## RESTRICTIVE COVENANTS

Beau Rivage Estates, LLP, a Wisconsin limited partnership, fee owner of the following described real estate, located in the Town of Ledgeview, Brown County, State of Wisconsin:

Lots One (1) through Ten (10), according to the recorded Plat of Beau Rivage Estates, in the Town of Ledgeview, Brown County, Wisconsin.

hereby makes the following declarations as to limitations, restrictions, and uses to which the real property may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such real estate, this declaration

BROWN COUNTY
REGISTER OF DEEDS
CATHY WILLIQUETTE

18 E 9 1- 93 SP

Recording Area

Name and Return Address

Bay Title & Abstract, Inc. 345 S. Monroe P.O. Box 173 Green Bay, WI 54305-0173

TI- 3866

of restrictions being designed for the purpose of keeping the area desirable, uniform, and suitable in architectural design and use as specified herein;

## RESTRICTIVE COVENANTS

- 1. No building erected elsewhere shall be moved onto any lot or lots.
- 2. No temporary structures (including, without exclusion of others, trailers, basements without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes. No permanent or temporary exterior storage of boats, motor homes, trailers, campers, RV's, or vehicles of any kind permitted on lots within this subdivision.
- 3. Lots shall be used for the purpose of single family residence only. Lots 1-2 and 7-10 to be a minimum of 1,800 square feet for a ranch, 2,200 square feet for a two-story. Lots 3-6 to be a minimum of 2,500 square feet for a ranch, 3,000 square feet for a two-story. (All square roof pitch of not less than 7/12 on lots 1-2 and 7-10 and 8/12 on lots 3-6.)
- 4. Every house shall have a foundation below frost line. All homes to be brick, stone, or stucco exteriors. Lots 1 2 and 7 10 may be cedar also.
- 5. No residence shall be erected in the plat until the final plans, site plans, and colors used for each building have been approved in writing by the proprietors of this Plat, or by such person or persons as they may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with.
- 6. No fence shall be erected upon any lot in the plat without the express written approval of the plat proprietors or their delegates.
- 7. In-ground swimming pools are permissable. No above-ground swimming pools are permissable. Site plans required.
- 8. Temporary docks not permissable. Permanent docks will have steel or heavy wood posts and shall be 4' wide minimum for owner's boat only. Location plan must be approved by developer.
- 9. A minimum two-stall garage and maximum of four-stall garage. No high doors per property.
- 10. All mature trees will be retained whenever possible no clear cutting of any property.

(8) (8)

- 11. Any building shall be started on the grade established by the City Engineer of the Town of Ledgeview.
- 12. The land occupied by public utility easements of the lots shall not be graded in such a manner as to interfere with drainage of storm water.
- 13. No outbuildings, detached garages, boat houses, mini barns or storage sheds shall be permitted on any lot in this plat.
- 14. All dwellings shall be completed within one year after the beginning of construction and every structure must have a permanent finish on the exterior within six (6) months after the start of construction.
- 15. All landscaping, including lawn, trees and shrubs to be completed within one year of beginning construction to include shrubs around utility boxes and transformers per lot planted by homeowner in road right of way.
- 16. Driveways to be of concrete, brick pavers or asphalt.
- 17. No horse, cattle, swine, sheep, goats or live poultry of any kind, nor more than two pets, shall be kept on any lot in this plat.
- 18. No nuisance shall be maintained or suffered to exist in the plat.
- 19. No satellite dishes or exterior antennas, such as television (other than normal housetop antenna), ham radio or other communication modes shall be erected or installed on any lot.
- 20. All lots to have uniform mailboxes decided by developer, paid for by homeowner.
- 21. These covenants are enforceable by the proprietors of the plat and/or the owner of any lot in the Subdivision by injunctive relief as well as any and every other legal right.

Dated at Green Bay, Wisconsin, this <u>A6</u> day of <u>August</u>, 1998.

Beau Rivage Estates, LLP, a Wisconsin limited partnership

By: Keith E. Garot, Partner

Wilbert C. Stark, Parner

STATE OF WISCONSIN)

SS

COUNTY OF BROWN

Personally came before me this <u>26</u> day of <u>Accest</u>, 1998, the above named Keith E. Garot and Wilbert C. Stark, partners of Beau Rivage Estates, LLP, a Wisconsin limited partnership, to me known to be such partners of said partnership, and acknowledge that they executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin My commission expires: 3-25-2001

This instrument was drafted by Keith E. Garot of 445 S. Madison Street, Green Bay, Wisconsin, 54301.