

**DECLARATION OF RESTRICTIVE COVENANTS FOR
VELVAERE DEVELOPMENT FOR LOTS 3-7**

TOWNLIN I, LLC (“Developer”), along with the undersigned, are the Owners of Lots 3-7 (the each a “Lot” and collectively the “Lots”) , any applicable Outlots in the future designated by the Developer, and any subsequent lots added to the Velvaere Development (the “Development”), a real estate Development located in the Village of Ephraim, Door County, Wisconsin, more particularly described as:

Part of the Southeast ¼ of the Northeast ¼ of Section 12, Township 31 North,
Range 27 East, in the Village of Ephraim, Door County, Wisconsin

as depicted on the Plat attached as Exhibit “A” recorded with the Door County Register of Deeds as Document Number 862100, on behalf of itself and its successors in interest (collectively the “Owners”), hereby agrees to be bound to this Declaration of Restrictive Covenants (“Declaration”).

This Declaration shall supersede any prior declarations, restrictions, or other covenants, and shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and persons claiming under them, for the benefit of, and limitations on, all future owners and persons claiming under them.

PART I. RESTRICTIONS ON USE, STRUCTURES AND SITE DEVELOPMENT FOR LOTS 3 THROUGH 7

1. **Purpose.** These covenants are set forth to ensure the use of the property within the Development for residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to assure each Lot Owner the full benefit and enjoyment of their Lot and home, with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to all of the other Lot and home owners.
2. **Minimum Floor Area and Design.** All structures to be erected in the Development shall be of pleasing external design and shall conform with all established setback lines, and any dwelling which fails to conform to the specified minimum areas shall not be permitted on any Lot, except with prior written approval of the Developer.

For The Lots, the square footage of the main structure, exclusive of open porches, breezeways, and garages shall be not less than 2,000 sq. ft. above grade for a single-story dwelling, 2,600 sq. ft. above grade for a two-story dwelling without Developer’s written permission. Roofs shall be pitched to rise at least seven inches vertically for each twelve horizontal inches. With developer approval a flat roof can be utilized.

3. Land Use and Building Type. 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 detached single family dwelling not to exceed height limitations imposed by local zoning ordinances, a private garage for not less than two cars, nor more than four. The Developer must approve plans and specifications for all building plan structures and landscaping, including any subsequent renovation or updates. One out building not to exceed local zoning allowances (in terms of space) shall be permitted upon The Lots, the design of which shall be aesthetically pleasing and blend with the dwelling. Out-buildings are restricted to: 1,000 sq. ft. max and 9-10' sidewalls.
4. Aesthetics. All structures shall generally conform to the Village of Ephraim aesthetic, and shall be subject to complete design review and approval by the Developer and the Village.
5. Accessory Structures; Fencing. For The Lots, accessory structures shall be permitted in accordance with local zoning ordinances, with prior approval of the Developer. For the avoidance of doubt, accessory structures shall refer to those structures which are permanently affixed to the real estate, but not intended for occupancy (i.e., potting sheds, pools, pool houses, playground equipment, gazebos, etc.). No fences, ornamental screens, awnings, walls, hedges or other landscaping shall be erected or permitted upon any Lot except those constructed in accordance with final plans approved by the Developer. It is the desire of the development to keep a natural look of the land as much as possible.
6. Used Buildings. No used building shall be moved onto the Development.
7. Storage & Screening. No structure other than a fully completed residence shall be occupied. No recreational vehicle or boat may be stored outside on The Lots. All trash, debris, rubbish and refuse must be collected and stored inside a closed building, or inside a utility or service enclosure constructed so as not to be visible from neighboring property and must be regularly removed from each Lot. All areas for utility and service activity and equipment, including wood storage, mechanical equipment, laundry, clotheslines, dog runs and kennels and yard and garden care equipment shall be screened so as not to be visible from neighboring property. A screening plan depicting the screening of all items required to be screened hereby and showing the proposed location, dimension, materials and exterior color scheme (including color samples) for all such screening, shall be included in the building plans presented to the Developer
8. Basements. Basements, if any, shall be erected in compliance with local zoning regulations.
9. Well. Well agreements are allowed.

10. Sanitary. Each Lot will be separately connected to the Village's sanitary line.
11. Utility Services. All utility services including, but not limited to, electrical, phone, gas, and cable, must be underground to and from buildings.
12. Grade. No structure or lawn shall be permitted until proper grades for each have been set, in accordance with the approved drainage plan for the Development, if any.
13. Drainage Pattern. No Lot Owner shall block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to backup onto the Lot of another property Owner or so as to restrict the use or enjoyment of any other Lot by any other Lot Owner. Lot Owners, as a part of the post-home construction finishing/grading/landscaping process are responsible to bring their Lot into compliance with the approved Development drainage plan.
14. Fill. Developer reserves the right to direct the disposition of any fill, including excess excavation fill which is to be removed from any Lot, at the Lot Owner's expense.
15. Lot Maintenance. Each Lot Owner is required to perform all necessary maintenance/upkeep of their respective Lot regardless of whether a structure is erected on the Lot or not. Unused areas are to be preserved as natural ground cover and trees to allow for a natural setting throughout the development.
16. Construction Site. No building material shall be placed on any Lot more than thirty (30) days prior to the date construction is to begin. At all times during construction, the site shall be maintained, to Developer's reasonable satisfaction, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers, and out of public view. Outdoor burning of construction debris is prohibited. Builders and/or Lot owners shall maintain a dumpster on each construction site and shall be responsible to ensure such dumpster is emptied as often as necessary to ensure debris does not extend over the top edge allowing it to be blown out and onto surrounding properties.
17. Culverts, Aprons. All driveway culverts shall be properly maintained by the Lot Owner according to Village standards. All Lot Owners shall abide by the Village's driveway apron requirements.
18. Setback Lines. Front, side and rear setback lines shall conform to local zoning regulations of the Village of Ephraim and Door County.
19. Completion Date. All homes shall be completed within one year after commencement of building and shall not be occupied prior to being completed. All landscaping must be completed within one year after occupancy.

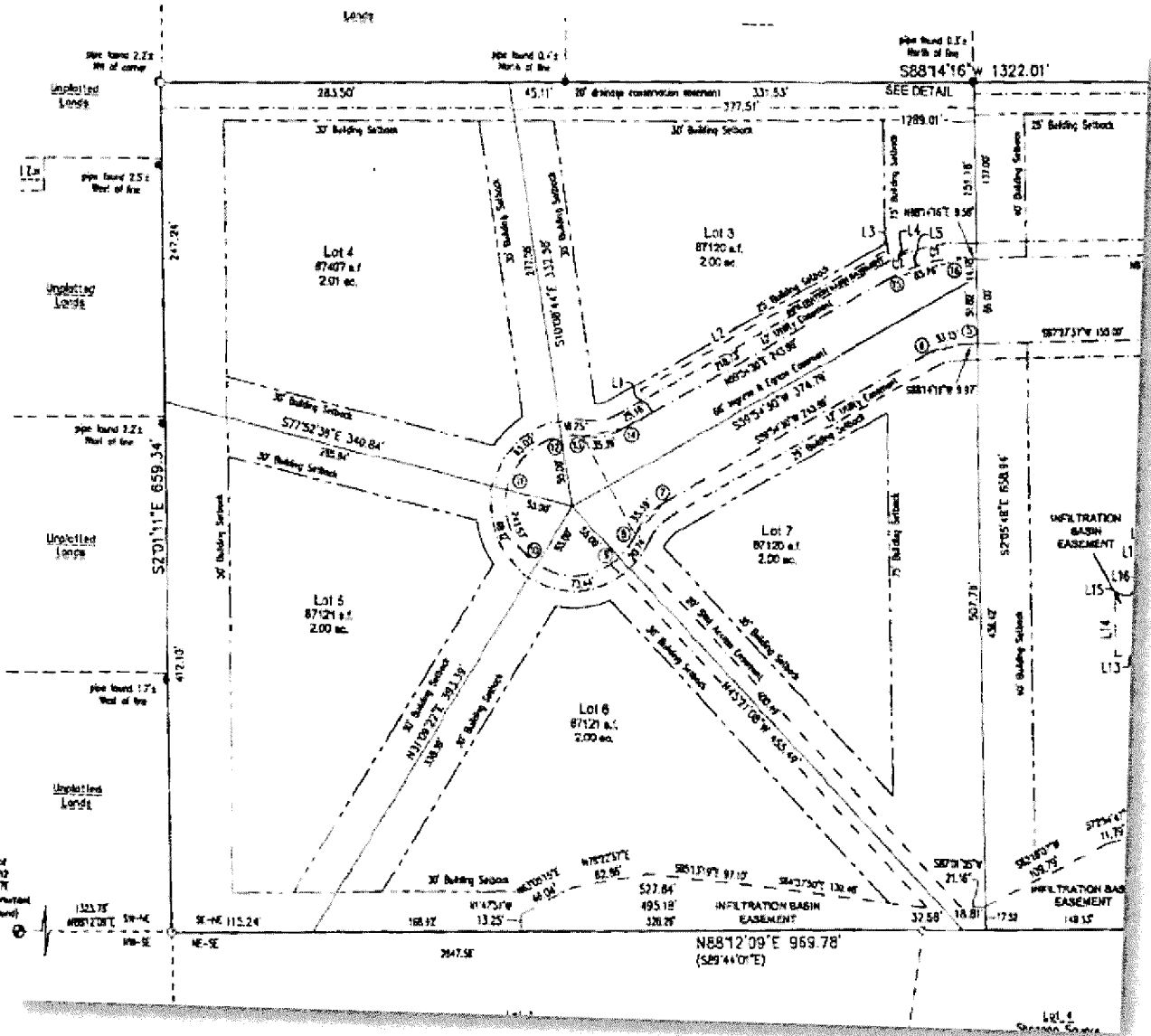
20. Zoning, Health, and Other Laws and Regulations. All zoning, health and other laws, ordinances and regulations promulgated by any governmental unit having jurisdiction over the Development and which pertain to said Development shall be strictly observed and complied with.
21. Development Roads. Each Lot shall be subject to the Private Road Maintenance Agreement executed contemporaneously herewith.
22. Nuisances and Noise. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a violation of Village zoning regulations.
23. Pets and Livestock. Lot Owners shall comply with the Village of Ephraim's rules and regulations concerning pets. No livestock animals (i.e., chickens, cows, pigs, etc.) shall be housed on any Lot. No Lot Owner may operate a pet breeding business within the Development.
24. Refuse Burning. There shall be no noxious burning of any kind. All fires must be supervised and kept under control.
25. Ponds & Environmental Areas. Lot Owners shall adhere to the pond boundary markers established by the Developer, indicating their rights to shoreline use and pond access. Lot Owners acknowledge that use of the ponds within the Development is limited to those Lot Owners whose lots actually abut the pond. A Lot Owner shall have the exclusive use of that Lot Owner's demarcated shore-line and the riparian space extending from their property line into the pond, meaning a Lot Owner shall only be permitted to utilize that section of a pond that falls within their demarcated Lot. A Lot Owner may improve their shoreline abutting the pond, subject to approval by the Developer.
26. Signs. Any signage shall be governed by Village Code requirements.
27. Parking & Recreational Vehicles. No vehicle may park in one place on the street for more than 48 hours at a time.
28. Subdividing; Easements. No Lot may be subdivided, nor any easement granted without the approval of the Developer.
29. Unlicensed Vehicles and Salvage Materials. No unlicensed vehicles or junk yards or storage areas for cars or other salvage materials of any nature shall be permitted on any Lot or combination of lots with the Development.
30. Commercial Businesses. Except as may be permitted by local zoning regulations no commercial business shall be allowed to be conducted at any time from any Lot or combination of lots within the Development.

31. Storage Tanks. No above ground or underground storage tanks shall be permitted upon any Lot, with the exception of LP tanks, which shall be screened in accordance with the plans prescribed by the Developer.
32. Developer's Successor. Once all Lots have been sold by the Developer, to the extent any future Developer approval is required hereunder, such approval shall instead be obtained from a majority of the Lot Owners of Lots 3-7.

[signature page follows]

EXHIBIT "A"

Depiction of Lots Within Development Subject to Declarations

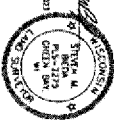


1. Survey of the Velvare Way, 2012, by Mau & Associates, LLP, a Virginia Limited Liability Partnership, for the purpose of recording the same in the Office of the Register of Deeds, Shenandoah County, Virginia. The survey was conducted on or about the 15th day of October, 2012, and the same was completed on or about the 15th day of October, 2012. The survey was conducted by Mau & Associates, LLP, a Virginia Limited Liability Partnership, under the supervision and control of the undersigned, a duly qualified and licensed Professional Land Surveyor in the State of Virginia, and the undersigned hereby certifies that the same is a true and correct copy of the original survey as conducted by the undersigned and that the same has not been altered, changed, or amended in any way since the same was completed. The undersigned further certifies that the same is a true and correct copy of the original survey as conducted by the undersigned and that the same has not been altered, changed, or amended in any way since the same was completed. The undersigned further certifies that the same is a true and correct copy of the original survey as conducted by the undersigned and that the same has not been altered, changed, or amended in any way since the same was completed.

Part of the Southwestern 1/4 of the Northeast 1/4 of Section 12, Township 27E, Range 12E, Shenandoah County, Virginia. Graphic Scale: 1" = 80'

These are the original plat with corrections. Certified May 12, 2025. Department of Administration

REC'D 11 16/2010 REGISTERED SURVEYOR REGISTERED SURVEYOR 15 20



MAU & ASSOCIATES, LLP
1400 SECURITY BLVD STE 100
GREEN BAY, VA 24116
TEL: 540-343-9670
WWW.MAU-ASSOCIATES.COM

Surveyed by Mau & Associates, LLP
Professional Land Surveyor
Shenandoah County, Virginia

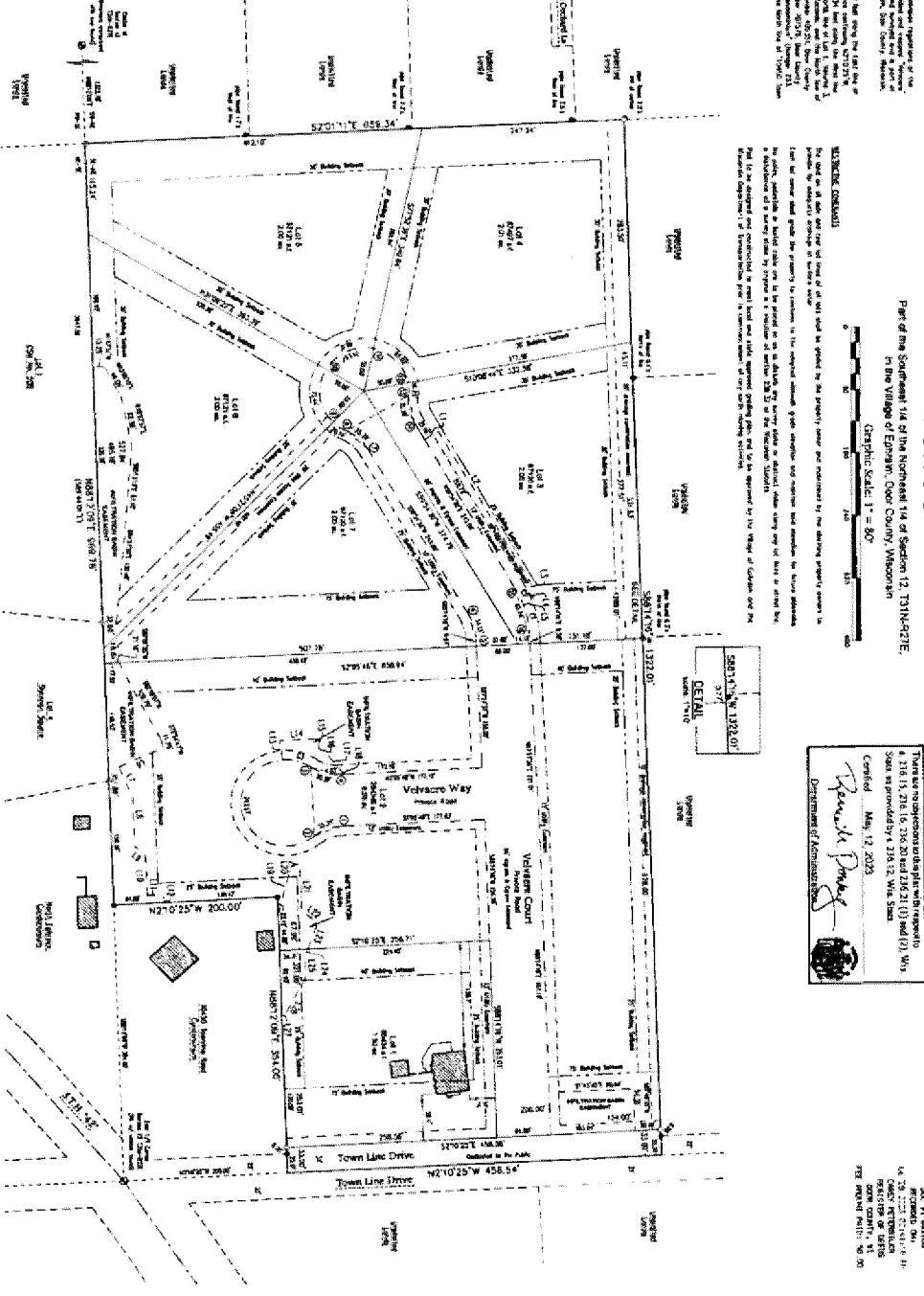
Table with columns: Curve No., Curve Length, Station, Curve Radius, Curve Type, and Remarks. It lists various curve data for the survey.

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Legend

- 0 2.00' (61.0) 1st curve radius
- 1 1.00' (30.5) 2nd curve radius
- 2 1.50' (45.7) 3rd curve radius
- 3 2.00' (61.0) 4th curve radius
- 4 2.50' (76.2) 5th curve radius
- 5 3.00' (91.4) 6th curve radius
- 6 3.50' (106.7) 7th curve radius
- 7 4.00' (121.9) 8th curve radius
- 8 4.50' (137.2) 9th curve radius
- 9 5.00' (152.4) 10th curve radius
- 10 5.50' (167.6) 11th curve radius
- 11 6.00' (182.9) 12th curve radius
- 12 6.50' (198.1) 13th curve radius
- 13 7.00' (213.4) 14th curve radius
- 14 7.50' (228.6) 15th curve radius
- 15 8.00' (243.8) 16th curve radius
- 16 8.50' (259.1) 17th curve radius
- 17 9.00' (274.3) 18th curve radius
- 18 9.50' (289.6) 19th curve radius
- 19 10.00' (304.8) 20th curve radius
- 20 10.50' (320.1) 21st curve radius
- 21 11.00' (335.3) 22nd curve radius
- 22 11.50' (350.6) 23rd curve radius
- 23 12.00' (365.8) 24th curve radius
- 24 12.50' (381.1) 25th curve radius
- 25 13.00' (396.3) 26th curve radius
- 26 13.50' (411.6) 27th curve radius
- 27 14.00' (426.8) 28th curve radius
- 28 14.50' (442.1) 29th curve radius
- 29 15.00' (457.3) 30th curve radius
- 30 15.50' (472.6) 31st curve radius
- 31 16.00' (487.8) 32nd curve radius
- 32 16.50' (503.1) 33rd curve radius
- 33 17.00' (518.3) 34th curve radius
- 34 17.50' (533.6) 35th curve radius
- 35 18.00' (548.8) 36th curve radius
- 36 18.50' (564.1) 37th curve radius
- 37 19.00' (579.3) 38th curve radius
- 38 19.50' (594.6) 39th curve radius
- 39 20.00' (609.8) 40th curve radius
- 40 20.50' (625.1) 41st curve radius
- 41 21.00' (640.3) 42nd curve radius
- 42 21.50' (655.6) 43rd curve radius
- 43 22.00' (670.8) 44th curve radius
- 44 22.50' (686.1) 45th curve radius
- 45 23.00' (701.3) 46th curve radius
- 46 23.50' (716.6) 47th curve radius
- 47 24.00' (731.8) 48th curve radius
- 48 24.50' (747.1) 49th curve radius
- 49 25.00' (762.3) 50th curve radius
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- 53 27.00' (823.3) 54th curve radius
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- 59 30.00' (914.8) 60th curve radius
- 60 30.50' (930.1) 61st curve radius
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- 65 33.00' (1006.3) 66th curve radius
- 66 33.50' (1021.6) 67th curve radius
- 67 34.00' (1036.8) 68th curve radius
- 68 34.50' (1052.1) 69th curve radius
- 69 35.00' (1067.3) 70th curve radius
- 70 35.50' (1082.6) 71st curve radius
- 71 36.00' (1097.8) 72nd curve radius
- 72 36.50' (1113.1) 73rd curve radius
- 73 37.00' (1128.3) 74th curve radius
- 74 37.50' (1143.6) 75th curve radius
- 75 38.00' (1158.8) 76th curve radius
- 76 38.50' (1174.1) 77th curve radius
- 77 39.00' (1189.3) 78th curve radius
- 78 39.50' (1204.6) 79th curve radius
- 79 40.00' (1219.8) 80th curve radius
- 80 40.50' (1235.1) 81st curve radius
- 81 41.00' (1250.3) 82nd curve radius
- 82 41.50' (1265.6) 83rd curve radius
- 83 42.00' (1280.8) 84th curve radius
- 84 42.50' (1296.1) 85th curve radius
- 85 43.00' (1311.3) 86th curve radius
- 86 43.50' (1326.6) 87th curve radius
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- 88 44.50' (1357.1) 89th curve radius
- 89 45.00' (1372.3) 90th curve radius
- 90 45.50' (1387.6) 91st curve radius
- 91 46.00' (1402.8) 92nd curve radius
- 92 46.50' (1418.1) 93rd curve radius
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- 94 47.50' (1448.6) 95th curve radius
- 95 48.00' (1463.8) 96th curve radius
- 96 48.50' (1479.1) 97th curve radius
- 97 49.00' (1494.3) 98th curve radius
- 98 49.50' (1509.6) 99th curve radius
- 99 50.00' (1524.8) 100th curve radius



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PROJECT NO. L-22021
SHEET NO. 1 of 1
DRAWING NO. P-2553

MAU & ASSOCIATES, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 540-343-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, VA 24116-9712

TAX PARCEL NO. 12161121710
Final Plat
SCALE 1" = 80'