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SHEBOYGAN COUNTY, WI
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ELLEN R. SCHLEICHER
REGISTER OF DEEDS
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EXEMPTION #
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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FOUNDERS POINTE NEIGHBORHOOD

This Declaration of Protective Covenants and Restrictions (Declaration) is made this 14 day of August, 2025, by Sheboygan County Economic Development Corporation ("SCEDC") (the "Developer").

RECITALS

A. Developer is the owner of real property located in Sheboygan County, Wisconsin, described on Exhibit "A" attached hereto, which is divided into forty-one (41) single family residential lots for subdivision development ("Founders Pointe Neighborhood"); and

B. The Developer desires: (a) to establish and to preserve the residential character and atmosphere for Founders Pointe Neighborhood, (b) to provide for the preservation of property values, (c) to prevent land uses which might detrimentally affect Founders Pointe Neighborhood, (d) to encourage lot owners to develop their respective lots, and (e) to furnish certain improvements to Founders Pointe Neighborhood.

NOW, THEREFORE, to accomplish the desires and intentions described above, the Developer places the following covenants and restrictions upon Founders Pointe Neighborhood.

THIS SPACE RESERVED
FOR RECORDING DATA

RETURN TO:
ATTORNEY DAVID GASS
ROHDE DALES LLP
909 N. 8TH ST., SUITE 100
SHEBOYGAN, WI 53081

PARCEL IDENTIFICATION NUMBER (PIN):
See attached Exhibit A.

AGREEMENT

ARTICLE I
LOT RESTRICTIONS

1. Owner/Occupant. Founders Pointe Neighborhood consists of forty-one (41) residential lots. Occupant shall mean an owner of a lot.

2. Occupant Responsibility. Each Occupant shall, at the Occupant's cost, maintain the yard, including the cutting of grass both on the lot and within the adjacent street right-of-way, and remove snow from driveways and sidewalks in an orderly and neat manner and shall maintain all structures on the lot in good repair and condition.

3. Residential Use. Each lot shall be occupied and used only for single-family residential purposes and for no other purpose. Except for home occupations allowed by the City of Sheboygan Falls zoning code, no trade or business shall be carried on anywhere in the subdivision. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a single-family residential home as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests. No lot may be occupied by more than one single family unit. No rental activity (including without limitation VRBO and other short term recreational use) is permitted on a lot.

4. Restriction on Re-subdivisions. No lot shall be divided into smaller lots so as to increase the total number of lots in the subdivision.

5. Connection Between Ownership and Occupancy of Dwellings. Each residential dwelling must be occupied by its Occupant or a member of the Occupant's immediate family. For purposes of this section, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws.

6. Deed Restrictions. Each lot is also subject to any applicable deed restrictions. If there is any conflict between this Declaration and any applicable deed restrictions, the deed restrictions shall have priority and control.

7. Prohibited Uses.

(a) Vehicles. No vehicle maintenance or lubrication shall be permitted anywhere in the subdivision except washing of cars in driveways or maintenance performed within a garage. Occupants shall use their best efforts to store vehicles in garages or in driveways. The City of Sheboygan Falls does not allow overnight parking on City streets or parking lot.

(b) Outside Storage – Lot. There shall be no outside storage in any subdivision yard of boats, trailers, buses, large trucks, campers, inoperable vehicles, or any similar vehicles stored or kept in a front yard for a period of more than seventy-two (72) hours. Any machinery, motor vehicle, boat, trailer, camper, recreational vehicle, or similar vehicle may be stored or kept within the garage of the residence with the garage door closed. There shall be no outside storage of unlicensed, inoperable vehicles on the property.

(c) Outside Storage – Patio/Deck/Porch/Balcony. No portion of a lot outside of a building, including, but not limited to, patios, decks, porches, and balconies, shall be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons, boat and recreational vehicle. Sheds may not be constructed.

(d) Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a lot, except for construction trailers maintained by Developer or its contractors.

(e) Waste. The personal refuse, garbage, and recycling receptacles for each occupied home shall be stored within the garage or otherwise screened from public view, except for a period of twelve (12) hours prior to and following the scheduled garbage/recycling pickup.

(f) Restricted Dumping. No grass clippings, rocks or other debris or waste materials shall be dumped by any owner or tenant onto any lot or outlot within the subdivision.

(g) Signs. No sign of any kind shall be erected or maintained upon the roadway fronting on any lot or upon any lot within Founders Pointe Neighborhood other than a sign no larger than 800 square inches, identifying the residential inhabitants of the dwelling on each lot or an advertising sign advertising the property for sale during such time as the lot and dwelling are actually for sale. This restriction shall not apply to the Developer until such time as it has divested itself of ownership of all lots in Founders Pointe Neighborhood.

(h) Noxious Activities and Firearms. No noxious or offensive activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot. Use of firearms of any kind is prohibited on any lot or in any structure within Founders Pointe Neighborhood. No one may hunt, trap or use firearms of any kind, in Founders Pointe Neighborhood. All garbage cans shall be maintained inside a garage.

(i) Animals. No livestock, poultry or animals other than household pets (not to exceed four in number and in any event not kept, bred or maintained for commercial purposes or allowed to annoy or injure neighbors) shall be maintained on any lot.

(j) Incinerator. Outside incinerators are not permitted on any lot.

(k) Antennas. Antennas for satellite service may only be placed on the rear side of a residence.

8. Architectural Requirements and Guidelines.

(a) Minimum Square Feet. Homes constructed on lots intended for single family housing shall conform to the following sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations:

(i) Home Size. Not less than 1,200 square feet and not more than 1,600 square feet.

(iii) Stories. One (1) story and two (2) story homes.

(iv) Garage. One (1) or two (2) car garage.

(v) Basements required. All single-family homes must have full basements that are a nominal 8 feet or more in height.

(b) Lot Setbacks.

Front Yard: Minimum allowed by PUD City Ordinance.
Rear Yard: Minimum allowed by PUD City Ordinance.
Side Yard: Minimum allowed by PUD City Ordinance.

9. Landscaping Requirement and Guidelines.

(a) Lawns. Permanent lawns shall be installed in accordance with plans approved by the Developer and shall be completed within 90 days following the issuance of the occupancy permit for the home, or if said permit was granted after September 15, all permanent lawns shall be completed on or prior to August 1 of the following year.

(b) Tree Plantings — Decorative & Approved Species Only. All trees planted within the Neighborhood shall be ornamental or decorative in nature and must be selected from the approved tree species list available from the City of Sheboygan Falls. This ensures consistency with local environmental guidelines and streetscape standards. Native and non-invasive species are preferred.

(c) Maintenance. Each lot Occupant is responsible for keeping their lot free from debris and weeds prior to and following completion of home construction. Until landscaping is complete, the Occupant shall be responsible for compliance with the City of Sheboygan Falls weed control ordinance. Each lot Occupant is responsible for keeping the lawn, landscape, and adjacent right-of-way, in good maintenance. Should the landscape be left in an unmaintained state as to become a nuisance or an eye sore, the Developer retains the right to remedy the nuisance and assess the costs back to the lot Occupant.

10. Fences. Given the size and close proximity of lots, fences of any kind are not allowed and may not be constructed. Invisible fences for pet containment are permitted.

11. Drainage Maintenance. As to any lot that flows into a catch basin connected to a storm sewer pursuant to the Master Site Drainage Plan for Founders Pointe Neighborhood, should repairs to the catch basin be required, each lot draining into the catch basin shall share equally in the cost of repair and maintenance.

12. Common Area Park. Outlot 1 is a city-owned park and will be maintained by the City of Sheboygan Falls. Use of this park is subject to all rules and requirements of the City of Sheboygan Falls.

13 Sidewalks. Each lot owner, occupant, or person in charge, shall clear snow and ice from the Outlots 1, 2 and 3 sidewalks in front of or adjoining their lot in compliance with § 285-2 of the municipal code of the City of Sheboygan Falls, including all amendments thereto. The right to enforce the lot owners' obligation to clean Outlots 1, 2 and 3 sidewalks is exclusively delegated to the City of Sheboygan Falls. All violations of § 285-2 become and remain a lien upon the lot, as a special charge pursuant to Wis. Stat. § 66.0627, until paid, with interest on the charges from the due date at the rate of one percent (1%) per month, twelve percent (12%) per year, for each incident.

14. General Maintenance. Miscellaneous construction, or exterior improvements, of any and all structures and other improvements in Founders Pointe Neighborhood shall be in accordance with the design guidelines for the subdivision. No structure

or other improvement which does not conform to said plans may be constructed. The Developer reserves the right to install, maintain and repair poles, piping and other media for the necessary extension of public utilities which are for the benefit of the neighborhood or community, and to maintain such utilities as are now in existence; with the condition, however, that such poles, piping or other media will be placed in as inconspicuous positions as possible and with the least detriment to the property.

ARTICLE II
GENERAL PROVISIONS

1. General Rules. Notwithstanding any provisions in this Declaration, the construction of any buildings and the pursuit of any activities on any lot in the Founder's Pointe Neighborhood are subject and subordinated at all times to any existing ordinance, governmental rules and regulations. This Declaration is not intended to replace any ordinance presently existing or hereafter adopted. Additionally, no Owner of any Lot shall take any measures or actions that any time that prevents or prohibits the flow of water in general drainage areas as set forth on the approved subdivision plat. No fences may be constructed in an easement area.

2. Amendment. Any of the provisions set forth in this Declaration may be modified or amended by the Developer in its sole discretion until the last lot has been sold by Developer (Declaration Period). After the Declaration Period, this Declaration may be amended by a written instrument executed so as to be recordable by owners of not less than 75% of the lots. Each lot is entitled to one vote.

3. Duration. The lot restrictions in Article I of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any parties holding under them for a period of forty (40) years from the date this Declaration is recorded, and thereafter for successive periods of ten years unless at least one year prior to the commencement of any such ten-year period of extended duration, this Declaration is terminated by a recorded instrument, directing termination, signed by a majority of the lot owners. This Declaration shall be binding upon and inure to the benefit of the successors and assigns of the lot owners.

4. Enforcement. The Developer, its designee, or any lot owner shall have the right to enforce, by any proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by this Declaration. Such action may be either to restrain violation or to recover damages. As to many of the restrictions, it would be impossible to measure the monetary loss suffered by violation so that equitable or injunctive relief may be the only remedy. Each lot owner, by accepting an interest in any lot, agrees to be bound by all the conditions, limitations, reservations, and restrictions contained in this Declaration, and in the event of a breach by such lot owner agrees to pay all costs, including actual attorneys fees, for the enforcement of these covenants and restrictions. In the event of a breach of the Declaration, each lot owner, by accepting an interest in any lot, agrees to pay all costs, losses and damages, including actual attorneys fees, for the enforcement of these covenants and restrictions.

5. Severability and Applicable Law. If any provision of this Declaration is illegal, unenforceable or void, then the parties shall be relieved of all obligations arising under such provision, but only to the extent it is illegal, unenforceable or void, it being the intent and agreement of the parties that this Declaration shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if such is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

6. Notice. Wherever under this Declaration one party is required or permitted to give notice to another, such notice shall be deemed given when delivered in hand or when mailed by first class United States mail, postage prepaid, and addressed to the addressee at the notice address. The notice address for lot owners shall be the one given to the Developer and, if no address has been given to the Developer, the notice address will be at the street address of the lot.

7. No Waiver. No consent or waiver, expressed or implied, by the Developer to or of any breach of any covenant, condition or duty of lot owner, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty of lot owner, unless in writing signed by the Developer.

8. Exculpation. It is understood that nothing in this Declaration shall be construed as creating any personal liability whatsoever against the Developer, or its agents.

IN WITNESS WHEREOF, Developer has executed this Declaration as of the day and date set forth above.

SHEBOYGAN COUNTY ECONOMIC DEVELOPMENT CORPORATION

By: _____
Timothy J Crowns Jr

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this 14th day of August, 2025, the above named Timothy J. Crowns, Jr. to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Rosa M. Hartman
Notary Public
Sheboygan County, Wisconsin
My Commission 08/17/2027

NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by and should be returned to:
David Gass
Rohde Dales LLP
909 N. 8th St., Ste. 100
Sheboygan, WI 53081
920 458-5501

EXHIBIT A
LEGAL DESCRIPTION

PARCELS 1-41:

Lots 1 through 41 in Founders Pointe Neighborhood Subdivision, recorded October 25, 2024, in Volume 15, Page 327-328, as Document No. 2170343, being a replat of Lot 2, Certified Survey Map as recorded in Volume 31, Pages 230-232, and being a part of Southwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southeast 1/4 of Section 23, Town 15 North, Range 22 East, in the City of Sheboygan Falls, Sheboygan County, Wisconsin.

Property Address: Lots 1-41 Founders Pointe Neighborhood, Sheboygan Falls, WI 53085

Tax Key Nos. 59282926101, 59282926102, 59282926103, 59282926104, 59282926105, 59282926106, 59282926107, 59282926108, 59282926109, 59282926110, 59282926111, 59282926112, 59282926113, 59282926114, 59282926115, 59282926116, 59282926117, 59282926118, 59282926119, 59282926120, 59282926121, 59282926122, 59282926123, 59282926124, 59282926125, 59282926126, 59282926127, 59282926128, 59282926129, 59282926130, 59282926131, 59282926132, 59282926133, 59282926134, 59282926135, 59282926136, 59282926137, 59282926138, 59282926139, 59282926140, 59282926141