Declaration of Covenants

For exhibit See Volume 15 pages 134/135 of Subdivision plats - Doc no. 1659430

Document Number

Document Title

1659431

SHEBOYGAN COUNTY, WI
RECORDED ON

11/20/2002 01:07PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 29.00
TRANSFER FEE:

STAFF ID 2
TRANS # 9955

OF PAGES: 10

Recording Area

Name and Return Address

Krier Realty, Inc.
Box 361
Random Lake, Wis. 53075

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 10/99

SCF-3122.0

215-32 (2/99)

10

DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODLANDS OF EAST TOWNE VILLAGE OF RANDOM LAKE, SHEBOYGAN COUNTY, WISCONSIN

This Declaration made this 2nd day of October 2002, by DPCM1, LLC, agents Darrell M. Davis and Patricia K. Davis, husband and wife, and Cory J. Davis and Mary Beth Davis, husband and wife, and Roger Wagner, LLC, agent Roger Wagner, a single person, hereinafter called "Developer."

WITNESSETH:

WHEAREAS, Developer is the owner of real property in Sheboygan County, Wisconsin, described in Exhibit A attached to this Declaration and known collectively of Woodlands at East Towne; and,

WHEREAS, Developer desires to provide for the preservation and enhancement of the values, amenities and environment in Woodlands of East Towne and in order to ensure the best use of the land and most appropriate 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; and,

WHEREAS, Developer declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth.

ARTICLE I

Definitions

1.1 "Declaration" shall mean the covenants and restrictions and all other provisions herein set forth in this entire document, as said from time to time may be amended.

1.2 "Developer" shall mean and refer to DPCM1, LLC, and Roger Wagner, LLC their successors, heirs and assigns.

1.3 "Property" shall mean and refer to all the real property which becomes subject to the Declaration, including real estate identified in Exhibit A which has not yet been subdivided, if any.

1.4 "Lot" shall mean and refer to any lot of land whether subdivided presently or to be subdivided in the future lying within the boundaries of the real estate described herein on Exhibit A.

1.5 "Owner" shall mean and refer to the record owner whether one or more persons or entities of the fee simple title to any lot.

1.6 "Setback" shall mean the minimum horizontal distance between the street right of way line and the nearest point of a building or any projection thereof, excluding uncovered steps.

ARTICLE II

Property Subject for this Declaration

2.1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sheboygan County, Wisconsin, and is more particularly described on Exhibit A

ARTICLE III

Architectural and Aesthetic Control

3.1 The administration of these restrictions, the authority to grant approvals hereunder, and the Discretionary powers granted in this Declaration shall be vested in Woodlands of East Towne Architectural Review Committee (ARC). So long as the Developer, or its successors and Assigns, shall own at least three (3) lots the authority and functions of the ARC shall be Exercised solely by the Developer, or its successors and assigns. When the Developer, or its successors and assigns, no longer owns at least three (3) lots, it shall promptly select five (5) Owners as a Nominating Committee, which Nominating Committee shall nominate between three (3) and five (5) Owner's (who may be one or more of their number) for election to serve on the ARC. The ARC consisting of three (3) members shall thereupon be elected from such nominees by all of the Owners, by plurality. The members of the ARC shall serve for three (3) years, or until their successors have been duly elected. Vacancies will be filled by similar elections for new terms of three (3) years. The members of ARC shall have no personal liability by reason of their acts as such members.

In the elections of members of the ARC, and in effecting an amendment or taking other actions under this Declaration, each lot (or two or more adjoining lots consolidated as one building site) shall represent one vote only, regardless of the number of Owners of a lot (in which case the vote of a majority of such Owners shall represent the vote of such lot), and regardless of the number of lots owned by one person, party, or entity.

3.2 The ARC shall regulate the exterior design, appearance, use, location and maintenance of the property and of improvements thereon in such a manner as to preserve and enhance values and to maintain harmonious relationship among structures and the natural vegetation and topography.

3.3 No structure shall be altered, placed or erected on any lot until the building plans, specifications and site plan showing the location thereof have been approved in writing by the ARC as to size, quality, materials, harmony of exterior design and colors with existing and planned structures, and as to location with respect to topography, trees, neighboring structures, setbacks, finished grade elevations, driveways, landscaping or other natural characteristics of the affected lot, adjacent lots and improvements thereon. The plans as well as a sketch or view of the proposed improvement must be submitted to the ARC in writing and all approvals or disapproval's of the plans submitted must also be in writing. In the event the ARC fails to approve such plans within thirty (30) days of the receipt or in any event if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced for one (1) year from the date of completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

ARTICLE IV

Use of Property

4.1 Lots shall be used for the purpose that they are zoned only.

4.2 No dwelling shall be built onto any lot of Woodlands of East Towne, that does not have a ground floor living area of 1600 square feet or more if a one-story structure, and 1100 square feet of living space on the ground floor of a two-story or split-level structure. The total square footage must equal 1800 square feet or more for a two-story or split-level structure. This is for lots numbered 1-10 and 17. For Lots numbered 11-16 must have ground floor living area of 1800 square feet or more if a one-story structure, and 1200 square feet of living space on the ground floor of a two-story or split-level structure. The total square footage must equal 2000 square feet or more for a two-story or split-level structure. All zoned lots must have a minimum loft high basement under main structure.

4.3 All dwellings must have an attached garage on zoned lots. A single-family home's garage must have a minimum of 500 square feet.

4.4 Lots numbered 1, 15, 16 and 17 may not place driveway entrance onto Woodland Drive. The Woodland Drive border of those lots must always have 6" curb.

4.5 No dwelling, garage or other structure shall be built onto any lot within 25 feet from any lot l line fronting on a public roadway.

4.6 Roof pitch on all dwellings not less than 5/12.

4.7 No fences allowed in front, rear or side yards.

4.8 All utilities and outdoor wiring shall be underground. Exterior lighting shall be soft and in-direct. No light sources shall be located so that they are offensive to a neighboring property. In no event shall lighting be permitted to direct any exterior lighting either outward toward any neighboring residence or upward.

4.9 Where fill is necessary on the building site to obtain proper topography and finished ground elevation all filling shall be in accordance with a site plan approved by the Architectural review Committee.

4.10 Every dwelling must be stick-built on site. The exterior of all dwellings must contain 10% brick or stone. Exterior maintenance of building shall be kept up with paint, stain, etc. as needed.

4.11 No trailer, basement, tent, shack, garage, or any other type of temporary or out-building shall be at any time used as a residence, either temporary or permanent. No bus, unlicensed or inoperable 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 Woodlands of East Towne other than in the dwelling or the residential garage. A recreation vehicle, boat, trailer, snowmobile, ATV's, motorcycle, pop-up camper, or similar recreation item may be kept on the property only for temporary period's incidental to their use.

4.12 Garden sheds allowed of 150 square feet maximum on a concrete slab that matches exterior of residence.

4.13 No animals other than domestic household pets shall be maintained on any lot in Woodlands of East Towne.

4.14 No commercial, retail, wholesale or business activity shall be conducted on any lot or in Woodlands of East Towne as regular activity except where zoned properly.

4.15 No structure shall remain uncompleted for more than twelve (12) months from the date of commencement of construction. Owners that have not commenced dwelling construction on their lots within 90 days of transfer of title from Developer are responsible for keeping grass height 6" or less.

4.16 The easements for installation and maintenance of utilities shall be part of the initial development plan, however, Developer reserves the right, if necessary, to grant future easements for public utilities on lots that have not yet been sold.

4.17 All driveways shall be concrete or asphalt and must be completed within twelve (12) months from the date of commencement of construction.

4.18 Lawns shall be seeded or sodded within one year from the date of commencement of construction.

4.19 No noxious or offensive activities which is or may become a nuisance, activities which create unusually loud noises, or use of firearms of any kind shall be permitted.

4.20 Compliance with Village of Random Lake zoning ordinance.

ARTICLE V

General Provisions

5.1 The Architectural Review Committee (ARC) shall have the right to waive all or part of the Square footage requirements (to the minimum village code requirements) if the house to be Built has superior architectural merit in the opinion of the Architectural Review Committee.

5.2 Residential dwelling construction must be completed within twelve (12) months of the issuance of a building permit. Any other structure approved by the ARC must be completed within a timetable determined by the ARC.

5.3 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, provided, however, that the Developer must consent to any such amendments so long as Developer owns three (3) or more lots. Amendments must be submitted to and approved by the Random Lake Village Board prior to becoming effective.

5.4 These protective and restrictive covenants shall run with the land and be binding on all parties and owners of such lands within the Woodlands of East Towne development for thirty (30) years from the date this Declaration is recorded, after which time the protective and restrictive covenants shall be automatically renewed for successive periods of five (5) years provided amendment has not been made as specified in paragraph 5.3 of this Article. The Random Lake Village Board shall review these covenants upon expiration at the request of the ARC.

5.5 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.

5.6 The invalidity of any of the covenants herein contained declared by any judgement or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants and Restrictions this 2nd day of October, 2002.

Developer, Authorizing agent for DPCM1, LLC

Developer, Authorizing agent for Roger Wagner, LLC

ACKNOWLEDGEMENT

STATE OF WISCONSIN

Personally came before me this 2nd day of Oct. 2002 the above named DPCM1, LLC to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public,
State of Wisconsin
My Commission 9/12/04

Attachment

DPCM1, LLC
69 East Shore Dr.
Random Lake, WI 53075

To whom it may concern:

This letter is intended to notify any and all parties that the four members of DPCM1, LLC agree that on any and all documents whether binding or nonbinding only one signature of the members is required.

Executed on this 18th day of January, 2002

1. Cory J. Davis
69 East Shore Dr.
Random Lake, WI 53075

2. Mary Beth Davis
69 East Shore Dr.
Random Lake, WI 53075

3. Darrell M. Davis
N6715 County Rd I
Fredonia, WI 53021

4. Patricia Davis
N6715 County Rd I
Fredonia, WI 53021

Cory J. Davis, member

Mary Beth Davis, member

Darrell M. Davis, member

Patricia K. Davis, member

Sworn to and subscribed before me
this 18th day of January 2002

Janet A. Moranski

My Commission expires: 12-15-05
(Affix Notary Seal)

JANET A. MORANSKI NOTARY PUBLIC STATE OF WISCONSIN

ARTICLES OF ORGANIZATION
Limited Liability Company

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1.

Name of Limited Liability Company:

DPCM1, LLC

STATE OF WISCONSIN
FILED
MAY 18 2001
DEPARTMENT OF
FINANCIAL INSTITUTIONS

Article 2.

The street address of the initial registered office is:

69 East Shore Drive, Random Lake, WI 53075

Article 3.

The name of the initial registered agent at the above registered office is Cory J. Davis.

Article 4.

Management of the limited liability company shall be vested in its members.

Article 5.

Name and complete address of each organizer:

1) Cory J. Davis
69 East Shore Drive
Random Lake, WI 53075

2) Mary Beth Davis
69 East Shore Drive
Random Lake, WI 53075

3) Darrell M. Davis
N6715 County Road I
Fredonia, WI 53021

4) Patricia K. Davis
N6715 County Road I
Fredonia, WI 53021

2001 MAY 17 AM 8:00

Executed on this 3rd day of May, 2001.

Cory J. Davis
(Organizer signature)

Mary Beth Davis
(Organizer signature)

Darrell M Davis
(Organizer signature)

Patricia K. Davis
(Organizer signature)

WI - DFI CORP
FILE ID# D031186

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
KANSAS CITY MO 64999

DATE OF THIS NOTICE: 06-11-2001
NUMBER OF THIS NOTICE: CP 575 B
EMPLOYER IDENTIFICATION NUMBER: 39-2028470
FORM: SS-4
0950522357 B

FOR ASSISTANCE CALL US AT:
1-800-829-1040

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

DPCM1 LLC
DAVIS CORY J MEMBER
69 E SHORE DR
RANDOM LAKE WI 53075

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 39-2028470. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing and incorrect information in your account. It also could cause you to be assigned more than one EIN.

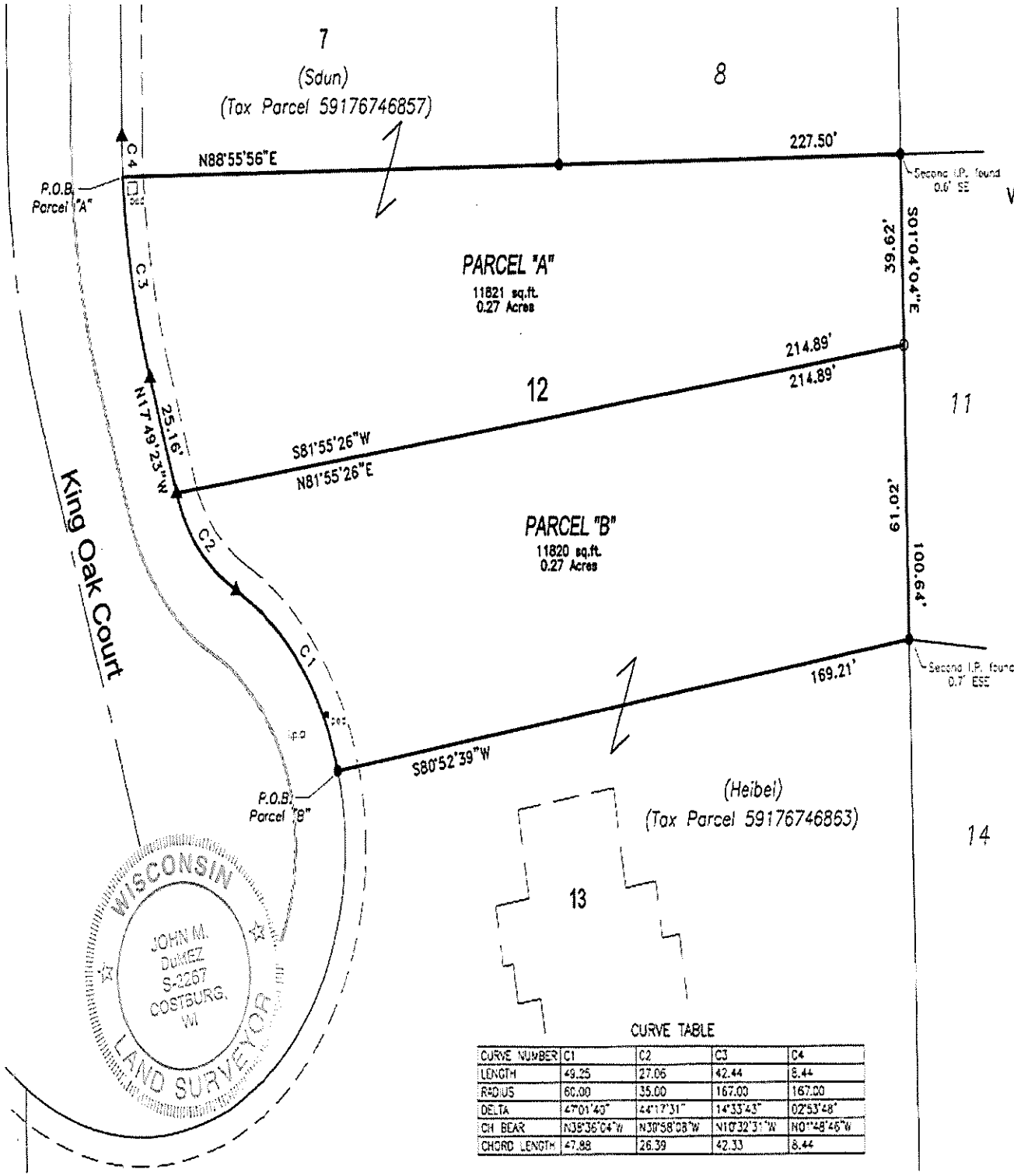
Based on the information shown on your Form SS-4, you must file the following forms(s) by the date we show.

Form 1065 04/15/2002

Your assigned tax classification is based on information obtained from your Form SS-4. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a determination on your tax classification, you may seek a private letter ruling from the IRS under the procedures set forth in Rev. Proc. 98-01, 1998-1 I.R.B. 7 (or the superceding revenue procedure for the year at issue).

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.



CURVE TABLE				
CURVE NUMBER	C1	C2	C3	C4
LENGTH	49.25	27.06	42.44	8.44
RADIUS	60.00	35.00	167.00	167.00
DELTA	47°01'40"	44°17'31"	14°33'43"	02°53'48"
CH BEAR	N38°36'04"W	N30°58'08"W	N10°32'31"W	N01°48'46"W
CHORD LENGTH	47.88	26.39	42.33	8.44

Plat of Survey for Heibel / Sdun

LOT 12, WOODLANDS OF EAST TOWNE,
VILLAGE OF RANDOM LAKE, SHEBOYGAN COUNTY, WI.
Subject to easements of record.

N

30 0 30

Scale: 1" = 30'

● = 1" iron pipe found

▲ = 2" iron pipe found

O = 1" iron pipe set

Compsite
Surveying & Mapping
Oostburg, Wisconsin
(920) 564-6812

ADDRESS: 84 King Ct (Heibel) / 38 King Ct (Sdun)
PATH: c:\projects2\heibe_d\dwg\heibel_6.dwg
DRAWN BY: jcm
PROJECT: 4364

I, John M. DuMez, Wisconsin Professional Land Surveyor, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

9/2/2021

John M. DuMez - Wisconsin P.L.S. S-2267 Date

The certification contained on this document shall not apply to copies.