

**GLACIAL ESTATES
COVENANTS AND RESTRICTIONS**

The Owners of all of the property located in what is known as Glacial Estates being a parcel of property in the NE 1/4 of the NW 1/4, S. 20, T. 16 N., R. 21 E., as more particularly shown on the map attached hereto as Exhibit "A", having decided to set out their agreement as the use of such property, do agree as follows:

1. There is hereby created a property owners committee to be known as the "Glacial Estates Owners Committee" (hereinafter referred to as the Committee). The purpose of this Committee shall be: (A) To maintain the private road running through said lots; and (B) To enforce either in its own name or in the name of any owner or owners, the provisions of these covenants and restrictions.

2. The Committee shall be composed of three members. The majority of the Committee shall have the authority to meet and act on behalf of the Committee. The initial members shall be Timothy H. Piper, Todd L. Smith and Tracy L. Suemnicht. At the initial committee meeting, the Committee members shall draw lots to determine whether they have a 1, 2 or 3 year term. Thereafter, members of the Committee shall hold office for terms of three years and until their successor is elected.

3. There shall be an annual meeting of all property owners to review the decisions and actions taken by the Committee and to advise the Committee and elect new members to the Committee. The annual meeting shall be held on the second Wednesday of September each year at a time and place to be designed by the Committee or such other date as the prior annual meeting or Committee may set. Election of new Committee members will be by a simple majority vote of those property owners present at the annual meeting with the owner of each lot being allocated one vote. Committee members must be property owners who have owned their property for at least two years.

For purposes of voting, signing agreements and levying assessments, i.e. including paragraphs 3, 20, 21, 23 and 26, the term "property owners" refers to the owners of a property in the subdivision with each lot shown on the attached map having one vote.

4. All lots shall be used for residential purposes only. Lots as shown on the attached map may not be divided further without the written consent of the owner of 75% of the lots. It is specifically understood and agreed that Lots 5, 6 and 7 may be affected by a relocation of S.T.H. 67 and those lots may thereafter be redrawn but in no event shall there be more than 3 lots in such area and the minimum lot size shall be 2 acres.

5. No building shall be erected more than two and one-half stories in height and there shall be no underground or geodesic homes.

6. No commercial, rental, wholesale, professional or business activities shall be conducted or carried on, on any lot or in any structure as a regular activity. This does not prohibit use of a phone or desk in the home for business purposes but does prohibit use of the home as an office for clients, shop, etc.

7. No trailer, basement, tent, shack, garage, or any other type of temporary or permanent out-building, other than a single residential garage which shall not exceed 24 x 30 feet with a maximum sidewall height of 10 feet.

8. No animals other than domestic household pets shall be kept on any lot. No bus, trailer, boat, unlicensed or inoperable automobile, machinery, construction material (other than during construction or remodeling of a dwelling), or any other debris, junk, or unsightly materials will be stored, kept, or maintained on any lot other than in the dwelling or in the residential garage.

No noxious or offensive activities 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. Trash, garbage, or other wastes shall not be kept except in sanitary containers which shall be properly screened from public view.

X 9. No dwelling, garage, or other structure shall be built on any lot less than thirty-five feet from any lot line fronting on any general access road or less than twenty feet from any other lot line. The area upon which no dwelling, garage or other structure shall be built shall be known as the set-back area.

10. No fence, wall, windbreak, ditch or any other barrier in excess of four feet in height shall be built or maintained in the set-back area, nor in excess of six feet on any other part of any lot unless it is a structural part of a dwelling or garage. This does not apply to ornamental stone or split log fences in the front of the property subject to approve by the Committee.

11. No signs of any kind shall be erected or maintained upon any lot except as follows: one identifying the residential inhabitant of the dwelling on each lot; a sign advertising the property for sale during such time as the lot and dwelling are actually for sale; normal and customary political signs within 30 days of the election; and, garage or auction sale signs within 3 days of the event; normal fire number or street number signs.

12. It is understood that this property is located in a rural area adjacent to farms. Purchaser of lots in the subdivision understand that odor, dust or other nuisance resulting from farming

practices carried out in good faith by said nearby landowners, their lessees or agents is normal in such areas.

13. No dwelling shall be built on any lot that does not have a ground floor living space of 1400 square feet or more in a one story structure; a ground floor ~~living space of 1100 square feet~~ and a total living space of 1400 square feet or more in a split level structure; or a ground floor living space of 750 square feet and total living space of 1400 square feet or more in a two story structure. The square footage referred to herein shall be exclusive of garages, open porches or covered patios. The Committee shall have the right to waive all or part of the square footage requirements if the house to be built has superior architectural merit in the opinion of the Committee. No more than one principal structure shall be erected per lot and such structure shall be either a one or two family residence.

14. All electric cables, telephone lines, pipes, or other sorts of utility conduits shall be laid underground.

15. The finished exterior construction of any dwellings built on said lots shall be completed in no more than one year's time from the date of the commencement of construction of said dwelling.

16. No building shall be erected, placed or altered until the complete plans and specifications thereof, in a complete site plan have been approved by the Committee. The Committee's approval or disapproval shall be based upon, but not necessarily restricted to, consideration of quality of workmanship and materials, harmony of external design with the site and existing structures, and the suitability of proposed structures or improvements with respect to typography, trees or other actual characteristics of the affected lot or adjacent lots and improvements thereon.

17. The Committee's approval or disapproval of the plans submitted to it shall be in writing. If the Committee fails to approve or disapprove any plans submitted to it within thirty days they shall be deemed to have been approved.

18. Any fill removed from any lot during the course of excavation or construction shall not be removed from the development area except with the prior permission of the Committee. Said fill shall be deposited in such places as may be reasonably directed by the Committee within said development.

19. The Committee shall have authority by unanimous agreement to waive in whole or in part restrictions set forth in paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 on the written petition of any lot owners after giving all other lot owners seven days advance notice of the meeting of the Committee to consider such petition. At this meeting any interested lot owner may appear and be heard.

WELLS

20. The wells for most of the lots in Glacial Estates have already been sited by governmental authorities and most are intended to serve two lots. The lot owners will execute shared well agreements providing for sharing of utility costs and repair or replacement expenses of common portions or their water supply systems. The first "developer" of a lot served by a shared well shall be entitled to one-half of the cost of the well upon the other lot being developed with a residence. Each party shall have their own pump and the "new" party shall be responsible for his or her own hook-up and piping from the well but is not responsible for any of the water piping of the first site developer from the well to the first developers residence.

ROAD MAINTENANCE, OWNERSHIP AND ACCESS

21. Each owners of property in the development shall have access to County Highway "FF" over what is now the 50 foot wide private road right of way on said development, which right of way is described on the attached "Exhibit A" and is made a part of these covenants and restrictions by reference.

22. The Committee shall have the power to levy a general annual charge or assessment against the owners of property in the development for the purposes of maintaining such portion of the private road as may remain a private road from time to time except that Outlot 1 shall not be liable therefor since it does not front on such roadway. Decisions as to the amount of the assessment and the type of maintenance to be provided to said road shall be made by the Committee. Such maintenance may include lighting, snow plowing, repairs, paving, etc. It does not include maintenance of private driveways from the road to the owners home. ~~It is understood that Glacial Hills Development will put a binder coat on the road following the planned work on STH "67" and after 75% of the lots are developed, but the application of a top coat and any further work shall be the expense of the lot owners and shall be assessed hereby.~~ Said assessments or charges shall be payable on or before the first day of April of each year. In the event any annual payment is not made on or before said date, it shall accrue interest at the rate of 10% per annum thereafter.

On or before June 1st of each year the Committee shall file with the Register of Deeds for Sheboygan County a list containing a description of each lot on which an assessment or charge has not been paid; the amount unpaid; and the name of the owner. Upon recording of this list, the amount assessed upon each person described therein, with interest accrued as set forth herein, shall become and constitute a lien on each parcel so described. Said lien may take precedence only over any lien which is thereafter created. The Committee may foreclose on a lien so created in the same manner as a mechanics lien is enforced in the State of

Wisconsin; provided, however, nothing contained herein shall limit the Committee's right to proceed in any other manner provided for by these covenants and restrictions and provided that the Committee's rights to foreclose on such liens shall continue for 10 years from the date of filing. Any lien so filed may be released by the Committee by a written instrument delivered to the Register of Deeds.

23. The private road on the premises subject to these declarations shall be maintained by the Committee and each owner of the property in the development shall pay his proportionate share of the Committee for the maintenance of said road. Each property owners except the Owner of Outlot 1 shall share equally in the cost of maintaining said road regardless of the distance said lot may be located from Highway "FF". At such time as every original lot is served by a public highway the lot owners obligation to support the maintenance of the private road shall cease.

24. Each property owner has an easement for ingress and egress and utilities over said roadway described on the attached "Exhibit A" and each property owners' lot(s) are subject to such easement. It is further understood that the property owners will cooperate in conveying the right of way to the township at such time as the Committee so petitions and the township or other public body would accept the right of way as a public highway.

SCOPE AND ENFORCEMENT OF RESTRICTIONS AND COVENANTS

25. The restrictions herein contained shall be deemed to be covenants running with the land which shall be binding on all parties and persons having an interest in the land affected hereby for a period of 25 years from the date this Declaration of Restrictions is recorded after which time this Declaration of Restrictions shall be automatically extended for successive periods of 20 years by the re-recording of this document or a copy thereof unless an instrument signed by the persons owning a majority of the land in this subdivision has been recorded changing said covenants; provided however, that the easements and agreements herein as regards road right-of-ways and utilities are granted in perpetuity.

26. Enforcement of these covenants shall be by proceedings at law or equity either to restrain such violations and/or recover the damages, against any person or persons violating or attempting to violate these covenants and restrictions. Such action maybe brought by the Committee or by any lot owner or group of lot owners. It is provided that no action shall be commenced to remove a building unless such action is committed within one year of completion of the building.

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