

BAYVIEW ESTATES
COVENANTS AND RESTRICTIONS

WHEREAS, Brookstone Homes, Inc., ("Developer"), is the owner of Outlot 2, Outlot 3 and Lots 35 through 65 of First Addition to Bayview Estates, a subdivision in Government Lot 1 and the SW 1/4 of NW 1/4 Section 6, T4N, R13E, Town of Milton, Rock County, Wisconsin, which plat has been recorded in the office of the Register of Deeds of Rock County, Wisconsin on the _____ day of _____, 1995, as Document No. _____ and recorded in Volume _____ of plats of Rock County on page _____; and,

WHEREAS, Brookstone Homes, Inc., wishes to provide subdivision restrictions affecting all of the land in First Addition to Bayview Estates for the protection of the lot owners and their successors in title,

NOW, THEREFORE, the following covenants running with the land shall apply to all of the land in the subdivision:

1. Purpose. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than the one (!) detached single-family dwelling not to exceed two stories in height and an attached private garage.
2. Architectural Approval. 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 Architectural Control Committee ("Committee") as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.
3. Architectural Control Committee. The Committee is composed of the Developer or its assigns.

The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities which changes the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage

channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. Signs. No sign of any kind shall be displayed to the public view on any lot except a "For Sale" sign used by the builder or owner and in the case of a builder, only signs of Brookstone Homes, Inc., or its assigns shall be permitted. Permanent signs identifying the subdivision entrance are also permitted.

7. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except for dogs, cats or other household pets which may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

8. Trash Removal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each homeowner shall provide for sanitary waste removal on a regular schedule.

9. Minimum Square Footage. The minimum floor area of each dwelling unit shall be as follows:

<u>Lot Number (Inclusive)</u>	<u>House Style</u>	<u>Minimum Square Footage</u>
35-65	Single story & Bi-levels	1100 sq. ft.
	Tri-levels (upper 2 levels)	1000 sq. ft.
	Two stories	1300 sq. ft.

The Committee, at its sole discretion, may waive any of the minimum floor area requirements.

10. Building Setbacks. All set back lines must follow the minimum requirements as set forth by the municipality.

11. Permitted Uses. No business or commercial structure shall be erected or allowed to operate on said premises and the subdivision of which it is a part, being designed solely for first-class residential purposes only. A doctor, dentist, lawyer, insurance broker, artist, music teacher or person engaged in a similar professional pursuit may use a room in a residence as an office or studio provided that no advertising signs shall be displayed.
12. Parking. No disabled vehicle shall be parked or stored on any lot for more than a period of 72 hours; said time shall commence from the time written notice is given by any other lot owner in the subdivision or the Developer to the violator by Certified Mail, return receipt requested.
13. Lakeshore Lots. Lots 60 through 65, inclusive, shall not have any filling, grading, dredging or clearing of vegetation in designated wetlands area, with the exception of a eight-foot wide path or boardwalk from the dwelling unit to the lake. No structures are allowed to be constructed in the wetlands area except said boardwalk and/or a pier. All lot owners will need to comply with wetland district regulations.
14. Lake Access. Developer shall provide an access to the lake at all times for all lot owners of Bayview Estates and First Addition to Bayview Estates. The location of the access shall be through Outlot 3 of First Addition to Bayview Estates.
15. Homeowner's Association. The Bayview Estates Homeowner's Association ("Association") shall be established for the purpose of developing, maintaining, repairing and regulating the common areas of Bayview Estates and First Addition to Bayview Estates. All of the lot owners of Bayview Estates and First Addition to Bayview Estates shall be members of the Association. The Association shall have the right to collect reasonable dues and assessments from all lot owners to pay for its expenses. The collection of such assessments shall be as provided in the Articles and By-laws of the Association.
16. Common Areas of Bayview Estates Phase I and Bayview Estates Phase II. The park located at Outlot 2 and the access to Lake Koshkonong at Outlot 3 of First Addition to Bayview Estates and the access to the park at Outlot 1 of Bayview Estates and the sign easements at Lots 1 and 25 of Bayview Estates and all structures and improvements located on such lots constitute common areas of Bayview Estates and First Addition to Bayview Estates. The common areas are for the exclusive use and enjoyment of the members of the Bayview Estates Homeowner's Association and their guests and invitees. All such common areas shall be maintained and regulated by the Bayview Estates Homeowner's Association.
17. Duration. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said Covenants in whole or in part.

18. Enforcement. Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any Covenants either to restrain violations or to recover damages.

19. Validity. Invalidation of any one of these Covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

20. Headings. All headings are convenience only and should not be constructed as having any additional meaning.

Dated this 15th day of August, 1995.

BROOKSTONE HOMES, INC.

By: 

Paul Giusti, President

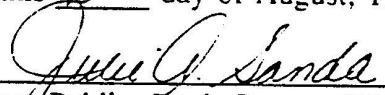
STATE OF WISCONSIN)

: ss

COUNTY OF ROCK)

Personally came before me, this 15th day of August, 1995, the above named Paul Giusti to me know to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before
me this 15th day of August, 1995.


Notary Public, Rock County, Wisconsin

My Commission 4/5/98

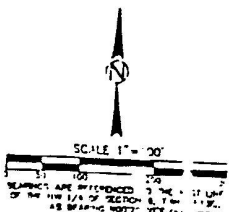
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Return to:
Brookstone Homes, Inc.
4450 Milton Ave., Suite 206
Janesville, WI 53546

and 21 154

There are no objections to this plan with requests to Sers 214 15, 214 16, 214 20 and 214 21 (1) and (2). Wm. Starnes

Certified this 2nd day of May 1995
John A. Strain
 Department of Agriculture, Trade & Consumer Protection



LEGEND
 0 - 8" STONE W/IN WENT 10' NO
 0 - 4" GRA ALLUMINUM W/IN WENT 10' NO
 0 - 2" GRA IRON PIPE 10' NO
 0 - 1" GRA IRON PIPE 10' NO

30' WIDE LOT, 40' DEPT. 40' - 100'
10' PER LIN. F.
ALL OTHER LOTS, OUTLOT, AND
UNDER CORNERS MARKED IN 74
1" = 20' WIDE PILES, 40' - 100'
10' PER LIN. F.

[illegible]

NOTE: The wetlands area along Lake Koshkonong is restricted in that no activity is allowed which will change the nature of the land or plant life, including grading, dredging, filling or clearing of vegeta- (except as a path to the lake with no fill) without permits from Rock Co. DNR, the Army Corps of Engineers or any other applicable agency.

Also : structures (i.e. docks, storage building, boatsheds, etc) are all regulated by Department of Natural Resources.

The City of County Building Site Permit required for a new building will include an agreement by owner to comply with wetland district regulations.

The minimum front yard setback as per County Subdivision Ordinance is 25 feet. However, the Town of Milton Zoning Ordinance requires a 50' setback. Any variance to this 50' requirement must be approved by the Milton Planning Board.

1. 2 and 3 are to be owned by the husband and wife as tenants in common for the exclusive use of the lot owners.

