

# Whealkate Covenants

## DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS

The Village of South Range, the owner of the below described real estate, hereby imposes the following use restrictions and covenants on the real estate described as The South one-half (S ½) of the Southeast one-quarter (SE ¼) of the Southwest one-quarter (SW ¼) of Section 17, T54N, R34W, and all portions thereof and lots therein, specifically including all previous platted lots therein.

1. All property shall be used only for single family dwelling and single family residential purposes and shall not be used for any other purpose other than residential.
2. Outbuildings and installations other than the residence building and attached garage may consist only of detached garage, carport, swimming pool, tool shed, playhouse, studio, changing house and greenhouse. No detached garage or other structure shall be constructed in excess of 800 square feet of floor space.
3. All secondary buildings or outbuildings erected on any lot will have an exterior finish substantially the same as that of the residence building on said lot. No tar paper, logs or material similar to tar paper or logs may be used on the exterior of any building and the exterior of all buildings must be completed within one year after the commencement of construction. Acceptable exteriors are brick, stone, stucco, vinyl, aluminum, finished cedar or similar wood products. All buildings must be on totally enclosed full-acceptable foundations of stone, brick, concrete or cement block.
4. No lot as now or hereafter platted shall be further subdivided with the following exception: If the lot owners on either side of a vacant lot purchase the vacant lot between the lots they own, they may subdivide it to increase the size of their residential lot; however, the owners will then be prohibited from further subdivision of their total lot which shall remain as a single family residential lot.
5. The minimum dwelling size shall be 1,500 square feet gross living area, excluding the basement and garage.
6. All structures erected on the premises shall be erected in accordance with all applicable village and county setback requirements but, in no event shall be located closer than fifteen (15) feet to any lot line.
7. No structures shall exceed two and one-half (2½) stories in height and all structures shall be constructed with gabled roofs. Sheet metal or similar metal roofing materials are prohibited for use as roofing material or siding material.
8. No mobile homes, house trailers, or trailers will be installed or permitted to be stored on the property.
9. All conduits, wires and pipelines for electricity, telephone, television, fuel, water or other utility services shall be installed below ground level. Water and sewer lines are to be set at a depth to be determined by the Street Commissioner. Water lines shall be insulated if that is the determination of the Street Commissioner.
10. The construction of all buildings and driveways will be effected to provide good drainage without interference with or inconvenience to adjacent property owners. All driveway approaches leading to the street from the lot line shall be constructed with a culvert in the drainage ditch under the driveway if the driveway crosses an established drainage.
11. Within 60 days after substantial completion of construction of a residence, the owners thereof shall landscape the property and place the same in a neat and presentable condition. All buildings and lots are to be maintained in a neat and presentable condition at all times.
12. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done on any lot or in any building thereon which may or may become an annoyance or nuisance to the neighborhood, or any neighbors. No lot nor any part thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other material shall not be kept except in a clean and sanitary condition.
13. No trailer, tent, shed or shack shall be placed upon said property but a tent may be erected or kept on any lot for not more than one week at a time during any two-week period for use by residents of the primary structure.
14. No commercial, business or professional activity of a continuing nature will be operated, conducted or maintained at any time on the property.
15. No signs will be exhibited on the property except the following: A "For Sale" sign not in excess of 2' x 3' in size; street number not in excess of 6" in height; names of owners not in excess of 4" x 15" and in case of physicians and surgeons, "M.D." will be permitted.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes, and may only be kept in accordance with all applicable statutes and ordinances.

17. Except for the easements for utilities, wires, pipes and conduits which are perpetual, the foregoing exceptions, reservations, restrictions, conditions and covenants shall run with the land and be binding on all parties and all persons claiming them for a period of twenty-five (25) years from and after the date thereof, after which time said covenants and restrictions shall automatically extend for successive periods of twenty-five (25) years each unless modified by an instrument signed by the owners of 80% or more of the lots within the above described area and by each owner immediately adjacent to the lot being modified. In addition, any of the foregoing exceptions, reservations, restrictions, conditions and covenants may be changed, in whole or in part, not including the aforesaid easements, by an instrument signed by the owners of 80% or more of all lots within a radius of 250' of the outer boundary of each lot on which modification is being made. The instruments so signed by the owners of the lots must be recorded in the office of the Register of Deeds.

18. If any of the foregoing exceptions, reservations, restrictions, conditions and covenants are invalidated by of Court order, the other exceptions, reservations, restrictions, conditions and covenants shall remain in full force and effect.

19. These restrictions may be enforced in law or equity by the owner of any parcel within the area restricted.

20. These restrictions shall be applicable to only the described lands and shall not result in the creation of any negative reciprocal easement or restriction on any other property owned by the Village of South Range.

Executed this day 3rd Day of August, 1995.