners committee to be known as the "Marchmoor Property Owners Committee" (hereinafter referred to as the Committee). The purpose of this committee shall be: (A) To maintain the private road running through the real estate parcels described above; and (B) To enforce either in its own name or in the name of any owner or owners the provisions of these covenants and restrictions.

2. The Committee shall be composed of three members. The majority of the Committee shall have the authority to meet and act on behalf of the Committee. The initial members shall be appointed by the property owners described above. Members of the Committee shall hold office for a term of three years and until their successor is elected.

3. There shall be an annual meeting of all property owners described above to review the decisions and actions taken by the Committee, to advise the Committee and to elect new members to the Committee. The annual meeting shall be held during the month of September each year at a time and place to be designated by the committee or such other date as the prior annual meeting or Committee may set. Election of new Committee members will be by a simple majority vote of those property owners present at the annual meeting with each parcel being allocated one vote.

3a. For purposes of voting, signing agreements and levying assessments, i.e. including paragraphs 3, 21, 22, 24 and 27, the term "property owners" refers to the owner(s) of a property described above whether the owner owns one or more lots or sub-lots except that if more than one lot or sub-lot contains a residence then the assessments of paragraph 21 shall be increased in proportion to the number of residences owned by the owner.

4. All lots shall be used for residential purposes only. Lots may be divided into sub-lots of not less than two acres but no lot or sub-lot shall be occupied by more than one single family dwelling unit and a private garage for residential use. (The word lot as used in these covenants and restrictions shall be defined as also meaning and applying to any sub-lot).

5. No building shall be erected on said lots that shall exceed two and one-half stories in height.

6. No commercial, retail, wholesale, professional or business activity shall be conducted or carried on, on any lot or in any structure as a regular activity.

7. No trailer, basement, tent, shack, garage, or any other type of temporary or permanent out-building, other than a single residential garage, shall at any time be erected without express written permission of the Committee.

8. No animals other than domestic household pets shall be kept on any lot, and 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 will be stored, kept, or maintained on any lot other than in the dwelling or in the residential garage.

9. No dwelling, garage, or other structure shall be built on any lot less than thirty-five feet from any lot line fronting on any general access road or less than twenty feet from any other lot line. The area upon which no dwelling, garage or other structure shall be built shall be known as the set-back area.

10. Clear cutting of any said lot described in the legal description of the subdivision will not be allowed without written permission from the committee.

11. No fence, wall, windbreak, ditch or any other barrier in excess of four feet in height shall be built or maintained in the set-back area, nor in excess of six feet on any other part of any lot unless it is a structural part of a dwelling or garage.

12. No signs of any kind shall be erected or maintained on the roadway fronting on any lot or upon any lot other than one identifying the residential inhabitant of the dwelling on each lot

or a sign advertising the property for sale during such time as the lot and dwelling are actually for sale.

13. No dwelling shall be built on any lot that does not have a ground floor living space of 1,100 square feet or more on a one story structure, a ground floor living space of 1,100 square feet or more in a split level structure, a ground floor living space of 750 square feet or more in a two story structure. The square footage referred to herein shall be exclusive of garages, open porches or covered patios. The Committee shall have the right to waive all or part of the square footage requirements if the house to be built has superior architectural merit in the opinion of the Committee.

14. All electric cables, telephone lines, pipes, or other sorts of utility conduits shall be laid underground.

15. The finished exterior construction of any dwellings built on said lots shall be completed in no more than one year's time from the date of the commencement of construction of said dwelling.

16. No building shall be erected, placed or altered until the complete plans and specifications thereof, in a complete site plan have been approved by the Committee. The Committee's approval or disapproval shall be based upon, but not necessarily restricted to, consideration of quality of workmanship and materials, harmony of external design with the site and existing structures, and the suitability of proposed structures or improvements with respect to topography, trees or other actual characteristics of the affected lot or adjacent lots and improvements thereon.

17. The Committee's approval or disapproval of the plans submitted to it shall be in writing. If the Committee fails to approve or disapprove any plans submitted to it within thirty days they shall be deemed to have been approved.

18. Any fill removed from any lot during the course of excavation or construction shall not be removed from the development area except with the prior permission of the Committee. Said fill shall be deposited in such places as may be reasonably directed by the Committee within said development.

19. The Committee shall have authority by unanimous agreement to waive in whole or in part restrictions set forth in paragraphs 5, 6, 7, 8, 9, 11, 13, 14 and 16 on the written petition of any lot

owners after giving all other lot owners seven days advance notice of the meeting of the Committee to consider such petition. At this meeting any interested lot owner may appear and be heard.

Road Maintenance, Ownership and Access

20. Each owner of a property described above shall have access to County Highway J over what is now the 66 foot wide private road right of way on said development, which right of way is described on the attached "Exhibit A" and is made a part of these covenants and restrictions by reference.

21. The Committee shall have the power to levy a general annual charge or assessment against the owners of property in the development for the purposes of maintaining such portion of the private road as may remain a private road from time to time. Decisions as to the amount of the assessment and the type of maintenance to be provided to said road shall be made by the Committee, but in no event shall the annual charge exceed \$200 per property owner. Said assessment or charge shall be payable on or before the first day of November of each year. In the event any annual payment is not made on or before said date, it shall accrue interest at the rate of 10% per annum thereafter. On or before June 1st of each year the Committee shall file with the Register of Deeds for Sheboygan County a list containing a description of each lot on which an assessment or charge has not been paid; the amount unpaid; and the name of the owner. Upon recording of this list, the amount assessed upon each person described therein, with interest accrued as set forth herein, shall become and constitute a lien on each parcel so described. Said lien may take precedence only over any lien which is thereafter created. The Committee may foreclose on a lien so created in the same manner as a mechanics lien is enforced in the State of Wisconsin, provided, however, nothing contained herein shall limit the Committee's right to proceed in any other manner provided for by these covenants and restrictions and provided that the Committee's rights to foreclose on such liens shall continue for 10 years from the date of filing. Any lien so filed may be released by the Register of Deeds when the Committee shall satisfy the same by written instrument delivered to the Register of Deeds.

22. The private road on the premises subject to these declarations shall be maintained by the Committee and each owner of the property in the development shall pay his proportionate share to the

Committee for the maintenance of said road so long as the property owned by said property owners is not served by another driveway. Each property owner (including owners of sub-lots) using the private road shall share equally in the cost of maintaining said road regardless of the distance said lot may be located from County Highway "J". At such time as every original lot is served by a public highway the lot owners' obligation to support the maintenance of the private road shall cease. In the event the property is abutted by a portion of a private road and a portion of the public highway, the property owner shall be under no obligation to pay for the maintenance of the private road, providing the public highway gives access to the drive or roadway used to gain access to the subject premises.

23. Each property owner has an easement over said roadway described on the attached "Exhibit A" or extension thereof and each property owners lot(s) are subject to such easement. It is further understood that the property owners will cooperate in conveying the right of way to the township at such time as the Committee would so petition and the township or other public body would accept the right of way as a public highway.

Scope and Enforcement of Covenants

24. These covenants are to run with the land and will be binding on all parties and owners of such lands and any parties holding under them for a period of twenty years from the date these covenants are recorded. These covenants may be extended for three successive periods of five years each by the recording within nine months of their expiration an instrument signed by the majority of the property owners agreeing to extend the same.

25. Enforcement of these covenants shall be by proceedings at law or equity either to restrain such violations and/or recover the damages, against any person or persons violating or attempting to violate these covenants and restrictions. Such action may be brought by the Committee or by any lot owner or group of lot owners.

26. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect..

Amendments

27. These covenants and restrictions may be amended by a three-fourths (3/4) majority vote of all property owners. All proposed amendments shall be submitted in writing to the Committee at least 60 days prior to the annual meeting. Copies of proposed amendments shall be sent to each lot owner at least 30 days prior to the annual meeting. Voting on amendments may be by proxy ballot signed by the property owner and given to the Committee prior to the annual meeting. Amendments so passed shall become part of these covenants and restrictions upon being properly recorded with the Register of Deeds Office for the County of Sheboygan.

The undersigned parties hereby certify that the above Covenants and Restrictions were adopted by the undersigned parties as owners of the real estate parcels described above this 15th day of November, 2007.


Clarence M. Goetsch and Charlotte Goetsch Living Trust of 1991

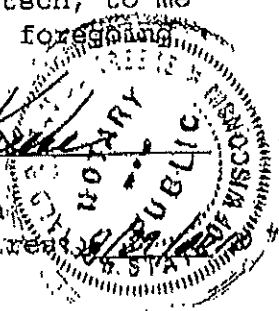
by: 
Clarence M. Goetsch, Trustee

by: 
Charlotte Goetsch, Trustee

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 15th day of November, 2007, the above named Clarence M. Goetsch and Charlotte Goetsch, to me known to be the persons and trustees who executed the foregoing instrument and acknowledge the same.


Notary Public
State of Wisconsin
My Commission expires

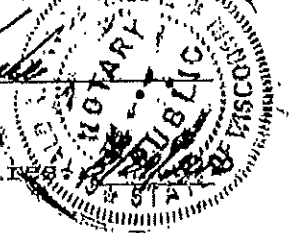


Leroy F. Scheibl
Leroy F. Scheibl

Carol B. Scheibl
Carol B. Scheibl

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 15th day of November, 2007,
the above named Leroy F. Scheibl and Carol B. Scheibl, to me
known to be the persons who executed the foregoing instrument, and
acknowledge the same.

[Signature]
Notary Public
State of Wisconsin
My Commission expires [Date]
A circular notary seal for the State of Wisconsin. The seal features the words "NOTARY PUBLIC" and "STATE OF WISCONSIN" around the perimeter. The center contains the text "NOTARY PUBLIC". The seal is partially overlapping the notary's signature and typed name.

Harold L. Breit

Harold L. Breit

Lorene A. Breit

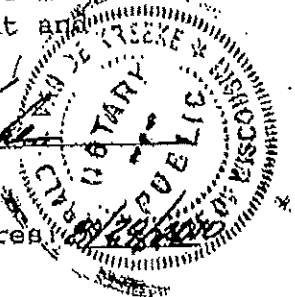
Lorene A. Breit

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 15th day of November, 2007,
the above named Harold L. Breit and Lorene A. Breit, to me known
to be the persons who executed the foregoing instrument and
acknowledge the same.

[Signature]

Notary Public
State of Wisconsin
My Commission expires

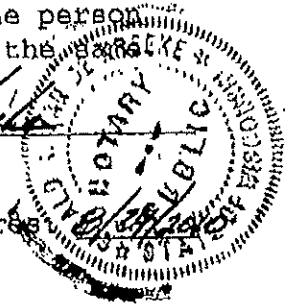


Judith M. Huener
Judith M. Huener

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 15th day of November, 2007,
the above named Judith M. Huener, to me known to be the person
who executed the foregoing instrument and acknowledge the same

Keith R. Lutz
Notary Public
State of Wisconsin
My Commission expires



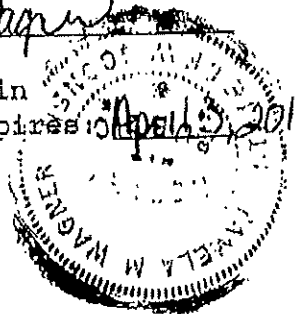
Jeffrey S. Welsch
Jeffrey S. Welsch

Holly J. Welsch
Holly J. Welsch

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 19 day of November, 2007,
the above named Jeffrey S. Welsch and Holly J. Welsch, to me
known to be the persons who executed the foregoing instrument and
acknowledge the same.

Janet M. Wagner
Notary Public
State of Wisconsin
My Commission expires: April 3, 2011



Mark P. Hellestad
Mark P. Hellestad

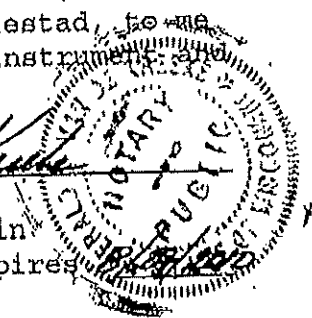
Cheryl A. Hellestad
Cheryl A. Hellestad

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 15th day of November, 2007,
the above named Mark P. Hellestad and Cheryl A. Hellestad, to me
known to be the persons who executed the foregoing instrument, and
acknowledge the same.

Heidi R. Van der Kerk

Notary Public
State of Wisconsin
My Commission expires



Clarence L. Turnis

Clarence L. Turnis

Cheryl A. Turnis

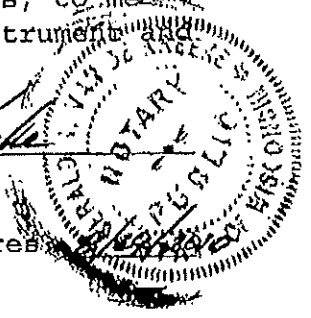
Cheryl A. Turnis

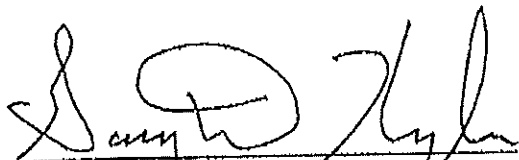
STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

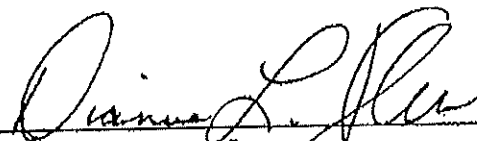
Personally came before me this 15th day of November, 2007,
the above named Clarence L. Turnis and Cheryl A. Turnis, to me
known to be the persons who executed the foregoing instrument, and
acknowledge the same.

David R. [Signature]

Notary Public
State of Wisconsin
My Commission expires

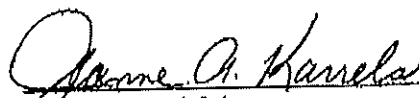


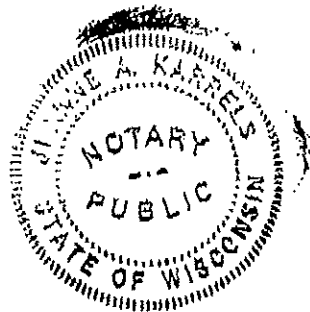

Gary D. Kegler


Dianne L. Kegler

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 21st day of November, 2007,
the above named Gary D. Kegler and Dianne L. Kegler, to me known
to be the persons who executed the foregoing instrument and
acknowledge the same.


Notary Public
State of Wisconsin
My Commission expires: June 8, 2008



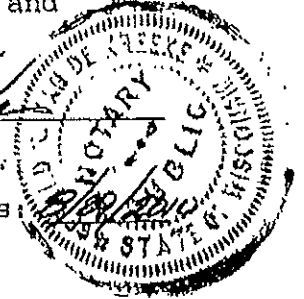
James L. Heimann
James L. Heimann

Cindy Heimann
Cindy Heimann

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 15th day of November, 2007,
the above named James L. Heimann and Cindy Heimann, to me known
to be the persons who executed the foregoing instrument and
acknowledge the same.

Heidi R. Houder
Notary Public
State of Wisconsin
My Commission expires



Richard E. Willits
Richard E. Willits

Abbie S. Willits
Abbie S. Willits

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 15th day of November, 2007,
the above named Richard E. Willits and Abbie S. Willits, to me
known to be the persons who executed the foregoing instrument and
acknowledge the same.

Harold R. DeKee
Notary Public
State of Wisconsin
My Commission expires *12/31/2010*

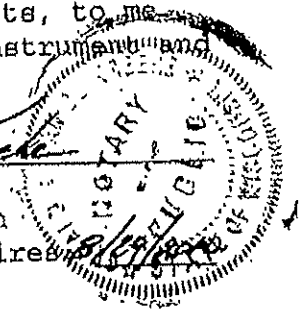


EXHIBIT A

A part of the SE 1/4 of Section 19, Township 16 North, Range 21 East, Town of Rhine, Sheboygan County, Wisconsin, described as: A 66-foot strip of land lying 33 feet on either side of the following described centerline: Beginning at a point on the centerline of CTH "J" as traveled July, 1974, being 2319.77 feet North and 1286.76 feet East of the South Quarter Corner of Section 19, Township 16 North, Range 21 East, Town of Rhine, Sheboygan County, Wisconsin; thence S. 51'-40'-25" W. 748.50 feet; thence Southwesterly 364.58 feet along the arc of a curve to the left, having a radius of 293.56 feet, and a chord which bears S, 16'-05'-44" W. 341.60 feet; thence S. 19'-28'-57" E. 314.13 feet; thence Southeasterly 264.33 feet along the arc of a curve to the left, having a radius of 165.45 feet, and a chord which bears S. 65'-15'-31" E. 237.14 feet; thence N. 68' -57'-54" E. 109.51 feet; thence Northeasterly 392.12 feet along the arc of a curve to the left, having a radius of 808.08 feet, and a chord which bears N. 55'-03'-49" E. 388.28 feet; thence N. 43'-09'-44" E. 315.00 feet, thence N. 12'-43'-34" E. 90.57 feet; thence N. 42'-13'-51" E. 180.51 feet to a point on the centerline of CTH "J" as traveled July, 1974, being 1852.82 feet North and 1694.12 feet East of said South Quarter Corner of Section 19.