

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That The Norport Corporation,
the owner of the real estate described as follows, to-wit:

Part of Government Lots 1 and 2 in the Northwest 1/4 and Gov't lot 3 in the Southwest 1/4 of Section 22 and part of the Northeast 1/4 and the Southeast 1/4 of Section 21 all in Town 11 North Range 22 East, being described as beginning at a point on the West line of Section 22, 24.75 feet north of the West quarter corner of said Section 22, thence North 1316.34 feet along the west line of Section 22, thence N. $89^{\circ} 28' 30''$ E. 1353.16 feet, thence N. $89^{\circ} 58' 40''$ E. 309.68 feet, thence Northeasterly along the arc of a circle having a radius of 234.00 feet and whose chord bears N. $44^{\circ} 12' 30''$ E. 335.27 feet, thence N. $1^{\circ} 30' 23''$ W. 101.96 feet, thence N. $88^{\circ} 23' 50''$ E. 60.00 feet, thence N. $80^{\circ} 53' E.$ 303.55', thence N. $88^{\circ} 26' 40''$ E. 429.00 feet more or less to the waters edge of Lake Michigan, thence southeasterly along the waters edge of Lake Michigan to the East-West Quarter section line of Section 22, thence S. $88^{\circ} 44' W.$ 1512.00 feet more or less on the East-West Quarter section line of Section 22 to a point 60.00 feet East of the West Quarter Corner of section 22, thence South 36.00 feet, thence S. $89^{\circ} 22' W.$ 2,716.53 feet to the center of State Trunk Highway 141, thence North along the center of State Trunk Highway 141 60.75', thence N. $89^{\circ} 22' E.$ 2,656.53 feet to the West line of Section 22 and the point of beginning.
Said above described real estate being also known as Norport being a part of Government Lots 1 and 2 in the Northwest 1/4 and Government Lot 3, Southwest 1/4 Section 22 and the Northeast 1/4 and Southeast 1/4 of Section 21 Town 11 North Range 22 East, Ozaukee County, Wisconsin

desires to restrict the use of and construction on said above described real estate, and therefore does hereby declare and impose the following restrictions, stipulations and protective covenants as to the use of said real estate and as to the construction of improvements thereon.

RESIDENTIAL AREA COVENANTS.

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage, which said garage may be attached to said residence dwelling or detached.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in Paragraph 8.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on date of these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of 1st story open porches, breezeways, and connecting areas and garages shall be no less than 1200 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 35 feet to the front lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that no side yard shall be required for a garage or the permitted accessory building other than the minimum building set back line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach on another lot.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. Nuisance. 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. The keeping or raising of any fowl or animals, except a domestic cat or dog is specifically prohibited.

7. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently. Within twelve months from the commencement of construction of any structure on any lot the roof and exterior finish shall be completely constructed and painted.

ARCHITECTURAL CONTROL COMMITTEE.

8. A. Membership. The architectural control committee is composed of: Howard R. Nieman, Cedarburg, Wisconsin, Arnold F. Nieman, Cedarburg, Wisconsin, and Herbert A. Nieman, Jr., Thiensville, Wisconsin. In the event of death or resignation of either member of the committee the remaining members shall have full authority to designate a successor. Neither the members of Committee nor its designated representation, shall be entitled to any consideration for services performed pursuant to this covenant.

At any time, the then record owners of a majority of lots shall have the power thru a duly recorded written instrument to change the membership of the Committee or restore to it any of its powers and duties.

B. Procedure. The Committee's approval or its approval as required in these covenants shall be in writing.

In the event the Committee or its designated representative fails to approve or disapproves within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin thru construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISION.

9. A. 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 25 years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the owners of lots have been recorded, agreeing to change said covenants in whole or in part.

B. Enforcement. Enforcement 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.

C. Severality. Invalidation of any one of these covenants by Judgment or court shall be in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said The Norport Corporation has caused these presents to be signed by Howard R. Nieman, its President, and countersigned by Ralph J. Huiras, its Secretary, at Port Washington, Wisconsin, and its corporate seal to be hereunto affixed, this 15th day of August, 1956.

Signed and Sealed in Presence of:

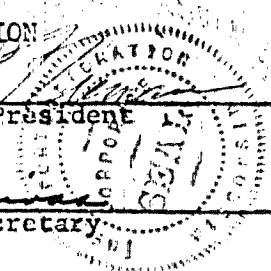
Carl E. Gerold
Carl E. Gerold

Rose Marie Bichl
Rose Marie Bichl

THE NORPORT CORPORATION

By Howard R. Nieman
Howard R. Nieman, President

Countersigned: Ralph J. Huiras
Ralph J. Huiras, Secretary



RECORDED

Document No.	HOLDING TANK AGREEMENT
Agreement Date	
County or Local Governmental Unit TOWN OF PORT WASHINGTON <i>(Called Municipality below)</i>	This agreement is made between the Holding Tank(s) Owner(s) RICHARD B. GOODWIN

This space reserved for recording data

1992 DEC 11 PM 3:30

Ronald H. Voigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property, (Provide legal land description:)

LOCATION: S 1/4 N 1/4 SECTION 22/T/N/R 22E
W W
PORT WASH. TWP.
LOT 1 BLK 1 SUBDIVISION - NORPORT
3576 NORPORT DR. PT. WASH. WI 53074

Return To **RICHARD B. GOODWIN**
3582 NORPORT DR.
PT. WASH. WI 53074

07-053-01-01-000

or that continued use of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. Also, the property cannot now be served by a municipal sewer, or any other type of private sewage system as permitted under Ch. ILHR 83, Wis. Adm. Code, or Ch. 145, Stats.

As an inducement to the County of OZAUKEE to issue a sanitary permit for the above described property, we agree to the following:

1. Owner agrees to conform to all applicable requirements of Ch. ILHR 83, Wis. Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the municipality to prevent or abate a nuisance as described in ss. 146.13 and 146.14, Stats. the municipality may enter upon the property and service the tank or cause to have the tank serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.60, Stats.
2. Owner agrees to pay all charges and costs incurred by the municipality for inspection, pumping, hauling or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any nuisance or health hazard caused by the holding tank. The municipality shall notify the owner of any costs which shall be paid by the owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all of the costs and charges may be placed on the tax roll as a special assessment for the abatement of a nuisance, and the tax shall be collected as provided by law.
3. The owner, except as provided by s. 146.20 (3) (d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code to have the holding tank serviced and to file a copy of the contract or the owner's registration with the municipality and with the county. The owner further agrees to file a copy of any changes to the service contract or a copy of a new service contract with the municipality and the county within ten (10) business days from the date of change to the service contract.
4. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code who shall submit to the municipality and to the county a report in accord with s. ILHR 83.18 (4) (a) 2., Wis. Adm. Code for the servicing on a semiannual basis. In the case of registration under s. 146.20 (3) (d), Stats., the owner shall submit the report to the municipality and the county.
5. This agreement will remain in effect only until the local governmental unit responsible for the regulation of private sewage systems certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. ILHR 83, Wis. Adm. Code. In addition, this agreement may be cancelled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
6. This agreement shall be binding upon the owner, the heirs of the owner and assignees of the owner. The owner shall submit the agreement to the register of deeds and the agreement shall be recorded by the register of deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

Owner(s) Name(s) (Print) RICHARD B. GOODWIN	Owner(s) Signature(s) <i>Richard B. Goodwin</i>
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Subscribed and sworn to before me on this date:
Marilyn J. Looker
MARILYN J. LOCKER
Notary Public, State of Wisconsin

Municipal Official Name (Print) LELAND J. ALLEN	Municipal Official Signature <i>Leland J. Allen</i>
Municipal Official Title (Print) CHAIRMAN PORT WASHINGTON	

My commission expires:
MARILYN J. LOCKER
Notary Public, State of Wis.
My Commission Expires Sept. 24, 1995

ADDENDUM TO COUNTY HOLDING TANK AGREEMENT - TOWN OF PORT WASHINGTON

OWNERS shall deposit with the town a cash bond in the sum of \$ 100.00. This bond shall guarantee to the Town reimbursement for any and all expenses incurred by the town alleviating any nuisance which may occur as a result of the permission granted by this agreement for the owner to install a holding tank. The sum of \$ 100.00 shall be maintained at all times and if monies are expended, the owner shall replenish the cash bond and maintain the same constantly at \$ 100.00. Upon the installation, availability and connection of the property involved to sanitary sewer, or the installation of an alternate mound system, the sum of \$ 100.00 cash bond shall be returned to the owner, after a cancellation of bond agreement has been registered with the REGISTER OF DEEDS office, Ozaukee County Courthouse.

IN THE PRESENCE OF:

Mandy [Signature]

TOWN OF PORT WASHINGTON

BY: Katherine M Keln
Clerk
BY: Edward J Allen
Chairman
BY: Richard B. [Signature]
Owner

STATE OF WISCONSIN)

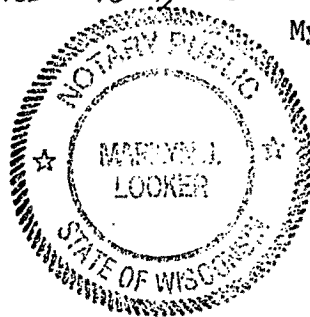
S.S.

OZAUKEE COUNTY)

Personally came before me this 10th day of DECEMBER, 1992,
Edward J Allen, Town Chairman, and Katherine M Keln, Town Clerk,
of the above name Corporation, to me known to be the persons who executed the
forgoing instrument, and to me known to be such Town Chairman and Town Clerk of
said Corporation, and acknowledged that they executed the foregoing instrument as
such officers of the deed of said Corporation, by its authority.

The above signed and sworn
before me on December 10th, 1992

Marilyn J. Looker
Notary Public, Ozaukee County, WI
My commission expires _____



MARILYN J. LOOKER
Notary Public, State of Wis.
My Commission Expires Sept. 24, 1995

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, THE NORPORT CORPORATION, a corporation, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY

and

WISCONSIN TELEPHONE COMPANY

their successors and assigns, the right, permission and authority to construct, erect, maintain and operate a line of poles together with the necessary anchors, guy wires, brace poles, and other appliances necessary and usual in the conduct of their respective businesses and to string and maintain wires and cables thereon for the purpose of supplying electric energy for light, heat, power or signals, or for such other purpose as electric current is now or may hereafter be used and for telephone service, upon, over and across the westerly eighteen (18) feet of Lots numbered One (1) and Two (2), the northwesterly eighteen (18) feet of Lots numbered Three (3) to Seven (7) inclusive, the southerly six (6) feet of the westerly three hundred fifty (350) feet of Lots numbered One (1) and Three (3), the southwesterly six (6) feet of the northwesterly three hundred fifty (350) feet of Lots numbered Five (5) and Six (6), and the south six (6) feet of Lot numbered Seven (7), BLOCK ONE (1); the east six (6) feet of Lot numbered One (1), the west six (6) feet of Lot numbered Two (2), the north eighteen (18) feet of Lots numbered Two (2) and Three (3), the northerly eighteen (18) feet of Lot numbered Four (4), the northwesterly eighteen (18) feet of Lots numbered Five (5) to Seven (7) inclusive, the westerly eighteen (18) feet of Lots numbered Eight (8) to Ten (10) inclusive, the southerly six (6) feet of the westerly two hundred (200) feet of Lot numbered Eight (8), the west six (6) feet of the north two hundred (200) feet of Lot numbered Four (4), the southwesterly six (6) feet of the northwesterly two hundred (200) feet of Lot numbered Six (6), BLOCK TWO (2); the south six (6) feet of Lots numbered One (1) to Four (4) inclusive, the east six (6) feet of Lot numbered Three (3), the west six (6) feet and northerly six (6) feet of Lot numbered Four (4), BLOCK THREE (3); the north six (6) feet of Lots numbered One (1) to Five (5) inclusive, the west six (6) feet

of the north two hundred (200) feet of Lots numbered Two (2) and Four (4), the east six (6) feet of Lot numbered Five (5), the west six (6) feet of Lots numbered Six (6) to Eight (8) inclusive, the north six (6) feet of the west one hundred fifty (150) feet of Lot numbered Seven (7), the north-easterly six (6) feet of the northwesterly one hundred fifty (150) feet of Lot numbered Nine (9), the southwesterly six (6) feet of the northwesterly one hundred fifty (150) feet of Lot numbered Ten (10), the northwesterly six (6) feet of Lots numbered Nine (9) to Twelve (12) inclusive, the westerly six (6) feet of Lot numbered Twelve (12), the easterly six (6) feet of Lot numbered Thirteen (13), the north six (6) feet of Lots numbered Thirteen (13) and Fourteen (14), the north six (6) feet of the east twenty-five (25) feet, and the east six (6) feet of the north one hundred fifty (150) feet of Lot numbered Fifteen (15), ~~the south six (6) feet of the east one hundred fifty (150) feet and the east six (6) feet of Lot numbered Sixteen (16)~~, the south six (6) feet of the east one hundred twenty-five (125) feet of Lot numbered Seventeen (17), the west six (6) feet of the south one hundred sixty-five (165) feet measured along the west line, the south six (6) feet and the southeasterly six (6) feet of Lot numbered Eighteen (18), BLOCK FOUR (4); and the west six (6) feet of Lots numbered One (1) to Three (3) inclusive, BLOCK FIVE (5); also along, over and across Norport Drive abutting Lot numbered Seven (7), Block One (1), Lots numbered One (1), Three (3) and Four (4), Block Three (3), Lots numbered Twelve (12) and Thirteen (13), Block Four (4), and Lot numbered One (1), Block Five (5); Grosschel Road abutting Lot numbered One (1), Block Four (4); Portview Drive abutting Lots numbered Five (5), Seven (7), Eight (8), Nine (9), Ten (10), and Eighteen (18), Block Four (4); and Noridge Trail abutting Lot numbered Seven (7), Block One (1), Lot numbered Four (4), Block Three (3); also upon, over and across the westerly portion of that certain area lying east of Norport Drive between Blocks One (1) and Two (2); all of the foregoing being in the plat of NORPORT SUBDIVISION, being a subdivision of a part of the Northwest one-quarter (NW $\frac{1}{4}$) of Section numbered Twenty-two (22),

Township numbered Eleven (11) North, Range numbered Twenty-two (22) East,
City of Port Washington, Ozaukee County, Wisconsin.

The right, permission and authority is also granted said Companies to install and maintain additional anchors and guy wires in said subdivision for the aforesaid purposes as follows: adjacent to the southwesterly line of Lots numbered Two (2) and Four (4), Block One (1); extending west no more than twenty (20) feet into Lot numbered One (1) from a point in the east line of said Lot numbered One (1), which point is twelve (12) feet south of the north line of said lot, and adjacent to the south line of Lot numbered Two (2), Block Two (2); adjacent to the north line of Lot numbered Three (3), Block Three (3); adjacent to the west line of Lot numbered Thirteen (13), adjacent to the east line of Lot numbered Seventeen (17), and an anchor and guy wire extending east no more than twenty (20) feet into Lot numbered Eighteen (18) from a point in the west line of said lot where said west line intersects with the north line of Lot numbered Sixteen (16), and an anchor and guy wire extending northerly into Lot numbered Eighteen (18) from a point in the south line of said Lot numbered Eighteen (18) where said south line intersects with the east line of Lot numbered Thirteen (13), Block Four (4).

The right, permission and authority is further granted said Companies to trim and keep trimmed all trees along the said line in said subdivision so that they will clear wires and cables strung not less than eighteen (18) feet above ground by as much as five (5) feet, and so that the trees will not be liable to interfere with the transmission of electricity or with telephone service over said line; also the right to cut down certain trees where it is found impossible to maintain clearance by trimming.

Permission is also granted said Companies to enter upon said premises to do the work contemplated in the erection, installation and maintenance of said poles, anchors, guy wires, brace poles, wires, cables, and other appliances and to trim and/or remove trees as required.

IN WITNESS WHEREOF, the said The Norport Corporation has caused these presents to be signed by its President and countersigned by its Secretary and its corporate seal hereunto affixed this 17th day of December, 1956.

In Presence of:

Norma H. Jones
Norma H. Jones

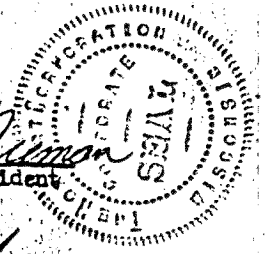
Rose Marie Bichi
Rose Marie Bichi

THE NORPORT CORPORATION

By Howard R. Nieman
Howard R. Nieman President

COUNTERSIGNED:

By Ralph J. Huiras
Ralph J. Huiras Secretary



STATE OF WISCONSIN)
 : SS
Ozaukee COUNTY)

Personally came before me, this 17th day of December, 1956, Howard R. Nieman President, and Ralph J. Huiras Secretary, of the above named corporation, known to me 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.



Carl E. Gerold
Carl E. Gerold

Notary Public Ozaukee Co., Wis.

My Commission expires July 6, 1958

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168643

THE NORPORT CORPORATION

to

WISCONSIN ELECTRIC POWER COMPANY
and
WISCONSIN TELEPHONE COMPANY

Pole line rights over premises in the NW 1/4 of Section 22-11-22 City of Port Washington, Ozaukee County, Wisconsin

REGISTRATION FEE
OZAUKEE COUNTY, WIS.
Received for record this 16th day of JANUARY, 1957, at 1:30 P.M. of Miss L. M. Anderson, Sec'y of the Register of Deeds, Ozaukee Co., Wis.
Shirley J. Steiner
Shirley J. Steiner

Return to E. D. WISHELOW
Room 308, 231 W. Michigan St.
MILWAUKEE 1, WIS.

I.D.O. E-7970
W.O. 57-6126



AM

\$4.00