

1639996

GLEN HILLS PLAT #5  
COVENANTS AND RESTRICTIONS

RECORDED

Legal Description:

'03 OCT 30 AM 9 33

RANDAL LEYES  
REGISTER OF DEEDS  
ROCK CO WI 53545

JC  
WDH  
7

Name and Return Address:  
Lonnie Ackerman  
Rogers Development, Inc.  
2115 Harlem Road  
Loves Park, IL 61111

23.00

\_\_\_\_\_  
(Parcel Identification Number)

33

G125

Glen Hills Plat No. 5, Part of the N.W. 1/4 and S.W. 1/4 of the N.W. 1/4 of Section 13, all in Township 1 North, Range 12 E. of the 4th P.M., being also part of Out-Lot 13-7 of the Assessor's Plat of Beloit Township, Rock County, Wisconsin.

**GLEN HILLS PLAT NO. 5  
COVENANTS AND RESTRICTIONS**

The undersigned, being the owners of GLEN HILLS SUBDIVISION in the Town of Beloit, Rock County, Wisconsin, hereby make the following declarations for Plat No. 5, being single family home lots numbered 90 through 112, for the purpose of protecting the owners and their successors in title that may acquire title to any of the Lots hereby records these Covenants and Restrictions which apply to the Lots in the Subdivision.

This Declaration shall constitute a covenant running with title to the Lots in the Subdivision and shall be binding on all persons or entities having any right, title, or interest in the Lots. By acceptance of a deed of conveyance, each grantee of a Lot accepts all of the Covenants and Restrictions set forth in this Declaration. The Zoning, Building, and Property Maintenance Codes of the Town of Beloit shall also apply to the Lots. If there is any conflict between the provisions of the Town Codes and this Declaration, the strictest standards shall apply.

**1. Restrictions**

**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 detached single family dwelling not to exceed two and one-half stories in height (not counting an exposed basement) with an attached garage for not less than two cars.

**2. Resubdivision.** No lot shall be subdivided so as to permit more than one dwelling to be erected or placed on any one lot. This restriction, however, shall not prevent division of lots to permit erecting a dwelling on, and extending over, more than one lot or to prevent the use of two or more adjacent lots as one building site.

**3. Easement.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Subdivision plat. Within these easements, no structures, planting, or other materials may be placed or permitted to remain which may change or interfere with the installation and maintenance of utilities, or which may change 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 shall be maintained continuously by the owner of the Lot, except for any improvements for which a public authority or utility company is responsible.

4. **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.

5. **Signs.** No signs, billboards, or advertising devices, except those customarily used in identifying the subdivision or in the sale of the lots or homes in the subdivision shall be placed on any lot or building in the subdivision.

6. **Animals.** No animals, reptiles, insects or birds of any kind shall be kept, maintained, raised or bred on any Lot in the Subdivision. This provision shall not be construed to prohibit the keeping of the usual and ordinary household pets, such as a dog, cat, bird, etc. provided they are not kept, bred or maintained for any commercial purposes and are kept under reasonable control at all times and comply with all local ordinances. There shall be no outside kennels.

7. **Nuisances.** No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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 equipment for the storage or disposal of such materials shall be kept in a clean and sanitary container. All rubbish, trash and garbage shall be regularly removed from the property and not be allowed to accumulate thereon. No tank for the storage of oil, gas, or other materials shall be erected or maintained on any Lot.

9. **Parking.** No commercial vehicles, disabled motor vehicles, boats, trailers, campers, recreational vehicles, or trucks larger than 3/4 ton (other than a standard size pick-up truck or standard size van), shall be stored on any Lot in the Subdivision or on any street in the Subdivision for a period more than 24 hours. No motor vehicle, boat, trailer, camper, snowmobile, or recreational vehicle shall be stored or kept on any Lot, except if it is kept within the attached garage of the house constructed on the Lot with the garage door closed.

10. **Paved Driveway.** All driveways shall be completely paved to the street with concrete, asphalt, brick or similar material within two years from the date such dwelling is ready for occupancy as a residence.

11. **Landscaping**. When any building shall be constructed upon any portion of said lands and premises, the owner thereof shall cause that portion of said land owned by him to be seeded or sodded within nine (9) months from the date such dwelling is ready for occupancy and suitably planted with shrubs and trees within two (2) years of the date such dwelling is ready for occupancy as a residence. All landscaping and lawns must be maintained in good condition at all times.

12. **TV Antennas**. No external TV antennas or satellite dishes greater than 18" in diameter shall be installed on any Lot or on the exterior of a house located on any Lot in the Subdivision. A Lot owner must submit to the Architectural Control Committee any request to install an external TV antenna or a satellite dish. The Architectural Control Committee shall have the right to specify the location and may require such fencing and/or landscaping around or in connection with the external TV antenna or satellite dish as the Architectural Control Committee deems necessary.

13. **Erosion Control: Drainage**. The owner of each Lot shall maintain erosion control fixtures including but not limited to silt fence, geotextile fabric, and hay bales until the time that vegetative cover is established to an extent that soils on the Lot are stabilized and erosion and sedimentation do not originate from the lot. The Lot owner shall not change, alter, or impede in any manner any drainage ways located on the Lot nor change the elevation of the final grade on the Lot.

14. **Lot Appearance**. The Lot owner shall be responsible for maintaining his Lot in a neat appearance, including, but not limited to, keeping lawn areas groomed, keeping trees and shrubbery pruned, and keeping all vehicles parked on paved driveway surfaces. All structures and improvements on a Lot shall be maintained in good condition and in a neat appearance.

15. **Fences & Exterior Appurtenances**. No fence, wall hedge, or mass planting, antenna, satellite dish, gazebo, outbuildings or similar appurtenances shall be allowed to be constructed upon the property until the plans and specifications for the same have been first submitted to and approved in writing by the Architectural Control Committee.

## **II. Architectural Control Committee**

1. **Committee**. Architectural control will be administered by Rogers Development, Inc., its successor(s) and/or its designated representative. The purpose of the Committee is to approve any new construction or improvements to preserve and enhance the quality of the Subdivision.

2. **Architectural Control**. No building, structure, deck, gazebo, swimming pool, fence, wall, or any other improvements shall be erected, placed, or altered on any Lot in the Subdivision until plans have been approved in writing by the Architectural Control Committee, its successor or designated representative. In addition to Committee approval, all Lot owners shall comply with all laws, ordinances and regulations, including all building codes and building permits, that apply to the improvements.

3. **Committee Approval**. The Committee's approval or disapproval shall be in writing and shall be final. In the event the Committee fails to approve or disapprove within 30 days after the complete plans, elevations, and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with, however, the Lot owner shall still be responsible for complying with all building codes as stipulated in Paragraph 2 above.

4. **Architectural Considerations**. In determining whether or not to grant approval of construction plans, the Architectural Control Committee shall give consideration to the following factors:

A. Alterations, additions, or remodeling to any dwelling shall harmonize with the existing dwelling and shall be governed by the provisions of these restrictions.

B. The exterior of all dwellings, garages, and outbuildings shall be completed within one year from commencement of construction, alteration, addition or remodeling.

### **III. Miscellaneous**

1. **Duration**. These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these Covenants and Restrictions are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the Lots had been recorded, changing or amending the Covenants and Restrictions in whole or in part. These covenants may be amended at any time by an instrument, duly executed, witnessed, acknowledged and notarized, signed by the majority of the then owners of the Lots, agreeing to change said covenants in whole or in part, except that any such amendment will not be applicable to lots in the Subdivision still titled in the name of The Donna F. McKearn Revocable Trust of 1999, its successors or assigns, unless the said Donna F. McKearn Revocable Trust of 1999 has joined in the execution of the instrument making such amendments.

2. **Enforcement.** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. These restrictions and covenants are made for the benefit of any and all persons who now may own, or who may hereafter own, property in Glen Hills and such persons are specifically given the right to enforce these restrictions and covenants. Failure by the undersigned or any landowner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequently thereto.

Expenses incurred in enforcing the terms of these covenants, including reasonable attorneys fees, shall be assessed against the lot on which the violation occurred and if not paid shall constitute a lien on the property in violation.

3. **Validity.** Invalidation of any one of these Covenants and Restrictions, or any part thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. **Amendment.** So long as Developer owns any Lot in the Subdivision or any Future Subdivision, Developer may amend these Covenants and Restrictions at any time. Any amendment so made shall be binding upon recording of the amendment at the office of the Register of Deeds for Rock County, Wisconsin. At such time as Developer no longer holds title to any Lots in the Subdivision or any Future Subdivision, these Covenants and Restrictions may be amended at any time by two-thirds of the then owners of the Lots in the Subdivision.

5. **Purchaser's Agreement.** The acceptance of a deed or other transfer of title by any purchaser or future owner of any portion of the lands hereinbefore described or the entering into of a purchase agreement with respect to any of said lands shall be construed as an agreement upon the part of said purchaser or owner to abide by and comply with all of the restrictions, conditions and covenants herein set forth and shall obligate such purchaser or owner to conform to and abide by all of such conditions and restrictions to the same extent and with the same effect as if such purchaser or owner had entered into a specific written agreement.

6. **Copies of Covenants and Restrictions.** Copies of these Covenants and Restrictions will be given to each Lot owner prior to or upon closing on the purchase by the owner of a Lot in the Subdivision. Any Lot owner may request additional copies of these Covenants and Restrictions from the Builder at a cost of \$20 per copy.

7. **Nonwaiver.** Failure by Developer or any Lot owner to enforce the violation of any of these Covenants and Restrictions shall not constitute or be construed as a waiver or relinquishment of the right of the Developer or any Lot owner thereafter to enforce the Covenants and Restrictions, all of which shall continue in full force and effect.

Dated this 27 day of October, 2003

OWNER:

THE DONNA F. McKEARN REVOCABLE  
TRUST OF 1999

By: Frank McKearn P.O.A.  
FRANK McKEARN, P.O.A.

State of Illinois )

SS

County of Winnebago )

Personally came before me this 27 day of October, 2003, the above-named Frank McKearn, P.O.A. of The Donna F. McKearn Revocable Trust of 1999, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Lonnie R. Ackerman

Notary Public, Winnebago County, Illinois  
My Commission expires:

"OFFICIAL SEAL"  
LONNIE R. ACKERMAN  
Notary Public, State of Illinois  
My Commission Expires 5/2/2004

Prepared by: Lonnie R. Ackerman