

CURRENT

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

EAST TOWNE ESTATES ADDITION NO. 1

**LANDS LOCATED IN THE CITY OF PLYMOUTH
SHEBOYGAN COUNTY, WISCONSIN**

THIS DECLARATION, made this 20th day of September, 2005, by **K-W PROPERTIES OF WISCONSIN, LLP.**, hereinafter called "Owner" and "Developer".

WITNESSTH,

WHEREAS, Owner and 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 **East Towne Estates Addition No. 1**;

WHEREAS, additional real estate owned by the Developer may be made subject to these Declarations and Restrictions by reference;

WHEREAS, Owner desires to provide for the preservation and enhancement of the property values, environment and living experience in Plymouth, 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, Owner and 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 "Owner" shall mean and refer to K-W Properties of Wisconsin, LLP and its assigns. Upon sale of a lot by K-W Properties of Wisconsin, LLP, "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.

1.3 "Developer" shall mean and refer to "Owner" and its assigns.

1.4 "The property" shall mean and refer to all real property which becomes subject to the Declaration.

1.5 "Lot" shall mean and refer to any lot of land within the property.

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 property which is 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 Architectural and Esthetic Control Committee. The administration of these restrictions, the authority to grant approvals hereunder and the discretionary powers granted in this Declaration shall be vested in the East Towne Estates Addition No. 1 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 Voting. 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 Regulation by Committee. 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 or brick; 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 single family and duplex 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. Earthborn, manufactured, prefabricated and dome homes are prohibited by these declarations.

4.2 There shall be two 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:

Block 3: Lots 3 – 11
Block 4: Lots 6– 10 and 13 - 16
Block 5: Lot 6

Total of 19 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; for a two-story structure, either a) 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, or b) any combination of ground floor and second floor living area of at least 2,100 square feet total for a two-story structure.

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

C. TYPE 2 LOTS. The following corner lots may be used for duplex dwellings located within the development.

Block 4: Lots 11 & 12
Block 5: Lot 7
Block 7: Lots 1 & 2
Block 8: Lot 1

Total of 6 Type 2 Lots

No duplex dwelling unit shall be built on any Type 2 lot in which each duplex unit does not have a ground floor living area of at least 1,200 square feet in a one-story, split level or bi-level structure; or 900 square feet or more on the ground floor of a two-story structure, with the second story having no less than 500 square feet, for a total of 1,400 square feet.

Every duplex dwelling erected on a Type 2 lot shall have an attached or built-in garage for not less than 2 nor more than 2 ½ automobiles per unit.

Type 1 lot restrictions shall apply to any Type 2 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 perimeter yard fence, wall, windbreaker or other barrier shall be constructed on any part of the lot. Fences of limited size for animal or swimming pool enclosures are allowed, but cannot exceed 6 feet in height.

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 or commercial activities shall be allowed without a City of Plymouth permit, and no 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.

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, except for satellite dishes not to exceed 24 inches in diameter. 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.

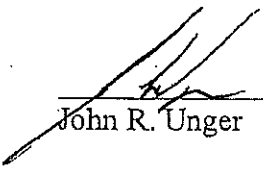
5.7 Severability. Invalidation of any one of these covenants or restrictions by a court of law shall in no way affect the validity of any other provisions of this declaration.

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. Each phase of development incorporating these restrictions will specify the lots designated as "Type 2" lots as permitted by the City of Plymouth. In no event may the number of Type 2 lots permitted by the City of Plymouth zoning classification in each phase of development be increased by amendments to these restrictions.

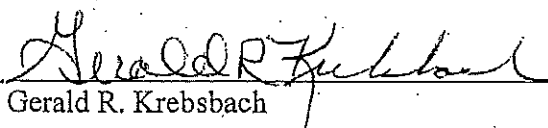
5.9 Acceptance and Costs of Enforcement. Each owner, by accepting an interest in any lot, hereby agrees to be bound by all of the conditions, limitations, reservations and restrictions contained herein, and in the event of a breach, the breaching owner agrees to pay all costs, including reasonable attorneys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

5.10 Additional Real Estate. Additional real estate owned by the Developer may be made subject to these Declarations and Restrictions by reference.

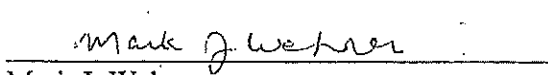
IN WITNESS WHEREOF, K-W Properties of Wisconsin, LLP, the Owner and Developer, has executed this Declaration of the day and year first written above.



John R. Unger



Gerald R. Krebsbach



Mark J. Wehner

EXHIBIT A

Lots 1, 2, 3 and 4; Block 1
Lots 1, 2, 3, 4 and 5; Block 2
Lots 1 and 2; Block 3
Lots 1, 2, 3, 4 and 5; Block 4
Lots 1, 2, 3, 4 and 5; Block 5
Lots 1, 2 and 3; Block 6

All in East Towne Estates, according to the recorded plat thereof, being located in the NE1/4 of the SW1/4, Section 23, T15N, R21E, City of Plymouth, Sheboygan County, Wisconsin.

DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
EAST TOWNE ESTATES

VOL 1882 PAGE 884
1611978

SHEBOYGAN COUNTY, WI
RECORDED ON

10-03-2001 11:53 AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 29.00
TRANSFER FEE:

066588 2

Document Number

Record this document with the Register of Deeds

Name and Return Address:

David E. Andrews Law Office, S.C.
623 East Mill Street
P. O. Box 349
Plymouth, WI 53073-0349

218680 and 218690
(Parcel Identification Number)

FINAL PLAT
OF

EAST TOWNE ESTATES ADDITION NO. 1

PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 21 EAST
CITY OF PLYMOUTH
K.W. PROPERTIES, INC.
CRAIG L. RUEBNER
DEVELOPER
SURVEYOR

1764584
STEELE ROAD, WI
REGISTERED
5/16/2005 13:0113
DOLENE J. ASHUIS
REGISTERED OF DEEDS
MICHIGAN TECH
PLAT FEE \$6.00
SHEET NO. 2
TOTAL PAGES

BLOCK NO.	LOT NO.	LOT SQUARE FOOTAGE	LOT ACRES	BLOCK SQUARE FOOTAGE	BLOCK ACRES
1	1	14,000	0.321		
1	2	14,000	0.321		
1	3	14,000	0.321		
1	4	14,000	0.321		
1	5	14,000	0.321		
1	6	14,000	0.321		
1	7	14,000	0.321		
1	8	13,879	0.319		
1	9	19,231	0.442		
1	10	23,559	0.541		
1	11	20,818	0.479		
1	12	16,200	0.372		
4	6	12,659	0.292	162,720	3.758
4	7	12,659	0.292		
4	8	12,659	0.292		
4	9	12,659	0.292		
4	10	14,071	0.322		
4	11	15,092	0.345		
4	12	15,871	0.361		
4	13	14,322	0.323		
4	14	12,659	0.292		
4	15	12,659	0.292		
4	16	12,659	0.292		
5	6	13,600	0.312	148,055	3.399
5	7	16,425	0.377		
7	1	15,625	0.358	30,025	0.689
7	2	15,625	0.358		
8	1	18,875	0.434	31,250	0.717
				16,875	0.388

TOTAL BLOCKS 389,926 8.951

TOTAL ROAD 158,847 3.647

TOTAL PLAT 548,773 12.598

LINE TABLE

01	S 07°11'51" E	100.00
02	S 31°42'31" E	25.00
03	S 01°57'30" E	10.00
04	S 07°11'51" E	98.00
05	S 07°11'51" E	50.57
06	S 01°42'29" E	32.34
07	S 31°42'31" E	25.00
08	S 07°11'51" E	54.50
09	S 07°11'51" E	23.19
10	S 31°42'31" E	59.73
11	S 07°11'51" E	32.00
12	S 07°22'00" E	20.00

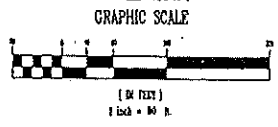
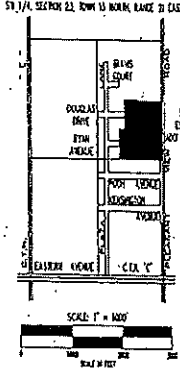
LEGEND

- 2" O.B. = 20' LONG TYPE INCLUDING 2 1/2" L.S. PER LINEAR FOOT, SEE
- 2" IRON PILE PINS
- ▲ 4" PINE NAIL SET
- 1.25" D.B. = 24' LONG TYPE INCLUDING 1.66" L.S. PER LINEAR FOOT, SEE AS ALL OTHER LOT CENTER
- 1/2" = RECORD BEARING AND/OR DISTANCE

NOTES: ALL MEASUREMENTS MADE TO HUNDRETHS OF A FOOT.

ARC DISTANCES ARE SHOWN ALONG ALL CURVES.

UTILITY EASEMENTS, UNLESS OTHERWISE SHOWN



DEPARTMENT OF CONSERVATION

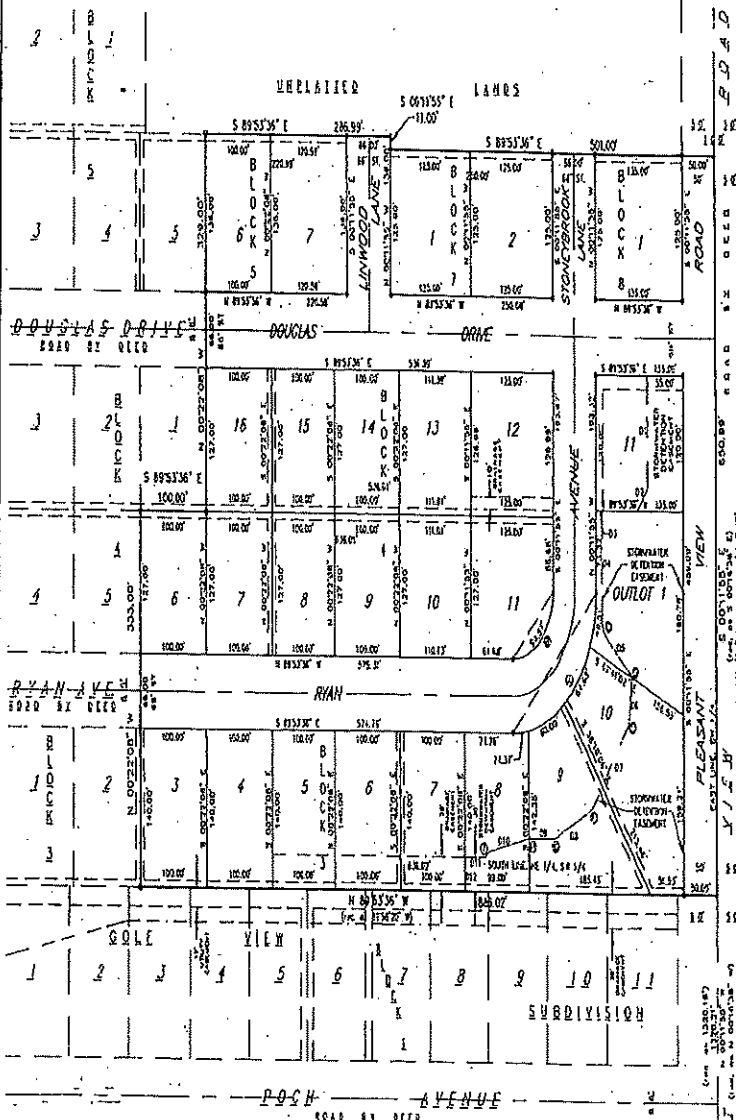
There are no objections to this plat with respect to s. 216.13, 216.14, 216.20 and 216.21 (1) and (2) Wis. Stat., as provided by s. 215.12, Wis. Stat.

Consented March 25th 2005

Ronald J. Dorey
Department of Administration

PLACEMENT OF FILL OR CONSTRUCTION OF ANY STRUCTURE, ON LOTS THAT CONTAIN EITHER A DRAINAGE OR STORM WATER DETENTION EASEMENT, WHICH WILL STOP OR RESTRICT THE NATURAL FLOW OF SURFACE WATER THROUGH SAID EASEMENTS, IS PROHIBITED. CITY OF PLYMOUTH OR ITS AGENTS, IS HEREBY GRANTED THE RIGHT TO ENTER UPON SAID EASEMENTS TO REMOVE SUCH FILL OR STRUCTURES. HOWEVER, CITY OF PLYMOUTH IS IN NO WAY OBLIGATED TO MAINTAIN, NOW OR CLEAR THE PROPERTY WITHIN SAID EASEMENTS.

SHEET 1 OF 2
KIMINZE & ASSOCIATES INC.
1983 SOUTH LAMAR STREET, GREENBAY, WI 54904
REGISTERED LAND SURVEYORS



CURVE DATA

CURVE NO.	LOT NO.	ARC LENGTH	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING	TANGENT BEARING IN	ARC LENGTH	TANGENT BEARING OUT
A	1	124.00'	15°07'18.5"	178.14'	S 44°31'18.5" E	S 07°52'30" E	158.53'	S 07°11'51" E
B	2	110.00'	15°07'18.5"	158.53'	S 44°31'18.5" E	S 07°52'30" E	124.00'	S 07°11'51" E
C	3	124.00'	15°07'18.5"	178.14'	S 44°31'18.5" E	S 07°52'30" E	158.53'	S 07°11'51" E
D	4	110.00'	15°07'18.5"	158.53'	S 44°31'18.5" E	S 07°52'30" E	124.00'	S 07°11'51" E
E	5	124.00'	15°07'18.5"	178.14'	S 44°31'18.5" E	S 07°52'30" E	158.53'	S 07°11'51" E
F	6	110.00'	15°07'18.5"	158.53'	S 44°31'18.5" E	S 07°52'30" E	124.00'	S 07°11'51" E
G	7	124.00'	15°07'18.5"	178.14'	S 44°31'18.5" E	S 07°52'30" E	158.53'	S 07°11'51" E
H	8	110.00'	15°07'18.5"	158.53'	S 44°31'18.5" E	S 07°52'30" E	124.00'	S 07°11'51" E
I	9	124.00'	15°07'18.5"	178.14'	S 44°31'18.5" E	S 07°52'30" E	158.53'	S 07°11'51" E
J	10	110.00'	15°07'18.5"	158.53'	S 44°31'18.5" E	S 07°52'30" E	124.00'	S 07°11'51" E
K	11	124.00'	15°07'18.5"	178.14'	S 44°31'18.5" E	S 07°52'30" E	158.53'	S 07°11'51" E
L	12	110.00'	15°07'18.5"	158.53'	S 44°31'18.5" E	S 07°52'30" E	124.00'	S 07°11'51" E
M	13	124.00'	15°07'18.5"	178.14'	S 44°31'18.5" E	S 07°52'30" E	158.53'	S 07°11'51" E
N	14	110.00'	15°07'18.5"	158.53'	S 44°31'18.5" E	S 07°52'30" E	124.00'	S 07°11'51" E
O	15	124.00'	15°07'18.5"	178.14'	S 44°31'18.5" E	S 07°52'30" E	158.53'	S 07°11'51" E
P	16	110.00'	15°07'18.5"	158.53'	S 44°31'18.5" E	S 07°52'30" E	124.00'	S 07°11'51" E

AFFIDAVIT OF CORRECTION

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STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

1594791

SHEBOYGAN COUNTY, WI
RECORDED ON

I, David C. Hinze, Registered Land Surveyor S-924,
of the State of Wisconsin, do hereby certify:

04-13-2001 11:27 AM

DARLENE J. NAVIS
REGISTER OF DEEDS

That I am President of Hinze & Associates, Inc., a land
surveying firm in the City of Sheboygan.

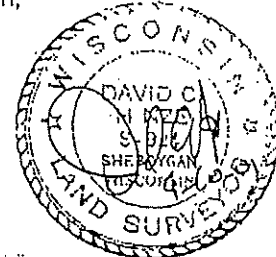
RECORDING FEE: 12.00
TRANSFER FEE:

055911 9

That on June 21, 2000 I prepared a Final Plat of
East Towne Estates which is now recorded in Volume 15,
Pages 77 & 78, Document No. 1579922 in the Register of
Deeds office in the County of Sheboygan.

Return to:
K-W Investment Properties LLP
N5875 County Rd. M
Plymouth WI 53073

That on Page 2 of 2, under the Owner's Certificate of Dedication,
Gerald R. Krebsbach, Mark J. Wehner & John R. Unger,
each signed as Individual owners.



That the Owner's Certificate of Dedication should read,
K-W Investment Properties of Wisconsin, LLP, a Wisconsin
Limited Liability Partnership and as follows:

Limited Liability Partnership Certificate of Dedication

K-W Investment Properties of Wisconsin, LLP, a Limited Liability Partnership, duly organized and
existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that
said partnership caused the land described on this plat to be surveyed, divided, mapped and
dedicated as represented on this plat.

K-W Investment Properties of Wisconsin, LLP, does further certify that this plat is required by
s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Department of Administration
Sheboygan County Planning and Resource Department
City of Plymouth

In Witness Whereof, the said K-W Investment Properties of Wisconsin, LLP, has caused these
presents to be signed by Gerald R. Krebsbach, Mark J. Wehner & John R. Unger, General Partners,
at the City of Plymouth, Wisconsin, and its corporate seal to be hereunto affixed this 12th day of
April, 2001.

In the presence of:

Laurene A. Wehner
Witness

Gerald R. Krebsbach
Gerald R. Krebsbach, General Partner

Laurene A. Wehner
Witness

Mark J. Wehner
Mark J. Wehner, General Partner

Laurene A. Wehner
Witness

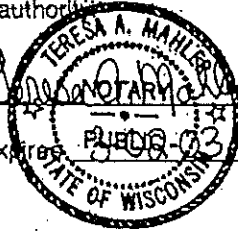
John R. Unger
John R. Unger, General Partner

STATE OF WISCONSIN)
SS
SHEBOYGAN COUNTY)

Personally came before me this 12th day of April, 2001,
Gerald R. Krebsbach, Mark J. Wehner & John R. Unter, of the
above named partnership, to me known to be the persons who
executed the foregoing instrument, and to me known to be such
persons of said partnership and acknowledged that they executed
the foregoing instrument as such person as the deed of said
partnership, by its authority

Notary Public, _____

My Commission expires _____



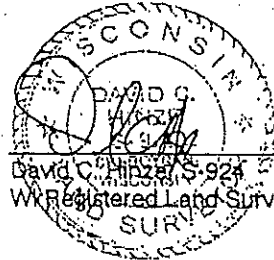
That this affidavit is made pursuant to Section 236.295 of the Wisconsin Statutes.

That this affidavit is given for the purpose of correcting said Final Plat and has been submitted and approved by the City of Plymouth.

IN THE PRESENCE OF:

Dean Polme

SIGNED



David C. Hinze, S-924
WI Registered Land Surveyor

9-10-01

This affidavit approved by the City of Plymouth.

William M. Kelly
City of Plymouth, Mayor

Charlene August
City of Plymouth, Clerk

Hinze & Associates, Inc.
1133 S. 7th Street
Sheboygan, Wisconsin 53081
(414) 458-5921

This instrument drafted
by David C. Hinze

