



PELTON BUILDERS

www.peltonbuilders.com

City of Sheboygan Plan Commission

828 Center Avenue, Sheboygan, WI 53081

Dear **City of Sheboygan Plan Commission**,

Pelton Builders is pleased to submit this proposal for review and approval of the preliminary plat for a new single-family residential development, to be named *Northern Lights Subdivision*, located on the former Aurora Hospital site between 6th Street and 7th Street in Sheboygan.

The proposed subdivision includes 21 single-family lots, each approximately 70 feet wide. The two northernmost lots along North Avenue are planned at 92 feet in width to comply with existing side setback requirements. This proposed layout is fully consistent with the zoning requirements of the Neighborhood Residential – 6 (NR-6) District. Accordingly, no zoning amendments are being requested at this time.

The development will be constructed in phases from north to south, with approximately 5 to 6 homes built during each phase. Planned homes will range from 1,500 to 1,800 square feet in size, with an anticipated average purchase price of approximately \$400,000. Typical designs will include three bedrooms, two bathrooms, and a side-loaded, two-car garage, ensuring a high-quality and cohesive residential neighborhood.

We appreciate the City's time and consideration in reviewing our preliminary plat. Pelton Builders is excited about the opportunity to contribute to Sheboygan's growing residential landscape and looks forward to working collaboratively with the City to bring this project to fruition.

Warm regards,

Devin Coyle

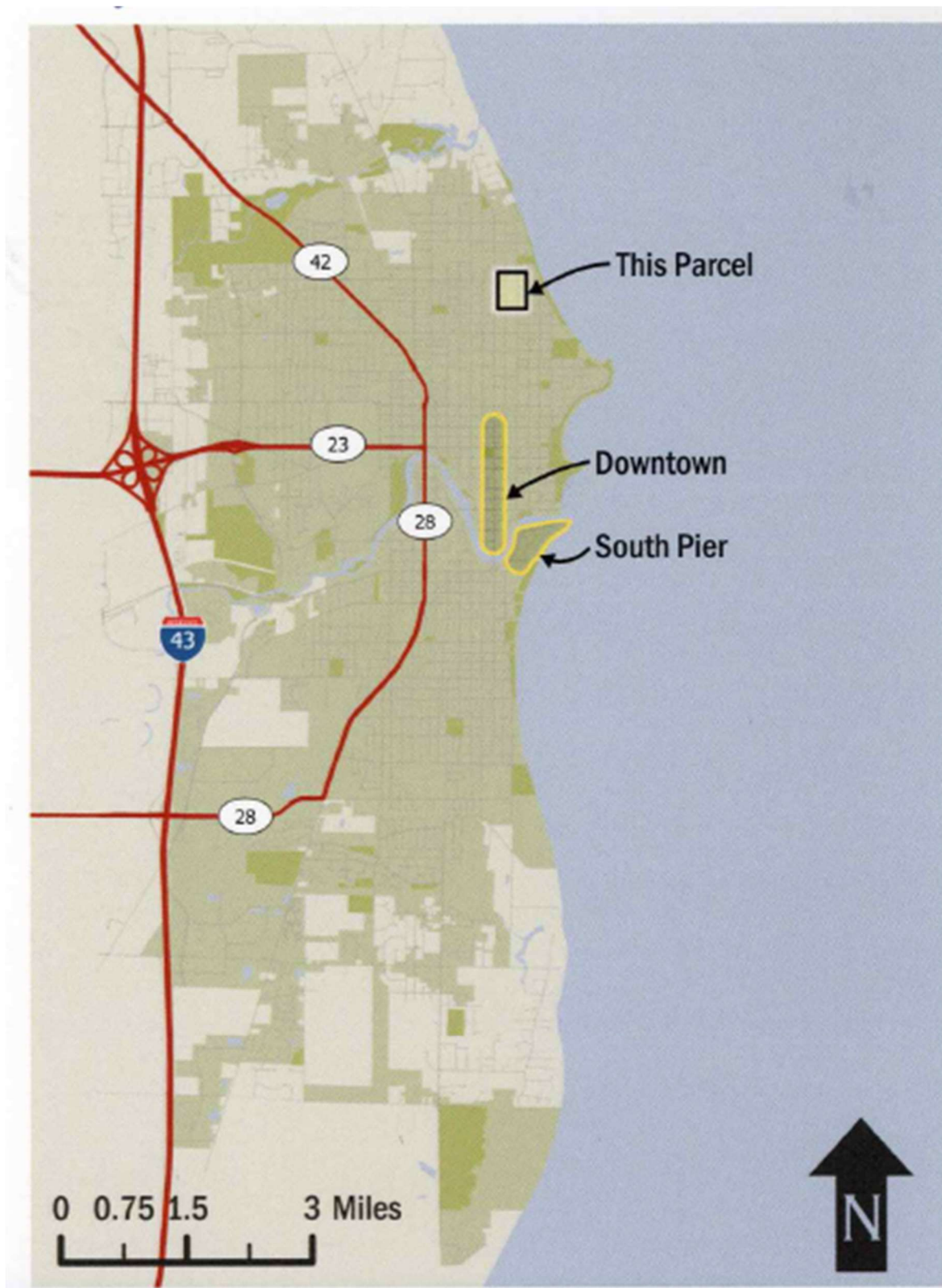
PROJECT ORIGATION MANAGER

608-445-6715

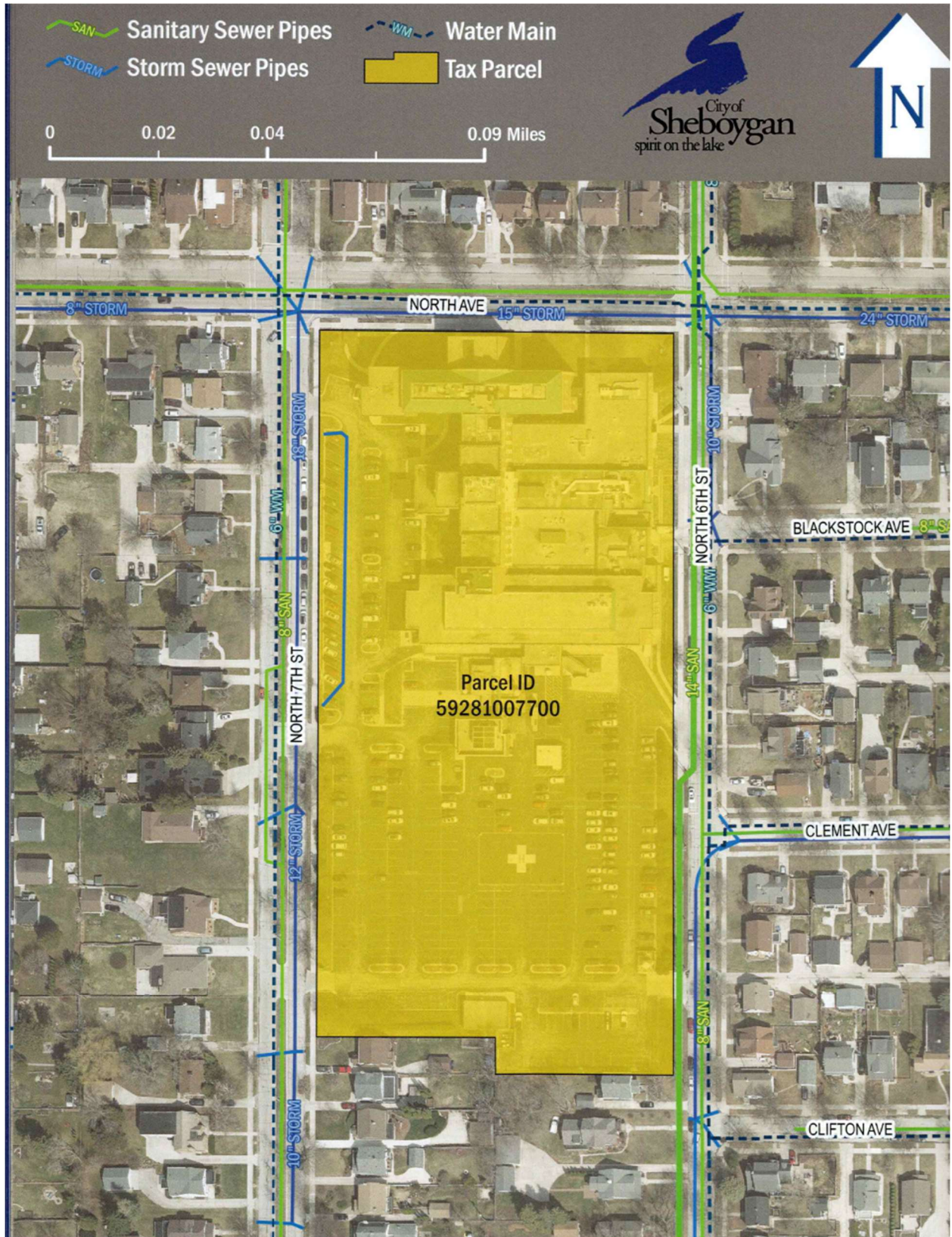
devin@peltonbuilders.com

DEVIN COYLE

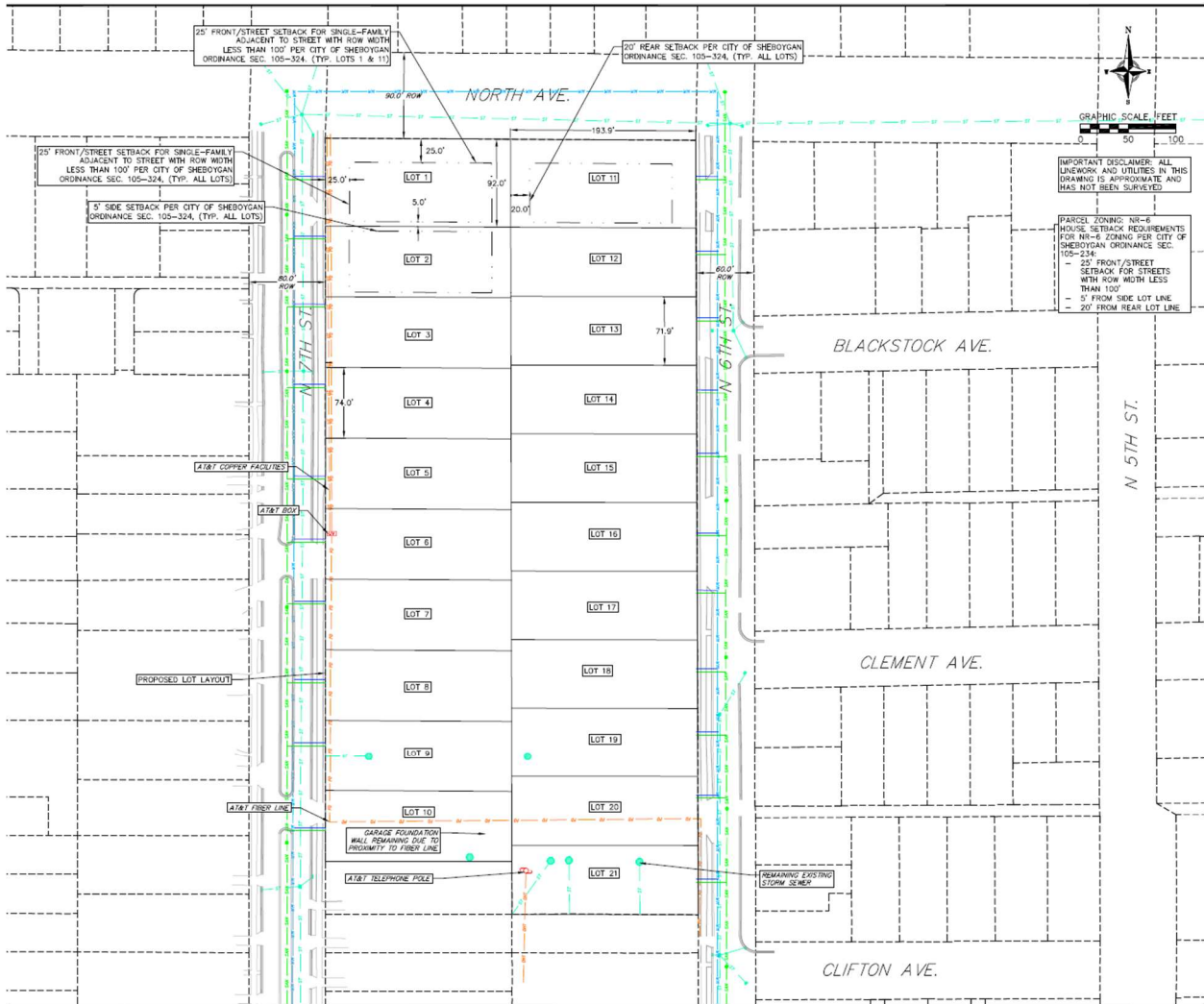
Parcel Location



Parcel Image



Preliminary Plat



Example Renderings

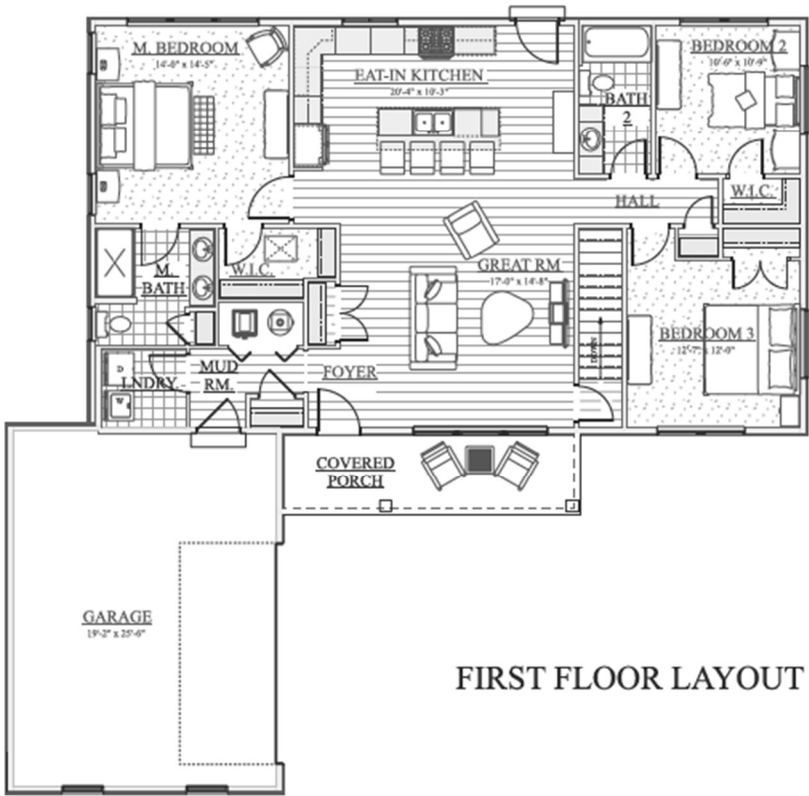




Example Floor Plans



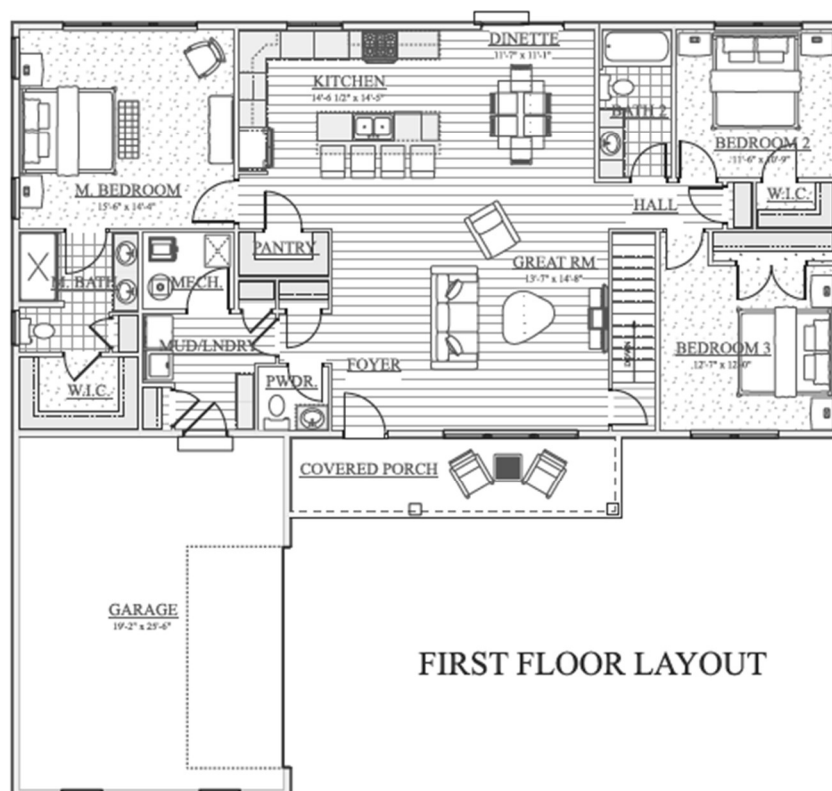
ELEVATION A



FIRST FLOOR LAYOUT



ELEVATION A



FIRST FLOOR LAYOUT

**DECLARATION OF RESTRICTIONS
FOR
Northern Lights Subdivision, City of Sheboygan, Sheboygan County**

This Declaration is made this ____ day of _____, 2025, by DEVELOPER LLC, hereinafter the “Developer” or “developer”.

WHEREAS, Developer is the owner of the property commonly known as Northern Lights Subdivision, located in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject the residential Lots in said Northern Lights Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms “Northern Lights” and “subdivision”, as used in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.

The term “Lot” as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that the subdivision will become and remain an attractive, quality residential community, to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to obtain harmonious use of materials and color schemes in improvements; and generally to insure the highest and best residential development of the property.

3. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning.

Storage sheds shall be allowed. These sheds shall be landscaped to provide vision sheltering from other lots or the public streets in the subdivision. All storage sheds shall have an exterior finish to match that of the primary residence for both siding and roofing materials and colors.

Other types of outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. shall also be allowed as long as they are designed in harmony with the main residence. All structures must be approved in writing by the developer or assigns.

4. LANDSCAPING AND DRIVEWAY

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained.

All fencing must be approved by the developer and designed for an aesthetically enhancing appearance.

All lots shall be kept neat and clean for a tidy appearance.

No alteration of drainage patterns or grades shall be allowed. No removal of any soils shall be allowed without the express, written approval of the developer and the municipality.

5. OUTDOOR STORAGE & NUISANCES

No unlicensed vehicle or inoperable vehicle may be parked or stored on any Lot. Additionally, all storage of camping trailers (which shall include all recreational vehicles or occupy-able facilities) shall be contiguous to the garage on the side of the home and screened from view of other neighbors through the use of landscaping. The surface of the area to be used for storage must be paved to match the driveway. Additionally, there shall be no habitation of camping trailers under any circumstance and these trailers shall not be hooked to the sewer, water, electricity, plumbing or any other services provided to the residents of the development. Any additional items to be stored shall be stored on the garage side of the residence and screened from view by landscaping.

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.

6. ANTENNAE & SATELLITE DISHES

All exterior antennae and satellite dishes shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

7. MAILBOX

Mailbox type (community pedestal or individual box) shall be decided by the USPS. If community pedestal, developer shall install two boxes to serve the subdivision. If individual or duplexed boxes, then each Lot shall have a uniform mailbox and newspaper box on a uniform post, which shall be installed by the Lot Owner at the Lot Owner's expense no later than the date of issuance of the occupancy permit. The design and specifications of the mailbox, newspaper box and post, including size, style, color and materials, shall be such as is determined by the Developer, so that all mailboxes, newspaper boxes and posts have a uniform appearance throughout the subdivision. The Lot Owners shall be responsible for maintaining the mailbox, newspaper box and post in proper condition at all times.

8. EASEMENTS, AMENDMENTS, ASSIGNMENT AND ENFORCEMENT

The Developer at its sole discretion may grant easements to the public utilities that will service the Lots in the Subdivision.

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the subdivision, provided, however, so long as the Developer owns any Lot in the subdivision, or any portion of adjacent lands, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer.

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

The restrictions and covenants herein contained may be enforced by the Developer and/or by any Lot Owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, and/or by any Lot Owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer undertake any enforcement action.

9. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "ACC") for the Subdivision is hereby established. The Committee shall be the Developer until which time the Developer no longer owns a lot in the subdivision. The Developer shall then appoint a successor, who in turn will do the same when they no longer wish to serve. The ACC member shall not be entitled to compensation for services performed pursuant to this paragraph.

10. ARCHITECTURAL CONTROL COMMITTEE APPROVAL

Building, structures or improvements shall be approved by the ACC before being constructed, erected, placed or altered on any Lot in the Subdivision. The purpose of the ACC is to approve fencing and outbuildings so they are built within the overall aesthetic of the Development. For any undertaking requiring approval of the ACC, plans [including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the ACC. If and when plans are approved, those plans shall be signed, dated, and returned to Lot owner as evidence of such approval. Any minor changes or revisions required by the ACC may be noted as an exception to approval on the plans and detailed in a letter to the Lot owner.

In reviewing the plans and specifications, the ACC may take into consideration the design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, as the ACC may deem appropriate. The ACC shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith. Any Lot owner who causes or allows any improvements to be constructed, installed, placed or altered on the Lot without prior written approval of the committee may be required to remove such improvement in its entirety at the Lot owner's expense. In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. The Developer or ACC shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. It shall be the sole responsibility of the Lot owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

Each Lot shall be maintained by the Lot owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Association may, after ten (10) days prior written notice to the deficient Lot owner, perform maintenance and charge the costs thereof to the deficient Lot owner and levy a special assessment against the Lot.

11. DEVIATIONS BY AGREEMENT WITH DECLARANT, ITS SUCCESSORS OR ASSIGNS

Declarant reserves the right to enter into agreements with a proposed grantee or current Owner of any Dwelling Lot or Dwelling Lots (without the consent of Owners of other Dwelling Lots) to deviate from any portion of the Covenants, Conditions and Restrictions set forth in this Declaration provided there is a practical difficulty or a particular hardship evidenced in the case, any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenants, Conditions, and Restrictions as to the remaining Property which is subject to this Declaration.

12. TERM & SEVERABILITY

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats., but including any future amendments, modifications or re-numbering of that section).

Any deviation from these restrictions must be approved by the developer. These deviations shall be allowed based upon the sole judgment of the developer and the developer's interpretation of a practicality or hardship need for the resident/home owner. These deviations must be manifested in writing. Any verbal declaration or deviation shall not be considered valid.

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2004.

DEVELOPER LLC, Developer

By: _____

NAME, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2025, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI

My commission expires _____

Drafted by: NAME
Developer
DEVELOPER LLC
ADDRESS

Return to: DEVELOPER LLC
ADDRESS

EXHIBIT A
LEGAL DESCRIPTION

(Northern Lights Subdivision, City of Sheboygan, Sheboygan County, State of Wisconsin)