

**Covenants, Conditions & Restrictions
for Air Troy Estates**

Whereas, STANLEY HOMES, INC., Developer and owner of real property described as AIR TROY ESTATES, legal description as follows:

"Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) and the North-west one-quarter (1/4) of the Southeast one-quarter (1/4), of Section Fourteen (14), Township Four (4) North, Range Eighteen (18) East, Walworth County, Wisconsin."

is desirous of subjecting the real property described to the conditions, restrictions, covenants, and reservations for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

Now therefore, STANLEY HOMES, INC., developer hereby declares that the real property hereinafter described shall be used, held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, and reservations hereinafter set forth, which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof, but not limited to their heirs, successors, and assigns.

CLAUSE I

1.1 **General Purpose:** The purpose of this restriction is to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites, to secure and maintain proper setbacks from streets, roads and runways, and adequate free spaces between structures; to prevent haphazard and inharmonious improvement of building sites; and in general to provide adequately for a high type and quality of improvement in said property, thereby to preserve and enhance the values of investments made by purchaser of building sites therein.

1.2 **Land Use and Building Types:** No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling, not exceeding two and one-half stories in height, and an attached private garage and other out-buildings incidental to the residential use of the premises. Every building erected in said subdivision shall have all exterior exposed wall surfaces constructed of veneers of either stone or brick, or siding of wood, or approved metal, or any combination of said materials

and permitting solid masonry construction. All residences as constructed shall be at least 1,200 square feet exclusive of open porches, garages, and breezeways.

(a) There shall be a complete building and planting restriction from the runway center line to a line parallel to said line for a distance of 125 feet on each side of the runway. In this building restriction area no buildings, or other obstructions, including shrubbery, gardens, trees, fences, etc., may be installed, planted or built. It shall be the lot owner's responsibility to keep this area free of any such items.

(b) Notwithstanding any other article to the contrary, the height of any building or any other obstruction or structure installed, built, or planted on the property shall be limited to the area below an imaginary slope, starting at the edge of the landing strip abutting said property, and rising at a rate of 1 foot vertically for each 7 feet of distance from the landing strip edge, perpendicular to the landing strip edge.

1.3 Garages: Each dwelling constructed in said subdivision shall have an attached garage.

1.4 Ground Fill on Building Sites: Where fill is necessary on the building site to obtain the proper topograph and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation earth shall be removed from the building site, but shall not be deposited on any other land within the subdivision boundaries without the express written consent of the owner of such land.

1.5 Nuisances: No noxious odors shall be permitted to escape from any building site and no activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any building site, except that it is expressly understood and agreed that said parcels of land may have constructed thereon a hangar, which of course will contain in it an airplane which may make substantial amounts of noise. It is understood that this is not to be construed as a nuisance under this section.

1.6 Temporary Structures: No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn, hangar, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

1.7 Fencing: At the time of the execution of these covenants and restrictions, certain lots and parcels of land adjoin neighboring farm land. The subdividers and their successors in title to these lots and parcels shall not remove or replace any fences which separate these lots and parcels from said farm land, without the express consent of the owner of said farm land or until said farm land is no longer being used for farming purposes.

1.8 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. 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 clean and sanitary condition and suitably screened from view from streets or roads subject to all conditions of the Walworth County and/or the local Town Board.

CLAUSE II

Architectural Control Committee

2.1 Architectural Control: All structures shall be designed by a registered Architect, a professional Engineer experienced in home design, or equally qualified individual or firm. No building, structure, fencing, etc., shall be erected, placed or altered on any lot in the platted blocks involved until the building plans, and plot plan showing the location thereof and proposed finish grade have been approved in writing by the Architectural Control Committee, referred to in Clause II, as to quality, materials, harmony of external design, and colors, with existing planned structures, and as to location with respect to topography setbacks, finish grade elevations, driveways and planting. In the event of death or resignation of any member of said committee, the remaining member or members, shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority.

2.2 Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within sixty (60) days from the commencement of construction which is defined as the date of the pouring of footings, approval will not be required and the related covenants shall be deemed to have been fully complied with.

2.3 Membership: The Architectural Control Committee shall consist of two Developers, Louis W. Stanley and Robert W. Ladd or their designees. The above committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. The committee may terminate the authority of its designated representative any any time at its sole discretion.

CLAUSE III

Air Strip Provisions

3.1 It is expressly understood and agreed that each owner of any lot within said parcel of land shall become a member in AIR TROY ESTATES, INC., a non-profit, non-stock, corporation, and that each parcel of land, its owners, shall be accorded one vote with regards to said corporation. It is furthermore expressly agreed and understood that said air strip shall belong to AIR TROY ESTATES, INC., and a separate set of by-laws shall be drafted to govern the use of the air strip.

And as one of its major provisions, there will be assessments made against each lot owner for taxes, insurance, and other maintenance costs of said air strip. It is expressly agreed and understood that each lot shall be assessed quarterly for its share of the above described expenses, as per the Corporate By-Laws.

3.2 Each and every owner of a lot within said subdivision will be governed by the rules and by-laws, and regulations relating to the use of the air strip and its maintenance thereon, as may be promulgated by the By-Laws and through the customary actions of its Board of Directors and Officers.

CLAUSE IV

General Provisions

4.1 Term: These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

4.2: Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, and covenant, either to restrain violation, or to recover damages.

4.3 Severability: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions, which other provisions shall remain in full force and effect.

4.4 Amendment: Any of the foregoing covenants, agreements, restrictions, reservations, conditions, and changes may be annulled, waived, changed, modified, or amended at any time by written declaration setting forth such annulment, waiver, change, modification, or amendment, executed by the owners of at least seventy-five percent (75%) of the lots in said subdivision, as platted and approved by the Board of Directors of AIR TROY ESTATES, which approval will be required so long as the subdividers shall own any lots in said subdivision, or any land abutting said subdivision. Said declaration shall be executed as required by law to entitle it to be recorded, and it shall be recorded in the Office of the Register of Deeds for the County of Walworth, State of Wisconsin, before it shall become effective.

In witness whereof the said Stanley Homes, Inc. has caused these presents to be signed by its respective president, Louis W. Stanley, countersigned by its secretary, Lillian L. Stanley, and who affixed their corporate seal hereon. Dated at Milwaukee, Wisconsin, this 8th day of July, 1974.

Corporate Seal

s/ Louis W. Stanley
Louis W. Stanley, President
Stanley Homes, Inc.

s/ Lillian L. Stanley
Lillian L. Stanley, Secretary
Stanley Homes, Inc.

STATE OF WISCONSIN
Notary Public

Personally came before me this 8th day of July, A.D., 1974, Louis W. Stanley, President, and Lillian L. Stanley, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

s/ James R. Eilman
James R. Eilman

Notary Public

This instrument was drafted by
James R. Eilman

Notary Public, Wisconsin Seal
My commission is permanent

Recorded 7-9-73 at 10:48 a.m. (1973 ?? - should be 1974)

Recorded in Vol.117, pages 564-570 - Lois M. Ketterhagen - \$8 fee paid
Walworth County Register of Deeds