

PROTECTIVE COVENANTS
FOR
CIRCLE DRIVE LAKE ACCESS ASSOCIATION, INC. PROPERTY OWNERS

STATEMENT OF INTENT

These Protective Covenants, herein "Covenants," are made by the undersigned Circle Drive Lake Access Association, Inc. Property Owners, herein "Property Owners," for purposes of protecting the certain present and future owners and real property in Lake Ellen Heights Subdivision, in the Town of Lyndon, Sheboygan County, State of Wisconsin, specifically being more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16, 17, 18, 19 and 20 in Block Four (4), Lake Ellen Heights, Section 29, Township 14 North, Range 21 East, Sheboygan County, Wisconsin, and [Letizia, Kappel and Rabel] Section 29, Township 14 North, Range 21 East, Sheboygan County, Wisconsin.

herein "lots" and individually, "lot," so as to ensure the continued access to a Lake Ellen access easement by the present and future owners of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, ~~16~~, 17, 18, 19 and 20 and the use thereof by the present and future owners of Lot 16, from the aforesaid real property over and across that certain access way being more particularly described as follows:

Beginning at the Southeasterly corner of Lot 16, Block 4, Lake Ellen Heights; thence Southeasterly along the Southerly line of Block 4 to the Southwesterly corner of Lot 17, Block 4, a distance of 8 feet more or less, thence Northeasterly along the Westerly boundary of Lot 17, Block 4, to the Northwesterly corner of Lot 17, Block 4, a distance of 114 feet more or less, thence Northwesterly along the Southerly line of the street known as Circle Drive, to the Northeasterly corner of Lot 16, Block 4, a distance of 8 feet more or less, thence Southwesterly along the Easterly boundary of Lot 16, Block 4, a distance of 108.9 feet more or less, to the point of beginning;

herein "Southern access way"; and further, so as to ensure the continued access to Lake Ellen by the present and future owners of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16, 17, 18, 19 and 20 and [Letizia, Kappel and Rabel] over and across that certain access way being more particularly described as follows:

Beginning at the Northeasterly corner of Lot 10, Block 4, Lake Ellen Heights; thence Westerly along the Northerly boundary of Lot 10 approximately 176.39 feet to the waters edge of Lake Ellen, thence Northerly along the waters edge 10 feet to the North line of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 14 North, Range 21 East, Sheboygan County, Wisconsin, thence Easterly along said line approximately 175 feet to a point directly North of and perpendicular to the point of beginning hereof, thence Southerly approximately 15.5 feet to the point of the beginning hereof, all as more specifically laid out upon the plat of Lake Ellen Heights, said plat having been recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on October 31, 1921, in Vol. 5 of Plats, page 2 and thereafter to the waters edge,

herein "Northern access way". The purpose of these Covenants is to submit the real property, being the lots and the Southern access way and the Northern access way described above and the improvements constructed or to be constructed thereon to the Covenants described herein in order to preserve and protect the present and future owners of the lots and the lots and the Southern access way and the Northern access way so as to provide for the perpetual use of the recreational facilities made available to such owners and future owners, their families and friends, because of their proximity to Lake Ellen and the Property Owners not intending to install or cause any obstruction upon, over or across the access way which would in any way prevent public use by way of pedestrian travel upon, over and across the access way, so as to maintain the continuation of such public use as may currently exist, provided such use does not become a nuisance, upon which condition or occurrence the Property Owners may, following their sole determination as to the existence of such condition or occurrence and in their discretion, terminate such public use.

The lots and the Southern access way and the Northern access way are not a condominium and are not subject to the provisions of Chapter 703 Wisconsin Statutes. However, part of the purpose of these Covenants is to combine some of the benefits of the concepts of both private ownership and condominium ownership without being subject to the common ownership of lots and common areas as is customary in condominiums, though with the Southern access way and the Northern access way being treated as if it were a common area appurtenant to a lot as a unit. Although the lots and the Southern access way and the Northern access way is not a condominium, in some limited respects, they will be operated in a manner similar to a condominium to further the purposes set forth above.

The term "lot" shall mean one real property lot of the lots, with or without a completed single-family dwelling or other principal structure. The terms "Owner" or "Owners" shall mean an owner or owners of a lot or more than one lot.

PROTECTIVE COVENANTS

The Protective Covenants are hereby imposed on the property as follows:

1. **CIRCLE DRIVE LAKE ACCESS ASSOCIATION, INC. MEMBERSHIP.** Circle Drive Lake Access Association, Inc. is a non-profit Wisconsin corporation organized for management of the Southern access way and the Northern access way, which is governed by the members of this corporation. All Owners of the lots shall automatically become members in the Circle Drive Lake Access Association, Inc., herein "Association," upon acquiring title by deed or land contract to a lot. As members all lot Owners are subject to and bound by the Articles of Incorporation, Bylaws, and Rules and Regulations applicable to the Association. Membership in the Association will continue indefinitely for so long as the Owner continues to own a lot ~~or more than one lot~~. Upon sale or other conveyance of the lot ~~or more than one lot~~, so that the member is no longer

an Owner, membership in the Association shall automatically terminate. Land contract purchasers are members, but land contract sellers are not members.

2. COMMON AREA AND FACILITIES. The Association shall maintain the Southern access way and the Northern access way for the common use, benefit and enjoyment of all members of the Association and their guests for the purposes of the intent of these Covenants. The Southern access way and the Northern access way is-are a "common area" herein and any improvements to the common area are a "common facility" or "common facilities" herein.

3. OWNERSHIP OF COMMON AREA AND FACILITIES. The Association is the owner of the Southern access way and the Northern access way and any improvements thereon for the purposes of the intent of these Protective Covenants. Each Owner who purchases or otherwise acquires a lot shall acquire in addition to the title to that lot, a 1/148th (one-fourteenth-eighteenth) undivided reversionary interest in the Southern access way and the Northern access way and any improvements thereon. At or about the time of the creation of these Protective Covenants, the Property Owners became the grantees of all of the right, title and interest of the Town of Lyndon in the Southern access way and the Northern access way from the Town of Lyndon and such Property Owners conveyed such right, title and interest to the Association for the purposes of the intent of these Protective Covenants. In the event of any form of dissolution of the Association, occurring by the act or omission of the Association or its members or for any other reason, the ownership of the Southern access way and the Northern access way shall revert to such Property Owners, their heirs, successors and assigns, with the Owner (s) of each lot at the time of such dissolution having a 1/18th (one-eighteenth) undivided interest in the Southern access way and the Northern access way. The Southern access way and the Northern access way is-are depicted on the map attached hereto as Exhibit A. Each such reversionary fractional interest in the Southern access way and the Northern access way shall be conveyed upon transfer of the title to the lot as a combined ownership interest. Fractional interests in the common area and common facilities are not independently transferable from title to the lot to which they apply, and any purported such transfer or other conveyance shall be void.

4. ASSOCIATION COMMON EXPENSES. Expenses for the Common Area and common Facilities on property deeded to the Association for such things as property taxes, special assessments, insurance, landscaping, maintenance, snow removal, improvements, income taxes, if any, supplies, and other costs and expenses related to the Common Area and common Facilities will be the responsibility of the Association. The Association may establish additional common expenses in accordance with the budget, and budget amendments, established pursuant to the Bylaws of the Association.

5. DUES AND ASSESSMENTS FOR COMMON EXPENSES/LIENS. Each Owner as a member of the Association will be responsible for a pro-rata share of common expenses payable from time to time as billed by the Association in the form of dues or assessments. The pro-rata share of each member of the Association will be as established in the Bylaws of the Association. The common expenses as prorated shall be

paid to the Association by the Owner responsible therefore, when billed. If not paid on or before the due date, subject to applicable grace periods if any, the charges shall bear interest at the rate of one and one-half (1-1/2) percent per month until paid in full. The Association is granted authority to file a mortgage lien against the real estate of any Association member which fails to pay dues or assessments for common expenses for the expenses due, interest thereon, and costs of collection including reasonable attorney's fees, enforceable pursuant to Chapter 846 Wisconsin Statutes, in addition to other means of collection available under Wisconsin law.

6. ~~VOTING. Each lot will be allocated one vote~~The Owners shall be allocated such votes for Association matters ~~in accordance with as set forth in the Bylaws.~~ as set forth in the Bylaws. The ~~one votes~~ may be cast ~~by the person as~~ designated pursuant to the Bylaws. ~~If a lot is owned by two or more individual members those owners will be allowed to cast one vote for that lot.~~ It is the intent that the Association be governed and controlled by the Owners.

7. **BYLAWS, RULES AND REGULATIONS.** The Association will adopt, and may amend, Rules and Regulations, which will apply to all lots and the common area and common facilities, Owners ~~an Owner~~ and their guests. A copy of these Bylaws and Rules and Regulations will be maintained by the Association and distributed to Owners and a prospective Owner upon request. The Rules and Regulations in effect from time to time, including further amendments, are part of these Covenants and are incorporated herein by reference.

8. **REPORTING TRANSFERS OF OWNERSHIP.** Each Owner shall report to the Association the name and address of the new Owner(s) of each lot sold or transferred, together with the date of closing the sale. This reporting requirement is being made to facilitate maintenance of membership records for the Association. All dues and assessments due and payable or accrued for the Association common expenses shall be paid on or prior to closing the sale or transfer of any lot by the then current Owner.

9. **ENFORCEMENT.** Authority for enforcing these Covenants is granted to the Association and/or any Owner, either of which may commence action for enforcement of these Covenants. These Covenants may be enforced by injunctive relief or an action at law for damages. Any person or persons violating these Covenants shall additionally be liable to the enforcing party for the costs, expenses and reasonable attorney's fees for successful enforcement of these Covenants.

10. **AMENDMENTS.** These Covenants may be amended, modified, supplemented, or fully or partially terminated only upon a ~~75%~~67% vote of all votes entitled to be cast on behalf of the Association, which votes shall be cast in writing following which these Covenants shall be modified by a recordable instrument signed by the president and secretary of the Association.

These Covenants and any amendments hereto are effective upon recording.

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2003, the above named
_____, to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission (expires) (is) _____.

This document was drafted by
and return copy to:
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