

VITO P. CALI

CALI ACRES SUBDIVISION
Covenants and Restrictions

to

The Public

KNOW ALL MEN BY THESE PRESENTS, That the said Vito P. Cali, 190 S. Wood Dale Road, Unit 811, Wood Dale, Illinois 60191, owner of certain real estate located in the Town of LaGrange, Walworth County, Wisconsin, said real estate development being known as Cali Acres Subdivision, the legal description of which is attached hereto, marked Exhibit A, and made a part hereof as if set forth at length herein, hereby declare that all of said parcels are hereby subject to the following restrictions, covenants and conditions:

SINGLE FAMILY USE:

1. All lots shall be used for single family residences, and the construction of each residence shall be completed before the same may be used as living quarters.

AREA OF RESIDENCE:

2. (A) The area of residence, shall have a ground floor space of not less than 1200 square feet for a one-story residence. If two-story, 850 square feet minimum for first level, exclusive of porches, garages or an outside porch or breezeway.
- (B) No building shall be more than two stories in height and shall not exceed 30 feet in height.
- (C) No garage shall be placed on any lot unless such garage is attached to the house.

NEW CONSTRUCTION:

3. Only new construction is to be permitted, and the exterior of any building shall be completed in all respects prior to the expiration of nine (9) months from the start of construction. No old structure of any kind may be moved into any lot.

MISCELLANEOUS BUILDINGS, ETC.:

4. No trailer, house trailer, camper, mobile home, basement, tent, shack, garage, boat, barn or other outbuilding shall be used on any lot at any time as a residence or stored thereon either temporarily or permanently, unless stored in a garage or approved shed.

TRUCK STORAGE:

5. No more than one (1) pick-up truck shall be kept at or on any lot in said subdivision. A garage must be provided for any such truck, which must be kept in its garage when not in use.

LOT SIZE:

6. No lot shall be reduced in size to an area less than that shown in the plat of the subdivision.

STORAGE TANKS:

7. No exposed or elevated tanks of any kind shall be erected, placed or permitted, except tanks for use in connection with any residence, including tanks for storage of LP gas or other domestic fuel, gasoline or oil: provided, however, that all such tanks shall be buried or kept constantly shielded and screened by sightly, adequate and appropriate fencing, shrubbery or other method effectively shielding the same from view.

DRAINAGE:

8. A minimum free open flow cross-section area of one hundred (100) square inches shall be provided when covering a culvert or drainage ditch or channel for driveway or other purposes necessary for normal and reasonable accessibility and use of each lot. Nothing shall be done or permitted on any lot which will change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels.

AFFECT OF COVENANTS:

9. These covenants are to run with the land and shall be binding upon all parties and all persons claimed under them for a period of thirty (30) years from the date these covenants are recorded, after which these said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded and agreed to change said covenants in whole or in part.

I hereby certify that I have on this 10th day of June, 1991, microphotographed the above document in accordance with standards established by Sec. 228.03 (1) of Statute and with established procedures. *Scott Hanson*, Camera Operator

AMENDMENTS TO COVENANTS:

10. The right is hereby expressly reserved to amend, annul, waiver, change or modify any of the covenants and restrictions herein contained by an instrument in writing, signed and acknowledged by the developer, its successors or assigns for a period of five (5) years after the date of the recording hereof. Thereafter, by the owners of two-thirds (2/3) of the lots in the subdivision.

EASEMENTS:

11. Easements for installation and maintenance of utilities and drainage facilities are reserved, together with all necessary and appurtenant rights of use, ingress and egress. Additional easements, together with necessary and appurtenant rights of use, ingress and egress, which may become necessary for said utilities from time to time, in order to effectively serve and service each and all of the lots described on the aforesaid plat are also hereby reserved to cross said lots at reasonable distances of not less than thirty (30) feet from any principal residence; provided, however, such additional easements shall not obstruct or interfere with the normal use of the existing or future structural improvements thereon or with the reasonable permitted and lawful use of the lots. If a principal dwelling is erected on a lot subsequent to the installation thereon of utilities, pursuant to an additional easement as hereinabove granted, and such utility installation interferes with normal and reasonable erection, use, occupancy or maintaining of any such principal dwelling, then said utility installation shall be moved or relocated to conform to the requirements of minimum distances set forth in this paragraph. Within all of the aforesaid easements, no structure, plating or other material shall be placed or permitted to remain which may: (a) damage or interfere with the installation and maintenance of utilities thereon, (b) change the direction of flow of drainage channels, or (c) obstruct or retard the flow of water through drainage channels in said easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

NUISANCES:

12. No noxious 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.

LIVESTOCK AND POULTRY:

13. 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 they are not kept, bred or maintained for any commercial purposes and are properly restrained so as not to molest any lot owner's property. The number of household pets allowed to be kept by the owner shall not exceed two dogs and/or two cats.

GARBAGE AND REFUSE DISPOSAL:

14. No lot shall be used or maintained as a dumping ground for rubbish. Only clean earth fill shall be used for purpose of changing the grade or contour of any lot or portion thereof. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a sightly, clean and sanitary condition.

WATER SUPPLY:

15. No individual water-supply system shall be permitted on any lot unless such system is designed, located, constructed, equipped and maintained in accordance with the requirements of all applicable codes and statutes and the rules, regulations, standards and recommendations of the state of Wisconsin, or any department thereof, or other county or local public health or other authority having jurisdiction in the matter. Approval of such system as installed shall be obtained from such authority.

SEWAGE DISPOSAL:

16. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, constructed, equipped and maintained in accordance with the requirements of all applicable codes and statutes and the rules, regulations, standards and recommendations of the state of Wisconsin, or any department thereof, and other county or local public health or other authority having jurisdiction in the matter. Approval of such system as installed shall be obtained from such authority.

PROFESSIONAL OFFICES:

17. No building on any lot shall be used as a professional office if the profession entails such frequent and regular visits of clients, customers or patients as to impair the privacy of the subdivision.

LAND NEAR WATER COURSES:

18. No building shall be placed nor shall any material or refuse be placed or stored on any lot within one hundred (100) feet of the edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

ACCESSORY STRUCTURES:

19. Small utility sheds shall be allowed on each parcel. One per occupied lot. They may not be constructed until the exterior of the dwelling on that lot is completed. They must be of wood frame construction, of a permanent nature, built on a permanent foundation or footings. If located near the dwelling, the building must have the same general appearance as the dwelling (shape, siding, roof pitch, etc.). Location should be behind the dwelling unless other suitable site can be agreed upon by the association and the homeowner. When not near the dwelling, the building should be finished so as to maintain harmony with its surroundings. When placed near a lot line, the homeowner on the adjacent lot must be consulted and give approval. Buildings must be kept within dimensions not more than twelve feet wide by fourteen feet deep by ten feet high at the peak. Such buildings are intended for use as storage sheds, for lawn equipment, tools, recreational equipment, etc.

SWIMMING POOLS:

20. Above ground pools shall be permitted providing they have decking all around the same height as pool. All private swimming pools shall be adequately fenced so as to comply with all state and local laws and ordinances.

TENNIS COURTS:

21. Shall be allowed but they must be unlighted, so as not to disturb neighbors.

VACANT LOTS:

22. The owner of any lot which is vacant and has not yet had a residential dwelling erected shall keep the premises clean and any grass or weeds cut. Should the (association) deem it necessary to improve said vacant lot, said (association) shall inform the owner and such improvement shall be completed within ten days from the date notification is sent. If improvement is not completed within said ten day period, the (association) shall have the right to make such improvements and charge any expenses to the owner.

BLACK TOP ROADS:

23. The blacktopping of the roads will be done as soon as possible after the tenth (10) lot is sold or no later than three years after the first lot is sold, whichever is sooner.

FENCING:

24. No fence, wall or hedges higher than four (4) feet shall be erected or maintained on any lot. This provision shall not apply to open mesh wire fencing used to enclose a tennis court. Boulder type fence walls are not permitted.

ENFORCEMENT:

25. Enforcement shall be by proceedings at law or in equity by the then owners of any lot or lots in said subdivision against any person or persons violating or attempting to violate any covenants or restrain violation or to recover damages or both and the omission or failure at any time to enforce any one or more of the covenants of this Declaration against any breach or violation thereof shall not constitute or be construed as a waiver of forfeiture of the enforcement rights herein provided or which may otherwise be available, either as to a subsequent breach or violation of the same or other covenant by the same or other person; provided, however, nothing contained or implied in this instrument shall be construed or interpreted to impose a duty or obligation upon or to require that Vito P. Cali, or his successors or assigns, at any time enforce any of the covenants or provisions thereof. Any such duty or obligation is hereby expressly renounced and denied.

SEVERABILITY:

26. Invalidation or inapplication to any person or circumstance of any one of the provisions hereof by judgement or court order shall in no way affect the application thereof to other persons or circumstances or any of the other provisions which shall remain in full force and effect.

OUTLOT:

27. Outlot 2 in Block 7, as shown on the Plat of Cool Hill Park Addition No. 1, a subdivision located in Sections 34 and 35 of Town 4 North, Range 16 East, and in Sections 2 and 3 of Town 3 North, Range 16 East, shall be maintained by and shall be for the exclusive use in common for the owners of the following parcels of land, to-wit:

- (A) All of the lots in Block 11, 12, 13 and 14 of Cool Hill Park Addition No. 2, located in Section 3 of Town 3 North, Range 16 East and Section 34 of Town 4 North, Range 16 East.
- (B) Lot 12, Block 8 Cool Hill Park Addition No. 1.
- (C) A parcel of land located in the Southeast 1/2 of Section 34, Town 4 North, Range 16 East, Walworth County, Wisconsin, described as follows: Commence at the Southeast corner of said Section 34, thence S1 16'W, 25.24 feet; thence S81 45'W, 101.39 feet; thence N1 16'E, 1300.57 feet; thence N71 57'W, 83.63 feet; thence N89 54'36"W, 413.00 feet to the place of beginning; thence continue N89 54'36"W, 721.22 feet; thence S1 24'03"W, 775.28 feet thence N75 03'17"E, 138.63 feet; thence S64 46'E, 327.99 feet; thence N45 08'E, 9.47 feet; thence N35 59'E, 41.82 feet; thence N64 46'W, 330.19 feet; thence N51 35'02" E, 261.19 feet; thence N65 34'13"E, 166.66 feet; thence N51 06'29"E, 145.54 feet; thence N72 32'40"E, 135.56 feet; thence N3 47'18"W, 334.43 feet to the place of beginning. Parcel contains 9.723 acres of land more or less.
- (D) A parcel of land located in the Southeast 1/2 Section 34, Town 4 North, Range 16 East, and the Northeast 1/4 of Section 3, Town 3 North, Range 16 East, Walworth County, Wisconsin, described as follows: Commence at the Southeast corner of said Section 34; thence South 1 16'W, 25.24 feet; thence S81 45'W, 101.39 feet; thence N1 16'E, 243.45 feet to the point of beginning; thence continue N1 16'E, 441.71 feet, thence S51 25'33"W, 136.78 feet; thence S54 54'50"W, 267.21 feet; thence North 73 39'21"W, 70.63 feet; thence S40 58'03"W, 132.11 feet; thence S33 05'35"W, 107.55 feet; thence S45 41'52"W, 161.75 feet; thence S58 23'42"W, 101.37 feet to a point on a curve; thence along a curve to the right, with a radius of 133.00 feet and the chord of said curve bears S50 10'15"E, 65.16 feet, 65.83 feet; thence S35 59'30"E, 103.25 feet; thence N56 40'30"E, 189.00 feet; thence S81 00'58"E, 190.29 feet; thence N56 06'37"E, 330.79 feet to the point of beginning, parcel contains 5.381 acres more or less, all in Walworth County, Wisconsin.

All in Walworth County, Wisconsin.

Outlot 3 in Block 7, as shown on the Plat of said Subdivision, shall be maintained by and shall be for the exclusive use in common of the owners of the following described parcels of land, or any parcels or lots sold out of such following parcels of land, to-wit:

- (A) All of the Lots in Block 8, Block 9, and Block 10, of Cool Hill Park Addition No. 1, located in Sections 34 and 35, T4N R16E and in Sections 2 and 3 of T3N R16E.
- (B) The SE 1/4 of the SE 1/4 of Section 34, T4N R16E, except the Plat of Cool Hill Park Addition No. 1.
- (C) The East 19 acres of the NE 1/4 of the NE 1/4 of Section 3, T3N R16E lying North of Lost Nation Drive, except the Plat of Cool Hill Park Addition No. 1.
- (D) The SW 1/4 of Section 35, T4N R16E, lying North of Lost Nation Drive - South of Cool Hill Park Subdivision and East of Cool Hill Park Addition No. 1, excepting the two following described parcels.
 - 1) Commencing at the West 1/4 Section Corner of Section 35, T4N R16E, Walworth County, Wisconsin; thence N88 27'E along the E-W 1/4 Section line of said Section, 2,358.47 feet to the East line of Lot 6 of Block 4 of "Cool Hill Park"; thence S0 15'W, along said East line 115.55 feet to the Southeast corner of said lot and the place of beginning; thence S0 29'W, 602.73 feet; thence N88 27'E, 281.07 feet to the N-S 1/4

line of said Section 35; thence S0 15'W along said 1/4 line 612.56 feet; thence S80 27'W, 1321.65 feet to the N-S 1/16th line of the SW 1/4 of said Section; thence N0 02'W, along said 1/16th line 630.65 feet; thence N68 50'E, 159.54 feet to the Northwest corner of Lot 5 of Block 6 of "Cool Hill Park"; thence S10 50'E, 176.10 feet; thence N77 21'E, 93.58 feet; thence N68 50'E, 344.12 feet; thence N0 25'E 568.93 feet; thence N88 05'E, 449.60 feet to the place of beginning, containing 24.4 acres of land.

- 2) A parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 35, Town 4 North, Range 16 East, Walworth County, Wisconsin, described as follows, to-wit: Commencing at an iron pipe located at the southwest corner of the southeast 1/4 of the southwest 1/4 of said section as fenced; thence East along the South line of said Section 35, 178.31 feet to the place of beginning; thence North at right angles to said line 408.95 feet; thence East parallel with the south line of said section 648.05 feet to the centerline of Lost Nation Road; thence southwesterly and southerly along the centerline of said road to the south line of said Section 35; thence West along said South line 549.79 feet to the place of beginning excepting 2 rods off the South side of the above described land to be used for right-of-way containing 5.00 acres of land more or less.

- (E) The NW 1/4 of Section 2, T3N R16E, North of Lost Nation Drive excepting Cool Hill Park Addition No. 1.

All in Walworth County, Wisconsin

NON-FORFEITURE OF TITLE:

28. A breach or violation of any of the terms, provisions or covenants of this Declaration shall not constitute or cause a forfeiture or reversion of title.

Dated this 7th day of June, 1991.

CALI ACRES SUBDIVISION

By: [Signature]
Vito P. Cali
Developer/Owner

Subscribed and Sworn to Before Me
this 7th day of June, 1991.

Sheylie J. Thorson
[Signature]
Notary Public, Walworth County, WI.
My Commission is ~~Permanent~~ expires 1-11-93

DRAFTed by Ueki M Zweig

CALI ACRES SUBDIVISION

Locate in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of
the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of section 35.T4N R 16E. Town of La Grange,
Walworth County, Wisconsin.

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LOIS M. KETTERHAGEN
REG. OF DEEDS
WALWORTH COUNTY, WIS
Coldwell Banker TLC
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