

The City of Kiel

PROTECTIVE RESTRICTIONS
AND COVENANTS

To

(Attached to Plat of Rockville
Subdivision – R-2)

The Public

The following restrictions are hereby made applicable to all of the lots in the Plat of Rockville Subdivision in the City of Kiel, and these covenants and restrictions shall run with the land for each of the lots in said subdivision and shall bind all parties obtaining interest in said property and their successors and assigns.

1. Subdividing: Lots contained in the said subdivision shall not be redivided or subdivided in any way without the approval of the Plan Commission and Common Council of the City of Kiel.

2. Dwelling Size: Each unit constructed in said subdivision shall contain a minimum ground floor square feet of living space, exclusive of garages, breezeways, open porches or covered patios, as follows:

- a) 1-story dwelling -- 1200 square feet
- b) Split-level dwelling -- 1000 square feet on the ground floor
- c) 2-story and 1 1/2 story dwelling -- 900 square feet on the first floor and 600 square feet on the second floor.

3. Construction Timing: Residential dwelling construction must begin within twelve (12) months of the purchase of the lot. No house shall remain unfinished on the exterior for more than six (6) months. Grading and leveling and sodding or lawn seeding of the entire building lot shall be completed within 18 months after the commencement of the house construction.

4. Garages: Each separate unit garage built upon any lot in the said subdivision shall have a minimum of 440 square feet and be attached to the house and built in accordance with the Accessory Uses And Structures Ordinance.

5. Outbuilding: Each separate unit - One garden shed or utility shed designed integrally with the house not to exceed 120 square feet in size and in accordance with the Accessory Uses And Structures Ordinance may be placed upon the residential lot.

6. Driveways/Walks: All driveways and walks must be of concrete, blacktop, brick or stone, and shall not be constructed of gravel, crushed stone, or similar composition. All such driveways and walks shall be completed within 12 months after completion of the residential building upon each lot.

7. Sidewalks: All sidewalks constructed in the said subdivision shall be constructed by the City of Kiel and the cost assessed to the property owner in accordance with the applicable ordinances of the City of Kiel and the laws of the State of Wisconsin.

8. Storage: No recreational vehicle, 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 Rockville Subdivision other than in the dwelling or the residential garage. A recreational vehicle, boat, trailer, snowmobile or similar recreation item may be kept on the property for temporary periods incidental to their usage consistency with the provisions of the zoning code of the City of Kiel applicable to residential property.

9. Off-Street Parking: No dwelling shall be built on any lot without provision for off-street parking for a minimum of two (2) cars, exclusive of garage parking.

10. Animals: No livestock, poultry, or animals other than household pets shall be kept on any lot. In no event shall any animals be kept, bred or maintained for commercial purposes, nor allowed to annoy or injure neighbors. Outside animal kennels or enclosures shall be designed integrally with the house and in accordance with the Accessory Uses And Structures Ordinance and fence code of the City of Kiel.

11. Care: All trash containers, outside animal enclosures, or central air conditioning units shall be screened from view with berms, shrubs or low fences. All lots must be kept clear and free from trash and other materials. Care should be taken to maintain a pleasant overall look to the subdivision.

12. Lighting: Exterior lighting shall be soft and indirect. No light sources shall be located so that they are offensive to a neighboring property.

13. Satellite Dishes and Amateur Radio Antennas: Satellite dishes or amateur radio antennas may be erected or mounted only in accordance with City of Kiel Ordinances.

14. Environment: No lot under owner in the said subdivision shall engage in any activity which might reasonably be considered to constitute a threat to the environment, nor shall a lot owner be permitted to place any underground storage tanks, oil tanks, propane tanks, or gasoline tanks upon the premises he or she owns in the said subdivision. The operation of any "customary home occupation" upon properties in said subdivision shall be done only consistently with applicable provisions of the ordinances of the City of Kiel.

15. Signs: Placement of signs in the subdivision shall only be made consistently with the requirements of the ordinances of the City of Kiel and consistently with the restrictions contained in the said ordinances.

16. Duration: These restrictions and covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date that said restrictions are recorded, after which said restrictions and covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots in said subdivision has been recorded, which instrument shall change said restrictions and covenants in whole or in part.

17. Zoning: This document is not intended to expand any zoning ordinances presently existing or adopted at any future date by the City of Kiel.

18. Enforcement: The City of Kiel shall have the right to enforce, by any proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by this document. Such action may be either to restrain violation or to recover damages. As to many of the restrictions, it would be impossible to measure the monetary loss suffered by violation so that equitable or injunctive relief may be the only remedy.

19. Severability: Invalidation of any one of these covenants or restrictions by judgment, court order, or change of law shall in no way affect any other provision, which shall remain in full force and effect.

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

IN WITNESS WHEREOF, this document has been signed by the City of Kiel this 25th day of September, 2001.

BY: Robert Gebhart
Mayor

Dennis Dederling
Administrator