

BAYVIEW ESTATES
COVENANTS AND RESTRICTIONS 635

WHEREAS, Neumann Developments, Inc. ("Developer"), owner of Lots 1 through 34, inclusive, Bayview Estates, a subdivision in Government Lot 1, and SW 1/4 of NW 1/4 of Section 6, T4N, R13E, Town of Milton, Rock County, Wisconsin, which plat has been duly recorded in the Register of Deeds office of Rock County, Wisconsin on the ____ day of ____, 1992 as Document No. ____ and recorded in Volume ____ of plats of Rock County on page ____ and said plat having been approved by all of the municipalities having jurisdiction of the same prior to the recording thereof, and for the purposes of protecting the individuals and their successors in title that may acquire lots in said subdivision.

NOW, THEREFORE, the following covenants running with the land shall apply to all of the lots in said 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 one (1) 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 Neumann Developments, Inc. or its assigns shall be 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>
1-5 25-33	Single story & Bi-levels	1100 sq.ft.
	Tri-levels (upper 2 levels)	1000 sq.ft.
	Two stories	1500 sq.ft.
6-18 & 34	Single story & Bi-levels	1235 sq.ft.
	Tri-levels (upper 2 levels)	1200 sq.ft.
	Two stories	1700 sq.ft.
19-24	Single story & Bi-levels	1500 sq.ft.
	Tri-levels (upper 2 levels)	1400 sq.ft.
	Two stories	1900 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 19 through 24, inclusive, shall not have any filling, grading, dredging or clearing of vegetation in any designated wetlands area, with the exception of a eight-foot wide path or boardwalk from a 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 for all lot owners at all times. Location of such access shall be chosen by the Developer and may change at the discretion of the Developer. Maintenance of any structures at such locations shall be the responsibility of the Homeowners Association.
15. Homeowner's Association. The Bayview Estates Homeowner's Association ("Association") shall be established by the Developer at such time of the Developer's choosing. Said Association shall be responsible for the maintenance of the boardwalk, pier and private park, if any, and shall have the right to collect reasonable dues.
16. 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.
17. 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 violation or to recover damages.

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18. 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.

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

DATED This 2nd Day of April, 1992.

Paul M. Neumann
Neumann Developments, Inc.

STATE OF WISCONSIN)
COUNTY OF ROCK) : ss

Personally came before me, this 2nd day of April, 1992, the above named Paul M. Neumann, to be known to be the person who executed and drafted the foregoing instrument acknowledged the same.

William M. Neumann
Notary Public, Rock County, Wisconsin
My Commission Expires July 6, 1992

1157743

RECORDED
CARD # 535
IMAGE # 367-370
APR 2 3 20 PM '92

Rec'd

Neumann Dev Inc
4450 Milton Ave
Greenfield WI 54601

ESTHER A. CAGE
REGISTER OF DEEDS
JAN 1992

176-6
188

I hereby certify that I have on this 3 day of April, 1992, micro-photographed the foregoing and above described document in accordance with standards established by Sec. 228.03(1) of the Statutes and with established procedures. Nancy Fick Camera Operator

Phase I

Bayview Estates

◆ A rare find. Lake frontage property in Southern Wisconsin is a limited commodity. In Bayview Estates, you'll discover 34 spacious lots on a wooded site on the shores of Wisconsin's second largest lake, Lake Koshkonong.

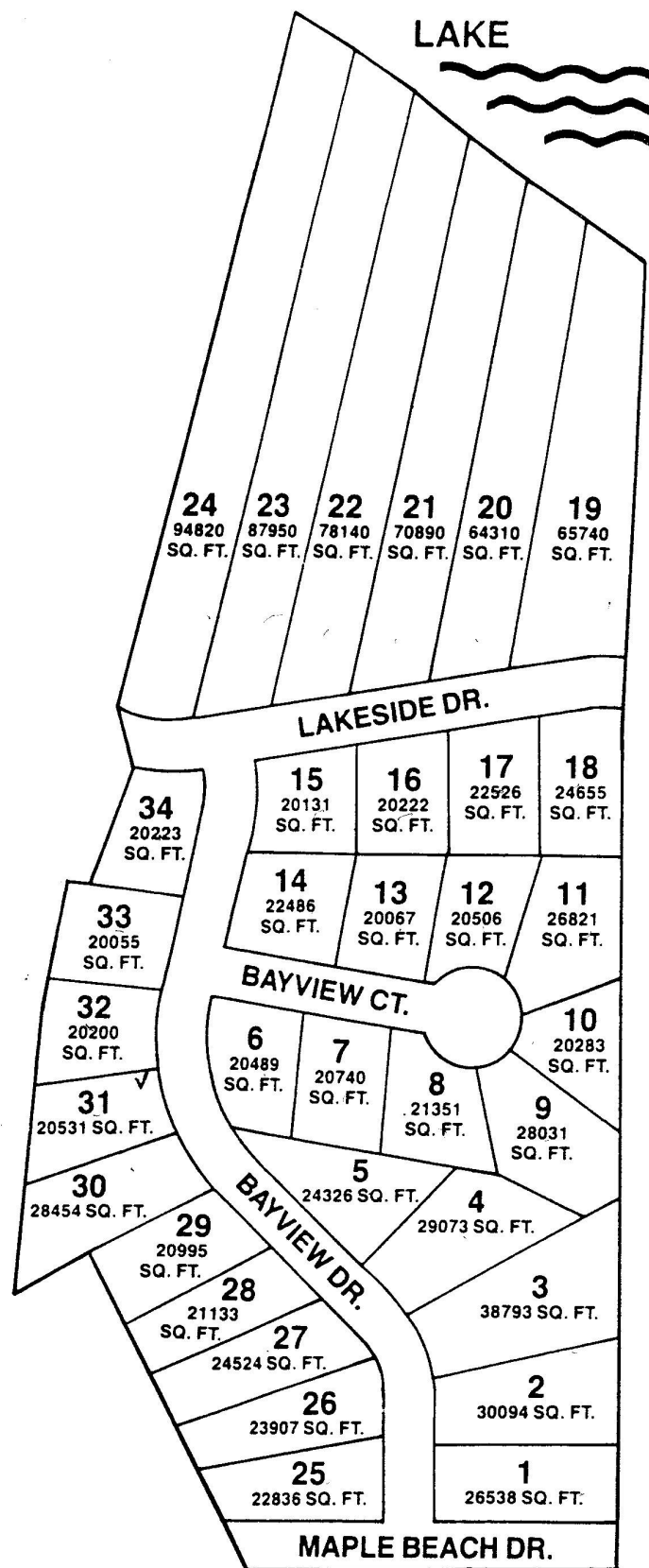
◆ Room to live. Bayview Estates boasts large lots from 20,000 to 95,000 square feet. Lake lots. Wooded lots. Lots with a lake view. Sloped or flat. We have the lot to fit your plans.

◆ Easy access. Your commute time is short via Interstate 90. Madison is 25 minutes away. Rockford is 40 minutes. The Chicago Loop, 2 hours.

◆ Fully developed. Bayview Estates includes fully-developed lots featuring municipal sewer and cable television availability. Plus you'll be located in the Edgerton School District.

**4450 Milton Avenue, Suite 206
Janesville, WI 53546
800-621-5052 608-754-4663**

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NEUMANN
Homes, Inc.

buildings or structures.

(F) Two family dwellings, nursing homes and hospitals.

(4) Requirements for Permitted and Conditional Uses

- (A) Maximum Building Height ----- 35 ft.
- (B) Minimum Front Yard Setback ----- 50 ft.
- (C) Minimum Rear Yard Setback ----- 25 ft.
- (D) Accessory Buildings Setback ----- 5 ft.
- (E) Minimum Lot Width at Building Line ----- 100 ft.✓
- (F) Minimum Frontage on Public Road ----- 50 ft.
- (G) Minimum Lot Area ----- 40,000 sq.ft.
- (H) Minimum Lot Area with Approved Soil Test and
Preplanned Lot ----- 20,000 sq.ft.
- (I) Minimum Lot Area Per
Two Family Dwelling ----- 55,000 sq.ft.
- (J) Minimum Side Yard Setback ----- 15 ft. *Each Side*
- (K) Minimum Floor Area per Family ----- 900 sq. ft.
- (L) Off-Street Parking, Residential - 2 spaces per family
- (M) Off-Street Parking, Public Gathering ----- 1 space
per 5 seats if applicable or 1 space per 200 sq. ft.
of building.
- (N) Two Family Dwelling Ratio ----- Not more than one (1)
two family per four (4) single family dwelling, or
not more than one (1) two family dwelling per four
(4) acres of land under a single ownership within
the district.
- (O) Maximum Accessory Building Height ----- 35 ft. or not
to exceed the height of the principal building.
- (P) All front yard setbacks are to also refer to Section
9.1 of this Ordinance for setbacks on Federal, State and
County roads.
- (Q) Maximum Lot Size ----- 3 acres

*12x24
602246.*