

1443694

VOL 1429 REC 230

DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
BARON'S WOODS

RECORDED  
SHEBOYGAN COUNTY, WI

*Debra J. Nard* Registrar  
1429  
on page 230 of 4

Developers: MIC NIC ENTERPRISES, LLC, a Wisconsin Limited Liability Company

Property: Lots 1, 2, and 3 of Certified Survey Map recorded in Volume 13 of Certified Survey Maps on Page 18 and Lots 4, 5, 6 and 7 of Certified Survey Map recorded in Volume 13 of Certified Survey Maps on Page 38.

WHEREAS, the Developers desire to preserve the Property for purely residential development, to provide for the preservation and enhancement of the property values, amenities, environment and opportunities in the lots of the Property (hereinafter "Property Lots"), to insure the best use of the land and most appropriate ecological development and to prevent the erection of poorly designed and/or constructed improvements thereon.

NOW, THEREFORE, to accomplish its above-described desired and intentions, the Developer places the following Covenants and Restrictions upon the Property Lots.

ARTICLE I  
ARCHITECTURAL AND AESTHETIC CONTROL

001EN6434 0005 TRB \$22.00  
001EN6434 0005 CO LRM \$4.00

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 Developer until all lots have been sold and then in a committee designated by said Developer (hereinafter the "Committee") as set forth at Article 1.3 below.

1.2 Committee Purpose. The Committee shall have the authority to enforce the terms and provisions of this Declaration and to regulate the design, appearance, use and location of and maintain harmonious relationship among structures and the natural vegetation and topography.

1.3 Committee Composition. After the sale of all seven (7) lots, three (3) lot owners shall comprise the committee. The three (3) members shall each hold office for a term of three years or until a successor is appointed or elected as provided herein. The initial members of the Committee shall be appointed by the Developer or by his survivor. If the Developer is not living and competent to make an appointment or if the Developer or his survivor fails to make an appointment within sixty (60) days after written notice of a vacancy appointments shall be made by a majority vote of the Lot Owners. All future members of the Committee shall be elected by majority vote of the Lot Owners.

SCAC

95 FEB -8 P2:18

- (d) To preserve the aesthetic appearance of the Property, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented or installed by any Owner other than Developer, unless and until the plans therefor have been submitted to and approved in writing by the Committee.
- 1.5 Waiver Authority. The Committee shall have authority by a unanimous agreement of its members, to waive, in whole or in part, the restrictions set forth in paragraphs 2.1, 2.2, 2.4, 2.5, 2.7, 2.9, 3.2 and/or 3.4. Upon the written petition of any Lot Owner and after giving all other Lot Owners seven (7) days advance written notice of the meeting of the Committee to consider such petition, a two-thirds majority vote of all Lot owners may override the Committee's decision.
- 1.6 Committee Meetings.
- (a) Any meeting of the Committee pertaining to a petition under Paragraph 1.5 shall be held at a place accessible to all interested Lot Owners. The written notice required in Paragraph 1.5 shall indicate the location and time of the meeting.
- (b) 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  
PROPERTY LOT RESTRICTIONS**

2.1 Use.

- (a) All Property Lots shall be used for residential purposes only, and no Property Lot shall be occupied by more than one single family dwelling unit and an attached private garage for normal residential purposes. In addition, buildings, structures, and improvements compatible with residential use (e.g. a gazebo, greenhouse or playhouse (hereinafter "Accessory Buildings") sidewalks, a driveway, mailbox, deck, patio, courtyard, inground swimming pool, tennis court) may be constructed or placed on a Property Lot, provided approval of the Committee has also been granted for the structure or improvement prior to its construction or placement on the Property Lot. The Committee shall have final authority to determine that any structure is not compatible with single family residential use or the purposes and provisions of this Declaration.

(b) No commercial, retail, wholesale, professional or business activity shall be conducted or carried on from any Property Lot or in any structure on a Property Lots. The use of a portion of a Dwelling as an office by a Lot Owner shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic. The leasing of the entire Property Lot for residential purposes consistent with these Covenants shall not be a violation of this restriction.

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

2.2 Building Location. No dwelling, garage, recreational construction (e.g. inground pool or tennis court), structure or other improvement, except a driveway, sidewalks and natural improvements (e.g. trees), shall be built or located within the setbacks for the Property Lots as follows:

Lot 1 - Front = 75', Rear = 100', Sides = 50'  
 Lot 2 - Front = 75', Rear = 100', Sides = 50'  
 Lot 3 - Front = 75', Rear = 100', Sides = 50'  
 Lot 4 - Front = 75', Rear = 100', Sides = 50'  
 Lot 5 - Front = 75', Rear = 100', Sides = 50'  
 Lot 6 - Front = 75', Rear = 100', Sides = 50'  
 Lot 7 - Front = 75', Rear = 100', Sides = 50'

Except for the driveway, all buildings, recreational constructions, structures and improvements, shall, to the extent feasible, be located behind the dwelling.

The area upon which no dwelling, garage or structure shall be built shall be known as the setback area. To assure that dwellings and other structures will be located so that the maximum view and privacy will be available to each dwelling, all dwellings and other structures shall be located with regard to the topography of each lot. The Committee, by unanimous decision, may alter the defined setback area if consistent with the basic principles of good site inter-relationship.

2.3 Restriction on Further Subdivisions. Because the Developer believes the original sizes of the Property Lots are essential to maintaining the rural and aesthetic qualities of the Property, no Property Lot shall be further subdivided so as to form additional building lots within the Property. Two or more adjoining Property Lots or a whole Property Lot and a portion of an adjoining Property Lot may be consolidated as one Property Lot.



2.4 Dwelling Size. No dwelling shall be built or moved onto any Property Lot unless the dwelling has a ground floor living area of at least 2,000 square feet in a one-story, split-level or bi-level structure, or at least 2,800 square feet in a two-story structure, with the ground floor having no less than 1,500 square feet. The square footage referred to herein is exclusive of garages, breezeways, open porches or covered patios. The Committee shall have sole discretion to determine which dwelling size requirement applies to a proposed dwelling and whether those requirements have been met.

*SYZL  
Town Limitations*

2.5 Accessory Buildings. No more than two (2) Accessory Buildings will be allowed per lot. Design, construction and placement of such Accessory Buildings must be approved by the Committee. No Accessory Buildings may be constructed until the residential dwelling has been constructed on the Property Lot.

2.6 Storage. No recreational vehicle, bus, trailer, camper, motor home, tractor, truck (other than pick-up trucks), boat, fish shanty, snowmobile, snowplow, snowblower, unlicensed or inoperable vehicle, lawn mower, or untidy material (except during construction of a residence) shall be stored, kept or maintained on any Property Lot other than in the residential dwelling, garage or Accessory Building.

2.7 Fences or Windbreaks. No fence, wall, windbreak, hedge or other barrier shall be built or maintained on any part of any Property Lot unless it is a structural part of a dwelling or garage, around an inground swimming pool, or approved by the Committee. Chain-Link fences shall be specifically prohibited.

2.8 Signs. No sign of any kind shall be erected or maintained upon the roadway fronting on any Property Lot or upon any Property Lot within the Property, other than a sign no larger than 600 square inches either identifying the residential inhabitants of the dwelling on each lot or advertising the Property Lot for sale during such time as the Property Lot and dwelling are actually for sale. This restriction shall not apply to the Developer until such time as it has divested itself of ownership of the Property Lots.

2.9 Tree Planting and Removal. Developer encourages the planting and growth of trees. No tree with a trunk in excess of six (6) inches in diameter or a height in excess of three (3) feet shall be removed by any Property Lot owner without prior approval of the Committee, unless the tree is dead, diseased, or damaged by storm to a degree that the tree cannot recover, and provided the Lot Owner replaces the tree with a new tree of a similar type with a height of at least six (6) feet. Each Lot

Owner agrees to plant at least ten (10) new deciduous trees with a height of at least six (6) feet in the front setback area at the first available opportunity following construction of a dwelling on the Property Lot.

- 2.10 Mobile Homes. Mobile homes, whether temporary or permanent and regardless of appurtenances constructed or attached thereto, shall not be permitted on any Property 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.
- 2.11 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Property, nor shall any nuisance, noises, or odors be permitted to exist or operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Property Lot, and each Lot Owner, his family, guests, invitees, servants, tenants and agents shall refrain from any act or use of a Property Lot which could cause unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which could result in a cancellation of any insurance for any portion of the Property, or which would be in violation of any law or governmental code or regulation or a violation of this Declaration. Motorized off-the-road vehicles, including snowmobiles, go-carts and all-terrain vehicles, shall not be operated on any portion of the Property at any time. Refuse, garbage and trash shall at all times be kept in a covered container, which container shall be kept within an enclosed structure. No lumber, shrub or tree clippings or plant waste, metals, bulk materials, scrap, refuse, trash, of any kind shall be kept, stored or allowed to accumulate on any Property Lot, except that natural yard waste may be kept on a compost pile which is not visible from the roadway. If any Lot Owner, or his family, guests, invitees, servants, tenants, or agents, dumps or places any trash or debris upon any portion of the Property, the Lot Owner shall be liable to the Committee for the actual cost of removal thereof.

- 2.12 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Lot Owner upon any portion of the Property Lots, provided that a reasonable number of generally recognized house pets may be kept in Dwellings, subject to reasonable rules and regulations adopted by the Committee, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Upon the written request of any Lot Owner, the Committee may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Paragraph 2.12, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Committee shall have the right to require the owner of a particular pet to remove such pet from the Property if such pet is found to be a nuisance or to be in violation of these Covenants and Restrictions.
- 2.13 Lights. Each Lot Owner may place a coachlight between their dwelling and the roadway. All exterior lights must be approved by the Committee. All exterior lights, including the Coachlight, shall be soft and diffused lighting. No security lights or street-type lights shall be permitted on the Property Lots.
- 2.14 Firearms and Hunting. No one may hunt, trap or use firearms of any kind, on the Property. Each Lot Owner shall use his best efforts to enforce this prohibition.
- 2.15 Grass. Grass and ground cover shall be planted at the first opportunity in accordance with the landscape plan which has been approved as provided in Paragraph 1.4 (d). Grass on the Property Lot shall be maintained so that it appears neat and well kept in accordance with neighboring properties, except in the rear setback area.
- 2.16 Swimming Pools. Only inground swimming pools are permitted on the Property and only with the approval of the Committee.
- 2.17 Incinerator. Outside incinerators are not permitted on any lot without the approval of the Committee. No open fires shall be lighted or permitted on any Property Lot, except in a contained and attended barbecue unit or permanent fireplace.
- 2.18 Underground Utilities Service. All utility service, including but not limited to electric, gas, telephone and propane tanks, shall be underground. Satellite dishes, ham radio and TV/FM antennas, and other facilities for the reception of audio or visual signals, or similar uses, unless in an enclosed structure, may be erected or mounted only after receipt of written permission from the Committee. Permission shall only be granted after the Lot Owner submits a written request indicating the size and

- 2.19 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.
- 2.20 Construction Timing. Residential dwelling construction must be completed within twelve (12) months of the issuance of a building permit. The Committee, in its sole discretion, may require a contractor of a residential dwelling to post a payment and performance bond.

**ARTICLE III  
GENERAL PROVISIONS**

3.1 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, and thereafter for successive periods of ten years unless at least one year prior to the expiration of any such ten-year period of extended duration, this Declaration is terminated by a recorded instrument, directing termination, signed by a majority of the Lot Owners. Any provision contained in this Declaration which is subject to the rule against perpetuities shall remain in full force and effect for the period of 21 years following the death of the last survivor of the now living descendants of U.S. President George Bush, or until terminated pursuant to the previous sentence, whichever occurs first.

3.2 Enforcement. The Developers, Committee members, or any Lot 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. In the event a Lot Owner shall have breached the covenants or restrictions contained in paragraph 2.11 or 2.20 and the breach shall have continued for 15 days, then 30 days after prior written notice and the Lot Owner's failure to cure, the Committee, in addition to all other remedies provided by law or in this Declaration, may, at its election, take such action as is necessary, and as was indicated in the notice, to remedy the breach, and the Lot Owner shall immediately upon demand pay to the Committee the cost of remedying the breach, together with interest at the prime rate charged by Firststar - Sheboygan (or its successor) plus two (2%) percent from the date of the notice.

3.3 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, in whole or in part, then all parties shall be relieved of all obligations arising under such provision, but only to the extent it is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if such is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

3.4 Amendment. This Declaration may be amended at any time by a written instrument, executed so as to be recordable by the Lot Owners of not less than 100 percent of the Property Lots subject to this Declaration.

3.5 Acceptance and Cost of Enforcement. Each Lot Owner, by accepting an interest in any Property 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.

3.6 Notice. Wherever under this Declaration one party is required or permitted to give notice to another, such notice shall be deemed given when delivered in hand or when mailed by first class United States mail, postage prepaid, and addressed to the addressee at his notice address. The notice address for Lot Owners shall be the one given to the Committee and, if no address has been given to the Committee, the notice address will be at the street address of the Lot.

3.7 No Waiver. No consent or waiver, expressed or implied, by the Committee or the Developers to or of any breach of any covenant, condition or duty of Lot Owner, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty of Lot Owner, unless in writing signed by the Committee or the Developer.

3.8 Limitation of Liability. No approval of plans shall be construed, by implication or otherwise, as a representation that the plans, specifications, or standards will result in property designed improvements. All Lot Owners agree to hold the Developer and the Committee members harmless from any possible liability stemming from or relating to the approval of plans, or from any action or failure to act with respect to any matter referred to in this Declaration, unless such action or failure to act was arbitrary, capricious and malicious.



All Lot Owners hereby release the Developer and the Committee members from any liability for any loss or damage of any kind or for any injury to or death of persons or damage to property of Lot Owner or any other person from any cause whatsoever by reason of the construction, use, occupancy or enjoyment of the Property Lot or any buildings, structures, or improvements on the Property Lot by Lot Owner, his family, guests, invitees, servants, tenants, or agents, Lot Owner agrees to, and hereby does, defend, indemnify and save harmless the Developer and the Committee members from all claims, actions, demands, damages, costs and expenses and liability whatsoever, including reasonable attorneys' fees, on account of any such real or claimed loss or damage or liability, and from all claims and demands occurring in, or at the Property Lot, or arising out of the construction, use, occupancy or enjoyment of the Property Lot or any buildings, structures or improvements on the Property Lot or the use or enjoyment of the Commons.

#### ARTICLE IV LANDSCAPING EASEMENT

4.1 Easement. To provide for a consistent landscaping concept at the entrance to the Property facing Skylark Drive, a limited easement is granted to the Committee across the Northerly and Westerly twenty (20) feet of Lot 1 and the Northerly and Easterly twenty (20) feet of Lot 7 adjacent to said Skylark Drive and the Northerly 75 feet of Baronwood Way for improvement by the planting of trees, shrubs and/or flowers and the erection of entrance gates and gateposts.

#### ARTICLE V MAINTENANCE

5.1 Authority. The Baron's Woods Owners' Association, an unincorporated association, its successors and/or assigns (hereinafter the "Association"), shall consist of all of the owners of Property Lots, with one (1) vote per Property Lot regardless of the number of owners thereof, and shall meet at least annually as determined by the members thereof, having the exclusive authority to:

- a. maintain and make any improvements or human alterations to the easement area at Paragraph 4.1 or to any planting areas in the boulevard at the cul-de-sac of Baronwood Way;
- b. maintain (and replace, when and if necessary) the private interceptor sewer lying within the right of way of Baronwood Way and within the easement areas set forth in the Certified Survey Maps creating the Property and/or the Property Lots;
- c. obtain liability insurance if deemed necessary and feasible;

5.2 Assessment of Costs. All costs related to the authority of the Association under subparagraphs 5.1 (a), (b) and (c) shall be assessed in equal amounts against each Property Lot as originally created.

**5.3 Limitation on Assessments.** The annual assessments against each Property Lot under this Declaration shall not exceed the sum of \$100.00, except that assessments for maintenance or replacement of the private interceptor sewer shall not be so limited. The amount of this limitation on assessments may be modified by the Association if approved by five (5) or more of the Association's members at a meeting as set forth above.

Dated this 1st day of February, 1996.

Signatures and consents are set forth in full on the pages following and attached hereto.

