

**DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
FOR STONEBROOK CROSSING
ADDITION NO. 1**

**City of Sheboygan
Sheboygan County, Wisconsin**

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is executed by STONEBROOK CROSSING LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer", this 27th day of July 2021.

WHEREAS, the Developer is the owner of the real property in the City of Sheboygan, Sheboygan County, Wisconsin, under the name and plat of Stonebrook Crossing Addition No. 1 (hereinafter "Stonebrook Crossing") and more particularly described as follows:

Lots Fourteen (14) through Seventy-Eight (78), Stonebrook Crossing Addition No. 1, all located in the City of Sheboygan, Sheboygan County, Wisconsin

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

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

**Article I
Architectural and Aesthetic Control**

- 1.1 Architectural and Aesthetic Control Committee The administration of these protective covenants and restrictions, the authority to grant approval hereunder and the discretionary powers granted in this Declaration shall be vested in the Stonebrook Crossing Architectural and Aesthetic Control Committee (hereinafter the "Committee").
- 1.2 Committee Purpose The Committee shall have the authority to enforce the terms and provisions of this



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SHEBOYGAN COUNTY, WI

RECORDED ON

07/30/2021 03:59 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #

Cashier ID: 3

PAGES: 7

THIS SPACE RESERVED
FOR RECORDING DATA

RETURN TO:

STONEBROOK CROSSING LLC

4539 S TAYLOR DR

SHEBOYGAN, WI 53081

PARCEL IDENTIFICATION NUMBERS:

59281471054, 59281471055, 59281471056,
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Declaration and to regulate the exterior design, appearance, use, location, and maintenance of Stonebrook Crossing and of improvements thereon in accordance with the terms and provisions of this Declaration, and in such a manner as to preserve and enhance values while maintaining harmonious relationships among structures, natural vegetation and topography.

- 1.3 Committee Composition, Terms and Elections The Committee shall be composed of three members. The initial members shall be appointed by the Developer. Vacancies of one (1) or more of the initial members prior to the owners' right to elect replacement shall be filled by the Developer.

After all of the lots of Stonebrook Crossing have been sold by the Developer, control of the Committee shall transfer to the owners of the lots within a reasonable timeframe, who shall have the right to elect three (3) new members of the Committee. Except for the initial members (who hold office until the first election following the sale of all of the lots), members of the Committee shall hold office for three (3) years and until their successor is elected. The members of the Committee shall have no personal liability by reason of their acts as a Committee member.

To accomplish any elections of new members, the Committee shall solicit nominees from the owners of Stonebrook Crossing. Any position on the Committee shall be elected from the nominees by a plurality vote of all the owners. Vacancies will be filled by similar elections for new terms of three (3) years.

In the election of members of the Committee and in effecting an amendment or taking other actions under this Declaration, each lot or each unit if lot contains a two-family residence shall represent one (1) vote only.

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

- 1.4 Committee Approval No building or fixture shall be erected, placed, or altered (pertaining to external alterations or additions) until the complete plans, including elevations, specifications, and a site plan have been approved by the Committee.

In seeking Committee approval, no less than three (3) sets of any complete plans, elevations, specifications and site plan shall be submitted with one (1) set to each of the Committee members. A response address shall be submitted with the application.

The Committee's approval or disapproval shall be based upon, but not necessarily restricted to, (a) consideration of the quality of workmanship and materials, (b) harmony of external design with the site and existing structures, (c) suitability of proposed structures or improvements with respect to the topography, trees, or other natural characteristics of the lot, adjacent lots and improvements, and subdivision, and (d) compliance with provisions of this Declaration. The Committee shall have sole discretion to determine whether these requirements have been met.

If the Committee fails to approve or disapprove within thirty (30) days any plans submitted to it, they shall be deemed to have been approved.

Article II Use of Property

- 2.1 Lot Use All lots shall be used for residential purposes only, and no lot shall be occupied by more than one (1) single family residential building or one (1) two-family residential building, of not more than two-stories plus walkout basement (split-level may be three levels) together with all buildings and structures compatible with residential use, e.g. a gazebo. The Committee shall have final authority to determine that any structure is not compatible with single or two-family residential use.

Two-family residential buildings, including zero lot line buildings, are only allowed on lots that meet the City of Sheboygan's zoning requirements.

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

- 2.2 Restrictions on Further Subdivisions No lot shall be further subdivided to form additional building lots within the platted area of Stonebrook Crossing other than a lot may be subdivided to make two (2) lots in the case of a two-family residential building using zero lot line zoning.

- 2.3 Dwelling Size & Setback Each lot has a minimum residential building square footage requirement. The square footage requirement is exclusive of garages, breezeways, basements, open porches, and covered patios. One and a half story square footage and split-level square footage is the same as a two-story total square footage requirement. All garages shall be designed integrally with and attached to the primary residential dwelling and have a minimum of two (2) car garage sizing per building. A two-family building must have a minimum of a single (1) car garage for each building unit. The Committee shall have the right to waive all or any part of the square footage requirements if the building to be built has architectural merit in the opinion of the Committee.

Minimum residential building square footage requirements per dwelling unit per lot is as follows:

<u>Lots</u>	<u>Dwelling Type</u>	<u>One-Story (Ranch)</u>	<u>Two-Story</u>
14-37, 43-45, 56-78	Single Family	1,300 Sq. Ft	1,500 Sq. Ft.
38-42, 46-55	Single Family	1,650 Sq. Ft.	1,850 Sq. Ft.
Any lots allowed per city zoning*	Two-Family	1,000 Sq. Ft. per unit	1,200 Sq. Ft. per unit

**For clarification, certain lots may allow for either a single family or a two-family home to be built on them based on current City of Sheboygan zoning.*

No dwelling, garage, or other structure shall be built on any lot less than the City of Sheboygan zoning standards for setback area. The front, side and rear yard area which no dwelling, garage or other structure shall be built shall be known as the setback area. All setbacks are per plat, zoning, city and/or county ordinance. Each property owner is responsible for maintaining all surveyed markers.

- 2.4 Storage No recreational vehicle, boat, trailer, snowmobile, fish shanty, unlicensed or inoperable automobile, machinery, bus, 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 other than in the dwelling,

residential garage or accessory building. A recreational vehicle, boat, trailer, snowmobile, or similar recreation item may be kept on the property for temporary periods incidental to their usage (i.e. loading, unloading, cleaning).

2.5 Exterior Building and Site Improvements

All front elevations shall strive for a variety of finish materials to make the front elevation architecturally interesting through the use of some of the following: different siding materials, wider window and/or door trim, eyebrow roofs or gable returns, overhead door windows, stone or brick, front porches or other different materials or design methods with the approval at the sole discretion of the Committee.

The primary building roof must have a minimum 5/12 pitch, with a minimum 12" main and gable overhang.

No fence, wall, windbreak, or other barrier (hereinafter the "Fence") shall be permitted except in the rear yard or around in-ground pools. The rear yard is to start at a rear corner of the house that is closest to a side lot line. No Fence located in any part of the rear yard shall be in excess of six (6) feet (excluding posts), except any portion of Fence located either between the rear corner of the house and the side lot line, or facing a street, shall not be in excess of four (4) feet (excluding posts). This height restriction does not apply to Fences that are a structural part of the dwelling. No Fence is allowed in the front yard or street yard (if a corner lot). Design, construction and placement must be approved by the Committee. A chain link fence may be allowed if it is constructed of a colored/painted/coated material and not more than four (4) feet in height in any location. All Fences shall be kept in good repair. Any Fence would also need to be per City of Sheboygan building and zoning ordinances, including obtaining the necessary permit.

Pools are allowed and need to be per City of Sheboygan ordinance. Pool fencing, in addition to the above standards, shall be at least the minimum height required by zoning or code, or in the case of decking, attached to the deck area.

All lots must be kept clear and free from trash, and other materials. Trash containers shall be screened from view. Care should be taken to maintain a pleasant overall look to the subdivision.

Exterior lighting shall be located so that they are not excessively offensive to neighboring lots.

Satellite dishes and television antennas are allowed if mounted on the rear half of the home and under forty inches (40") in size. If over forty inches (40") in size, written permission from the Committee is required, at the sole discretion of the Committee. No other type of exterior antenna is allowed.

Solar electric panels cannot be located in the front or side yard, and can be mounted on the roof if parallel with the roof system (e.g. at the same roof pitch), and written permission from the Committee is required, at the sole discretion of the Committee. Solar shingles are allowed with written permission from the Committee, at the sole discretion of the Committee.

2.6 Signs No sign of any kind shall be displayed on residential properties other than a home builder's sign at initial construction or a sign for advertising the property for sale during such time as the lot or dwelling is actually for sale. The Developer is allowed subdivision signage and may erect a permanent monument sign identifying the

subdivision.

- 2.7 Accessory Building No more than one (1) accessory building, of not more than one hundred sixty-eight (168) square feet and one (1) story in height, will be allowed per lot. Design, construction and placement of such accessory building must be approved by the Committee, and of similar workmanship and materials as the home. No accessory building may be constructed until the residential dwelling is constructed on the lot. A gazebo does not count as an accessory building.
- 2.8 Mobile Homes Mobile home or manufactured housing, whether temporary or permanent, shall not be permitted on any lot. The Committee shall make the final determination whether a structure is a mobile home or manufactured housing and such decision shall be based upon an understanding that a structure that at any time was a mobile home or manufactured housing, shall at all subsequent times be considered a mobile home or manufactured housing.
- 2.9 Noxious Activities and Firearms No noxious or offensive activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot. Use of firearms of any kind is prohibited on any lot or in any structure within Stonebrook Crossing.
- 2.10 Animals No livestock, poultry or animals other than household pets shall be kept or stabled, and no pets shall be bred, raised or otherwise dealt with as a hobby or for commercial purposes on any lot.

Article III General Provisions

- 3.1 Construction Timing No residential building construction shall remain unfinished on the exterior for more than twelve (12) months following the issuance of a building permit.

3.2 Landscaping

All lots must be landscaped (i.e. seed, sod, mulch) within one (1) year of the occupancy of a dwelling for residential purposes. All sold lots must be maintained (i.e. grass cut, weeds controlled) by the owner. After gaining occupancy, the lot owner is responsible for installing and maintaining erosion controls, including the time period before the establishment of a finished lawn. It is recommended that all lots have at least one tree planted in the front yard.

Final grading must be kept to the requirements of the subdivision's master grading plan. As part of the grading and landscaping of each lot, no part of any drainage easement or swales shall be filled or altered in any way without approval of all the necessary governing bodies. Swales include any that are in recorded easements in the plat, as well as any that are shown in the master grading plan, including ditches along the road. No trees, shrubs or planting beds of any kind shall be planted within any areas designated for drainage. No accessory structures shall be constructed within any designated drainage areas. The driveway culvert is the responsibility of lot owner to maintain.

- 3.3 Easements The Developer reserves to itself the right to record drainage easements and to implement improvements in these easements as necessary to properly provide drainage to all lots within Stonebrook Crossing. The Developer reserves the right for a period of three (3) years after sale of lot from Developer to

owner to grant utility easements to utility providers for utility purposes over, upon or across all lots in Stonebrook Crossing whether owned by the Developer or third parties. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all lot lines and may involve plant removal and grading within such areas.

- 3.4 Duration of Protective Covenants and Restrictions The protective 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 twenty (20) years from the date this Declaration is recorded, after which time the protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years, provided amendment has not been made as specified by paragraph 3.8 of this Article.
- 3.5 Enforcement The Committee or any owner shall have the right to enforce, by any proceeding at law or in equity, all protective 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. Any violation of these restrictions which exist for a period of three (3) years or more without protest being received by the lot owner of such violation, shall not be considered a violation thereafter and any lot owner or other party shall be forever barred from proceeding under the provisions of this Declaration.
- 3.6 City Ordinances This document is not intended to replace any ordinances presently existing or adopted at any future date by the City of Sheboygan, or other applicable agency. In the event of a conflict between these restrictions and an ordinance, the more restrictive of the two shall apply.
- 3.7 Severability Invalidity of any one of these protective covenants or restrictions by judgment, court order, or change of law shall in no way affect any other provision which shall remain in full force and effect.
- 3.8 Amendment

Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such a manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, executed solely by the Developer or its successors or assigns, until such time as the Developer or its successors or assigns no longer owns fifty percent (50%) of the lots within Stonebrook Crossing.

This Declaration may be amended or modified, in whole or in part, at any time by a written instrument executed so as to be recordable, by owners of not less than seventy-five percent (75%) of the lots and if two-family on a single lot, then each unit of the two-family shall count as one vote, subject to this Declaration, provided however that the Developer must consent to any such amendment or modification as long as the Developer owns any lots within the subdivision.

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

IN WITNESS WHEREOF, the Developer has executed this Declaration on the date indicated previously.

Stonebrook Crossing LLC
A Wisconsin limited liability corporation

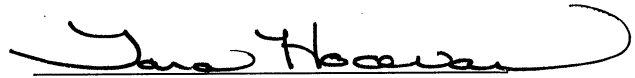


By: Robert J. Werner, President

ACKNOWLEDGEMENT

State of Wisconsin }
 }SS.
County of Sheboygan }

Personally came before me this 27th day of July 2021, the above named Robert J. Werner, President of Stonebrook Crossing LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Tara Hocevar
Notary Public, State of Wisconsin
Commission Expiry 11/21/2023

This instrument was drafted by Stonebrook Crossing LLC