

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
ROYAL OAKS SUBDIVISION NO. 3

Oak Park Developers, L.L.C., a Wisconsin Limited Liability Company ("*Developer*"), by its managing members, impose the following restrictions, conditions, limitations and covenants, ("*Covenants*"), upon the Real Estate described in the document. Developer owns all of the applicable Real Estate.

1. **Description.** The Real Estate described on attached Exhibit "A" ("*Real Estate*") is subject to the covenants in this document.

2. **Purpose; Use Restriction.** The covenants are imposed to 1) insure the use of the Real Estate exclusively for residential purposes, 2) prevent nuisances, 3) prevent impairment of aesthetic appearance of the Real Estate, 4) maintain the desired tone of the Real Estate, and 5) secure to each lot owner the full benefits and enjoyments of the Real Estate by protecting the value, desirability, appearance, and aesthetics of the Real Estate and improvements thereon. Each Lot shall be used solely for residential purposes by one Family, ("*Single-Family*"). "*Family*" shall mean one or more persons related by blood, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or group of persons where three or more are not so related or engaged as household employees. Only one residence may be constructed on each lot.

3. **Construction of Improvements.**

(A) **Single Story Residence.** Single-Family single story residences must contain One Thousand Eight Hundred (1,800) square feet or more of living space. Single story residences with exposed basement construction must also comply with this square footage requirement on the first floor.

(B) **One and one-half story and Two Story Residences.** Single-Family first floors must contain One Thousand Eight Hundred (1,800) square feet or more of living space with total living space of Two Thousand Four Hundred (2,400) square feet or more.

(C) **Raised Ranch Residence.** For Single-Family, this type of construction must contain One Thousand Eight Hundred (1,800) square feet or more of living space on the upper level. For Single-Family, at least fifty percent (50%) of the lower level in area must be finished as living space.

(D) **Tri-level Residence.** For Single-Family, this type of construction must contain One Thousand Eight Hundred (1,800) square feet or more of living space on the first floor. For Single-Family, at least fifty percent (50%) of the area below ground level floors (excluding any area that is greater than seventy-two inches (72") below ground level) must be finished as living space. For Single-Family, square footage for this type of construction is computed using only floor decks level with or above ground level.

(E) **Masonry.** All construction, as described in 3(A) through 3(D) must contain twenty-five percent (25%) of front elevation in real masonry construction.

(F) **Roof Pitch.** No improvements as described in 3(A) through 3(D) shall be constructed with a roof pitch of less than 6/12.

(G) **Closed Wall Construction.** No improvements as described in 3(A) through 3(D) will be constructed using closed wall construction techniques. Installation of plumbing, heating, and electric wiring to any improvement will be done at the Real Estate site. Modular homes, dwellings on their own chassis, a dwelling not required to be built in accordance with state and local dwelling standards, a dwelling having its own motor vehicle title or any other mobile home, are not allowed on any of the Real Estate.

(H) **Garages.** All residential improvements must have a minimum garage (attached or unattached) width, of twenty-four feet (24'). Unattached garages must be set back from front and side lot property lines a distance equal to or greater than the residence set back and shall be constructed of the same exterior materials as the residence and in the same relative proportions of materials.

(I) **Accessory Buildings and Improvements.** Accessory buildings may be constructed upon any lot if such building is used in conjunction with the owner's residence. Such construction must be done in the rear one-half (1/2) of any lot and must not be visible from any angle from any adjacent public street unless screened by a four foot high view obstructing fence constructed out of wood or masonry or both or, in the alternative, by the planting of coniferous trees and/or shrubs accomplishing the required screening. Tennis courts, below ground swimming pools, summer porches and similar improvements are permitted provided such are constructed in the rear one-half (1/2) of any lot.

(J) **Square Footage Computation.** All living space square footage computations in this section are exclusive of breezeways, porches, and garages.

4. **Setbacks.** The minimum front yard setback for any residence shall be twenty-five feet (25') from the property line, the side yard setbacks shall be a minimum of seven and one-half feet (7.5') feet. On a corner lot the side yard that has a street on it shall be in accordance with local law. All rear setbacks shall be in accordance with local law.

5. **Severability.** The invalidity of any covenant or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.

6. **Non-Waiver of Covenant.** No covenants contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any lapse of time.

7. **Covenants to Run With Land.** All covenants contained herein shall be deemed to be covenants running with the Real Estate and shall be binding upon any person having at any time any interest or estate in said Real Estate and shall insure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

8. **Interpretation of Declaration.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential subdivision and in accordance with the laws of the State of Wisconsin.

9. **Nuisances.** No rubbish or debris of any description shall be dumped, placed, stored, or be permitted to accumulate upon any lot. No nuisance or odors will be permitted to exist or operate upon or arise from any lot so as to render any portion of any lot unsanitary, unsightly, offensive, or detrimental to persons using or occupying any lot. Noxious or offensive activities shall not be carried on any lot. Each lot owner, his/her family, tenants, guests, invitees, servants and agents shall refrain from any act or use of any lot which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of any lot. Without limited the generality of this provision, no horns, whistles, bells, or wind chimes, except security and fire alarm devices used exclusively for such purposes, shall be located, used or place on any lot.

10. **Signs.** No signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any improvements located in the

subdivision or on the land except for suitable signs for sale of the lot or improvement thereon or both or subdivision identification signage at Developer's discretion.

11. **Pets.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by an owner upon any portion of the Real Estate, provided that generally recognized house pets may be kept, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained within twelve and one-half feet (12 1/2') of any lot line.

12. **Mail/Newspaper Delivery.** Any receptacle used for the delivery of a newspaper, shopping guide or the like must be attached to the same post to which the mailbox is attached.

13. **Outside Structures/Improvements; Fences.** No building or structure of any type or kind may be moved from a point outside the subdivision to a point within the subdivision. No chain link or related fences shall be installed or maintained on the Real Estate. Fences made of wood, masonry or other natural type products are acceptable.

14. **Tree Planting.** Developers reserve the right to plant trees within two (2) calendar years after the installation of a permanent street in the area between the city sidewalk and street curb at no expense to the property owner. Developer assumes no responsibility for the care and maintenance of trees so planted.

15. **Other Restrictions.** No house trailer, tent, shack, garage barn or other outbuildings will at any time be used as a residence, temporarily or permanently. No structure of a moveable or temporary character shall be permanently maintained upon any lot. No mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, snowmobile, jet-skis, or any other related form of transportation devices may be parked in the front yard or side yard set backs of any lot nor on the front one-half (1/2) of any lot.

16. **Home Offices.** The use of a portion of any residence as an office by an owner will not be considered to be a violation of this covenant if such use does not create regular customers, client or employee traffic. No other trade or business will be conducted on any lot or in any improvement on any lot nor will any accessory building or structure be used for the storage of any materials used in a trade or business.

17. **Access; Easements.** Only those areas specifically designated on the Royal Oaks Subdivision No. 3 plat map shall be used for pedestrian, vehicular or other motorized

or non-motorized access, ingress or egress to the Real Estate or any areas contiguous thereto. No easement (verbal or written), driveway or roadway shall be granted or constructed on or across any Real Estate lot(s) with the intent of providing said access to any other Real Estate or area contiguous thereto. This Section 17 shall not apply to any Real Estate owned by the Developer.

18. **Amendment.** The covenants may be amended by written consent in recordable form of at least seventy-five percent (75%) of the lot owners. One (1) vote is attached to each lot, regardless of the number of record title owners. The consent of any lot owner is not effective unless such consent is approved in writing by the mortgagee of record concerning such lot.

19. **Abatement and Enjoyment.** The violation or breach of any covenant shall empower any lot owner to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach and such owner is entitled to recover reasonable actual attorneys fees and associated costs in maintaining any such proceeding.

20. **Miscellaneous.** These restrictions and reservations are made with and for the mutual benefit for any and all persons who now or may hereinafter own any Real Estate in the Royal Oaks Subdivision No. 3, and same shall be binding on all and enforceable by any of the present and future owners of the Real Estate. These restrictions and covenants shall run with the Real Estate and shall have full force and effect for a period of twenty-five (25) years from date hereof and for successive periods of ten (10) years each thereafter unless by the majority vote of the then owners of Real Estate, it is agreed to remove or change the same in whole or in part. Each individual lot shall have one vote. In ascertaining the owner of a lot, it shall be who has the power to convey the fee simple interest of said lot.

Dated this 11TH day of March, 2005.

Oak Park Developers, L.L.C., a Wisconsin
Limited Liability Company, Owner of all Real
Estate

By: Jeffrey C. Check
Jeffrey C. Check, Managing Member

By: Michael E. Check
Michael Check, Managing Member

Subscribed and sworn to before me this
11th day of March, 2005
the signatures of Jeffrey C. Check and Michael
Check.



DEAN DVORAK

Notary Public, Manitowoc County, WI
My commission May 22 2005

This instrument was drafted by:

Attorney Oliver T. Skrivanie
Whyte Hirschboeck Dudek S.C.
1523 Washington Street, P.O. Box 117
Two Rivers, WI 54241
Telephone: (920) 793-4521
FAX: (920) 793-5927

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROYAL OAKS SUBDIVISION NO. 3.

LEGAL DESCRIPTION

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10) in Block Numbered Eight (8); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19) in Block Numbered Nine (9); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8) in Block Numbered Ten (10); and Lots Two (2) and Three (3) in Block Numbered Seven (7), of Royal Oaks Subdivision No. 3 located in the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) and the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section Eleven (11), Township Numbered Nineteen (19) North, Range Numbered Twenty-three (23) East, City of Manitowoc, Manitowoc County, Wisconsin as recorded on February 15, 2005 in the Office of the Register of Deeds for Manitowoc County, Wisconsin in Cabinet D, Plats Jacket 19, # 982939.