

Document Number

**PROTECTIVE COVENANTS
VILLAGE VIEW SUBDIVISION**
Title of Document

1661524

SHEBOYGAN COUNTY, WI
RECORDED ON

12/04/2002 03:36PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 21.00
TRANSFER FEE:

STAFF ID 6
TRANS # 10721

OF PAGES: 6

The lands covered by this instrument are described as follows:

Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 of the plat of Village View Subdivision in the Village of Howards Grove, Sheboygan County, Wisconsin

Recording Area

Name and Return Address
SCAC

Part of 59135 648997
Parcel Identification Number (PIN)

PROTECTIVE COVENANTS REGARDING
VILLAGE VIEW SUBDIVISION
HOWARDS GROVE, WISCONSIN

WHEREAS, RCK Limited Partnership is the owner and developer of Village View Subdivision and is desirous of imposing protective covenants thereon for the following purposes: To help assure that Village View will become and remain an attractive community; to insure the best use and the most appropriate development and improvement of each building site, and in general, to maintain home values through regulation of type and size of buildings, prohibition of nuisances and other land use that might affect the desirability of a residential area.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the following Protective Covenants are adopted:

1. **Definitions:** The following words when used in these Protective Covenants shall have the following meanings:
 - 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 when three or more persons thereof are not household employees or related by blood, adoption or marriage.
 - b. **Lot/plat** shall mean and refer to any plot of land shown upon the recorded plat map of Village View Subdivision.
2. **Single Family Dwellings:** Lots 14-19 and 26-31 of the subdivision shall be reserved for single-family dwellings only. No lot shall be used except for single family, residential purposes. No building, except for a detached storage shed, shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling, not exceeding two and one-half stories in height, excluding basement and a private attached garage for not less than two nor more than three cars, which dwelling shall conform to the following specifications:
 - a. **A one-story dwelling** shall have a minimum of 1,300 square feet of living space, exclusive of garage, porch, breezeway or other structure.
 - b. **A one and one-half story dwelling** shall have a minimum of total living space of 1,400 square feet.
 - c. **A two story or two and one-half story dwelling** shall have a minimum of sixteen hundred (1,600) square feet of living space,

with a minimum of nine hundred (900) square feet on the first floor, exclusive of garage, porch, breezeway, or other structure.

- d. **No manufactured dwelling, manufactured home or mobile home** may be placed on a lot in the subdivision.
3. **Ranch Duplexes:** Lots 1 – 13 and Lots 22 – 25 would be zoned for ranch duplexes and would be sold as condominium. Two family dwellings shall have a minimum of one thousand forty (1,040) square feet of living space in each of the two residential living units, exclusive of garage, porch, breezeway or other structure. A basements and/or crawl spaces are not to be included in the computation of living space.
4. **Covenants and Restrictions:** The design of each structure including all storage buildings and garages must be submitted to the developer for approval. The buildings should be designed and located in such a way to compliment the surroundings. The approval or disapproval of plans submitted to the developer shall be in writing. If the developer does not respond in writing within 30-days, the plans shall be deemed to have been approved.
5. **Enforcement:** Failure of any owner to complete the exterior of his dwelling, including paved/concrete driveways, within one (1) year of the commencement of construction shall constitute a cause of action against such owner, his successors or assigns. Legal action thereon may be instituted by any one or more lot owner which action may request, among other remedies, the following:
 - a. To compel completion thereon within a reasonable time.
 - b. Removal of the structure from the premises.
 - c. The sale thereof to a purchaser ready and willing to buy and complete same in conformity with these restrictions, with the sales price determined by independent appraisal.

The financial inability of the owner to comply with these Covenants shall not be deemed as a defense for his failure to conform.
6. **Lawns:** The entire lawn must be seeded or sodded within one (1) year after the dwelling is occupied by the owner.
7. **Fences:** Fences on lot lines are discouraged; natural plantings are more aesthetic. If a fence is used, it should be made of wood, stone and/or brick and not steel or a chain link. Care should be taken to integrate the fence into the natural surrounding and neighboring lots.

8. **Ground Fill on Building Site:** Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, all filling shall be in accordance with the site plan approved by the Village of Howards Grove. It shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation earth shall be removed from the building site and deposited where directed by the developer.
9. **Garages:** All homes shall have an attached two-car garage or three-car garage.
10. **Construction:** Construction of all residential building shall be completed within twelve (12) months of the date of visible commencement of such work. No house or other structure shall be moved from another location and placed on a lot in the subdivision.
11. **Nuisances:** No noxious odors shall be permitted to escape from any building site and no activity which is, or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any building site. Outdoor lighting shall be so placed, shielded and directed as not to constitute a nuisance, invasion of neighborhood privacy, or a traffic hazard in the community.
12. **Signs:** No sign of any kind shall be displayed to the public view of any lot, except one professional sign of not more than five (5) square feet advertising the property for sale or rent and/or one sign identifying the occupants of the residence or not more than three (3) square feet. All signs shall be located not less than ten (10) feet back from the front lot line.
13. **Temporary Structures:** No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No house or other structure shall be moved on to any lot or portion thereof.
14. **Animals and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs or two (2) cats shall be kept on any one premises and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or allowed to run at large.
15. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be

kept except in sanitary containers. Care shall be taken to maintain a pleasant overall look to the subdivision.

16. **Division of Lots:** No platted lot shall be divided into two or more lots or building sites.
17. **Commercial Vehicles, Unlicensed Vehicles and Shanties:** No campers, commercial vehicles, unlicensed vehicles of any sort, construction or like equipment, or fishing shanties, shall be permitted on any lot of the subdivision, unless it is kept in a garage, completely enclosed.
18. **Easements:** The easements for the installment and maintenance of utilities are reserved as shown on the plat for Village View Subdivision, and will also be shown on any additional plats developer establishes in the future.
19. **General Provisions:**
 - a. **Term:** This declaration shall run with the land and shall be binding on all persons claiming under the developer for a period of twenty-five (25) years from the date each plat is recorded, e.g. Village View after which time it shall automatically stand renewed for successive periods of ten (10) years provided that an instrument terminating or changing such covenants in whole or part, signed by the owners of seventy-five percent (75%) of the total lots of each plat, is not in effect at the end of the term or ten year extension.
 - b. **Modification and enforcement:** These declarations can be amended at any time by the execution by the owners of seventy-five percent (75%) of total lots of each plat.
20. **Severability:** Invalidation of any of the restrictions or covenants contained here in by a court of law shall not affect any other restriction or covenant herein.

Dated this 21 day of November 2002.

RCK, Limited Partnership
a Wisconsin Limited Partnership

By: Ramesh Kapur
Ramesh Kapur
Managing Partner

S.S. (Milwaukee County
(State of Wisconsin

Subscribed and sworn to before me in Milwaukee, Ramesh Kapur, Managing Partner for
RCK Limited Partnership this 21st day of November 2002

Carolyn M. Bahr Milwaukee, Wisconsin
Carolyn Bahr, Notary Public
My commission expires June 13, 2004

