

DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS

E-RECORDED

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ID: 2188 793

County: Sheboygan

Date: 1/10/20 Time: 1:15 PM

ATTY ROBERT K GINTHER
CJM&M
PO BOX 556
BARABOO, WI 53913

TAX KEY NO.: PART OF 59281007701

**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21,
Northern Lights Subdivision, City of Sheboygan, Sheboygan County,
Wisconsin. (Part of the Northeast Quarter of the Northwest Quarter and part
of the Southeast Quarter of the Northwest Quarter of Section 14, T15N, R23E,
City of Sheboygan, Sheboygan County, Wisconsin.)**

Return to:
Robert K. Ginther
CJM&M
P.O. Box 556
Baraboo, WI 53913

PINS: *PART OF 59281007701*

RE: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Northern Lights Subdivision, City of Sheboygan, Sheboygan County, Wisconsin. (Part of the Northeast Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.) The said lots are referred to herein individually as a "Lot," and collectively as "the Lots," and the owner of a fee simple interest in a Lot is referred to herein as an "Owner."

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made on the date set forth below, by North Sixth Seventh LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, Developer is the owner of the Lots;

AND WHEREAS, prior to acquiring title to the Lots, Developer and the City of Sheboygan, Wisconsin ("the City") entered into that certain Tax Incremental District Development Agreement recorded on March 3, 2025 in the office of the Register of Deeds for Sheboygan County, Wisconsin in Volume 15, Page 331, as Document No. 2184505 ("Development Agreement");

AND WHEREAS, the Development Agreement at Section 2.4 states as follows:

“2.4 Property Tax Exemption Restriction. The Special Warranty Deed shall include a covenant affecting the Property conveyed to Developer (and running with the land) that prohibits all current and future owners or users of (including any other party with an interest-whether ownership, leasehold or otherwise-in) the Property from using or permitting the use of all or any portion of the Property in any manner which would render the Property exempt from property taxation.”

AND WHEREAS, the Development Agreement at Section 2.5 states in part as follows:

“2.5 Subsequent Conveyance by Developer. For the avoidance of any doubt, Developer may convey all or any portion of the Property to any third party, subject to the provisions in Sections 2.4 above and 8.2 below...”

AND WHEREAS, the Development Agreement at Section 8.2 states as follows:

“8.2 Tax Status/Restrictive Covenant. Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render the Property exempt from property taxation during the life of the District. Further, Developer will not challenge or contest any assessment on the Property by the City, including, but not limited to, filing any objection under Wis. Stats. Section 70.47, Wis. Stats. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value. Prior to the conveyance of all or any portion of the Property, Developer agrees to record on the Property with the Sheboygan County Register of Deeds a deed restriction or restrictive covenant evidencing the restrictions on the Property set forth in this Section 8.2. The foregoing deed restrictions or restrictive covenants shall permit, but shall not obligate, the City to enforce such deed restrictions or restrictive covenants and shall be in form and substance acceptable to the City. The deed restrictions or restrictive covenants shall continue to be applicable until the termination of the District. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains an interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City.”

AND WHEREAS, Developer desires to develop and sell the Lots for single family residential housing purposes and desires to subject the Lots and each of them to this Declaration as required under the Development Agreement.

NOW, THEREFORE, Developer hereby declares that each and every Lot is and shall be subject to the covenants, conditions and restrictions set forth in this Declaration

and shall hereafter be owned, conveyed, encumbered, improved, occupied and otherwise used subject to the terms of this Declaration:

(1) **USE RESTRICTION PROHIBITING TAX EXEMPTION.** Pursuant to the provisions of Sections 2.4 and 8.2 of the Development Agreement, no Owner of a Lot (including any other party with an interest in a Lot - whether ownership, leasehold or otherwise) shall use or permit the use of all or any portion of the Lot in any manner that would render the Lot exempt from property taxation.

(2) **USE RESTRICTION PROHIBITING ASSESSMENT CHALLENGE.** Pursuant to the provisions of Section 8.2 of the Development Agreement, during all times that the Developer owns a Lot, Developer is prohibited from challenging or contesting any assessment on that Lot by the City, including, but not limited to, filing any objection under Wis. Stats. Section 70.47, Wis. Stats. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value as that term is defined in the Development Agreement.

(3) **NO REVERTER.** No covenant, conditions, restriction or other provision of this Declaration is intended to be or shall be construed to create the possibility of reverter in favor of Developer or any other person or entity nor shall any provision be deemed to vest any reversionary interest in Developer or any other person or entity.

(4) **ENFORCEMENT.** If any of the provisions of this Declaration are breached or are not otherwise being complied with in all other respects by any Owner, then Developer and/or the City shall have the right, but not the obligation, to (a) enjoin such violation or non-compliance and/or (b) through its designated agents enter upon such Lot, dwelling or other improvements located within a Lot and take all actions necessary to extinguish or correct such violation or breach. All costs and expenses incurred by Developer or the City in enforcing the provisions of this Declaration, including without limitation attorneys' fees, arbitration and court costs, costs and expenses of expert witnesses and any other person involved in the correction of any such violation or breach in any judicial or arbitration proceedings, together with any other costs or expenses incurred by Developer or the City in connection therewith shall be paid by such Owner who has violated or breached any provision of this Declaration.

(5) **NO WAIVER.** All rights, remedies and privileges granted to Developer or the City pursuant to the terms of this Declaration shall be deemed to be cumulative and the exercise of one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude Developer or the City from exercising the same or pursuing such other and additional rights, remedies or privileges as may be available at law or at equity. The failure of Developer or the City at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

(6) **ARBITRATION.** All claims, disputes and other matters in question between Developer and an Owner arising out of or relating to this Declaration or the

breach of it and not otherwise waived shall be decided by arbitration as provided herein. By acceptance of a deed or other conveyance to a Lot, dwelling and/or other improvements located within a Lot, each Owner acknowledges this Arbitration Clause and agrees to be bound by the provisions of this Arbitration Clause.

For all claims, disputes and other matters in question arising out of or relating to this Declaration or the breach of it which are not waived as hereafter provided and which are not final and binding decisions of Developer, arbitration shall be initiated by a demand served by certified mail, return receipt requested, upon the other party within six (6) months after the facts underlying the claim, dispute or other matter in question have occurred, and the arbitration shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Failure to serve the demand for arbitration within the time period set forth above shall constitute a waiver of the claim, dispute or other matter in question and there shall be no further right to pursue it by arbitration or otherwise.

This arbitration clause shall be specifically enforceable under the Federal Arbitration Act or the Wisconsin Arbitration Act, and the award of the arbitrators shall be final and binding and may be reduced to judgment pursuant to the Federal Arbitration Act or the Wisconsin Arbitration Act.

Notwithstanding any provision herein to the contrary and for the avoidance of any doubt, this Section 6 shall not apply in any way to any claim, dispute or other matter in question between the City and an Owner arising out of or relating to this Declaration or the breach of this Declaration. All such matters shall be handled consistent with the terms of the Development Agreement and, to the extent not in contradiction with the Development Agreement, this Declaration.

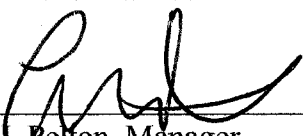
(7) **TERM.** This Declaration as amended from time to time shall run with the land and title to the Lots and each of them and shall be and remain in effect until expiration of the City Tax Incremental District No. 25, after which termination this Declaration shall be terminated without further action on the part of the Developer, the City or an Owner.

(8) **BINDING EFFECT.** The terms and provisions of this Declaration shall be binding upon the Developer and each Owner and shall inure to the benefit of the Developer and the City.

IN WITNESS WHEREOF, North Sixth Seventh LLC, has executed this document on this 18th day of December, 2025.

[Signature page follows]

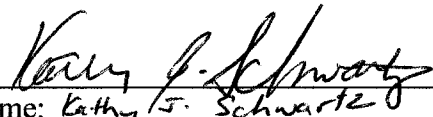
NOTH SIXTH SEVENTH LLC

By: 
Lucas J. Pelton, Manager

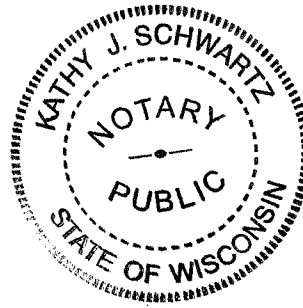
ACKNOWLEDGMENT

STATE OF WISCONSIN }
 } ss
SAUK COUNTY }

The above-named Lucas J. Pelton personally came before me this 18th day of December, 2025, to me known to be the person who executed this instrument and acknowledged the same.



Name: Kathy J. Schwartz
Notary Public, State of Wisconsin



This document drafted by:
Robert K. Ginther