52

Original

PROTECTIVE AND RESTRICTIVE COVENANTS

VOL 1524 PAGE 017
RECORDED
SHEBOYGAN COUNTY, WI
Darlene J. Marcel Registrar
In Vol. 1524 of Records on page 17/23

97 SEP -5 P 3:52

001E#9852	0006	JTR	$16.00
001E#9852	0006	LRIB	$2.00
001E#9852	0006	CO LRM	$4.00

Recording Area

Name and Return Address:
OKGC

WHEREAS, Declarants herein are the owners of real estate in the Town of Herman, Sheboygan County, Wisconsin, described hereinafter on Exhibit A;

WHEREAS, the Declarants, Dennis E. Stuckmann and JoAnn B. Stuckmann, are the owners of the real estate described hereinafter on Exhibit A and are desirous of imposing certain protective and restrictive covenants as further set forth hereinafter below for purposes of insuring the orderly development of the land, prohibiting nuisances and other land use that might affect the desirability of the land as a residential area, and to insist that the land will become and remain an attractive development.

NOW, THEREFORE, in consideration of One ($1.00) Dollar and other good and valuable consideration, Declarants adopt the following protective and restrictive covenants:

1. **Definitions.**

a. Family shall mean one or more than one person, living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption or marriage.

b. Single family dwelling shall mean a home containing one (1) residential living unit as further defined herein or as may be defined in the ordinances present and future of the Town of Herman.

c. Lot shall mean and refer to Lots Three (3), Four (4) and Five (5) of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on pages 146/9 in the office of the Register of Deeds for Sheboygan County, Wisconsin, and the lot which consists of all the remaining real estate described hereinafter in Exhibit A. For purposes of clarity, it is intended that there be four residential single family dwelling lots in the development.

2. **Dwellings.**

a. Single Family Dwellings. On each of the four lots there shall be a single family dwelling.

b. Square Footage Requirements for Single Family Dwellings.

i. A one-story dwelling shall have a minimum of fifteen hundred (1,500) square feet of living space, exclusive of garage, porch, breezeway, or other structure.

ii. A two-story dwelling shall have a minimum of nineteen hundred (1,900) square feet of living space, exclusive of garage, porch, breezeway, or other structure.

c. Basements and/or crawl spaces are not to be included in the computation of living space.

3. **Requirement for Dwellings.**

a. No lots shall be used except for residential purposes, except that dwellings may contain the owner's home office and/or the dwelling may be used for a home cottage/craft use in addition to its residential use.

b. In addition to the dwelling unit the owner of the lot may erect a single detached building containing no more than One Thousand Eight Hundred Sixty-five (1,865) square feet on a single floor.

c. No dwelling shall exceed two stories in height excluding basement and each dwelling shall include an attached garage of not less than two car spaces nor more than three car spaces. An attached garage is required even if a permitted detached building is constructed on the premises.

d. No manufactured dwelling, manufactured home or mobile home may be placed on a lot in the subdivision.

4. **Lawns.** The front lawn must be seeded or sodded within one (1) year after the date the dwelling is occupied by the first owner.

5. **Completion of Construction.** All buildings shall be completed within twelve (12) months of the date of commencement of construction.

6. **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. Outdoor lighting shall be so placed, shielded and directed as not to constitute a nuisance, invasion of neighborhood privacy, or a traffic hazard in the community.

7. **Signs.** No sign of any kind shall be displayed to the public view of any lot, except one professional sign of not more than five (5) square feet advertising the property for sale and/or one sign identifying the occupants of the residence of not more than three (3) square feet.

8. **Temporary Structures.** Temporary structures of any kind are prohibited.

9. **On Site Construction.** No house or other structures shall be moved from another location and placed on a lot.

10. **Garbage and Refuse Disposal.** Trash, garbage and other waste shall be kept in sanitary containers and not allowed to accumulate on any other portion of the property.

11. **Division of Lots.** No lot within the development shall be further divided into two or more lots or building sites.

12. **Easements.** Easements for the installation and maintenance of utilities whether shown on the plat of the certified survey map or which prove necessary for extending utilities to any of the lots herein, may be granted by the Declarants herein, and the Declarants reserves such right until all public utilities are installed within the development.

13. **Dog Kennels and/or Runs.** Outside dog kennels and/or runs are allowed but shall be adequately fenced and/or landscaped so as not to create a nuisance or to detract from the overall aesthetics of the development.

14. **Animals.** No poultry or livestock may be maintained upon the premises. This clause is not intended to prohibit the keeping of horses on the premises if otherwise allowed by local ordinances. If horses are maintained on the lot, the area in which they are located shall be adequately fenced. No use may be made of the lot for the commercial breeding and sale of any animal.

15. **Swimming Pools.** Any swimming pool constructed on the premises shall be adequately fenced so as not to create a nuisance or a safety hazard within the development.

16. **Burning Barrels.** If local ordinances permit the use of a burning barrel on the premises to dispose of burnable trash, such a barrel may be maintained but shall be placed in an

inconspicuous spot on the lot and shall not be in proximity to the roadway in the development or to an adjacent property owner's lot.

17. **Television Antennas and Satellite Dishes.** A lot owner may maintain a satellite dish and/or a television antennae constructed as a separate tower. No antennae or satellite dish shall be erected on a building within the development and no antennae except an antennae or dish used for the reception of television may be maintained in the development.

18. **Boundary Line Fences.** Owners within the development may construct boundary line fences but they shall be of an attractive nature, architecturally compatible with the development and shall extend no more than four (4) feet above the ground level. All remaining stone and tree fence lines are to remain as is.

19. **Architectural Control.** The Declarants herein shall have the authority to enforce the terms and provisions of this Declaration relating to the construction of the improvements on the real estate described herein. The Declarant shall act as an architectural control committee to regulate the exterior design, appearance, use, location and environmental compatibility of the structures to be placed in the development. They shall exercise this power in a manner so as to preserve and enhance values and to maintain a harmonious relationship among and between the structures and the natural vegetation and topography. Plans for any structure on the premises must be submitted to the Declarant and approved. The Declarant shall have thirty (30) days to approve, modify or reject such plans.

20. **Term of Agreement.** This Declaration shall run with the land and shall be binding on heirs, successors and assigns of the Declarant for a period of thirty (30) years from the date set forth herein.

21. **Renewal of Covenants.** These protective and restrictive covenants may be renewed for an additional period by seventy-five (75%) percent of the owners of lots in the subdivisions prior to the expiration of the initial term by recording in the office of the Register of Deeds such renewal, which renewal may include changes to the covenants and agreed to by seventy-five (75%) percent of the lot owners

22. **Enforcement.** These protective and restrictive covenants may be enforced by the Declarant, by any owner (including land contract vendee) by injunction, specific performance or a lawsuit for damages in the event of noncompliance with the terms and conditions of these covenants.

23. **Severability.** Invalidation of any of the restrictions

or covenants contained herein by a court of law shall not affect any other restriction or covenant herein.

Dated this 3rd day of Sept, 1997.

Dennis E. Stuckmann

JoAnn B. Stuckmann

STATE OF WISCONSIN)
: ss.
SHEBOYGAN COUNTY)

Personally came before me this 3rd day of September, 1997 the above named Dennis E. Stuckmann and JoAnn B. Stuckmann, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Jill E. Ludens
Jill E. Ludens
Notary Public, Sheboygan County, WI
My Commission: Expires May 3, 1998.

JILL E. LUDENS NOTARY PUBLIC STATE OF WISCONSIN

Drafted By:
OLSEN, KLOET, GUNDERSON & CONWAY
By: Atty. John N. Gunderson

EXHIBIT A

Lot Two (2), Volume 14 of Certified Survey Maps, page 33/4, being a part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), Section Six (6), Town Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County.

ALSO

The Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) East, and the West One-sixth (W1/6) of the North Half (N½) of the Northeast Quarter (NE¼) of Section Six (6), and the West One-third (W1/3) of the North Half (N½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Six (6), all in Township Sixteen (16) North, Range Twenty-two (22) East.

EXCEPTING THEREFROM THE FOLLOWING: The North Thirty-three (33) feet of the West One-Sixth (W1/6) of the North One-half (N½) of the Northeast One-Quarter (NE¼), Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) East, Sheboygan County, Wisconsin.

FURTHER EXCEPTING THEREFROM Lots One (1) and Two (2), Volume 14 of Certified Survey Maps, page 33/4, being a part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), Section Six (6), Town Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County, Wisconsin.

ALSO

Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County, Wisconsin, described as follows:

Commencing at the North Quarter (N¼) corner of said Section Six (6), thence South 00°17'16" West, 1369.39 feet along the East line of said Northwest Quarter (NW¼) to the South line of the Northeast Quarter (NE¼) of said Northwest Quarter (NW¼); thence North 88°47'39" West, 1306.00 feet along said South line to the West line of the Southeast Quarter (SE¼) of said Northwest Quarter (NW¼) to the place of beginning, South 00°12'12" East, 1327.47 feet along said West line to the South line of said Northwest Quarter (NW¼); thence North 88°41'23" West along the South line of said Northwest Quarter (NW¼) 113 feet; thence North 00°12'12" West 1327.26 feet; thence South 88°47'39" East 113 feet to the place of beginning.

ALSO

Part of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Six (6), Township Sixteen (16) North, Range

Twenty-two (22) East, Town of Herman, Sheboygan County, Wisconsin, described as follows:

Commencing at the North Quarter (N¼) corner of said Section Six (6), thence South 0°17'16" West, 33.00 feet along the East line of said Northwest Quarter (NW¼) to the point of beginning; thence continuing South 0°17'16" West, 1336.39 feet to the Southeast corner of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼); thence North 88°47'39" West, 1306.00 feet to the Southwest corner of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼); thence North 0°12'12" West, 89.17 feet along the West line of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) to an existing fence; thence North 89°33'10" East, 1290.25 feet along said fence; thence North 0°24'14" East, 1209.83 feet along said fence to the Southerly right of way line of County Line Road; thence South 89°23'54" East, 13.74 feet; thence South 89°15'12" East, 0.26 feet along said right of way line to the point of beginning.

Included in the legal description set forth above are Lots Three (3), Four (4), Five (5), and Outlot One (1) of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on pages 146/9.

1484851

VOL 1524 PAGE 012

RECORDED
SHEBOYGAN COUNTY, WI
Darlene J Nevel Registrar
In Vol. 1524 of Records on page 12/16

97 SEP -5 P3:52

001E#9852 0006 JR $12.00
001E#9852 0006 LRIB $2.00
001E#9852 0006 CO LRM $4.00

Recording Area

Name and Return Address:
OMG-C

PRIVATE ROADWAY DECLARATION

This Declaration is made by DENNIS E. STUCKMANN and JOANN B. STUCKMANN, husband and wife, hereinafter referred to as Declarants.

WHEREAS, the Declarants are owners of the following described real estate:

Lot Two (2), Volume 14 of Certified Survey Maps, page 33/4, being a part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), Section Six (6), Town Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County.

ALSO

The Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) East, and the West One-sixth (W1/6) of the North Half (N½) of the Northeast Quarter (NE¼) of Section Six (6), and the West One-third (W1/3) of the North Half (N½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Six (6), all in Township Sixteen (16) North, Range Twenty-two (22) East.

EXCEPTING THEREFROM THE FOLLOWING: The North Thirty-three (33) feet of the West One-Sixth (W1/6) of the North One-half (N½) of the Northeast One-Quarter (NE¼), Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) East, Sheboygan County, Wisconsin.

FURTHER EXCEPTING THEREFROM Lots One (1) and Two (2), Volume 14 of Certified Survey Maps, page 33/4, being a part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), Section Six (6), Town Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County, Wisconsin.

ALSO

Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County, Wisconsin, described as follows:

Commencing at the North Quarter (N¼) corner of said Section Six (6), thence South 00°17'16" West, 1369.39 feet along the East line of said Northwest Quarter (NW¼) to the South line

of the Northeast Quarter (NE¼) of said Northwest Quarter (NW¼); thence North 88°47'39" West, 1306.00 feet along said South line to the West line of the Southeast Quarter (SE¼) of said Northwest Quarter (NW¼) to the place of beginning, South 00°12'12" East, 1327.47 feet along said West line to the South line of said Northwest Quarter (NW¼); thence North 88°41'23" West along the South line of said Northwest Quarter (NW¼) 113 feet; thence North 00°12'12" West 1327.26 feet; thence South 88°47'39" East 113 feet to the place of beginning.

ALSO

Part of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County, Wisconsin, described as follows:

Commencing at the North Quarter (N¼) corner of said Section Six (6), thence South 0°17'16" West, 33.00 feet along the East line of said Northwest Quarter (NW¼) to the point of beginning; thence continuing South 0°17'16" West, 1336.39 feet to the Southeast corner of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼); thence North 88°47'39" West, 1306.00 feet to the Southwest corner of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼); thence North 0°12'12" West, 89.17 feet along the West line of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) to an existing fence; thence North 89°33'10" East, 1290.25 feet along said fence; thence North 0°24'14" East, 1209.83 feet along said fence to the Southerly right of way line of County Line Road; thence South 89°23'54" East, 13.74 feet; thence South 89°15'12" East, 0.26 feet along said right of way line to the point of beginning.

WHEREAS, a portion of the above described real estate has been further subdivided as Lots Three (3), Four (4) and Five (5) and Outlot One (1) by a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on pages 146/9.

WHEREAS, Declarants wish to establish a private roadway for ingress and egress over that portion of the referenced Certified Survey Map depicted as a 66 foot access easement as set forth on Exhibit A which is attached herein and incorporated herein as if set forth in full.

NOW, THEREFORE, Declarants adopt the following conditions, rules and regulations relating to the private roadway established by this Declaration:

1. The Declarants shall initially grade and gravel a portion of the easement area sufficient to provide adequate

ingress and egress to Lots Three (3), Four (4), Five (5), Outlot One (1) and all the remaining property described herein that is not a part of said Lots Three (3), Four (4), Five (5) and Outlot One (1).

2. There shall be four users of the private roadway easement, namely the owners of Lots Three (3), Four (4), Five (5) and the owner of the all the other real estate described herein including Outlot One (1).

3. That future costs relating to maintenance, repair, snow removal, paving, drainage control and any and all other expenses relating to the maintenance of the road shall be shared equally by the four owners.

4. This agreement shall terminate if the access easement becomes a public road. Otherwise, this easement shall run with the land for the benefit of the owners of the real estate described herein, their successors in title, successors and assigns.

Dated at Sheboygan, Wisconsin this 3rd day of Sept, 1997.

Dennis E. Stuckmann

JoAnn B. Stuckmann

STATE OF WISCONSIN)
: ss.
SHEBOYGAN COUNTY)

Personally came before me this 3rd day of September, 1997 the above named Dennis E. Stuckmann and JoAnn B. Stuckmann, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Jill E. Ludens
Notary Public, Sheboygan County, WI
My Commission: Expires May 3, 1998

JILL E. LUDENS NOTARY PUBLIC STATE OF WISCONSIN

This Document Drafted by:
Olsen, Kloet, Gunderson & Conway
By: Atty. John N. Gunderson

Document Number	**AMENDMENT NO. 1 TO PROTECTIVE AND RESTRICTIVE COVENANTS**

Name and Return Address:
Attorney Michelle L. Birschbach
SB Law, LLC
P.O. Box 2225
Manitowoc, WI 54221-2225

See attached Exhibit B
Parcel Identification Numbers (PIN)

This instrument was drafted by:
Michelle L. Birschbach
SB Law, LLC
P.O. BOX 2225
Manitowoc, WI 54221-2225
(920) 683-3500

AMENDMENT NO. 1 TO PROTECTIVE AND RESTRICTIVE COVENANTS

This Amendment No. 1 to Protective and Restrictive Covenants (*"Amendment No. 1"*) is made as of the last date signed below (the "*Effective Date*") by the undersigned, who constitute all owners of the real property (the *"Owners"*) subject to the Covenants, all as described herein.

RECITALS

WHEREAS, the original Protective and Restrictive Covenants was recorded on September 5, 1997, volume 1524, page 017, as Document No. 1484852 (the *"Covenants"*); and

WHEREAS, the Covenants and this Amendment No. 1 relate to that certain real property located in the Town of Herman, Sheboygan County, Wisconsin, as more particularly described on the attached Exhibit A (the *"Property"* but also referred to in the Covenants as the premises);

WHEREAS, the current owners of the Property are as outlined on the attached Exhibit B as so indicated (collectively the *"Owners"* and individually an *"Owner"*); and

WHEREAS, the undersigned represent that, to their knowledge, no lender or mortgage holder approval is required for this Amendment No. 1, and that no mortgage, loan document, or other agreement known to them prohibits their execution and recording of this Amendment No. 1; and

WHEREAS, the Owners wish to amend the Covenants to allow a fifth single family dwelling, to be located on Outlot One (1) as described in that certain Certified Survey Map recorded in Volume 14 of Certified Survey Maps on pages 146-149, and to otherwise amend and extend the Covenants as provided herein; and

WHEREAS, the Covenants may be renewed for an additional period and all Owners of the Property are joining in this Amendment No. 1 for the purpose of amending the Covenants as set forth herein;

AMENDMENT

Now therefore, in consideration of the above, the Covenants are hereby amended as follows:

1. The Recitals above are hereby incorporated as if fully set forth herein.

2. The term "Lot" under paragraph 1.c. shall be expanded to include Outlot One (1) as described in that certain Certified Survey Map recorded in Volume 14 of Certified Survey Maps on pages 146-149 and as such, the last sentence of said paragraph as well as paragraph 2.a. is hereby amended to clarify the intention of five (5) residential single family dwellings allowed in the development.

3. Paragraph 14 is hereby deleted and shall be replaced with the following: "14. **Animals.** No poultry, horses, livestock, or the like, may be maintained upon the premises. No use may be made of the lot for the commercial breeding and sale of any animal."

4. Paragraph 20 is hereby deleted and shall be replaced with the following: "20. **Running with the Land**. The Covenants, as amended by this Amendment No. 1, shall run with the land and shall be binding upon and inure to the benefit of the Declarant, the Owners, and their respective heirs, personal representatives, successors, successors in title, and assigns."

5. Except as specifically set forth herein, the Covenants remains in full force and effect.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

Signature page for
Amendment No. 1 to Protective and Restrictive Covenants

The undersigned are the owners of all of the Property including Outlot One (1) but excepting Lots Three (3), Four (4) and Five (5) of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on pages 146/9 and hereby execute this Amendment No. 1 intending to be bound thereby and intending that it is effective as of the Effective Date.

By: _____
Name: Dennis E. Stuckmann, Co-Trustee of the
Dennis E. & Joann B. Stuckmann Trust
Date: 8-10-26

By: _____
Name: Joann B. Stuckmann, Co-Trustee of the
Dennis E. & Joann B. Stuckmann Trust
Date: 8-10-26

STATE OF WISCONSIN)
) SS
Sheboygan COUNTY)

JAMES J. BOLGERT
Notary Public
State of Wisconsin

Personally came before me this 10th day of August 2026, the above-named Dennis E. Stuckmann and Joann B. Stuckmann and known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Name: James Bolgert
Notary Public, State of Wisconsin
My Commission expires: permanent

Exhibit A
Legal Description of Property

Lot Two (2), Volume 14 of Certified Survey Maps, page 33/4, being a part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), Section Six (6), Town Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County.

ALSO

The Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section six (6), Township Sixteen (16) North, Range Twenty-two (22) East, and the West one-sixth (Wl/6) of the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Six (6), and the West one-third (Wl/3) of the North Half (N1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Six (6), all in Township Sixteen (16) North, Range Twenty-two (22) East.

EXCEPTING THEREFROM THE FOLLOWING: The North Thirty-three (33) feet of the West one-sixth (Wl/6) of the North One-half (N1/2) of the Northeast One-Quarter (N1/4), Section six (6), Township Sixteen (16) North, Range Twenty-two (22) East, Sheboygan County, Wisconsin.

FURTHER EXCEPTING THEREFROM Lots one (l) and Two (2), Volume 14 of Certified Survey Maps, page 33/4, being a part of the Northwest Quarter {NW1/4) of the Northeast Quarter (NE1/4), Section Six (6), Town Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County, Wisconsin.

ALSO

Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) Bast, Town of Herman, Sheboygan County, Wisconsin, described as follows:

Commencing at the North Quarter (N1/4) corner of said Section Six (6), thence south 00°17'16" West, 1369.39 feet along the East line of said Northwest Quarter (NW1/4) to the South line of the Northeast Quarter (NE1/4) of said Northwest Quarter (NW1/4); thence North 88°47'39" West, 1306.00 feet along said South line to the West line of the Southeast Quarter (SE1/4) of said Northwest Quarter (NW1/4) to the place of beginning, South 00°12'12" East, 1327.47 feet along said West line to the South line of said Northwest Quarter (NW1/4); thence North 88°41'23" West along the South line of said Northwest Quarter (NW1/4) 113 feet; thence North 00°12'12" West 1327.26 feet; thence South 88°47'39" East 113 feet to the place of beginning.

ALSO

Part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County, Wisconsin, described as follows:

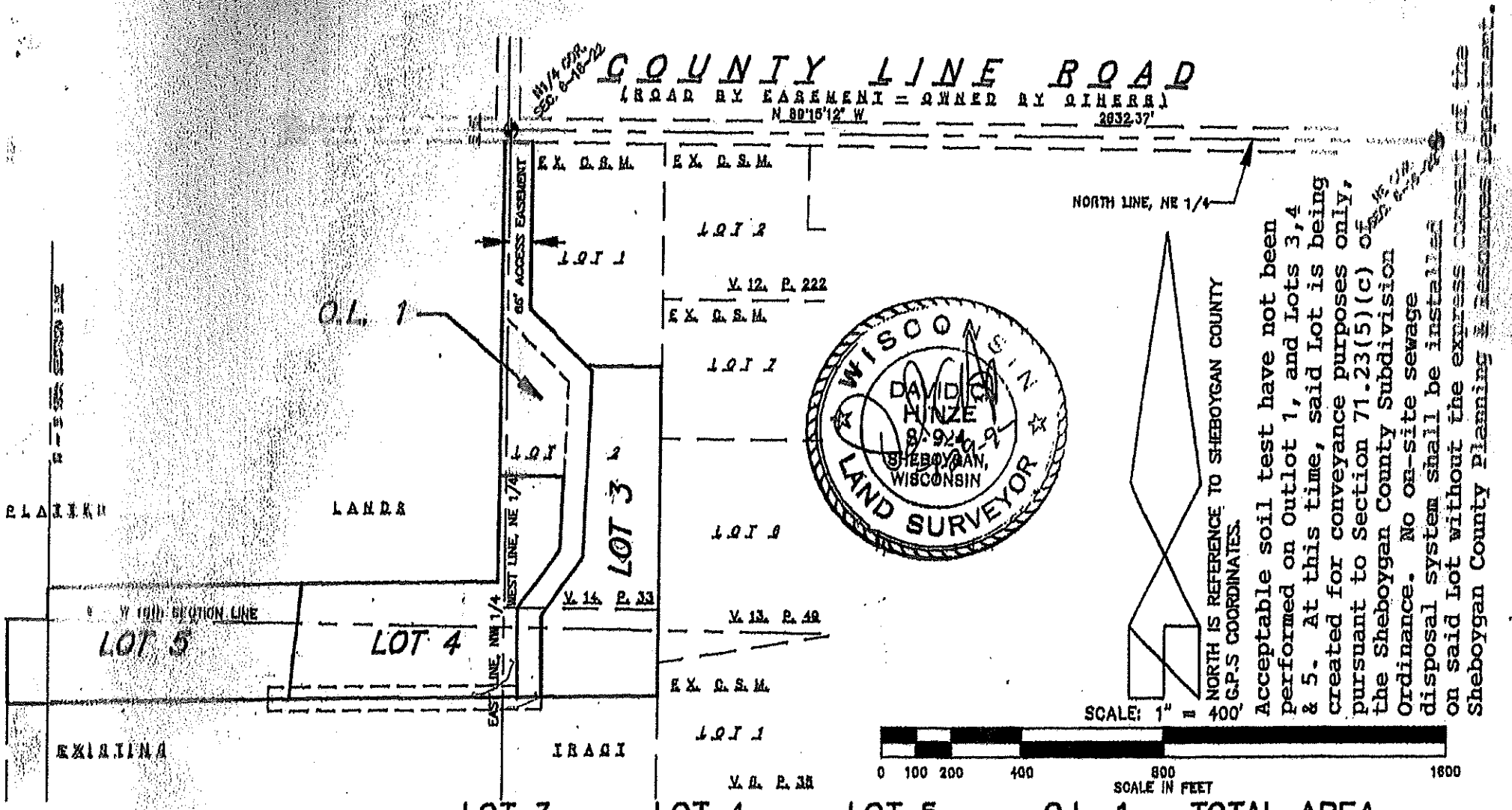
Commencing at the North Quarter (N1/4) corner of said section Six (6), thence South 0°17'16" West, 33.00 feet along the East line of said Northwest Quarter (NW1/4) to the point of beginning; thence continuing South 0°17'16" West, 1336.39 feet to the Southeast corner of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence North 88°47'39" West, 1306.00 feet to the Southwest corner of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence North 0°12'12" West, 89.17 feet along the West line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) to an existing fence; thence North 89°33'10" East, 1290.25 feet along said fence; thence North 0°24'14" East, 1209.83 feet along said fence to the Southerly right of way line of County Line Road; thence South 89°23'54" East, 13.74 feet; thence South 89°15' 12" East, 0.26 feet along said right of way line to the point of beginning.

Included in the legal description set forth above are Lots Three (3), Four (4), Five (5), and Outlot One (1) of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on pages 146/9.

Exhibit B
Owners Listing

Tax Parcel Number	Owners	Street Address	Approx. Acres	Summary Legal
59004031791	Dennis E. & Joann B. Stuckmann (husband and wife)/Trust	N9541 Buck Tail Run	47.47	Remaining Property
59004031718	Dennis E. & Joann B. Stuckmann (husband and wife)/Trust		4.19	OL 1 of CSM V14 p. 146
59004031792	John L. and Jackie A. Flesch (husband and wife)	N9542 Buck Tail Run	5.836	Lot 5 of CSM V14 p. 146
59004031752	Keith M. and Traci J. Hiebing (husband and wife)	N9566 Buck Tail Run	5.84	Lot 4 of CSM V14 p. 146
59004031717	Dale F. and Diane R. Neese (husband and wife)	N9607 Buck Tail Run	5.22	Lot 3 of CSM V14 p. 146

CERTIFIED SURVEY MAP
OF
PART OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 14, PAGE 33, PART OF THE NE 1/4, NE 1/4, PART OF THE SW 1/4, NE 1/4, PART OF THE SE 1/4, NW 1/4, PART OF THE NE 1/4, NW 1/4, AND PART OF THE SW 1/4, NW 1/4, OF SECTION 6, T 16 N, R 22 E
SHEBOYGAN COUNTY, WISCONSIN



Acceptable soil test have not been performed on Outlot 1, and Lots 3,4 & 5. At this time, said Lot is being created for conveyance purposes only, pursuant to Section 71.23(5)(c) of the Sheboygan County Subdivision Ordinance. No on-site sewage disposal system shall be installed on said Lot without the express consent of the Sheboygan County Planning & Resources Department.

LOT 3	LOT 4	LOT 5	O.L. 1	TOTAL AREA
227,533 sq. ft.	254,420 sq. ft.	254,057 sq. ft.	182,548 sq. ft.	918,558 sq. ft.
5.223 acres	5.841 acres	5.832 acres	4.191 acres	21.087 acres

INSTRUMENT DRAFTED BY DAVID C. HINZE, JR. OF HINZE AND ASSOCIATES, INC. JOB NO. D-3045

BOOK NO. 124, PAGE NO. 56-59

Document Number	AMENDMENT NO. 1 TO PRIVATE ROADWAY DECLARATION

Name and Return Address:
Attorney Michelle L. Birschbach
SB Law, LLC
P.O. Box 2225
Manitowoc, WI 54221-2225

See attached Exhibit B.
Parcel Identification Numbers (PIN)

This instrument was drafted by:
Michelle L. Birschbach
SB Law, LLC
P.O. BOX 2225
Manitowoc, WI 54221-2225
(920) 683-3500

AMENDMENT NO. 1 TO PRIVATE ROADWAY DECLARATION

This Amendment No. 1 to Private Roadway Declaration ("*Amendment No. 1*") is made as of the last date signed below (the "*Effective Date*") by the undersigned, who constitute all owners of the real property (the "*Owners*") subject to the Declaration, all as described herein.

RECITALS

WHEREAS, the original Private Roadway Declaration was recorded on September 5, 1997, volume 1524, page 012, as Document No. 1484851 (the "*Declaration*"); and

WHEREAS, the Declaration and this Amendment No. 1 relate to that certain real property located in the Town of Herman, Sheboygan County, Wisconsin, as more particularly described on the attached Exhibit A (the "*Property*" but also referred to in the Declaration as the real property); and

WHEREAS, the current owners of the Property are as outlined on the attached Exhibit B as so indicated (collectively the "*Owners*" and individually an "*Owner*"); and

WHEREAS, the Owners wish to amend the Declaration to allow a fifth user of the private roadway; and

WHEREAS, all Owners of the Property are joining in this Amendment No. 1 for the purpose of amending the Declaration as set forth herein;

AMENDMENT

Now therefore, in consideration of the above, the Declaration is hereby amended as follows:

1. The Recitals above are hereby incorporated as if fully set forth herein.

2. Paragraph 2 is hereby deleted and shall be replaced with the following: "2. There shall be five (5) users of the private roadway easement, namely the owners of Lots Three (3), Four (4), Five (5), Outlot One (1), and the owner of all the other real estate described herein."

3. Except as specifically set forth herein, the Declaration remains in full force and effect.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

Signature page for
Amendment No. 1 to Private Roadway Declaration

The undersigned are the owners of all of the Property including Outlot One (1) but excepting Lots Three (3), Four (4) and Five (5) of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on pages 146/9 and hereby execute this Amendment No. 1 intending to be bound thereby and intending that it is effective as of the Effective Date.

By: _____
Name: Dennis E. Stuckmann, Co-Trustee of the
Dennis E. & Joann B. Stuckmann Trust
Date: 8-10-26

By: _____
Name: Joann B. Stuckmann, Co-Trustee of the
Dennis E. & Joann B. Stuckmann Trust
Date: 8-10-26

STATE OF WISCONSIN)
) SS
Sheboygan COUNTY)

Personally came before me this 10th day of August, 2026, the above-named Dennis E. Stuckmann and Joann B. Stuckmann and known to be the person who executed the foregoing instrument and acknowledged the same.

JAMES J. BOLGERT
Notary Public
State of Wisconsin

_____
Name: James Bolgert
Notary Public, State of Wisconsin
My Commission ~~expires~~ is permanent

Exhibit A
Legal Description of Property

Lot Two (2), Volume 14 of Certified Survey Maps, page 33/4, being a part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), Section Six (6), Town Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County.

ALSO

The Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section six (6), Township Sixteen (16) North, Range Twenty-two (22) East, and the West one-sixth (Wl/6) of the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Six (6), and the West one-third (Wl/3) of the North Half (N1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Six (6), all in Township Sixteen (16) North, Range Twenty-two (22) East.

EXCEPTING THEREFROM THE FOLLOWING: The North Thirty-three (33) feet of the West one-sixth (Wl/6) of the North One-half (N1/2) of the Northeast One-Quarter (N1/4), Section six (6), Township Sixteen (16) North, Range Twenty-two (22) East, Sheboygan County, Wisconsin.

FURTHER EXCEPTING THEREFROM Lots one (l) and Two (2), Volume 14 of Certified Survey Maps, page 33/4, being a part of the Northwest Quarter {NW1/4) of the Northeast Quarter (NE1/4), Section Six (6), Town Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County, Wisconsin.

ALSO

Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) Bast, Town of Herman, Sheboygan County, Wisconsin, described as follows:

Commencing at the North Quarter (N1/4) corner of said Section Six (6), thence south 00°17'16" West, 1369.39 feet along the East line of said Northwest Quarter (NW1/4) to the South line of the Northeast Quarter (NE1/4) of said Northwest Quarter (NW1/4); thence North 88°47'39" West, 1306.00 feet along said South line to the West line of the Southeast Quarter (SE1/4) of said Northwest Quarter (NW1/4) to the place of beginning, South 00°12'12" East, 1327.47 feet along said West line to the South line of said Northwest Quarter (NW1/4); thence North 88°41'23" West along the South line of said Northwest Quarter (NW1/4) 113 feet; thence North 00°12'12" West 1327.26 feet; thence South 88°47'39" East 113 feet to the place of beginning.

ALSO

Part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Six (6), Township Sixteen (16) North, Range Twenty-two (22) East, Town of Herman, Sheboygan County, Wisconsin, described as follows:

Commencing at the North Quarter (N1/4) corner of said section Six (6), thence South 0°17'16" West, 33.00 feet along the East line of said Northwest Quarter (NW1/4) to the point of beginning; thence continuing South 0°17'16" West, 1336.39 feet to the Southeast corner of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence North 88°47'39" West, 1306.00 feet to the Southwest corner of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence North 0°12'12" West, 89.17 feet along the West line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) to an existing fence; thence North 89°33'10" East, 1290.25 feet along said fence; thence North 0°24'14" East, 1209.83 feet along said fence to the Southerly right of way line of County Line Road; thence South 89°23'54" East, 13.74 feet; thence South 89°15' 12" East, 0.26 feet along said right of way line to the point of beginning.

Included in the legal description set forth above are Lots Three (3), Four (4), Five (5), and Outlot One (1) of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps on pages 146/9.

Exhibit B
Owners Listing

Tax Parcel Number	Owners	Street Address	Approx. Acres	Summary Legal
59004031791	Dennis E. & Joann B. Stuckmann (husband and wife)/Trust	N9541 Buck Tail Run	47.47	Remaining Property
59004031718	Dennis E. & Joann B. Stuckmann (husband and wife)/Trust		4.19	OL 1 of CSM V14 p. 146
59004031792	John L. and Jackie A. Flesch (husband and wife)	N9542 Buck Tail Run	5.836	Lot 5 of CSM V14 p. 146
59004031752	Keith M. and Traci J. Hiebing (husband and wife)	N9566 Buck Tail Run	5.84	Lot 4 of CSM V14 p. 146
59004031717	Dale F. and Diane R. Neese (husband and wife)	N9607 Buck Tail Run	5.22	Lot 3 of CSM V14 p. 146