RESTRICTIONS APPLICABLE TO ZERO (0) LOT LINES

Article I Definitions

For the purpose of this Declaration, the following terms shall have the meanings here ascribed to them:

(1) "Living Unit" shall mean and refer to any portion of a residence building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.
(2) "Lot" shall mean and refer to any portion of land in the Properties upon which a Living Unit is situated, whether or not the same is a platted lot.
(3) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.
(4) "Properties" shall mean and refer to the real property herein before described.
(5) "Nuisance" shall include but not limited to the definition as stated in Section 54.02, Village Nuisance Ordinance.

Article II Building & Use Restrictions

(1) Residential Use. No Lot or Living Unit shall be used except for residential purposes.
(2) No Nuisances Allowed. No nuisance shall be conducted on any Lot or Living Unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.
(3) Garbage and Refuse Removal. 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.
(4) No Animals except Pets. No fowl, animals, reptiles, or insects shall be kept on any Living Unit or Lot except dogs, cats, or other common household pets, provided that they are not kept, bred, or maintained for any commercial purposes.
(5) Prohibited Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other building except a permanent residence shall be used on any Lot at any time as a residence, either temporarily or permanently.
(6) Model and Sales Use. All use herein notwithstanding, any Living Unit may be used for a model multiple family residence building, or for a real estate office, in compliance with the Village Zoning Code, with customary development signs during the development period of the Developer, its successors or assigns.
(7) Hazardous Activities Prohibited. No Owner shall engage in or permit any activities in his Living Unit, or maintain or permit any conditions in his Living Unit, which would be considered extra-hazardous by fire insurance companies or would adversely affect the insurability of the Living Unit which shares a party wall with his Living Unit.

Article III Party Walls

(1) General Rules of Law to Apply. Each wall which is built as part of the original construction of any Living Unit upon the Properties and placed in the dividing line between two (2) Living Units shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(2) Shares of Repair and Maintenance. The cost of reasonable repair and maintenance of each party wall shall be shared by the Owners who make use of the wall in proportion to the use.

(3) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, or by physical deterioration, any Owner who has used the wall may restore it, and shall have an easement over the adjoining Living Unit for purposes of making such restoration, and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

(4) Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act, causes any party wall to be exposed to the elements or excessive heat or cold shall bear the whole cost of furnishing the necessary protection against such elements or heat or cold, and of repairing the party wall from damage caused by such exposure.

(5) Right to contribution runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Lot and shall pass to such Owner's successors in title.

(6) Arbitration. In the event of any dispute arising concerning a party wall, or under the provision of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Circuit Judge of Portage County, WI. Arbitration shall be in accordance with the rules of the American Arbitration Association.

(7) Encroachment. If any portions of a Living Unit or any Lot shall actually encroach upon any other Lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Owner of the encroaching Living Unit to the extent of such encroachment so long as the same shall exist.

(8) "Mechanics" Liens. Each Owner of a Living Unit ("Defaulting Owner") agrees to indemnify and hold harmless the Owner of an adjoining Living Unit for any mechanics' liens arising from work done or material supplied to make repairs or replacements for which the Defaulting Owner is responsible.

Article IV Other Provisions Governing Relationship among Owners of Adjoining Living Units

(1) Insurance – Replacement/Construction Each Owner shall maintain fire and extended coverage insurance on his Living Unit in the full replacement/construction cost thereof, and shall, in the event of damage to or destruction of his Living Unit, restore it to the condition in which it was prior to the damage or destruction.

(2) Maintenance. Each Owner of a Living Unit shall maintain his Lot and the exterior of his Living Unit in good condition and repair and in a clean and neat condition.

(3) Architectural Control.

a. The Owner of a Living Unit may replace exterior components of his Living Units with similar components of the same design and color, and may paint the exterior of his Living Unit with paint of the existing color of the exterior, but he may not, either in the course of ordinary replacement or remodeling or restoration after damage or destruction, employ different siding and roofing material or a different color scheme, without the consent of the Owner of the adjoining Unit.

b. In the event of any dispute arising concerning a change in siding or roofing material or color scheme, each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. The arbitrator's decision shall be based on their decision of whether the proposed siding or roofing material or color scheme is in harmony with the design of the adjoining Living Unit. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Circuit Judge for Portage County, WI. Arbitration shall be in accordance with the rules of the American Arbitration Association.

Article V General Provision

(1) Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, or both, all of the terms and provisions of Article II of this Declaration, and the Owner of the Living Unit involved shall have the right to enforce, by any proceeding at law or in equity, or both, all of the terms and provisions of Article III and IV of this Declaration. 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.

(2) Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(3) Amendments. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in perpetuity 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) Village. Even though this document was made a condition of a zoning approval to the undersigned, their assignees, or heirs, absolve the Village of any and all liability. Further, the undersigned understands the Village is not an enforcing agency to any portion of this document.

ZERO LOT LINE SUBMITTAL REQUIREMENTS:
Submit CSM to Plan Commission with $50.00 fee, also to be approved by Village of Plover Board.

Submit signed sewer cross access agreement.

Provide separate water lines to each unit or letter from plumber stating proposed installation date.

10,000 sq. ft. minimum per lot.

Village requires separate meters for gas and electric, but the pipes or wires may run through one unit to the other.

PUT ON CSM:
Surveyor's note:
For Zero Lot Line Development refer to information found in Document #366626, Volume 438, Page 641.