

Parkway Subdivision located in the SE 1/4 of the SW 1/4, of Section 25, T.16N., R.22E., Village of Howards Grove, Sheboygan County, Wisconsin including a resurvey of Deerfield Park of Deerfield Estates.

Commencing at the South 1/4 corner of said Section 25, thence N00°16'26"W along the 1/4 section line 290.40 feet to the point of real beginning, thence continue N00°16'26"W along said 1/4 section line 1040.25 feet to the northeast corner of said SE 1/4 of the SW 1/4, thence N89°52'01"W along the 1/16th section line 330.37 feet, thence S00°16'26"E 378.09 feet, thence S89°52'01"E 19.21 feet, thence S00°16'26"E 356.26 feet, thence N89°52'01"W 23.91 feet, thence S00°16'26"E 363.15 feet, thence N89°50'34"W 180.00 feet, thence N00°16'26"W 174.28 feet to a point on a 340 foot radius curve to the right, thence Northwesterly along the arc of said curve 64.24 feet (chord N62°39'23"W, 64.14 feet), thence N57°14'38"W 89.94 feet, thence S00°19'22"E, 145.04 feet, thence N89°50'34"W 277.33 feet to the west line of said Deerfield Park, thence S00°01'17"W (recorded as S00°08'09"E) along said west line 107.0 feet to the southwest corner of said Deerfield Park, thence S89°50'34"E 77.32 feet, thence S00°01'17"W 233.00 feet to the section line, thence S89°50'34"E (recorded as East) along said section line 698.95 feet, thence N00°16'26"W 290.40 feet, thence S89°50'35"E 150.00 feet to the point of real beginning.

Said described land contains 13.06 acres (569,106 square feet).

COVENANTS AND RESTRICTIONS

NOTE: These Restrictions shall apply to Phase 1 of Parkview Subdivision. A copy of the proposed Subdivision map is attached hereto and said map shall be recorded at the Register of Deeds for Sheboygan County, Wisconsin, when approved by the State of Wisconsin. The following Restrictions shall apply to said lots and the Restrictions shall be recorded after the Subdivision Plat Map is put on record at the Register of Deeds.

In order to insure the use of said land for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property to maintain the desired tone of the area, and thereby secure to each owner the full benefits and enjoyment of the property; hereby sets forth the following restrictions, conditions, and covenants to each and every owner:

1. Not less than the whole of any lot shall be transferred, assigned or conveyed without the written consent of developer.

2. No residence, other than one single family home may be constructed on any of said lots.
3.
 - A. Construction of a one-story residence shall contain not less than 1,500 square feet.
 - B. Construction of a one and one-half or two-story residence shall contain not less than 1,800 square feet.
 - C. In the construction of a tri-level residence, the square footage is figured using only floor decks level with or above ground. A tri-level residence shall contain not less than 2,500 square feet.
 - D. Construction of a raised ranch residence shall contain not less than 1,800 square feet on the upper level. Not less than 50% of the lower level must be finished off as living area at time of occupancy.

NOTE: All square footages refer to living area only, exclusive of all breezeways, porches and garages for all types of residences. Lots 1, 2, 6 and 7 of Block 1 are zoned R-2.

4. All building plans must be submitted to the Architectural Reviewer (AR) for approval. The AR is Pekarske Builders, Inc., a Wisconsin corporation. The AR will review building designs, exterior color, siding and landscaping plans. The finish grading/landscaping for all lots shall conform to the master grading plan for Parkway subdivision per SMI of Manitowoc. Approval or disapproval by the AR shall be in writing and shall be given within 30 days of receiving said plans. If no written approval or disapproval is given within said 30 days, the plans shall be deemed approved.
5. The roof pitch shall not be less than a 4/12. At least 20% of the front of the building must be masonry unless the AR deems that would be impractical for the design of said house. All garages shall be designed integrally with, and attached to the house. The house and attached garage shall be designed and located to compliment the residential area. Garages should be designed for a minimum of two cars, with a square footage of not less than 528 square feet. The exterior of the house must be finished within 6 months from the start of construction. Construction of the home must begin 18 months from the purchase of the lot.
6. Each home shall have a driveway of sufficient size to park two cars. Parking along the road is discouraged so as not to diminish the aesthetic value of the subdivision.

7. A resident must keep his lot clear and free from trash and other materials. Suitable trash containers shall be used for collection.
8. Above ground swimming pools, dog houses and storage sheds may be placed only in the back 50% of the property and not be visible from the roadway. Floor area of storage sheds shall not be more than 120 square feet. Siding and shingles of storage sheds shall be the same color(s) as the house.
9. No trailer, basement, tent, shack, garage, or any other type of temporary or out-building shall be at any time used as a residence, either temporary or permanent. No recreational vehicle, bus, trailer, boat, unlicensed or inoperable automobile, machinery, construction material (other than during construction or remodeling of a dwelling) shall be stored, kept or maintain on any lot other than in the dwelling or the residential garage.
10. No lot shall contain any side or front yard fence in excess of 6 feet and no steel, wire mesh, or cyclone fence shall be allowed in subdivision.
11. No building of any nature shall be moved from a point outside said subdivision to a point within said subdivision without the approval of the AR.
12. No modular, prefabricated or closed-walled homes, whereby plumbing, electric or heating systems are installed off location, shall be erected on the above described property without the approval of the AR.
13. No trade or business shall be conducted on any lot nor shall any building or accessory building be used for storage or transfer for any products or materials connected with any trade or business.
14. No billboards or sign boards (except suitable signs for sale of site) or unsightly objects of any kind shall be maintained on said site except such sign as Owner may desire to indicate his name and address, but in no case shall any such sign exceed an area of 1,728 square inches. In addition, one sign advertising the house for sale shall be allowed, but shall not be larger than six square feet. The developer shall have a Subdivision sign to advertise the lots for sale.
15. Dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and provided they are maintained in such a manner so that they are not a disturbance to other residents, odor and noise included. No other animals shall be permitted. No dog kennels or dog runs are allowed in the back or front yards. Those attached to the house shall be compatible to the house in

building materials and design. No kennel or dog runs shall be permitted within 100 feet of the side lot lines.

16. Developer, their successors or assigns reserve the right, at their discretion, to require fill from diggings of basements and construction to be used as fill within the subdivision.
17. Failure to adhere to the above listed restrictions, or decisions of the AR may result in proceedings at law or in equity against the noncomplying person(s). The AR may ask for an injunction, specific performance, or damages to remedy noncompliance.
18. These restrictions and reservations are made with and for mutual benefit for any and all persons who now own or may hereinafter own the property described on Exhibit "A" herein, and same shall be binding on all and enforceable by any of the present and future owners of the land in said subdivision. These restrictions and covenants shall run with the land and shall have full force and effect for a period of twenty-five years from date hereof and for successive periods of ten years each thereafter unless by majority vote of the then owners of lots, it is agreed to remove or change the same in whole or in part. Each lot shall have one vote. In ascertaining the owner of a lot, it shall be who has the power to convey the fee simple interest of said lot.
19. Invalidation of any one of these restrictions or covenants by judgment or court order shall in no way affect any of the other covenants or restrictions which shall remain in full force and effect.
20. These restrictions shall run with the land and be binding on the parties hereto, their heirs, personal representatives, successors and assigns and shall inure to the benefit of each owner of said lots thereof.

Dated this __ day of _____, 2005.

OWNER AND DEVELOPER FOR
PARKVIEW SUBDIVISION