

**SLEEPY HOLLOW SUBDIVISION  
CITY OF OMRO**

- Lot 12– 1124 Charlene Ave- \$20,000
- Lot 13– 1136 Charlene Ave- \$18,900
- Lot 14– 1148 Charlene Ave- \$18,900
- Lot 5– 1024 Mocha Ave- \$18,900
- Lot 6– 1015 Mocha Ave- \$18,900
- Lot 7 Blk 5– 1036 Mocha Ave- \$18,900
- Lot 7 Blk 6– 1027 Mocha ave- \$18,900

**MICHAEL G. ROEMING and  
JULIE A. ROEMING and**

Aaron T. Hawkinson and Kathy K. Hawkinson

**TO  
THE PUBLIC**

**PROTECTIVE  
COVENANTS**

THIS INDENTURE, made this 26<sup>th</sup> day of May, 2006 by Michael G. Roeming, Julie A. Roeming\*, having title to a tract of real estate designated as ~~outlot 1 and Lots 8,9,10,11,12,13,14, 15, of Block 4, Lot 7 of Block 4, Lots 5,6,7,8,9,10 of Block 5, Lots 5,6,7,8, of Block 6 in the Fourth Addition of The Sleepy Hollow Estates in The City of Omro, Wisconsin.~~

WHEREAS, the owners of the lands hereinafter described are desirous of imposing restrictive covenants thereon to insure orderly and harmonious development thereof by protecting said property through the recording of covenants;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the owners thereof hereinabove named do hereby impose and charge the following described property with the covenants, agreements, and restrictions hereinafter set out, lying and being situated in the County of Winnebago, State of Wisconsin, to wit:-

~~Outlot 1, 8, 9, 10, 11, 12, 13, 14, 15 of Block 4, , Lots 5, 6, 7, 8, 9, 10 of Block 5, and Lots 5, 6, 7, 8, of Block 6 in the Fourth Addition of Sleepy Hollow estates in the City of Omro, Winnebago County, Wisconsin.~~ ~~Fourth~~

1. Residential Use. The property shall be used only for single family residential purposes.
2. Dwelling Size. The ground floor area of the dwelling, exclusive of one-story open porches and garages, shall not be less than the following:
  - (1) For a one-story dwelling, 1,300 sq. ft.
  - (2) For a conventional dwelling of more than one story, 1,600 sq. ft.
  - (3) For a bi-level or tri-level, 1,800 sq. ft.
  - (4) All roofs shall be at least 5/12 pitch.
3. Garages. All residences shall have not less than a two-car garage attached at the time of initial construction which shall contain not less than 450 sq. ft., except that a dwelling consisting of more than 2,500 sq. ft. exclusive of one-story open porches may have a detached garage if approved by the Architectural Control Committee.

\* and Aaron T. Hawkinson & Kathy K. Hawkinson

4. Building Location. The minimum building set back line, measured from the street right of way, shall be 30 feet.
5. Building Completion. Within one (1) year after commencement of construction of any dwelling the following shall be completed:
- (a) The exterior of the dwelling according to the plans and specifications.
  - (b) Planting trees so that there will be at least four (4) shade trees on each lot 1-1/2" in diameter. If any of the four required trees die it shall be replaced. Evergreens do not count.
6. Architectural Control Committee. That during a period of fifteen (15) years from the date of recording these Protective Covenants no structure shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing topography and finish grade elevation.
- (a) Membership. The Architectural Control Committee is composed of Michael G. Roeming and Julie A. Roeming of the Town of Poygan Winnebago County, Wisconsin. In the event of death or resignation of a member of the Committee, the remaining members shall have the full authority to designate a successor. A majority of the Committee may designate a representative to act for it.
  - (b) At least ten (10) days prior to commencement of construction of any structure on any lot, one copy of the plans, specifications and plot plan showing the proposed location of the buildings shall be submitted to the Architectural Committee. The Committees approval or disapproval shall be in writing in a document which can be recorded and signed by one member of the Committee. In the event that a majority of the Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt of same by any member of the Committee, approval will not be required and this paragraph of these Protective Covenants shall be deemed to have been fully complied with. The Committee shall retain one copy of all approved plans and specifications until construction of the dwelling is completed.
7. Excavation Dirt. All excess dirt from any excavation, or otherwise, shall be deposited on lots in the Subdivision designated by the Architectural Control Committee, at no expense to the developers.

8. Temporary Dwellings. No person shall live in any basement unless the exterior of the dwelling above ground has been completed in accordance with the plans and specifications for said dwelling, no structure of a temporary character, tent, garage, or other outbuilding shall be used as a residence, either temporarily or permanently; no boat, motor home, travel or any type of trailer shall be parked outside of any lot at any time.
9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises, except dogs, cats, or other household pets which are not kept, bred or maintained for any commercial purposes.
10. Nuisances. No noxious or offensive activity shall be carried on upon said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
11. Signs. No signs of any kind shall be displayed to the public view except signs used by a builder to advertise the property during construction and sales period or the developers for the sale of lots in the plat and except one professional sign of not more than one (1) square foot and except one sign not more than eight (8) square feet advertising the property for rent or sale.
12. Easements. Easements for the installation and maintenance of utilities are reserved as will be shown on the plat; said easements are also reserved for the installation of underground cable T.V. Easements for drainage facilities are reserved over all areas on the plat as easements for Public Utilities. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in easements. The easements area of each lot and all improvements for which a public authority or utility company is responsible. The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flowage and require owners to grade same accordingly at the expense of the lot owner, providing such determination does not conflict with drainage and grading plan on file with the City of Omro.
13. Number of Buildings. No building shall be located on a lot except a dwelling with attached garage; providing, however the Architectural Control Committee shall have the right to authorize another building, in its sole discretion, with such restrictions, conditions and limitations as it may deem appropriate. Such approval will not be given for a building in excess of 150 square feet, in excess of 10 feet high, or made of metal. The exterior of such allowed building shall match the exterior of the house as determined by the Architectural Control Committee.
14. Exterior of Buildings. The exterior of all buildings with natural wood shall be stained within one (1) year of construction; there shall be no natural weathering of siding on the exterior of any building. No log homes or log siding will be allowed.

15. Antennas. No satellite antennas (antennas in the shape of a dish) shall be located on any lot if the diameter of the dish is in excess of three (3) feet, only one (1) normal television antenna to be allowed on each lot, C.B. "Ham" or similar equipment antennas only if approved by the Architectural Control Committee with such restrictions, conditions and limitations as it may deem appropriate.
16. On-Site Construction. No residence shall be moved onto any lot.
17. Lawn. Lawns graded and seeded within one (1) year after completion of construction and thereafter maintained as a mowed lawn. Grades shall be a minimum of ten inches higher than the crown of the road, with greater amounts of grade to be allowed upon the approval of the adjoining owners of the property. Grades shall be computed from the lowest grade on the house to the highest grade point in the road unless otherwise directed by the Architectural Control Committee.
18. Wrecked or Discarded Vehicles. No partially dismantled, non-operating, wrecked, junked or discarded vehicles shall be allowed to remain on any lot outside of a building longer than seven (7) days.
19. Driveways. All Driveways shall be covered with blacktop or concrete within one (1) year from completion.
20. Sidewalks. Sidewalks paid by lot owner when the City of Omro deems necessary at no expense to the developers.
21. Tree Removal. No trees on any lot shall be removed or cut down unless dead or down or pose a hazard to residence.
22. Fencing. No fence, wall, hedge or planting beyond setback lines without approval or Architectural Control Committee.
23. Lot Maintenance. The proposed lots shall be kept at all times in a clean, sightly, and wholesome condition and no trash, litter, junk, boxes, bottles, cans, boats, campers, or other unsightly implements shall be permitted to remain exposed upon any lots.
23. Dog Kennels. No dog kennels will be permitted on any lot except for the personal use of the owner of the lot, and all dog kennels permitted shall be properly screened so as not to be visible from adjacent parcel or streets.
24. Wood Piles. No wood piles will be permitted on any lot except for the personal use of the owner of the lot, and all wood permitted shall be properly screened so as not to be visible from adjacent parcel or streets.
25. Noxious Weeds. All owners of proposed lots shall be responsible for the removal and control of all noxious weeds growing on their respective lot or lots as required by Wisconsin law and directions given by weed notices.

26. Property Association/Maintenance and Upkeep. The Declarant and/or the owners of the Lots shall form a property owner's association (the "Association") for the purpose of owning and maintaining any landscaping or improvements on the stormwater management out lot, subdivision signage and all other common areas or facilities owned by or dedicated for the use of the Association. Each owner of a Lot shall automatically be a member of the Association and shall be obligated to abide by such rules and/or regulations as the Association may establish from time to time.

The Association shall be responsible for the maintenance, (per construction specifications), repair and upkeep of all common areas, stormwater management lot and facilities within Fourth Addition to Sleepy Hollow Subdivision. In the event the Association defaults in its duty, the City of Oniro shall have the right to undertake any required maintenance, repairs, or upkeep and to charge the cost thereof to the Association or to levy a proportionate share of such cost against each Lot as a special assessment or charge on the real estate tax bill for such Lot. Nothing contained herein shall create any obligation on the part of the City of Oniro to undertake any maintenance, repairs or upkeep on behalf of the Association.

27. Property Owner/Association Assessments. The Association shall have the right to assess a proportionate share of all reasonable and necessary costs incurred by the Association to the owner(s) of each Lot. The amount assessed to the owners of each of the Lots shall be 1/19<sup>th</sup> of the aforementioned costs. The ownership of lot and ownership of outlot shall not be transferred separately from each other. The assessments may be made on the basis of costs actually incurred by the Association or annually on the basis of the budgeted costs for the following year. The Declarant or its successor shall be responsible for the assessments on any Lot that has not been sold. The assessments shall apply to all Lots, whether or not a residence has been constructed on the Lot. Notwithstanding anything contained in these Protective Covenants to the contrary, the method of assessment shall not be amended so as to provide that the amount of the assessment on a Lot is increased over the amount determined under the foregoing method without the written consent of the owner(s) of all Lots receiving an increased assessment.

Any assessment not paid within thirty (30) days of billing shall bear interest at the rate of twelve percent (12%) per annum, until paid. In the event a member of the Association is in default in the payment of any assessment for a period of more than thirty (30) days, the Association may bring suit to enforce collection of the delinquent assessment and all costs of such proceeding, including reasonable attorney's fees, shall be the responsibility of its member in default.

28. Term, Amendments, Enforceability and Severability. These Protective Covenants shall run with the land and shall be binding upon the inure to the benefit of the owners of the Lots and all persons claiming under them for a period of twenty-five (25) years from the date these Protective Covenants are recorded. Thereafter, these

Protective Covenants shall be automatically extended for successive ten (10) year periods, unless otherwise indicated in a written declaration signed by the then owners of a majority of the Lots and recorded in the office of the Winnebago County Register of Deeds. These Protective Covenants may be amended in whole or in part at any time by a document signed by the owners of two-thirds (2/3) of the Lots, approved by the Declarant and recorded in the Office of the Winnebago County Register of Deeds provided, however, no amendment shall relieve the owners of the Lots or the Association of their obligations under Paragraph 26 or limit the right to the Association to levy assessments pursuant to Paragraph 27. The Declarant and the owner of any of the Lots shall have the right to enforce these Protective Covenants by injunction or other lawful procedure and to recover any damages resulting from a violation thereof, together with actual attorneys fees and other costs of enforcement. The invalidation or any portion of these Protective Covenants by judgment or a court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect. The termination of these Protective Covenants shall not result in the termination of, or otherwise affect, any other covenants, easements or restrictions affecting the Lots, including those of any other plat of which the Lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 26 and 27 shall survive the termination of these Protective Covenants.

IN WITNESS WHEREOF, the undersigned have caused these Protective Covenants to be executed on this 5th day of January, 2007

  
Michael G. Roeming

  
Julie A. Roeming

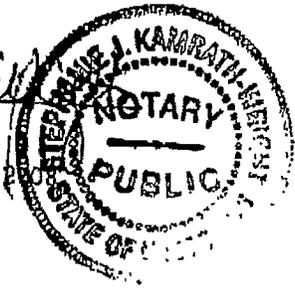
  
Kathy K. Hawkinson

STATE OF WISCONSIN )  
WINNEBAGO COUNTY ) ss.

  
Aaron T. Hawkinson

Personally came before me this 5th January, 2007 the above named, Michael G. Roeming, Julie A. Roeming to me known to be the persons who executed the foregoing instrument and acknowledge same.  
\* and Kathy K. Hawkinson and Aaron T. Hawkinson

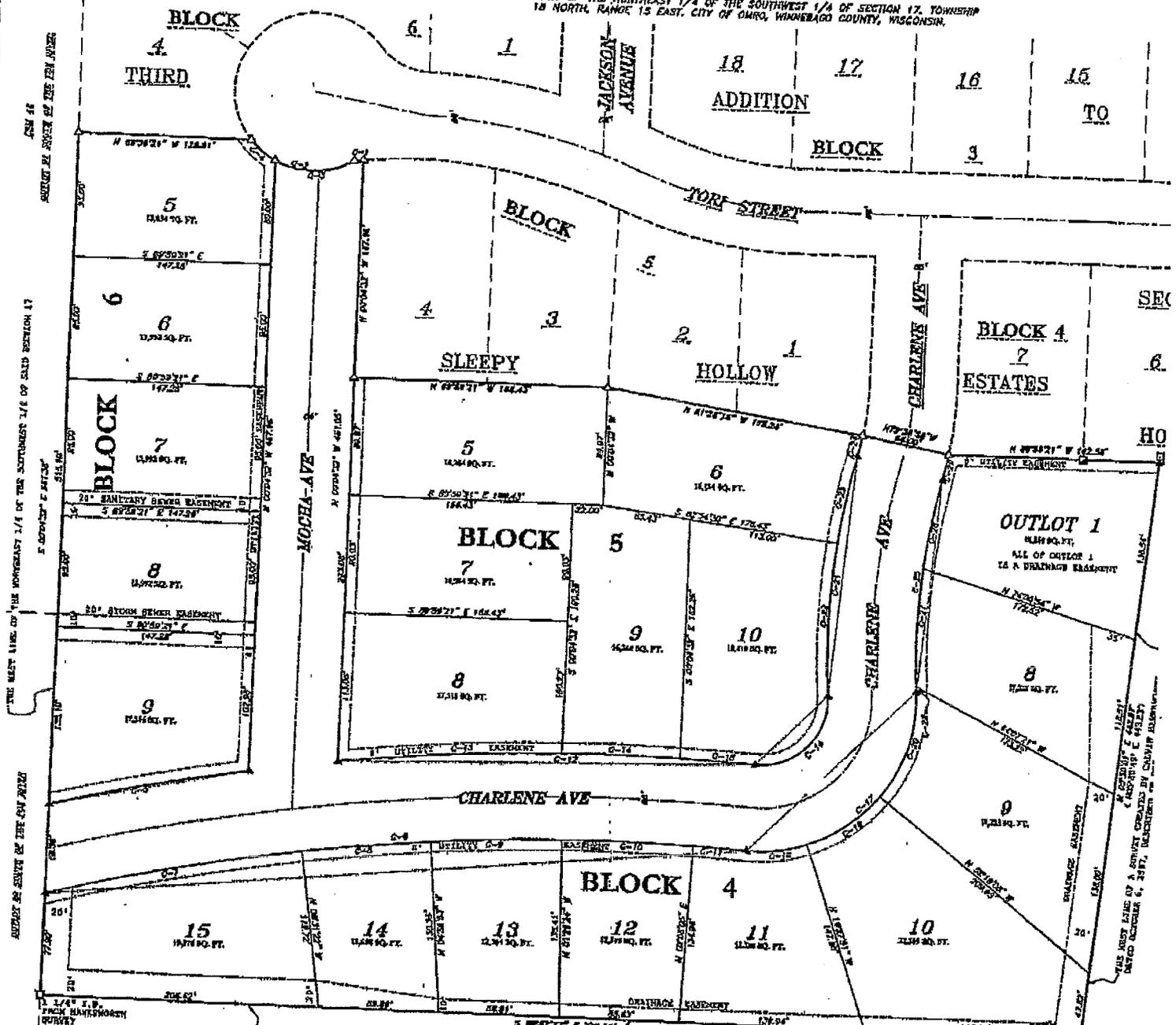
*Stephanie J. Karath-Wright*  
Notary Public  
Stephanie J. Karath-Wright  
My Commission Expires: May 4, 2010



This instrument was drafted by: Michael R. Roeming

### FOURTH ADDITION TO SLEEPY HOLLOW ESTATES

PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 15 EAST, CITY OF OMAHA, WINNEBAGO COUNTY, WISCONSIN.



THE NORTH CORNER OF A SURVEY CREATED BY CALVIN HANSEN, DATED FEBRUARY 2, 1987, RECORDED IN DOCUMENT 613521.

UNPLATTED LAND  
 PART OF TOWNSHIP 18 NORTH & RANGE 15 EAST

There are no objections to this plat with respect to Secs. 236.14, 236.16, 236.20 and 236.21(1) and (2).

THIS MAP IS ATTACHED HERETO FOR INFORMATION ONLY

