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DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR
GLENGAREE SUBDIVISION
TOWN OF SHEBOYGAN

THIS DECLARATION, made this 17th day of June, 1992, by Mary Belle Werner, hereinafter called "Developer".

WITNESSETH

WHEREAS, Developer is the owner of the real property in Sheboygan County, Wisconsin described as follows:

Lots 1 thru 22 of Glengaree Estates, being a part of the Southwest One Quarter (SW1/4) of the Southeast One Quarter (SE1/4) of Section 8, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin;

and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities, environment and opportunities in Glengaree Subdivision and to this end and in order to ensure the best use of the land and most appropriate ecological development and to prevent the erection of poorly designed or constructed improvements, desires to subject said real property to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developer declares that the real property of Glengaree Subdivision is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants and restrictions hereinafter set forth.

HAYES

ARTICLE I

Architectural and Aesthetic Control

1.1 Architectural and Aesthetic Control Committee. The administration of these covenants and restrictions, the authority to grant approvals hereunder and the discretionary powers granted in this Declaration shall be vested in the Glengaree Subdivision Architectural and Aesthetic Control Committee (hereinafter the "Committee").

1.2 Committee Purpose. The Committee shall have the authority to enforce the terms and provisions of this Declaration and to regulate the exterior design, appearance, use, location, and maintenance of the Property and of improvements thereon in accordance with the terms and provisions of this Declaration, and in such a manner as to preserve and enhance values and to maintain harmonious relationship among structures and the natural vegetation and topography.

1.3 Committee Composition. The Committee shall initially be composed of three (3) members. The initial members shall be appointed by the Developer of Glengaree Estates Subdivision. At such time as eight (8) of the lots of Glengaree Subdivision have been sold by the Developer, the owners of said lots shall have the right to elect one member of the Committee, which will temporarily increase the number of committee members to four (4).

determined by the Developer. After eighteen (18) of the lots of Glengaree Subdivision have been sold by the Developer, the owners of said lots shall have the right to elect a second member to the Committee, who will replace one of the initial members as determined by the Developers. After twenty-two (22) of the lots of Glengaree have been sold by the Developer, the owners shall have the right to elect a third member of the Committee to replace the two remaining members, appointed by the developer. Thereafter, the owners of lots shall elect all members to the Committee. Members of the Committee shall hold office for a term of three (3) years, and until their successor is elected, except for initial members who may be replaced as indicated above before the expiration of a three year term.

To accomplish any elections hereunder, the Committee shall solicit nominees from the owners. Any position on the Committee shall be elected from the nominees by a plurality of all of the owners. Vacancies will be filled by similar elections for new terms of three years.

In the election of members of the Committee and in effecting an amendment or taking other actions under this Declaration, each lot of the original final plat shall represent one vote only.

1.4 Committee Approval. No building shall be erected, placed, or altered (pertaining to external alterations or

additions) until the complete plans, including elevations, specifications, and a site plan therefor have been approved by the Committee. In seeking Committee approval, no less than two sets of any complete plans, specifications, or site plan shall be submitted. The Committee's approval or disapproval shall be based upon consideration of the quality of materials and harmony of external design with the site and existing structures, and compliance with the provisions of this Declaration.

The Committee's approval or disapproval of plans submitted to it shall be in writing. If the Committee fails to approve or disapprove within twenty-one (21) days any plans submitted to it, they shall be deemed to have been approved.

1.5 Committee Meetings. Until such time as eighteen (18) lots in Glengaree Subdivision have been sold by the Developer and the owners of said lots have elected two members to the Committee, any or all meetings of the Committee may be by telephone. For any meeting pertaining to this Secton 1.5, if such meeting is to be held by telephone, the written notice to lot owners shall contain an address to which written responses may be sent for consideration by the Committee.

At such time as twenty-two (22) of the lots of Glengaree Subdivision have been sold by the Developer and the owners of said lots have elected three members of the Committee, any meeting of the Committee may be by telephone.

Except where otherwise provided in this Declaration, majority vote shall be sufficient at any meeting to approve or disapprove of any matter before the Committee.

ARTICLE II

Use of Property

2.1 Lot Use. All lots shall be used for residential purposes only, and no lot shall be occupied by more than a single dwelling unit of not more than two stories and a private garage for residential use, together with all buildings and structures compatible with residential use. The Committee shall have final authority to determine that any structure is not compatible with residential use.

No commercial, retail, wholesale, professional, or business activity shall be conducted or carried on from any lot or in any structure in Glengaree Subdivison as a regular activity.

No trailer, camper, basement, shack, garage, or any other type of temporary out-building shall be at any time used as a residence either temporary or permanent.

Notwithstanding anything to the contrary above, two or more lots may be combined into a single building site and lots may be used for personal recreational purposes appurtenant to neighboring residences.

2.2 Restriction on Further Subdivisions. Because the Developer believes the platted size of the lots is essential to maintaining the rural and asthetic qualities of the property, no lot shall be further subdivided so as to form additional building lots within the platted area of Glengaree Subdivision. Two or more adjointing lots or a whole lot and portion of an adjoining lot may be consolidated as one lot.

2.3 Dwelling Size. No dwelling shall be built or moved onto any lot that does not have a ground floor living area of at least 2000 square feet in a one story structure; or 1300 square feet or more on the ground floor of a two story structure, with the second story having no less than 1000 square feet. The square footage referred to herein is exclusive of garages, breezeways, open porches, or covered patios. No dwelling shall be built or moved onto any lot that does not have a minimum of a two (2) car attached garage. (See Also 2.6(f).) The Committee shall have sole discretion to determine whether the dwelling size requirements have been met.

2.4 Accessory Buildings. No more than two accessory buildings will be allowed per lot. Design, construction, and placement of such accessory buildings may not be completed prior to residential dwelling construction.

2.5 Storage. No recreational vehicle, bus, trailer, boat, unlicensed or unoperable automobile, machinery, construction material (other than during construction or remodeling of a dwelling) or any other debris, junk, or unsightly material shall be stored, kept, or maintained on any lot of GlenGaree Subdivision other than in the dwelling or the residential garage. A recreational vehicle, boat, trailer, snowmobile, or similar recreational items may be kept on the property for temporary periods incidental to their usage.

2.6 Fences, Windbreaks, Exteriors. (a) No fence or wall, in excess of four (4) feet in height shall be built or maintained in the setback area nor in excess of six (6) feet on any other part of any lot unless it is a structural part of a dwelling or garage.

(b) Swimming pools must be in-ground. Above-ground pools tend to spoil the effect of the subdivision and are therefore prohibited. A fence surrounding a swimming pool is required; such a fence must meet applicable building codes and is subject to the approval of the Architectural and Aesthetic Control Committee.

(c) All trash containers and outside air conditioning units shall be screened with berms, shrubs, or low fences. Care should be taken to maintain a pleasant overall look to the subdivision.

(d) Ham radio and roof mounted T.V. antennas are not allowed. Satellite dishes and free standing T.V. antennas are subject to written committee approval including location of the antenna or dish on the property. Exterior lighting shall be soft and indirect. No light sources shall be located so that they are offensive to a neighboring property.

(e) All exterior building material except for windows, rain gutters, roofs, and doors, must be natural comprised of wood, brick, or stone. All exterior chimneys shall be covered with brick or stone.

(f) Except in cases of hardship, which shall be subject to Committee approval, garage doors shall not face the street.

2.7 Signs. No sign of any kind shall be erected or maintained upon the roadway fronting on any lot or upon any lot within Glengaree Subdivision other than a sign no larger than 600 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.

2.8 Tree Removal. No tree in excess of six (6) inches in diameter and three (3) feet above the ground that lies within the set back area shall be removed by any lot owner without prior approval of the Committee.

2.9 Mobile Homes. Mobile homes, whether temporary or permanent and regardless of appurtenances constructed or attached thereto, shall not be permitted on any lot. The Committee shall make the final determination whether a structure is a mobile home and such decision shall be based upon an understanding that a structure that at any time was a mobile home shall at all subsequent times be considered a mobile home.

2.10 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 the Property. All garbage cans shall be maintained inside a garage or otherwise screened from public view.

2.11 Animals. No livestock, poultry, or animals other than household pets (not to exceed three in number with a maximum of two dogs 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. No outside animal kennels or enclosures shall be constructed without the approval of the Committee.

ARTICLE III

General Provisions

3.1 Incinerator. Outside incinerators are not permitted on any lot.

3.2 Underground Utilities Service. All utility service, including but not limited to electric, gas, telephone and cable television, shall be underground.

3.3 Off-Street Parking. No dwelling shall be built on any lot without provision for off-street parking for a minimum of two (2) cars, exclusive of garage parking.

3.4 Construction Timing. Residential dwelling construction must be completed within twenty-four (24) months of the issuance of a building permit with all exterior work, i.e., siding, landscape, roof, decks to be completed in twelve (12) months.

3.5 Duration. The covenants and restrictions 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.

3.6 Enforcement. The Developer or any 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.

3.7 Severability. Invalidation of any one of these covenants or restrictions by judgment, court order, or change of law shall in no-way affect any other provisions which shall remain in full force and effect.

3.8 Zoning. This document is not intended to expand any zoning ordinances presently existing or adopted at any future date by the Town of Sheboygan. In the event of a conflict between these restrictions and a zoning ordinance, the more restrictive of the two shall apply.

3.9 Amendment. This Declaration may be amended at any time by a written instrument, executed so as to be recordable by owners of not less than 75% of the lots subject to this Declaration.

3.10 Acceptance and Cost of Enforcement. Each Owner, by accepting an interest in any lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations, and restrictions contained herein, and in the event of a breach agrees to pay all costs, including reasonable attorney fees, for the enforcement of these covenants and restrictions.

IN WITNESS WHEREOF, Mary Belle Werner has executed this Declaration.

Dated this 17th day of June, 1992.

Mary Belle Werner
Mary Belle Werner

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this 17th day of June, 1992, the above named Mary Belle Werner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Roland M Neumann
Notary Public, Sheboygan County, WI
My Commission: Permanent

This instrument was drafted by:

ROLAND M. NEUMANN, Attorney at Law

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 19th
day of Aug A.D. 1992
at 3:35 o'clock P M., and
Recorded in Vol. 1231
of Records on page 117/118
Darlene J Harris
Register

'92 AUG 19 P3:35

001EN7435 0005 JR $27.70
001EN7435 0005 LRIB $2.00
001EN7435 0005 CO LRM $4.00

1387829

VOL 1309 PAGE 259 RECORDED
SHEBOYGAN COUNTY, WI
Darlene J. Hamel Register
in Vol. 1309 of
Record on page 259

93 NOV 2 PM 12:21

AMENDMENT #1
DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR
GLENGAREE SUBDIVISION
TOWN OF SHEBOYGAN

THIS DECLARATION dated October 29, 1993, amends that Declaration dated June 17, 1992, entitled "Declaration of Protective Covenants and Restrictions for Glengaree Subdivision, Town of Sheboygan" hereinafter called "Declaration", and is made by Mary Belle Werner, hereinafter called "Developer."

added to original

WITNESSETH

WHEREAS, Developer is the owner of the real property in Sheboygan County, Wisconsin, described as follows:

> Lots 1 thru 22 of Glengaree Estates, being a part of the Southwest one-quarter (SW1/4) of the Southeast one-quarter (SE1/4) of Section 8, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin;

and

WHEREAS, Article 3.9 of the Declaration entitled "Amendments" reads as follows:

> 3.9 Amendment. This Declaration may be amended at any time by a written instrument, executed so as to be recordable by owners of not less that 75% of the lots subject to this Declaration.

001E#6957 0006 JR $8.00
001E#6957 0006 LRIB $2.00
001E#6957 0006 CO LRM $4.00

and

WHEREAS, Developer is the owner of one hundred percent (100%) of the lots subject to the Declaration; and

WHEREAS, Developer desires to amend Article 2.3 of the Declaration relating to the size of dwellings;

NOW, THEREFORE, Developer declares that Article 2.3 of the Declaration is amended to read as follows:

ARTICLE II

2.3 Dwelling Size. No dwelling shall be built or moved onto any lot that does not have a ground floor living area of at least 1800 square feet in a one story structure; or 1200 square feet or more on the ground floor of a two story structure, with the second story having no less than 800 square feet. The square footage referred to herein is exclusive of garages, breezeways, open porches, or covered patios. No dwelling shall be built or moved onto any lot that does not have a minimum of a two (2) car attached garage. (See Also 2.6(f).) The Committee shall have sole discretion to determine whether the dwelling size requirements have been met.

changed on original

In all other respects the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Mary Belle Werner has executed this Amendment #1 to the Declaration.

Dated this 29th day of October, 1993.

In the presence of:

Linda L Wolf

Mary Belle Werner

Mary Belle Werner

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 29th day of October,

1993, the above named Mary Belle Werner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Linda S. Wells
Notary Public, Sheboygan County, WI
My Commission: 12-10-95

NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:

ROLAND M. NEUMANN, Attorney at Law

HAYES