

**PROTECTIVE COVENANTS FOR LAKESHORE ESTATES WEST II,
VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN**

WHEREAS, the owners contemplate the sale and transfer of various parcels and lots in the following described real estate situated in Calumet County, Wisconsin to wit:

Lots Eighty-One (81) thru and including Lot One Hundred Fifty-Three (153), Lakeshore Estates West II, Village of Sherwood, Calumet County, Wisconsin.

AND, WHEREAS, such owner believes it advisable to establish protective covenants and restrictions which will preserve and protect the desirability, beauty and value of the above described property for the benefit of all the owners thereof and their heirs, personal representatives, successors and assigns.

NOW THEREFORE, in consideration of the aforementioned purposes, it is agreed that the following protective covenants and restrictions are established and binding upon the above described property:

1. **PURPOSE.** The purposes of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to insure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners.

2. **LAND USE AND BUILDINGS.** All lots will be used for single family dwellings only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height, not including a walk-out basement, and a private attached garage for not more than three cars. All homes must have a roof with a minimum of a 5/12 pitch. All one-story structures having a ground floor area, exclusive of one-story porches, garages and sun porches, of less than 1750 square feet must have a roof with a minimum of a 6/12 pitch. The lowest floor exposed or open to the pond, for homes on lots 81 thru 88, shall have a minimum elevation of 783.0, based upon the datum used for this subdivision. All exposed concrete on porches must have brick or stone veneer face. Landscaping must be completed within one year of construction of home. Permanent lawns must be established with grades in conformance with the approved drainage plan within one (1) year after initial occupancy of any home. All homes must have an attached garage.

3. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot except: (1) one professional sign of not more than one square foot; (2) one sign of not more than five square feet advertising the property for sale; (3) one sign of not more than ten (10) square feet used by a builder to advertise the property during the construction and sales period.

5. **SIDEYARDS & SET-BACKS.** All setbacks and sideyards for all lots in this subdivision shall conform to the current Village requirements for property zoned R1A. No part of any building can be closer than 10 feet to any electrical transformer or pedestal, and no door of any kind can be closer than 20 feet to any electrical transformer or pedestal.

6. **BASEMENT AND GARAGE CONCRETE.** All homes shall have basements and all garages shall have standard four-foot foundation walls.

7. **COMPLETION.** All homes and garages shall be completed before home is occupied, except for the interior of the lower level of split-levels, and ranches.

8. **USED BUILDINGS.** No used building shall be moved onto any lot.

9. **HEIGHT.** No dwelling shall exceed two and one-half stories in height above the finished grade level, not including walk-out basements.

10. **TEMPORARY STRUCTURE.** No structure of a temporary nature, trailer, tent, shack, barn or similar structure shall be permitted on any lot either temporarily or permanently. No structure other than a fully completed residence shall be occupied.

11. **TRASH.** All trash and waste shall be kept in sanitary containers.

12. **MINIMUM FLOOR PLAN SIZE.** For Lots 81 thru 88 and for Lots 90 thru 94 and for Lots 122 thru 133, the ground floor area of the main structure, exclusive of one-story open porches, garages and sun porches, shall be not less than 1,700 sq. ft. for a one-story structure. For a one and one-half, two or two and one-half story structure, the ground floor area of the main structure, exclusive of one-story open porches, garages and sun porches shall be not less than 1,350 sq. ft. and the total square footage of both floors shall be not less than 2,150 sq. ft. For split levels and quads, the floor area of the main structure, exclusive of one story open porches, garages and sun porches, shall be not less than 800 sq. ft. Above ground floor area shall be not less than 800 sq. ft. and below ground floor area shall be not less than 800 sq. ft., excluding basement level; For a raised ranch, the floor area of the main structure, exclusive of one-story open porches, garages, and sun porches shall be not less than 1,550 sq. ft.

12. (Cont.) **MINIMUM FLOOR PLAN SIZE** . For Lots 89 and for Lots 95 thru 121 and for lots 134 thru 153, the ground floor area of the main structure, exclusive of one-story open porches, garages and sun porches, shall be not less than 1,550 sq. ft. for a one-story structure. For a one and one-half, two or two and one-half story structure, the ground floor area of the main structure, exclusive of one-story open porches, garages and sun porches shall be not less than 1,200 sq. ft. and the total square footage of both floors shall be not less than 2,000 sq. ft. For split levels and quads, the floor area of the main structure, exclusive of one story open porches, garages and sun porches, shall be not less than 700 sq. ft. Above ground floor area shall be not less than 700 sq. ft. and below ground floor area shall be not less than 700 sq. ft., excluding basement level; For a raised ranch, the floor area of the main structure, exclusive of one-story open porches, garages, and sun porches shall be not less than 1,400 sq. ft.

13. **GRADES**. All grades shall be in accordance with the approved drainage plan.

14. **PETS, LIVESTOCK AND POULTRY**. No animals, livestock, poultry, fowl, reptiles, or pigeons of any kind shall be raised, or bred, or kept on any lot with the exception of a dog or cat, which shall be limited in number to a total of two in any one household, or goldfish, a parakeet, or a hamster, provided that said pets are not kept, bred, or maintained for any commercial purpose. However, nothing contained herein shall be construed to permit the keeping of any dog, cat, or other pet which shall in any way constitute a nuisance.

15. **DIVISION OF LOTS**. No lots shall be resubdivided to create a larger number of lots and not more than one residence shall be erected or constructed upon any lot.

16. **EXCESS MATERIAL**. No excess material shall be removed from the subdivision without the consent of the Subdividers.

17. **FENCES**. No fences of any kind are allowed around the property lines of any lot in this subdivision. Only fences which are required for security reasons around swimming pools shall be allowed. The fence shall not be more than fifteen (15) feet beyond the waters edge of the pool.

18. **ACCESSORY BUILDINGS**. No accessory buildings are allowed.

19. **VEHICLE STORAGE**. All campers, recreational vehicles, boats, trailers, and garden tractors must be stored inside. No bus, large truck or semi tractor and/or trailer shall be parked anywhere within the exterior boundaries of this subdivision or any and all phases or additions to the Lakeshore Estates Development.

20. **SIDE BY SIDE LOTS**. No contractor, expeditor or realtor may buy two lots side by side, unless house plans are submitted to the subdividers for approval.

21. **LOT ACCESS.** During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to the adjacent lots or ditches, the owner of the home under construction shall restore or pay the developer for the restoration of said property to its pre-damaged condition.

22. **FOUNDATION GRADE.** The lot owner or an authorized representative shall notify the developers Engineer, Schuler & Associates, Inc. at (920) 734-9107 three (3) working days before excavation begins for the foundation so arrangements can be made for the ground elevation at the foundation to be established in the field. A proposed site plan and building plan shall be provided to Schuler & Associates, Inc. three (3) working days before excavation begins

23. **EASEMENTS.** Easements for the installation and maintenance of utilities and drainage facilities are reserved within the dedicated roadways, drainageways and areas as shown on the recorded plat. Easements are hereby granted by Lakeshore Estates, Ltd. to the Village of Sherwood their respective successors and assigns to construct, install, operate, maintain and replace from time to time storm sewers, storm water drainage easements and storm water detention ponds all in, over, under, across, along and upon the areas as shown on the final plat.

24. **STORM SEWER, STORM WATER DRAINAGE AND STORM WATER DETENTION EASEMENTS.** These easements, as shown on the final Plat of Lakeshore Estates West II, have been graded in accordance with the approved drainage plan and shall not be regraded for any reason without the prior written consent of the Village Board of the Village of Sherwood. These areas shall be for the exclusive use of the lot owner and can be used as an open area for any and all activities. No buildings or structures of any kind can be erected on these easements. The storm water inlets or catch basins which are located between lots 90 and 91 and between lots 93 and 94 and between lots 95 and 97 and between lots 98 and 99 and between lots 104 and 105 and between lots 107 and 108 and between lots 111 and 112 and on lot 123 and between lots 123 and 124 and on lot 126 and on lot 128 and on lot 130 and between lots 130 and 131 and between lots 132 and 137 and on lot 138 and between lots 145 and 146 and between lots 150 and 151 shall be kept clear of paper, leaves, etc.. by the lot owners adjacent to each storm water inlet so that in the event of a storm, the inlets will allow the storm water to enter. It shall be the responsibility of the owners of all lots in Lakeshore Estates West II to clean, maintain and or repair the storm sewers, storm drainage easements and storm water detention areas which are outside of the street rights-of-way or within the boundaries of the lots. In the event these storm drainage systems require cleaning, maintenance and or repair, and this work is not taken care of by the owners of the lots, the Village of Sherwood shall have the right to enter onto the property, and perform the required cleaning, maintenance and or repair. The Village shall repair the lawn areas to the condition equal to that which existed prior to their entering onto the property and have the right to assess all lot owners in Lakeshore Estates West II subdivision an equal share of the cost for said cleaning, maintenance and or repair.

25. **STORM WATER DETENTION.** In the areas shown on the final plat as Storm Sewer, Storm Water Drainage and Storm Water Detention Easements, owners of lots 89 thru 103 and lots 116 thru 120 and lots 122 thru 126 and lots 128 thru 143 are to be aware that in the event of a heavy rainfall, these areas are designed to serve as Storm Water Detention Ponds and will hold water for a reasonably short period of time during and after the rainfall. The reason for this design is to protect the areas downstream from extreme Storm Water Runoff. This is a protective measure required by the Village of Sherwood. It is estimated that under normal conditions this ponding might occur on an average of once every two years and last for several hours after the rainfall has stopped.

26. **BIKING/WALKING TRAIL.** Owners of all lots along Nature's Way Drive are hereby notified that the possibility exists that a biking/walking trail may be constructed within the right-of-way of Nature's Way Drive between the back of the curb and the street right-of-way line. If constructed, the trail will be built on whatever side of the pavement is deemed most acceptable to the Village Board of the Village of Sherwood.

27. **TERMS.** The covenants and restrictions herein contained except for the irrevocable covenants and restrictions on the natural reserve area, shall be in effect until January 1, 2023, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in the following paragraph.

28. **AMENDMENT.** These covenants and restrictions, may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written declaration setting forth such amendment, etc., which has been executed by the owners of at least 50% of the lots in said Plat, in such form as to entitle it to be recorded in the Register's Office for Calumet County, Wisconsin provided, however, that such amendment, etc., to be effective shall require the written approval, in recordable form of the original platters, so long as they own any of the lots in this Plat; further provided, however, that the written approval of the original platters shall not be required if the only lots they own are for their personal residential purposes.

29. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by the owners of lots within the subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain a violation or to recover damages.

30. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Lakeshore Estates, LTD., has caused these presents to be signed by Thomas E. Schuler, its President, and countersigned by Robert E. Wittmann, its Secretary, at Appleton, Wisconsin, on this 14TH day of MARCH, 2003.

Thomas E. Schuler
Thomas E. Schuler - President

Robert E. Wittmann
Robert E. Wittmann - Secretary

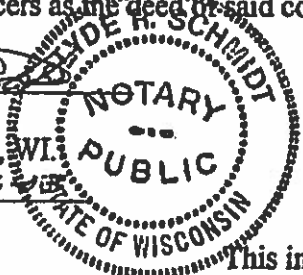
STATE OF WISCONSIN)

ss.

OUTAGAMIE COUNTY)

Personally came before me this 14TH day of MARCH 2003, Thomas E. Schuler, President and Robert E. Wittmann, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation and acknowledge that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Clyde R. Schmidt
CLYDE R. SCHMIDT
Notary Public, OUTAGAMIE Co., WI.
My Commission Expires 10-26-03



This instrument was drafted by:
Thomas E. Schuler
2711 N. Mason St., Suite F
Appleton, WI. 54914