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Declaration of Restrictions for Green Meadows Subdivision

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SHEBOYGAN COUNTY, WI
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DECLARATION OF RESTRICTIONS
FOR
GREEN MEADOWS SUBDIVISION

This Declaration is made this 15th day of Dec., 2005 by Green Meadows Development, LLC, hereinafter the "Developer".

WHEREAS, Green Meadows Real Estate, LLC is the developer and owner of the Green Meadows Subdivision, in the Town of Sheboygan, Sheboygan County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject the residential Lots and Common Outlots in said Green Meadows Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

WHEREAS, Developer desires to exclude the multi-family and condominium outlots numbered 1, 3, 4 and 5 from this Declaration of Restrictions.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, and such additional real property as Developer may subject to this Declaration of Restrictions, by future amendment(s) hereto, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer and his respective successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A. At such time as the subdivision plat or certified survey map for each future phase of the Green Meadows Subdivision development is recorded, the Developer shall have the right to record an amendment to this Declaration of Restrictions so as to include herein all or any part of any lands included in any such subdivision plat or certified survey map. Any such amendment may include, at Developer's sole discretion, all or any part of the lands now owned or hereafter acquired by Developer which are adjacent to any present or future phase of the Green Meadows development. This Declaration of Restrictions shall become effective as to added lands upon the recording of the amendment therefore. All decisions regarding whether or not to submit and subject all or any portion of other lands located within a subdivision plat or certified survey map for any future phase of the Green Meadows development shall remain at the sole option and discretion of Developer. Notwithstanding any other provision of this Declaration of Restrictions regarding amendment hereof, any and all amendments hereto adding additional phases off the Green Meadows Subdivision need be executed only by the developer.

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The terms "Green Meadows", "Green Meadows development" and "subdivision", as used in this Declaration of Restrictions, are initially defined as the property described on the attached Exhibit A. From and after the date of recording of each amendment adding additional lands hereto, said terms shall be deemed to include the added lands. The term "subdivision", for purposes of this Declaration, includes all forms of land divisions, including subdivision plats and certified survey maps.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The terms "Common Outlot" and "common area" shall be deemed to include any outlot held in undivided fractional ownership by individual Lot Owners, as required by the provisions of any plat, certified survey map and/or subdivision development approval, and any signage and/or landscaping easement established for the common benefit of Lot Owners. Unless Developer executes and records an express declaration to the contrary, each such common area shall be deemed a common area for the entire Green Meadows development, notwithstanding the fact that the ownership or rights in such common area are established by a subdivision plat, certified survey map and/or subdivision development approval for Lot Owners in one or more, but less than all, of the phases of the subdivision. The common Outlots are Outlots 2 and 6, as shown on the plat.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Green Meadows will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

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4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Green Meadows Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as there remains any vacant Lot in the subdivision. At any time after which there is no longer any vacant Lot in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Green Meadows Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with square footage called out, and with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee, with a postage paid return envelope. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot Owner as evidence of such approval. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot Owners. The Architectural Control Committee may also request that revisions shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

It is the sole responsibility of the Lot Owner to set the basement floor elevation at an appropriate level. It is further the sole responsibility of the Lot Owner to investigate and obtain

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qualified opinions from experts that subject Lot will accommodate the home, placement and grading that Lot Owner intends. In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee or Developer have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. Neither the Committee nor Developer shall have any liability or responsibility in the event either or both of them approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All Lots, other than Outlots 1,3,4 and 5, shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. The Architectural Control Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the subdivision, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the Architectural Control Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Paragraph 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

The exterior siding of all dwellings shall consist of natural wood siding, natural stone, brick and/or stucco, double-4 or double-5 metal or vinyl siding, plank or fish-scale cement board, or efis system siding (such as Dryvit). Corner boards must be three and one-half inch or larger cedar board or cedar board designed cement board, or vinyl or metal material acceptable to the Architectural Control Committee. No other types of metal, vinyl or cement board siding shall be permitted. Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision.

No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone.

Fireplaces are not required. Direct venting is permissible.

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All homes shall include an attached garage with a minimum of 500 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than 3 cars. All garages shall be equipped with automatic garage door openers for all overhead doors. No detached garages shall be permitted.

Storage sheds shall not be allowed on any Lot. Other types of outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All Lot Owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted by the Town of Sheboygan unless a variance or conditional use permit is obtained.

Lots 1 through 14 are subject to Sheboygan County Shoreland Jurisdiction

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Green Meadows Subdivision shall have a minimum square footage of living space as follows:

i. One story houses shall have a minimum square footage of living space of not less than 1500 square feet.
ii. One and one-half story shall have a minimum square footage of living space of not less than 1800 square feet total with not less than 1000 square feet on the first floor.
iii. Two story houses shall have minimum square footage of living space of not less than 1800 square feet with not less than 900 square feet of living space on the first floor.
iii. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 1400 square feet total on the upper two levels.
v. Bi-level houses shall have a minimum square footage of living space of not less than 1500 square feet on the upper level.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Any exterior construction commenced shall be completed within a one year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within

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two years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and obtain reimbursement for the expense incurred by the Developer, as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

9. FAILURE TO COMPLY

In the event the Lot Owner and/or his or her contractors fail to comply with the cleanup requirements and/or repair of any damaged drainage facilities and/or public right-of-way, and in the event the Developer, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the Town of Sheboygan for same, the Developer shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses incurred by Developer for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. In the event the Lot Owner and/or the Lot Owner's contractors fail to comply with the architectural or other requirements or provisions of the Declaration, and in the event Developer and/or Architectural Control Committee retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer and/or Architectural Control Committee shall be entitled to recover, upon demand, from the owners of the applicable Lot, jointly and severally, all costs and expenses, including but not limited to reasonable actual attorney's fees, incurred by Developer and/or Architectural Control Committee with respect to such enforcement.

10. TREES

No existing live tree with a diameter of four inches or more at a height six inches above ground shall, without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Architectural Control Committee. Existing live trees with a diameter of four inches or more at a height six inches above the ground shall be considered by the Architectural Control Committee in granting approval for the location of the house, driveway and any and all other structures on any Lot.

The Owners of each Lot, as part of the landscaping plan, shall plant a minimum of two (2) hardwood trees, in the front yard of the residence, each tree shall have a minimum trunk

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diameter, at the time of planting, of not less than 3" (three inches), measured 6" (six inches) above the ground surface. The type and location of said trees shall be subject to approval of the Architectural Control Committee as part of the approval of the landscaping plan.

11. BUILDING SETBACKS.

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific Lot.

The minimum building setbacks and offsets are:

30 feet minimum from all front property lines within the subdivision;
10 feet minimum per side property line
50 feet minimum from all rear property lines.

The site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the Town of Sheboygan if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require.

12. DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete and/or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

13. HEIGHT OF GRADE AND BUILDING PADS

No owner of any Lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any Lot or outlot from that which is naturally occurring on that Lot or outlot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the Town Engineer on file in the office of the Town Clerk, unless and until the property owner shall first obtain the written approval of the Architectural Control Committee and the Town of Sheboygan for such grade alterations.

In order to obtain this approval it shall first be necessary for the property owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot Owner as regards drainage or their viewing of unreasonable slope treatment.

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Each Lot Owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Town Engineer on file in the office of the Town Clerk. The Developer and/or the Town and/or their agents, employees or independent contractors shall have the right to enter upon any Lot or outlot, at any time, for the purpose of inspection, maintenance, correction of any surface and stormwater management condition, and the property owner is responsible for cost of the same.

Subdivision grading has been performed with the intention that home construction on each lot take place within a building pad area consisting of a strip of land extending from the minimum front yard setback line to a line parallel to and 50' back from said front yard setback line, extending across the Lot to the minimum side yard set back lines. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse subsoil conditions.

14. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. OUTDOOR STORAGE

No outdoor storage of an kind for a period of more than 48 hours including boats, autos, trucks, motor homes and any motorized vehicles, etc. shall be permitted on any lot.

16. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the owner of said Lot.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes.

18. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial Lot sales in the subdivision, or one or more subdivision entrance signs erected by the Developer and/or by the Association.

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19. LAWN, YARD AND LANDSCAPING

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained.

20. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, same shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

21. FENCES

It is the intention to preserve the open natural feeling of Green Meadows Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. Only that fencing which is purely of a decorative or landscaping nature may be installed. Fencing to meet governmental regulations with regard to swimming pools will be permitted. Properly designed and located kennels not exceeding 100 square feet in size for household pets will be approved providing they are properly screened from public view by landscaping.

22. MAILBOX, LAMPPOST AND LANTERN

Each Lot shall have a uniform mail box and newspaper box on a uniform post, which shall be installed by the Lot Owner at the Lot Owner's expense no later than the date of issuance of the occupancy permit. The design and specifications of the mail box, newspaper box and post, including size, style, color, paint or stain, and materials, shall be such as is determined by the Architectural Control Committee, so that all mail boxes, newspaper boxes and mail box posts have a uniform appearance throughout the Subdivision. If the Post Office requires the use of grouped mail boxes, Developer shall have the right to elect, as to some or all Lots, to provide and install the mail boxes, newspaper boxes and/or posts, and to collect from Lot Owners, at closing on the lot sale, a reasonable charge for providing and installing same.

Each Lot Owner is required to purchase and install, prior to the issuance of the Occupancy Permit for the home on the Lot, a uniform lamppost and lantern. The lamppost and lantern shall have a minimum 100 watt bulb, be located a minimum of two feet (2') behind the road right-of-way and adjacent to the building number and driveway entrance, have a minimum height of 7 feet and a maximum height of 9 feet, and be equipped with a photoelectric sensor so that the lantern is lit from dusk to dawn. Additional lamppost and lantern specifications, not in conflict with the aforementioned requirements, including manufacturer, model number, size, style, color, paint or stain, and materials and light bulb specifications, and the location at which same is to be installed, shall be such as are specified by the Architectural Control Committee.

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23. EASEMENTS

The Developer at its sole discretion may grant easements to the Town of Sheboygan and/or to any public or private utilities, upon, over, through or across those portions of any Lot or Outlot in the subdivision for purposes of allowing the Town of Sheboygan or any utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the subdivision or for purposes of facilitating drainage of storm or surface water within or through the subdivision. Such easements may be granted by Developer in its own name and without the consent or approval of any Lot owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the subdivision to persons other than a successor developer.

24. SWIMMING POOLS AND HOT TUBS

In-ground and above-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet Town and county ordinances and specifications. Above ground swimming pools are required to include appropriate screening. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

25. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the Town of Sheboygan, Sheboygan County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Town, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the Town of Sheboygan, Sheboygan County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Subdivider's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot Owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

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26. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the Town of Sheboygan, a copy of which is on file in the office of the Town Clerk of the Town of Sheboygan.

27. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the subdivision, provided, however, so long as the Developer owns any Lot in the subdivision, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

28. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

29. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Architectural Control Committee created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. Lot Owner will be responsible for legal costs. No enforcement action by the Developer, by the Architectural Control Committee created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Architectural Control Committee undertake any enforcement action.

30. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years

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from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats., but including any future amendments, modifications or re-numbering of that section).

31. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

32. OUTLOTS 2 AND 6

The Green Meadows Subdivision Plat contains areas designated as Outlots 2 and 6. Said Outlots are common areas for the Lots in Green Meadows. Each Lot in Green Meadows shall be deemed to include an equal undivided ownership interest in Outlots 2 and 6, and each conveyance of a Lot in Green Meadows shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance.

33. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day to day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions.

34. STORM WATER MAINTENANCE AGREEMENT

The areas defined as drainage easements on the plat shall be maintained in accordance with the separate recorded document entitled "Green Meadows Subdivision Storm Water Maintenance Agreement".

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IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15TH day of DEC, 2005.

Green Meadows Real Estate, LLC, Developer

By: _____
Michael D. Schutte, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this 15th day of December, 2005, the above-named Michael D. Schutte, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha County, WI
My commission expires March 11, 2007

MARJORIE A. SCHWENKE NOTARY PUBLIC STATE OF WISCONSIN

Drafted by: Michael D. Schutte, Member of
Green Meadows Real Estate, LLC, Developer

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EXHIBIT A

SURVEYOR'S CERTIFICATE:

I, Dave T. Bosshard, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being all of the NW. 1/4 and SW. 1/4 of the NE. 1/4 of Section 4, and a part of the NE. 1/4 and SE. 1/4 of the NE. 1/4 of Section 4, and a part of the NE. 1/4 of the SE. 1/4 of Section 4, and a part of the SW. 1/4 of the NW. 1/4 of Section 3, T.15N., R.23E., Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Beginning at the N 1/4 of said Section 4; thence N.89°18'38"E., along the north line of the NE 1/4 of said Section 4, 1,762.10 feet to the westerly right-of-way of Union Pacific Railroad; thence S.18°30'58"E., along said railroad right-of-way, 1,783.37 feet; thence S.18°32'09"E., along said railroad right-of-way, 1,173.25 feet to the east line of said NE 1/4; thence N.00°56'42"W., along said east line and said railroad right-of-way, 54.60 feet; thence S.18°32'09"E., along said railroad right-of-way, 158.61 feet to the south line of the NW 1/4 of said Section 3; thence S.89°36'35"W., along said south line, 47.94 feet to the E 1/4 corner of said Section 4; thence S.00°45'40"E., along the east line of the SE 1/4 of said Section 4, 45.00 feet; thence S.88°47'30"W., 174.06 feet; thence 128.28 feet along the arc of a curve to the right with a radius of 490.00 feet whose chord bears N.83°42'30"W., 127.92 feet; thence N.76°12'30"W., 56.70 feet; thence 104.72 feet along the arc of a curve to the left with a radius of 400.00 feet whose chord bears N.83°42'30"W., 104.42 feet to the south line of said NE 1/4; thence S.88°47'30"W., along said south line, 2,178.02 feet to the Center of Section; thence N.01°17'13"W., along the west line of said NE 1/4, 2,934.71 feet to the point of beginning. Said lands contain 6,495,296 square feet (149.11 acres.)

That I have made such survey, land division and plat by the direction of Green Meadows Real Estate, LLC., owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Town of Sheboygan in surveying, dividing and mapping the same.

Dated this 3rd day of JUNE, 2005.

Dave T. Bosshard, RLS 2641

REVISED THIS 2ND DAY OF SEPTEMBER, 2005

WISCONSIN
DAVID T. BOSSHARD
S-2641
DELAFIELD, WI
LAND SURVEYOR