



SETTLERS POINTE SUBDIVISION

OOSTBURG, WI



FIELDtree
CUSTOM CONSTRUCTION

PROTECTIVE AND RESTRICTIVE COVENANTS FOR SETTLERS POINTE

WHEREAS, Settlers Pointe is a subdivision, recorded in Volume 15 of Plats, on pages 323/324 as Document No. 2151292 in the office of the Register of Deeds for Sheboygan County, Wisconsin,

WHEREAS, Oostburg Concrete Products, Inc. is a Wisconsin corporation and is the owner of Lots One (1) through Seven (7) in said Settlers Pointe and is desirous of imposing protective and restrictive covenants as further set forth hereinafter below for purposes of insuring the orderly development of the subdivision, prohibiting nuisances and other land use that might affect the desirability of the subdivision as a residential area, and to insist that the subdivision will become and remain an attractive development.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, Oostburg Concrete Products, Inc. adopts the following protective and restrictive covenants:

1. **Definitions.**

a. Family shall mean one or more than one person, living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption or marriage.

b. Single family dwelling shall mean a home containing one (1) residential living unit as defined by the zoning ordinances of the Village of Oostburg or any successor thereof.

c. Two family dwelling shall mean a home containing two (2) residential living units as defined by the zoning ordinances of the Village of Oostburg or any successor thereof.

d. Lot shall mean and refer to a platted, numbered lot in the subdivision as set forth on the plat of the subdivision filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.



DocId:8644476

Tx:4480255

2151293

SHEBOYGAN COUNTY, WI

RECORDED ON

06/06/2023 10:48 AM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #

Cashier ID: 7

PAGES: 4

Name and Return Address

Attorney Joshua D. McKinley
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081

2. **Dwellings.**

a. **Square Footage Requirements for One Story Dwellings.**

I. A one-story dwelling shall have a minimum of fourteen hundred (1,400) square feet of living space, exclusive of garage, porch, breezeway, or other structure.

II. A two-story dwelling shall have a minimum of seventeen hundred (1,700) square feet of living space, with a minimum of one thousand one hundred (1,100) square feet on the first floor, exclusive of garage, porch, breezeway, or other structure.

b. **Square Footage Requirements for Two Family Dwellings.**

If a two family dwelling is permitted in the subdivision, it shall have a minimum of one thousand forty (1,040) square feet of living space in each of the two residential living units, exclusive of garage, porch, breezeway or other structure.

c. Basements and/or crawl spaces are not to be included in the computation of living space.

3. **Requirement for Dwellings.**

a. No builder or general contractor may be engaged to construct improvements on any lot unless approved in advance in writing by Oostburg Concrete Products, Inc., or its assigns.

b. No foundation, flat concrete work or masonry may be done on any lot except by Oostburg Concrete Products, Inc., or its assigns.

c. No lots shall be used except for residential purposes.

d. No building except for a detached storage building not occupying more than 150 square feet (as may be allowed by the Village of Oostburg code) may be erected, altered, placed, or permitted to remain on any lot other than the dwelling unit(s), which dwellings unit(s) shall not exceed two and one-half stories in height, excluding basement, and shall include an attached garage of not less than two car spaces.

e. No manufactured dwelling, manufactured home or mobile home may be placed on a lot in the subdivision.

f. All setbacks must meet the Village of Oostburg's requirements and appropriate permits must be granted. The cost of any sidewalk shall not be the responsibility of Oostburg Concrete Products, Inc., but shall instead be born by the purchasers of the individual lots.

4. **Lawns.** The front lawn must be seeded or sodded within one (1) year after the date the dwelling is occupied by the first owner.

5. **Ground Fill on Building Site.** Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, all fill shall be in accordance with the site plan approved by the Village of Oostburg. It shall be ground fill free of waste material and shall not contain any noxious material. All fill material shall be leveled immediately after completion of the dwelling on the site. Any excess fill shall be removed from the building site and deposited as directed by the developer, Oostburg Concrete Products, Inc.

6. **Completion of Construction.** All buildings shall be completed within twelve (12) months of the date of commencement of construction.

7. **Nuisances.** No noxious odors shall be permitted to escape from any building site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any building site. Outdoor lighting shall be so placed, shielded and directed as not to constitute a nuisance, invasion of neighborhood privacy, or a traffic hazard in the community.

8. **Signs.** No sign of any kind shall be displayed to the public view of any lot, except one professional sign of not more than five (5) square feet advertising the property for sale or rent and/or one sign identifying the occupants of the residence of not more than three (3) square feet. All signs shall be located at least ten (10) feet back from the front curb line.

9. **Temporary Structures.** Temporary structures of any kind are prohibited.

10. **On Site Construction.** No house or other structures shall be moved from another location and placed on a lot in the subdivisions.

11. **Garbage and Refuse Disposal.** Trash, garbage and other waste shall be kept in sanitary containers and not allowed to accumulate on any other portion of the subdivision property.

12. **Division of Lots.** No platted lot within the subdivisions shall be further divided into two or more lots or building sites.

13. **Easements.** The easements for the installation and maintenance of utilities are shown on the plat of the subdivision and filed with the Village of Oostburg. These easements are specified but Oostburg Concrete Products, Inc. reserves the right, if necessary, to grant future easements for public utilities on lots that are not yet sold.

14. **Term of Agreement.** This declaration shall run with the land and shall be binding on heirs, successors and assigns of the parties hereto for a period of thirty (30) years from the date set forth herein.

15. **Renewal of Covenants.** These protective and restrictive covenants may be renewed for an additional period by seventy-five (75%) percent of the owners of lots in the subdivisions prior to the expiration of the initial term by recording in the office of the Register of Deeds such renewal, which renewal may include changes to the covenants and agreed to by seventy-five (75%) percent of the lot owners

16. **Enforcement.** These protective and restrictive covenants may be enforced by any owner (including land contract vendee) but not including a tenant, by injunction, specific performance or a lawsuit for damages in the event of noncompliance with the terms and conditions of these covenants.

17. **Severability.** Invalidation of any of the restrictions or covenants contained herein by a court of law shall not affect any other restriction or covenant herein.

Dated this 21st day of April, 2023.

OOSTBURG CONCRETE PRODUCTS, INC.

By: Gordon J. Veldboom, Jr.
Gordon J. Veldboom, Jr., President

STATE OF WISCONSIN)
:ss
SHEBOYGAN COUNTY)

Personally came before me this 21st day of April, 2023, the above named Gordon J. Veldboom, Jr. President of Oostburg Concrete Products, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jessica A. Ford
Jessica A. Ford
Notary Public, State of Wisconsin
My Commission expires June 29, 2025

THIS DOCUMENT DRAFTED BY:
Attorney Joshua D. McKinley
OLSEN, KLOET, GUNDERSON & CONWAY
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Sheboygan, WI 53081
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