

**Marina Shores  
Monroe Township  
Adams County  
Wisconsin**

**DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS** that McKeough Land Company, Inc. (the "Developer"), being the owner of all of the property contained in the Plat of "Marina Shores" and all located in the Southeast  $\frac{1}{4}$  - Northeast  $\frac{1}{4}$  of Section 7, Township 19 North, Range 5 East, Town of Monroe, Adams County, Wisconsin. As recorded in File 2 of Plats, Envelope # 128 of Adams County Registry of Deeds, Friendship, Wisconsin.

The declarations contained herein are based on the following factual recitals:

- A. Developer has plans to divide the Development into Lots identified by the numbers "1" - "12", each of which is individually referred to as a "Lot" and which are collectively referred to herein as the "Lots".
- B. Developer wishes to permit the development of the Development into a community suitable for family and recreational living and, at the same time, wishes to maintain insofar as possible, the natural character of this beautiful property.
- C. It is essential to the value of the Lots that the Development be perpetually maintained in a manner consistent with high environmental, aesthetic and residential standards.
- D. To accomplish the foregoing, Developer desires to impose certain building and use restrictions, covenants and conditions, as herein contained, upon and for the benefit of said Lots and the Development as a whole.
- E. Developer is willing to sell Lots, but all buyers and subsequent owners must accept such Lots subject to the declarations, covenants, restrictions and conditions set forth herein.

**Section 1. Definitions.**

As used herein, the terms set forth below shall have the following meanings:

1.1 "Developer" shall mean the McKeough Land Company, Inc., the proprietor of the land within the Development, or its successors or any person or entity to whom or to which it may, in a document recorded with the Register of Deeds of Adams County, Wisconsin, expressly assign one or more of its rights hereunder or delegate its authority hereunder.

1.2 "Development" shall mean the property described as the plat of "Marina Shores".

1.3 "Lot" shall mean any one of the numbered Lots within the Development. "Lots" shall mean all such Lots.

1.4 "Lot Owner" shall mean any person or other entity owning or purchasing a Lot and any person having the right of occupancy of the dwelling constructed on such Lot.

1.5 "Mobile Home" shall mean any dwelling, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities.

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**Section 2. Subdivision.**

No Lot may be further subdivided.

**Section 3. Care and Appearance of Premises.**

Lot Owners shall maintain the exterior of all improvements on any Lot and the Lot itself in a neat and attractive manner, and in good condition and repair.

**Section 4. Uses Permitted and Prohibited.**

4.1 No Lot shall be used, nor shall any structure be erected thereon or moved thereupon, unless the use thereof and location thereon satisfies the requirements of applicable zoning ordinances which are in effect at the time of the contemplated use or the construction of any structure, or unless approval thereof is obtained from the appropriate zoning authority.

4.2 Lots shall be used for the construction of one single-family residence and structures and outbuildings incidental to the use thereof (including, without limitation, barns, stables and garages for private, and not public or commercial use) and shall be limited in use to single-family residential and recreational purposes.

4.3 Mobile homes are not permitted.

4.4 All dwellings shall have a minimum living area, exclusive of porches, garages and basements of not less than one thousand (1,000) square feet.

4.5 No unregistered vehicle (unless garaged), trash, refuse pile or unsightly or objectionable object or materials shall be allowed or maintained upon any Lot. Not more than one (1) recreational vehicle, including, but not limited to boats, trailers, campers, and snowmobiles, shall be stored on any Lot unless garaged.

4.6 No noxious or offensive trade or activity and no activity which is in violation of any law, ordinance, statute, or governmental regulation shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the other Lot Owners in the Development.

4.7 The exterior of any structure or improvement being constructed upon a Lot shall not remain incomplete for a period of longer than nine (9) months from the date upon which construction of the improvement was commenced. All construction shall be diligently pursued to completion, and such completion shall occur prior to occupancy.

4.8 Not more than 50% of trees which are 12 inches or more in diameter, at a height of 4 feet, shall be removed from any Lot, except for dead, hazardous, and diseased trees.

4.9 Unless otherwise restricted by zoning, camping is permitted on Lots for up to seven (7) continuous days. Camper trailers and other recreational vehicles shall be properly registered, licensed and be self containing. No such camping vehicles and tents shall be left unattended for more than forty eight (48) hours. All rubbish and debris associated with camping activities, shall be removed from the premises upon departure. Any such camping vehicles stored on premises shall be garaged.

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**Section 5. Easements.**

5.1 No Lot Owner shall be permitted to grant any right-of-way or easement across his Lot, except to another Lot Owner or to benefit a Lot governed hereby. Neither may a Lot Owner use all or any portion of his Lot to establish a road access to property not included in the Development,

5.2 Any type of permanent construction or improvement within designated easement areas, other than those provided for herein and including the construction of driveways and placement of mailboxes, is prohibited.

**Section 6. Assignment of Rights.**

All rights hereunder granted to Lot Owners shall not be further assignable by such owners except as an appurtenance to and in conjunction with the sale of their Lot.

**Section 7. Violation of Provisions.**

In the event that any Lot Owner shall construct, permit to be constructed, or maintain any building, structure, or thing on any Lot contrary to the provisions hereof, the Developer, not earlier than thirty (30) days after it has delivered written notice to a Lot Owner of a violation of one or more of the provisions hereof, may enter upon the Lot in violation thereof so as to make such improvements or things conform to such provisions. The Developer may charge the Lot Owner for the entire cost of work done, which shall become payable to Developer upon demand or shall thereafter become a lien against the Lot Owner's Lot.

**Section 8. Enforcement.**

8.1 For a violation or a breach of any of the provisions hereof, the Developer or any municipal governing authority shall have the right to proceed at law or in equity to prevent the violation or recover damages for such violation and to foreclose any lien granted hereunder.

8.2 In the event that the Developer shall fail or refuse to enforce any violation after a request has been made by one or more Lot Owners, such owner(s) shall have the joint and several right to proceed at law or in equity seeking a money judgment or to compel such compliance or foreclose such lien granted hereunder.

8.3 In any action or suit to enforce the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney fees and other legal costs.

**Section 9. Duration and Effect.**

These restrictions shall be taken to be real covenants running with the land described above and shall be binding on and inure to the benefit of the Lot Owners and on all persons claiming an interest therein, and shall be mutually and reciprocally binding upon each and every Lot in perpetuity.

**Section 10. Amendment.**

The Developer hereby reserves the right to amend these restrictions without the consent of the Lot Owners for any purpose, if the amendment does not materially alter or change the rights of a Lot Owner.

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These restrictions may be rescinded or amended, in whole or in part by an appropriate recorded written instrument executed and acknowledged by the owners of not less than nine- twelfths (9/12ths) of the Lots; provided, however, that any such rescission or amendment must be acknowledged by the owners of all of the Lots if:

- (a) it changes the single-family nature of the Development; or
- (b) it expands the rights of a Lot Owner to subdivide a Lot or to place more than one house on a Lot; or
- (c) it does not apply equally to all of the Lots in the Development.

Any amendments shall become effective ten (10) days after a notice of adoption of the amendment, together with a copy of the recorded amendment, are mailed to all Lot Owners. Notwithstanding the foregoing provisions of this section, Section 5.1 shall be binding perpetually and no amendment shall terminate said Section 5.1 without the unanimous consent of the Lot Owners.

**Section 11. Severability.**

The invalidation of any one or more of the reservations and restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as hereinabove provided, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Declaration on

April 10, 1997.

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Witnesses:

Antonia D. Jepen

Leo S. Kalinowski, Jr.

McKeough Land Company, Inc.

By Leo S. Kalinowski, Jr.

Its Vice President

Allen Gill

State of Wisconsin

County of Juneau



The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1997, by Leo S. Kalinowski, Jr., known to me to be the Vice President of McKeough Land Company, Inc.

Kyla T. Herritz

Kyla T. Herritz  
Notary Public, Columbia County, Wisconsin  
My Commission expires 8-27-2000.

Drafted by:  
Leo S. Kalinowski, Jr.  
Vice President  
McKeough Land Company, Inc.

Return To:  
McKeough Land Company, Inc.  
N3280 Highway J.  
Poynette, WI 53955