

# DECLARATION OF RESTRICTIONS ARROWHEAD SOUTH ADDITION NO. 4

This Declaration (the "Declaration") is made by LELAND STOHR (the "Declarant"), as the owner and trustee of the Leland and Bernelda Stohr Revocable Trust, of all the platted lots in Arrowhead South Addition No. 4, a subdivision of part of the lands of the southeast  $\frac{1}{4}$  and southwest  $\frac{1}{4}$  of the northwest  $\frac{1}{4}$  and part of the northwest  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 21, Township 1 north, range 19 east being in the Village of Twin Lakes, County of Kenosha and State of Wisconsin.

## PREAMBLE

- A. Declarant owns fee simple title to the following lots in Arrowhead South Forth Addition (the "Subdivision"):
- Lots 10 through 15 of Block 2
  - Lots 20 through 25 of Block 9
  - Lots 7 through 31 of Block 10
  - Lots 1 through 11 of Block 11
  - Lots 1 through 13 of Block 12
- B. Declarant desires to develop a single-family residential development on said lots consistent with the Declaration of Restrictions for Arrowhead South Subdivision dated April 1, 1994, and recorded at the office of the Kenosha County Register of Deeds on April 4, 1994, in Volume 1671 of Records at pages 062-66 as Document Number 958529.
- C. Declarant is desirous of submitting the lots to the provisions of this Declaration.

## RESTRICTIONS

NOW, THEREFORE, Declarant hereby declares that the above describe lots are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth.

### SECTION I

- A. Land Use and Building Type. No lot shall be used except for the construction of (1) single-family residence. A breezeway, if desired, may be attached to the principal dwelling. Each dwelling must have a two-car garage attached to the immediately adjoining principal building or to the breezeway; provided that a detached garage in lieu of an attached garage shall be allowed upon written consent obtained from the Building Control Committee (hereinafter referred to as "B.C.C."). A garage and breezeway, including the roof, shall be of the same material and general design as the principal building. (1)

- B. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the B.C.C. as to quality of workmanship and materials, harmony of external design within existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected or placed on any lot unless similarly approved. Approval shall be as provided in Section II B. The main roofs of all buildings shall have a minimum 6/12 pitch with at least one gable facing the street. All village sidewalks along the road and driveway approach shall be put in by the new owner of the lot before occupancy.
- C. **Building Location.** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines as required by the Village of Twin Lakes. No building shall be located within a distance to an interior lot line than is allowable under the building, zoning or other applicable law or regulation of the Village of Twin Lakes.
- D. **Division of Lots.** In no event, may a lot or parcel be further divided than is provided in the current plat unless written consent is obtained from the B.C. C. Three lots may be purchased by two owners with the intention of redividing said three lots into two lots.
- E. **Dwelling Size.** The floor area of the principal building, excluding garages and open porches, shall be as follows:
- (1) One-floor, ranch type: minimum of 1,225 square feet
  - (2) One and one-half story, cape cod type: minimum of 1,500 feet
  - (3) Bi-level type: minimum of 900 square feet on upper level and 400 square feet on lower level.
  - (4) Two-story colonial type: Minimum of 1,500 square feet
  - (5) Tri-level type: Minimum of 1,000 square feet on main two levels with 400 square feet on third level.
- F. **Temporary Structures.** No structures of a temporary character, including but not limited to a trailer, basement, tent, shed, shack, garage, barn or other out building, shall be used on any lot at any time as a residence or for any other purpose, whether temporarily or permanently, unless otherwise provided herein.
- G. **Nuisances.** No noxious, noisy or offensive activity shall be carried on, on any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.
- H. **Animals.** No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs or cats or two other similar household pets or a combination thereof in such number may be kept, provided that such pets shall not be permitted outside the owner's lot unattended.

- I. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers and in an inconspicuous place.
- J. **Signs.** No signs, signboards or advertising material shall be erected on or in any lot or parcel other than the customary highway signs for use in connection with highways located within said real property, the customary signs of owners or agents advertising a parcel for sale or campaign or political signs not to exceed 4 square feet.
- K. **Driveways.** Any building erected or permitted on any lot shall, in conjunction therewith, have a constructed surfaced driveway measuring at least eighteen feet in width and running from the street paving to the garage of gravel and surface of asphalt or concrete within two years of occupancy.
- L. **Recreational Vehicles.** No recreational vehicles, trailers, boats, recreational motor driven cycles or unlicensed vehicles may be stored, kept or parked outside, ungaraged.
- M. **Operation of Motor Vehicle.** In no event, may any motor driven vehicle be operated on any lot or parcel other than as egress or ingress thereto. No such vehicle may be operated in a noisy or offensive manner within the subdivision of said real property.
- N. **Grass and Shrubbery.** After residential construction has been completed on a parcel or lot, the owner thereof shall, within twelve months thereafter, install, plant and maintain grass and shrubbery on his parcel or lot.
- O. **Removal of Soils.** Any excess excavated soil to be removed from a lot or parcel shall become the property of the Declarant and shall be deposited at locations within two miles of the removal site at the direction of the Declarant.
- P. **Drainage Areas.** The owners of each lot shall be individually responsible for the mowing and maintenance of water drainage areas and shall not place any fill dirt in the area, or plant trees, shrubs, fences or erect any building, or make any use whatsoever of the water drainage areas.
- Q. **Time of Construction and Completion.** All dwellings shall be completed within twelve months from date of commencing construction thereof. The word "completed" shall mean that a dwelling is habitable within the principal and customary living quarters.
- R. **Moving of Dwelling.** No dwelling may be moved onto or off of a lot or parcel without the prior written consent of the B.C.C.

- S. There shall be no fences or hedgerow of any type in any front yard. All fences shall be restricted to the rear yard and may be constructed from the rear corner of the dwelling to the rear lot line or easement. All fences are restricted to open, chain link type, and shall not exceed four (4) feet in height. Each lot may only have a dog run in the rear yard, and shall not exceed three hundred (300) square feet. The dog run shall be no more than (5) five feet in height and may be constructed of chain link or wire mesh fencing fastened to wood or metal posts. A dog run shall be within the established side yard setback lines of the existing dwelling, behind the house.

## SECTION II


- A. Building Control Committee. The initial Building Control Committee shall be composed of Leland Stohr and John Stohr. Those two members may choose to appoint a third member, but shall not be required to do so. A majority of the committee may designate a representative to act for it. In the event it shall become necessary to appoint a successor member, the remaining members shall designate such successor. Neither a member of the committee nor any representative shall be entitled to any compensation for services performed. The Building Control Committee may also be designated by the abbreviated form "B.C.C." At such time the Declarant no longer owns an interest in any lot in Arrowhead South Addition No. 4 a majority of the owners of lots within said subdivision shall elect three (3) persons from among the lot owners to serve as the Building Control Committee charged with enforcement of these Restrictions. At that time the Declarant and any of his designees or appointees to the Building Control Committee shall cease to have any obligation or duty to serve as the Building Control Committee.
- B. Procedure. All requests for consent from the B.C.C. as required in this Declaration of Restrictions shall be in writing. A consent from the B.C.C. to be valid must be in writing and signed by a majority of its members or its designated representative. No variance from the restrictions contained in this Declaration shall be permitted without first obtaining a valid consent.

## SECTION III

- A. Term and Effect. These restrictions are intended as covenants to run with the land and thereby benefit and burden the lots and parcels in said real property accordingly. These restrictions shall be binding on all owners, successors, assigns and heirs, and each such party agrees to conform to and observe these restrictions, and these restrictions shall be so binding for a period of forty (40) years from the date recorded.

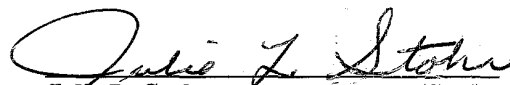
- B. **Enforcement.** Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate them either to restrain or recover damages. In the event a person shall be restrained or is found to be responsible for damages, that person shall be liable for reasonable costs and attorney's fees to the person bringing such action. Members of the Association are encourage to resolve any actual or apparent violation of these Restrictions informally with each other prior to pursuing any legal remedy as provided in these Restrictions.
- C. **Severability.** Invalidation of any one of these restrictions by judgment or order of any court or administrative agency shall in no way affect any other restriction and such other restriction(s) shall remain in full force and effect. Any restriction which shall be or become in violation of any law, regulation or restriction of a governmental body shall be construed as if in conformity with such law, regulation or restriction.
- D. **Definitions.** The terms "lot" and "parcel" shall be interpreted as synonymous. The term "dwelling" shall mean a residential dwelling which provides permanent, separate housing occupancy for one family.
- E. Lots surrounding Outlot #1, which would be Lots 1, 2, 3 and 4, Block 10 of Arrowhead South Addition #2 and Lots 7, 8, 9, 10, 11, 12,15, 16, 17, 18, 19, 24, 25, 26, 27, 28, 29 and 30 of Block 10 in Arrowhead South Addition #4 will be part of an Association for the maintenance of the drainage basin, which they border.

IN WITNESS WHEREOF, the undersigned have set their hands and seals  
 This 30 day of March, 2006

  
 Leland Stohr (Seal)  
 Trustee of the Leland and Bernelda  
 Stohr Revocable Trust

State of Wisconsin )  
 )ss  
 Kenosha County )

Personally came before me this 30 day of March, 2006, the above named  
 Leland Stohr, to me known to be the person who executed the foregoing  
 instrument and acknowledge the same.

  
 Julie L. Stohr (Seal)  
 Notary Public, Kenosha Co., WI  
 My commission expires 2-18-07

This instrument drafted at the request  
 of Leland Stohr based upon the  
 Declaration of Restrictions for  
 Arrowhead South Subdivision  
 Addition #4 by Julie L. Stohr (5)