

DECLARATION OF RESTRICTIONS
COVENANTS AND EASEMENTS
P.L. MEADOWDALE ESTATES

Recorder's Use Only:
Document Number

Document Title

DOCUMENT NUMBER

IL REC CD 44 44 44

DECL. COVENANTS/RESTRICTS
R E C O R D E D
At Kenosha County, Kenosha, WI
Louise L. Principle, Register of Deeds
on 1/05/2001 at 1:12PM
10001133 \$78.00

REGDEED3

JOES

Recording Area

Name and Return Address

VK DEVELOPMENT

Corporation
19275 W. CAPITOL DR. BROOKFIELD, WI 53005

92-4-122-231-0201-0
Parcel Identification Number (PIN)

Meadowdale Estates Plat recorded
on 1/5/01 as Doc # 1204143
Lots 1-67
out lots 1-5
Pinis 92-4-122-231-0401 + 1/4 0472

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DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS
FOR
"MEADOWDALE ESTATES"

THIS DECLARATION, made this 16th day of November, 2000, by Crestwood Development LLC, a Wisconsin limited liability company ("Developer"), with respect to the real property located in Pleasant Prairie, Wisconsin and more particularly described on Exhibit A hereto.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration, and desires to subject such property to conditions, covenants, restrictions, easements liens and charges (sometimes referred to as "covenants and restrictions") set forth in this Declaration, each and all of which is and are the benefit of such property and for each owner thereof and shall pass with ownership of such property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Developer hereby declares that the real property described and referred to in Article II hereof is and shall be held, used, transferred, sold and conveyed subject to the conditions, restrictions and covenants hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Architectural Control Committee" shall mean initially, Developer, and as long as Developer owns one or more Lots, Developer reserves the right to carry out the functions of the Architectural Control Committee. Thereafter, the Architectural Control Committee shall mean a committee composed of three representatives appointed by the Board of Directors of the Association, or if no committee has been appointed, the full Board shall serve as the Architectural Control Committee.

1.2 "Association" shall mean and refer to the Meadowdale Estates Homeowners Association, Inc.

1.3 "Common Areas" shall mean and refer to all easements for the benefit of the Association on any recorded subdivision or land division plat or any certified survey map of the Property and all outlots owned in common by the Owners and described as common areas in this

Declaration or in a deed or other conveyance from Developer, and improvements thereon or other general improvements wherever located (such as the lights and entrance monuments, landscaping, etc.), which are intended to be devoted to the common use, benefit and enjoyment of the owners of the Properties, including those designated as Stormwater Management, Access and Maintenance Easement Areas, Stormwater Detention Areas, Dedicated Wetland Conservancy Areas, Dedicated Planting, Landscape, Access and Maintenance Easement and Restricted Planting, Landscape, Access, Maintenance and Vehicular Non-Access Areas, Entry Monument Access, Maintenance and Landscaping Easement Areas and other areas as shown on a final plat for Meadowdale Estates and which at the time of filing of the final plat, incorporation of the Association or at such other time Developer in its sole discretion desires to convey to the Association and which upon conveyance the Association shall have the responsibility to maintain.

1.4 "Developer" shall mean CRESTWOOD DEVELOPMENT LLC, a Wisconsin limited liability company.

1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, with the exception of Common Areas.

1.6 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 4.1.

1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the terms, "Owner" shall refer to such person instead of the vendor.

1.8 "Property" or "Properties" shall mean and refer to all or any part of the real property located in the Village of Pleasant Prairie, Kenosha County, Wisconsin, more particularly described on Exhibit A hereto.

1.9 "Village" shall mean and refer to the Village of Pleasant Prairie, Kenosha County, Wisconsin.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 The Property. The real property which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in the Village of Pleasant Prairie, Kenosha County, Wisconsin, and is more particularly described on Exhibit A attached hereto. The Property described in Exhibit A includes lots 1 through 67 (Phase I) in addition to Outlot 5 all of which are shown on the Final Plat for Meadowdale Estates. The total number of

lots (including the 67 lots in the first phase and the lots contemplated to be created in Outlot 5) is proposed to be 109.

2.2 Additions to the Property. Developer may, from time to time and in its sole discretion, subject all or a portion of Outlot 5 to this Declaration, or any other portion of property adjacent thereto or to the Property, by appropriate reference hereto. The additions authorized herein shall be made by filing for the record in the Office of the Register of Deeds for Kenosha County a Supplemental Declaration with respect to the additional property which shall extend the scheme of the restrictions and covenants of this Declaration to such property, including increasing the number of Members and votes in the Association and the amount of property owned and maintained by the Association. Such Supplemental Declaration may contain such additions and modifications of the restrictions and covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the additional property and as are not inconsistent with the scheme of this Declaration. Such Supplemental Declaration may also provide for the use and enjoyment of the Common Areas by the owners of lots contained within the additional properties which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the property described therein shall become a part of the Property and shall be subject to all of the terms of this Declaration.

ARTICLE III GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subject to the covenants, restrictions, and easements to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for a high type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Acceptance of Dedications, Restrictive Covenants, Easements and Declarations. The Association hereby accepts the dedications and agrees to be bound by the restrictive covenants and easements running with the land, both as contained on the final plat. The Association further accepts the obligations imposed by this Declaration. The restrictions and covenants contained herein shall be in addition to any restrictions or covenants now or hereafter imposed upon the Lots by any applicable Village Zoning Ordinance, Land Division and

Development Control Ordinance, or Building Code or by Developer in accordance with the terms of this Declaration.

3.3 Land Use and Building Type. No Lot shall be used except for single family residential purposes as defined by applicable Zoning Ordinances. No building shall be erected, altered, placed or permitted to remain on any Lot other than one, single-family dwelling not exceeding two stories (plus attic) in height, and a private attached garage for not less than two cars. Notwithstanding anything contained herein to the contrary, Developer and any subsequent purchaser of a Lot may use such Lot for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein and further subject to applicable Village Zoning Ordinances.

3.4 Architectural Control. No building, wall, fence, swimming pool, driveway, deck, sidewalk, landscaping or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in section 3.11 hereof shall have been submitted to and approved in writing by the Architectural Control Committee as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the approval of the plans and specifications from the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove within 30 days after the complete plans and specifications have been submitted to it, then approval will not be required and Owner will be deemed to have fully complied with this Section as to such addition, alteration or change. The Architectural Control Committee shall have the sole discretion and the right (but is under no obligation) to waive infractions or deviations from these restrictions in cases of hardship. The Architectural Control Committee shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Architectural Control Committee may in its discretion require stricter standards, or conversely, may relax standards, on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications, restrictive covenants, and easements running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the Village Ordinances. Further, Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said recommendations of Developer shall be binding upon each and every Owner.

No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no prefabricated or previously constructed dwelling or structures shall be relocated to or situated upon any Lot. Pre-manufactured building components may be permitted with the prior written approval of the Architectural Control Committee, and in its sole discretion.

3.5 Dwelling Size. No dwelling shall be erected in Meadowdale Estates having a ground area within the perimeter of the main building, at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

- (a) Not less than 2,500 square feet for a one-story dwelling;
- (b) Not less than 1,800 square feet for the first floor of a one and one-half story dwelling and not less than a total of 3,000 square feet for both the first and second floors; or
- (c) Not less than 1,800 square feet on the first floors of a split-level or bi-level dwelling and not less than a total of 3,000 square feet for all floors; or
- (d) A two story dwelling shall contain a minimum of 3,000 square feet of which a minimum of 1,800 square feet shall be on the first floor;
- (e) With respect to all other types of dwellings, not less than such areas, determined by the Architectural Control Committee, as are consistent with the foregoing and with other provisions hereof.

Notwithstanding the foregoing, any dwelling erected on Lots 7, 8, 9, 11, 12, 13, 30, 31, 32, 33, 41, 42, 43, and 44 shall contain a minimum of 3,200 square feet total, of which a minimum of 2,000 square feet shall be on the first floor. However, the Architectural Control Committee may deviate from the above requirements in case of hardship relating to placing a dwelling on a Lot, provided such variance is not in conflict with the requirements of the Village Ordinance(s).

3.6 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot and the location of all sump pump discharges on a Lot must conform to the Master Grading and Drainage Plans ("Grading Plans") on file with the Village, and are subject to the prior review and approval of the Architectural Control Committee. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the Architectural Control Committee, but in no event less than that provided by the laws and ordinances of the Village. Generally, the Architectural Control Committee shall endeavor to maintain front structural setbacks of not less than 65 feet from the right-of-way of all County Highway EZ and not less than 30 feet from other Village road right-of-ways, side yard setbacks of not less than 10 feet, rear yard setbacks of not less than 25 feet, and wetland setbacks of not less than 25 feet from any structure, swimming pool, deck or driveway.

(b) Within each set of building construction plans submitted to the Architectural Control Committee for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all

easements. Architectural Control Committee reserves the right to make modifications as to the final first floor grade of the building. The landscaping and drainage of the Lot shall conform to the Village approved Grading Plans.

(c) Each Owner shall be responsible for insuring that drainage from their Lot adheres to the existing drainage patterns as set forth in the approved Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property or Meadowdale Estates shall be caused by an Owner which varies from the approved Grading Plan as that plan is amended by Developer from time to time, subject to Village approval. Minor changes from said approved Grading Plan, where these changes do not violate the purpose, spirit and intent of said approved Grading Plan, shall be reviewed and may, if for good and sufficient reasons, be approved by the Architectural Control Committee and the Village; in all other cases the approved grades shall be strictly adhered to. Lot Owners shall be held responsible for any violation that will cause additional expense to Developer or any other Owner to correct any grading problems.

(d) Grading adjacent to wetlands shall not exceed a 4:1 slope and shall conform to the top of foundation and finished yard grades as shown on the Grading Plans (affects Lots 54 and 55 in Phase I);

(e) Upon the approval of building grades by the Architectural Control Committee, the applicant shall file the approved Lot Grading Plan with the Village for its review and approval prior to obtaining any permits or commencing any grading.

(f) Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location within the Property if specified by Developer and shall not be removed from the Property unless removal is directed by the Developer. Where fill is necessary on a lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and dumping of fill material shall be leveled immediately after completion of the building. Said fill shall also be subject to an erosion control permit issued by the Village.

(g) No satellite receiver dishes shall be allowed or installed in Meadowdale Estates with the exception of satellite dishes with diameters of 24 inches or less which must receive Architectural Control Committee approval. The Architectural Control Committee satellite review and authority will include the dish size, the location of the dish on the property and the screening either necessary or allowed.

(h) It shall be the responsibility of each Lot Owner to remove all debris caused by any and all construction work occurring on his Lot. No owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks, or other material on

any Lot or Outlot within Meadowdale Estates. This responsibility shall also apply to the streets(s) abutting said Lot.

(i) In order to maintain uniformity in Meadowdale Estates, permanent mail, newspaper and uniform lamp post with photocell must be purchased from Developer at the time of the closing of the Lot. The cost of this package will be charged to the Buyer on the settlement statement at closing. The Developer will install mail/newspaper unit in locations as directed by the U. S. Postal Service and Lot Owner is responsible for installation of the uniform lamp post at the time of occupancy of the home at Lot Owner's cost. Buyer may be required to provide an individual temporary mail and newspaper box at a common location as directed by the U. S. Postal Service prior to installation of permanent mail/newspaper units by the Developer.

3.7 Completion. All construction of dwellings and incidental structures shall be completed within one year from date of commencement of construction, including all seeding and/or sodding of yards.

3.8 Easements.

(a) Easements affecting the Property are recorded on the final plat of the Property in the Office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement granted or hereafter to be granted by Developer or its successors and assigns to the Village or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for sanitary sewers, storm water management, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility functions that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property. Such easements shall be confined, so far as possible, in underground pipes or other conduits, and in an area within twenty-five (25) feet of all lot lines (except that the utility easement along the west of Lots 47, 48, 49, 52, 53, 54, and 55 are adjacent to the 40 foot Restricted Tree Preservation Area and is 12 feet wide), with the necessary rights of ingress to and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. (Refer to recorded plat for areas where easements exceed the twenty-five (25) foot width, including the seventy-five (75) foot wide easement to Wisconsin Electric Power Company along the southern portion of the Property). Storm water management easements, including the installation of storm sewers, have been established in specific areas of the Property. The maintenance, repair and reconstruction, if necessary, of the storm sewers and storm outfalls into any Outlot shall be the responsibility of the Association. The easement areas have been graded and no filling or placement of structures within the easements will be permitted.

(b) Entrance markers (including related signage, landscaping and lighting, all of which are included within the term "entrance markers") may be, in Developers discretion, located on Lots 1, 12, 13, 31, 32, and 44 of Phase I, on Outlots 1 and 4, and certain other lots in

Phase II. The entrance markers shall be the property of the Association upon conveyance from Developer as provided in Article V herein. Developer hereby creates and reserves for itself and, upon conveyance of the entrance markers to the Association, for the benefit of the Association easements to install and maintain the entrance markers and for entry upon the affected Lots to the extent necessary for maintenance, repair and replacement of such facilities. Such easements shall preclude Owners from interfering with, removing or altering any such facilities (including performance of maintenance or repair, which shall be undertaken exclusively by the Association) notwithstanding that such facilities are located upon individual Lots.

(c) Developer has granted to the Village public easements of varying widths along the front corners of Outlots 1 and 4 and Lot 44, as shown on the recorded final plat and described thereon as "Vision Corner Easements". Such easements shall restrict the use of the affected portions of said Lots, it being expressly intended that the easements shall constitute a restriction for the benefit of the public to enhance visibility at the corners of the Property from adjacent right-of way. In the easement areas, nothing may be grown, stored, or erected to a height above 2 feet above ground surface. If any Owner fails to maintain the portion of their Lot subject to a Vision Corner Easement in accordance with this section, the Association shall perform any necessary maintenance and repair and the cost shall be charged to such Owner as a special assessment and shall accrue interest at the rate of 18% per year if not paid in full within 15 days after notice to pay.

(d) Developer has granted to the Village a 25 foot landscaping, signage, access and maintenance easement adjacent to 93rd Street (the back yards of Lots 44, 46, and 47, Outlot 4, and a portion of Lot 48), and adjacent to 39th Avenue (Outlot 1) and Developer has constructed or will construct a berm in accordance with the approved Master Grading Plan on file with the Village. Developer has dedicated, given, granted, and conveyed to the Association an easement coextensive with these areas and contained on the above-mentioned Lots and Outlots for the purpose of access to and maintenance of such areas which are to be used for the planting and installing of trees, shrubs, and other landscape materials and all related ingress and egress, grading, replacement, alteration and maintenance activities. These easements shall be exclusive except for the coextensive easements granted on the final plat and other future, roadway, street, driveway or other such use as approved by the Village. These areas within the Property shall be landscaped in accordance with the approved Master Landscaping Plan by Developer (the approved Master Landscaping Plan is on file with the Village and is made a part of this Declaration); however the failure of Developer to do so shall not relieve any Lot Owner of the obligations imposed by this covenant set forth herein and as also contained on the final plat. Upon completion of the installation of trees, shrubs and other landscaping materials, no vehicular access through or over such area shall be permitted except as permitted by the Village for roadway, street, driveway or other such uses as agreed upon the Village and Developer. Developer shall warrant trees, shrubs and other plantings made by Developer for one year from the date of their installation, but this warranty shall not relieve the Association from its obligation to maintain such plantings during the warranty period. After the trees, shrubs and other landscaping materials have been planted and installed in such areas, the Owners of each

such Lot or portion thereof containing such area shall maintain the planting and landscaped areas (which maintenance shall include, without limitation, watering, mowing grass, weeding, removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) in accordance with the approved Master Landscaping Plan as an aesthetically pleasing landscaped screening area. The Association and its Members shall be bound by the above-mentioned covenants and the easements, dedications and restrictive covenants as are contained in the final plat forever. Notwithstanding such easements and dedications, the Village shall have no obligations to exercise its rights with respect the above-mentioned areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon Developer, its successors, assigns and successors in title, in their capacity as Owners of any of the Lots or portion thereof and shall benefit and be enforceable by the Village and the Association. Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations they may have as Owners of any such Lots or portion thereof only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village.

The Owners of Lots 44, 46 and 47 may install and maintain additional landscaping on the South side of the berm created within the Restricted Planting, Landscape, Access, Maintenance and Vehicle Non-Access Area on their Lot provided that the Owner shall be solely responsible for maintaining landscaping not originally placed by Developer or the Association. Prior to any additional landscaping on such berms, an Owner must have the landscape plan approved by the ACC and the Village.

3.9 Preservation Areas.

(a) Wetland Conservancy Area - Outlot 2: The fee interest in the area shown on the final plat as Outlot 2 has been dedicated, given, granted and conveyed by Developer to the Association. This Outlot is subject to the easements, dedications and to the restrictive covenants imposed by the final plat. Notwithstanding such easements and dedications, the Village shall have no obligations to exercise its rights with respect to the above mentioned Outlot. The Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to this Outlot. All Wetland Areas as shown on the final plat shall be preserved, protected and maintained as wetlands. No filling or other activity or condition detrimental to their function as a wetland shall occur or exist within such areas or on the surrounding lands without the written approval of Developer and the Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon Developer, its successors, assigns and successors-in-title, in their capacity as Owners and shall benefit and be enforceable by the Village, Developer and the Association. Developer, its successors, assigns and successors-in-title thereof shall be relieved of any preservation, protection or maintenance obligations they may have as Owners only to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Village. The Association and its Members shall

be bound by the above-mentioned covenants and such similar covenants as are contained in final plat forever.

(b) Storm Water Management and Detention Areas - Outlots 1 and 4: The fee interest in the areas shown on the final plat as Outlots 1 and 4 have been dedicated, given, granted and conveyed by Developer to the Association. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the final plat. Notwithstanding such easements and dedications, the Village shall have no obligations to exercise its rights with respect to the above mentioned Outlots. The Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these Outlots. All Storm Water Management and Detention Areas as shown on the final plat shall be preserved, protected and maintained as detention ponds. No filling or other activity or condition detrimental to their function as a detention pond(s) shall occur or exist within such areas or on the surrounding lands without the written approval of Developer and Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon Developer, its successors, assigns and successors-in-title, in their capacity as Owners and shall benefit and be enforceable by the Village, Developer and the Association. Developer, its successors, assigns and successors-in-title thereof shall be relieved of any preservation, protection or maintenance obligations they may have as Owners only to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Village. The Association and its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in final plat forever.

The Owners of the affected lots shall be responsible for and share in the costs of maintaining any drainage-ways and improvements within such drainage-ways (storm pipes, catch basins, grates...etc.) which are contained along shared property lines. Such areas and/or improvements that are contained entirely within one lot shall be the sole responsibility of that lot Owner.

(c) Future Woodland Conservancy, Park and Open Space Access and Maintenance Area - Outlot 3: At the time of an addition to the plat of Meadowdale Estates, Developer shall dedicate, give, grant and convey a fee interest in Outlot 3 (as its boundaries may be adjusted in the addition to the plat) from Developer to the Village. This Outlot will be subject to the easements, dedications and to the restrictive covenants imposed by the final plat. When conveyed to the Village, the Village shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to this Outlot. All Woodland Conservancy, Park and Open Space Preservation areas as shown on an addition to the final plat shall be preserved, protected and maintained as such. No filling or other activity or condition detrimental to their function as Woodland Conservancy, Park and Open Space shall occur or exist within such areas or on the surrounding lands without the written approval of the Village. The obligations contained within this section and as imposed by the

addition to the final plat shall run with the land, shall be binding upon Developer, its successors, assigns and successors-in-title, in their capacity as Owners and shall benefit and be enforceable by the Village. Developer, its successors, assigns and successors-in-title thereof shall be relieved of any preservation, protection or maintenance obligations they may have as Owners. The Association and its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in the addition to the final plat forever.

(d) Restricted Tree Preservation Area. Lots 47, 48, 49, 52, 53, 54, and 55 are subject to a restrictive covenant requiring that the Owner(s) of such lots preserve, protect, and maintain the trees located in the western 40 feet of Meadowdale Estates. No tree removal, filling or other activity or condition detrimental to the preservation of existing trees shall occur or exist within the restricted area without the written consent of the Village. This restriction runs with the land, is in addition to the requirements contained in Section 3.11 (requiring Architectural Control Committee approval for any tree, landscaping or planting removals), and is enforceable by the Village and the Homeowners Association.

3.10 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to the Village ordinance and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the Village. The requirements under the Village ordinance are not stated herein and therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with the Village ordinance as the same may be amended from time to time. In the event of a conflict between the provision of this Declaration and the Village ordinance, and the Village ordinance is more strict than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval.

3.11 Landscape. All plans for dwellings shall include a landscape plan which shall be subject to the written approval of the Architectural Control Committee prior to commencing construction of the dwelling. Each and every Owner of any Lot shall be responsible for the costs of installing the required landscaping on their Lot and in accordance with the Landscape Standards attached hereto and made a part hereof in conjunction with the construction of the dwelling on the Lot. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall also show all ground cover, including size and caliper of plant materials, mulch areas, landscape, construction materials and construction details. The landscape plan may be submitted for approval subsequent to submission of the building plans for the dwelling. Such landscape plan shall include driveway, deck, patio, sidewalk and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the Architectural Control Committee shall be completed within one

year from the date of issuance of an occupancy permit by the Village and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the Architectural Control Committee, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of Section 3.11 of this Declaration and shall be subject to assessment as provided in Article VI and enforcement pursuant to Article VII. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the Architectural Control Committee. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the Architectural Control Committee.

3.12 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Trash, garbage or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

No vehicle, truck, trailer, tent, shack, garage, barn or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time.

There shall be no outside parking of boats or recreational type vehicles; these must be stored in garages. No trucks, buses or vehicles other than private passenger cars or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot. No vehicles shall be continuously parked on the streets or roadways, but shall be parked on the driveway of the Lot or in the private garage.

No snowmobiles, all-terrain vehicles or other similar vehicles, or similar means of transportation, shall be operated within the subdivision at any time.

No external antennas, including unapproved satellite dishes, television antenna or radio towers of any type or for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

No above ground swimming pool shall be permitted on any Lot at any time. An above-ground pool shall mean a pool on which the vertical sides thereof extend above the grade of the Lot in question. Wrought iron safety fences, six feet in height, are required around any below grade swimming pool(s), and shall, in all respects, conform to the rules and regulations and ordinances established for the same by the Village and shall require the specific written approval of the Architectural Control Committee.

No fences of any kind shall be permitted on any Lot at any time, except for the safety fences required surrounding the immediate in-ground pool area as stated above.

No detached accessory buildings of any kind shall be permitted on any Lot at any time, including without limitation, additional detached garages, storage sheds or pool houses.

3.13 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets (such as canaries or parakeets) may be kept in a manner which will not disturb the high type and quality of life and the environment of the Property provided that no animals shall be kept, bred or maintained for any commercial purposes. Dog runs and outside dog houses are prohibited.

3.14 Lamps. At such time as a dwelling is constructed on a Lot, the Owner of such Lot shall install one outdoor electric lamp post with photocell of a design approved by the Architectural Control Committee. The lamp post shall be installed within the boundaries of the Lot near the intersection of the front Lot line and the proposed (or completed) driveway, as specified by the Architectural Control Committee.

3.15 Garages: Parking.

(a) Each Lot shall have a private enclosed garage (attached to the dwelling) for on-site storage of not less than two automobiles for each one family dwelling built upon such Lot, to be connected to the street by a properly surfaced asphalt, concrete or brick driveway (which driveway shall be installed and completed within one year from the date of completion of the dwelling).

(b) The location of garage door(s) shall be side entry, and the location of any driveway and its intersection with the street shall be subject to the approval of the Architectural Control Committee. Notwithstanding the foregoing, the location of garage door(s) on all corner Lot(s) may be either front or side entry, subject to the approval of the Architectural Control Committee.

3.16 Driveway Access. All driveways shall be located a minimum of five (5) feet from the side property line. Driveway access is limited on all corner lots per the plat. Neither Owners nor their contractors shall saw cut or otherwise alter any portion of the mountable curb prior to, upon, or after installation of the driveway. The following additional restrictions apply to the specified lots:

(a) There shall be no driveway access from 93rd Street (Lots 44, 46, and 47 in Phase I, and Outlot 4). Driveway access from Lot 44 is not permitted within 150 feet of the centerline of the intersection of 93rd Street and 43rd Avenue measured to the center line of the driveway.

(b) Driveway access is prohibited within 100 feet of any intersection as measured from the centerline of the intersection to the center line of the driveway.

3.17 Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered or modified shall specify on the construction plans that the dwelling will have a cedar shake roof or dimensional roofing materials acceptable in quality to the Architectural Control Committee and the construction shall be carried out with such roofing material as approved by the Committee.

(b) All dwellings shall have roof designs with 7/12 pitch or greater, or as approved by the Architectural Control Committee.

3.18 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered or modified shall, on the construction plans, denote natural material(s), i.e. brick, stone, wood siding, Hardi-Plank, dry wit, stucco or other similar materials acceptable to the Architectural Control Committee and the construction shall be carried out with the material(s) as approved by the Architectural Control Committee.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered or modified shall be such that, in the opinion of the Architectural Control Committee at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

(c) The proposed color schemes for a dwelling to be erected, altered, modified or repainted with a new color scheme shall be submitted to the Architectural Control Committee for approval *prior to painting or staining*. It shall be the aim of the Committee to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

(d) Where brick or stone is selected for the front of a dwelling, the same treatment may be required to be carried out in all or some of the other faces of the dwelling at the sole discretion of the Architectural Control Committee. Brick or stone samples must be submitted for approval before installation on the dwelling.

(e) Hung bays, shall not be permitted on first floor at any dwelling, except for boxed, bow or bay windows.

(f) Where shutter and muttons are selected for the front of a dwelling, that same treatment shall be carried on all other faces of the dwelling, at the discretion of the Architectural Control Committee.

(g) Aluminum and/or composition siding shall not be permitted as exterior material for a dwelling, except that the Architectural Control Committee may approve aluminum for soffits only.

(h) All dwellings shall have at least one fireplace with a masonry foundation. Fireplaces may be either solid masonry or part masonry (as defined herein). "Solid masonry" means fireplaces constructed of masonry block, concrete cap, clay flue and four inch brick or stone exterior (no metal inserts). "Partial masonry" means metal inserts in a wood chase on a masonry foundation, the wood chase is surrounded by four inch brick or stone, a concrete cap and the metal flue shall be covered with a black metal cap (no sheet metal may be visible). No siding of any type, no face brick and no face stone will be allowed over a wood chase. Note: If the exterior material is dry wit or stucco, a fireplace made of the same material may be acceptable at the discretion of the Architectural Control Committee. Notwithstanding the foregoing, the approval or disapproval of a particular type of fireplace shall be in the sole discretion of the Architectural Control Committee, whose decision shall be final.

(i) Metal vent pipes are not allowed on roof tops for venting water heaters. Water heaters to be vented through the fireplace chimney or through the side of dwelling at a location acceptable to the Architectural Control Committee.

3.19 Initial Construction of Common Areas.

(a) Notwithstanding anything contained herein to the contrary, Developer shall be responsible for the initial construction, installation and landscaping of the Stormwater Management Detention Areas, Entry Monuments and their related signage, landscaping and lighting elements, Planting and Landscape Areas, landscaping within the cul-du-sac islands and boulevards, and street trees (all as described in Article III above). Nothing contained herein shall constitute a waiver by Developer to subsequently assess the costs of all, or portion thereof, of the above-mentioned construction, installation and landscaping to the Association pursuant to a separate agreement.

(b) The Association shall have the obligation of maintaining (which maintenance shall include, without limitation, watering, mowing grass, weeding, removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) the landscaping elements in the cul-du-sac islands within 94th Street, 94th Place and 96th Street, any cul-du-sac islands created in connection with the subdividing of Additional Property, and any entry islands within the dedicated streets within the Property or Additional Property in accordance with the approved Master Landscaping Plan approved by the Village. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon Developer, its successors, assigns and successors in title, in their capacity as Owners of any of the Lots or portion thereof and shall benefit and be enforceable by the Village and the Association. Developer, its successors, assigns and successors in title thereof shall be relieved of any maintenance obligations they may have as Owners of any such Lot or

portion thereof only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village.

(c) The Association shall be responsible for the maintenance (which maintenance shall include without limitation watering, mowing grass, weeding removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) of the street trees contained within the area between the roadway and the Lots. Developer, its successors, assigns and successors-in-title and the Owners of the Lots shall be relieved of any maintenance obligations with respect to such street trees to the extent that the Association performs the required maintenance functions to the satisfaction of the Village. The Village shall have no maintenance obligations with respect to the street trees or other planting materials.

3.20 Ownership and Maintenance of Outlots 3 and 5. Developer is the owner of Outlots 3 (until such time as it is conveyed to the Village) and 5 and shall be responsible for their maintenance. Outlot 5, in the sole discretion of Developer, may be further subdivided into additional lots to be added to Meadowdale Estates.

3.21 Multi-Family Disclosure. Developer hereby discloses and all Lot Owners acknowledge and agree that there is a multi-family development proposed to be developed to the south of Outlot 5 of Meadowdale Estates pursuant to the Village Master Plan.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 Membership. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one vote in the Association for each Lot owned by the Member. When more than one person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. So long as Developer, or its successors and assigns, shall own one or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by Developer or its successors and assigns. When Developer, or its successors and assigns, no longer owns one or more Lots, or at the end of ten years from the date of sale of the first Lot to be sold by Developer, whichever occurs first, Developer shall promptly select three Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors, thereafter consisting of three members, shall be elected by the Members at each annual meeting of Members. Members of such elected Board of Directors shall serve for one year or until their successors have been duly elected. The members of the Board of Directors shall not be entitled to any compensation for their services as such members. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such

charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six months from the date of its execution.

ARTICLE V PROPERTY RIGHTS IN THE COMMON AREAS

5.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in and to Outlots 1, 2, and 4 and any Common Areas acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Title to Common Areas. Title to the Common Areas, if any, shall be conveyed to the Association by Developer by virtue of the recorded final plat. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas. It is understood that the entrance markers may be, in the discretion of Developer, located on easements for the benefit of the Association and the entrance markers shall be maintained, operated and administered by the Association.

5.3 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association to dedicate or transfer all or any part of any Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer, shall be effective unless instruments signed by Members entitled to cast Fifty-one (51%) percent of the votes of the membership have been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed dedication or transfer is sent to every Member at least 30 days in advance of such dedication or transfer; and

(b) The right of the Association, but subject to the prior written approval of the Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of two-thirds of the votes of the Members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

5.4 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water drainage system servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner hereby authorizes the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans

and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of 18% unless paid in full within 15 days after notice to pay. Damage not assessable to an Owner hereunder shall be paid by the Association and assessed to all Owners. The foregoing provision applies only to the private improvement and not to the public improvements that are dedicated to the Village. The Village may assess an Owner(s) for the cost to repair any damage to public improvements caused by the negligent or intentional act of such Owner(s).

5.5 Disclaimer. Developer shall convey the Common Areas to the Owners "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold Developer harmless against any and all claims relating to the Common Areas.

ARTICLE VI COVENANT FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. Developer hereby covenants, and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association: (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the drainage systems servicing the Property; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) special assessments as provided in section 7.3. All such assessments together with interest thereon and costs of collection thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Special Note: Notwithstanding any other provision in this Declaration to the contrary, Developer shall pay to the Meadowdale Estates Homeowners Association only One Quarter (1/4) of the total assessments due, provided for in this Article VI Section 6.1 of the Declaration, for every Lot owned by Developer in Meadowdale Estates. Each subsequent Owner, who has purchased a Lot from Developer or any other Owner in Meadowdale Estates, shall be subject to the entire amount of assessments due under Section 6.1 and shall pay the same, or prorated amount in the year of closing, to the Meadowdale Estates Homeowners Association.

6.2 Annual General Assessment.

(a) *Purpose of Assessment.* The annual general assessment levied by the Association each year shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, and entrance markers, including but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors.

(b) *Determination of the Assessment.* The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2(a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally, except as to the Lots owned by Developer. The rate of assessment shall not be limited by the amounts set forth in Wisconsin Statutes, Section 779.70.

(c) *Method of Assessment.* The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after 30 days from the date of such levy (with an option for payment in monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

(d) *Date of Commencement of Annual General Assessments.* Annual general assessments shall commence on the date of conveyance of the first Lot to an Owner who is not Developer, or at such later time as determined by Developer and/or the Association.

6.3 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances (not otherwise owned by the Village) located within any water drainage easement area.

6.4 Special Assessment for Exterior Maintenance to Lots.

(a) *Exterior Maintenance to Lots.* In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, driveways, walks, patios and other exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors, shall have all necessary rights of ingress and egress to and from such Lot, building or improvement with full right to do whatever may be necessary to perform any such maintenance, repair or replacement.

(b) *Assessment of Cost.* The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and if not paid within 30 days of written notice of the amount of such assessment shall accrue interest at the annual rate of 18%. Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

6.5 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.6 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges or liens.

6.7 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement with 15 business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.

6.8 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter until paid in full bear interest at the rate of Eighteen (18%) percent per annum or the highest interest rate permitted by law, whichever is lower.

6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of 60 days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Kenosha County within six months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin Statutes Section 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.10 Discontinuance or Reduction in Assessments. Notwithstanding anything contained herein to the contrary, Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village would impair the ability of Developer, Association or the Owner to perform the functions as set forth herein and in the final plat. Any proposed elimination or material reduction in the assessments or charges against Owners shall be subject to the approval of the Village.

ARTICLE VII ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. This Declaration and the covenants contained herein and on the final plat are enforceable only by Developer and/or the Association and/or the Village or such person or organization specifically designated by Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by Developer and its assigns and/or the Village in any manner provided by law or equity, including but not limited to one or more of the following:

- (a) Injunctive relief;
- (b) Action for specific performance;
- (c) Action for money damages as set forth in this Declaration; and/or

(d) Performance of these covenants by Developer and/or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from Developer or the Village describing such default. In such event the defaulting Owner shall be liable to Developer or the Village for the actual costs (plus 15% for overhead) related to or in connection with performing these covenants.

7.3 Reimbursement. To the extent that any duty is assigned to the Association pursuant to the Plat or this Declaration, and such duty is performed by Developer, Developer shall be entitled to reimbursement from the Association for any loss, cost or expense (including the cost of performance), and such costs may include, by means of illustration and not limitation, the cost of replacing plants during the warranty period which have not been properly maintained by the Association. Any amounts expended by Developer and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to Developer and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

7.4 Failure to Enforce Not a Waiver. Failure of Developer or assigns and/or the Village to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

7.5 Right to Enter. Developer and/or the Village shall have the right to enter upon any Building Site or other Lot within the Premises for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants, and, if Developer and/or the Village so elects under Section 7.2(d), for the purpose of performing obligations hereunder on behalf of a party in default hereof.

7.7 Village Authority. In the event the obligations contained herein and as continued in the final plat are not being performed to the satisfaction of the Village, the Village shall have the right, but not the obligation to perform such function and may assess any charges incurred in the performance of such covenants against the Association and/or the Owners. Any amounts expended by the Village in enforcing these obligations, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall be paid by the Owner. In the event such amounts are not paid, the charges may be levied as a special assessment by the Village in accordance with Wisconsin Statutes.

ARTICLE VIII GENERAL PROVISIONS

8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under Developer for a period of 50 years from the date this Declaration is recorded and shall automatically be extended for

successive periods of ten years unless, subject to the approval of the Village, an instrument signed by the Owners of ninety percent of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first ten years following the date this Declaration is recorded, this Declaration may be amended at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment executed: (a) solely by Developer, subject to Village approval, until such time as Developer conveys at least 108 Lots to other Owners, (other than by multiple sale of Lots to a successor developer), and thereafter (b) by Owners of one hundred (100%) percent of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Village and Developer or its successors and assigns is first obtained, so long as Developer, or its successors and assigns shall own any Lots. Subsequent to such ten year period, this Declaration may be amended by written declaration executed by at least seventy-five (75%) percent of the Lots subject to this Declaration. Such written declaration shall become effective upon recording in the Office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

8.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

8.3 Enforcement. Upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five days after notice, or if a second occurrence of such violation shall occur within six months of the original notice of such violation from the Association, the Association may levy a fine in the amount of \$500 and an additional fine of \$100 for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within 15 days after written notice of such fine, the amount due shall accrue interest at the rate of 12% annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month and year first above written.

CRESTWOOD DEVELOPMENT LLC

By: Vincent K. Kuttemperoor
Vincent Kuttemperoor, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 16th day of November, 2000, the above-named Vincent Kuttemperoor, manager of the above-named limited liability company, to me known to be such person who executed the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company, by its authority.

Jean M. Wulke
Notary Public Kenosha County, WI
My Commission Expires: 2-17-2002

This instrument was drafted by V. K. Development Corporation.

EXHIBIT A

Part of the northeast quarter of Section 23, Town 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin, and being more particularly described as follows: beginning at the Northwest corner of said quarter section; thence N.89°12'20"E. (recorded as S.88°11'30"E.), along the north line of said quarter section 1010.52 feet to a point which is 1674.25 feet S.89°12'20"W. from the northeast corner of said quarter section, said point being the northwest corner of Isetts' Meadowdale Farms Unit "A", a recorded subdivision; thence around the boundaries of said recorded subdivision, S.0°47'40"E. 620.00 feet; thence N.89°12'20"E. 125.00 feet; thence S.16°9'06"E. 93.41 feet; thence S.0°47'40"E. 150.00 feet; thence S.10°20'54"W. 67.27 feet; thence S.0°47'40"E. 150.00 feet; thence N.89°12'20"E. 546.00 feet; thence S.44°41'12"E. 155.54 feet; thence N.89°12'20"E. 425.00 feet to the southeast corner of said recorded subdivision; thence S.2°48'51"E. (recorded as S.0°11'30"E.) parallel with the east line of said quarter section 948.80 feet; thence N.87°11'09"E. (recorded as N.89°48'30"E.) at right angles to the east line of said quarter section, 500.00 feet; thence S.2°48'51"E. (recorded as S.0°11'30"E.) along the east line of said quarter section 405.00 feet to a point which is 2525.00 feet, S.2°48'51"E. from the northeast corner of said quarter section; thence S.87°11'09"W. (recorded as S.89°48'30"W.) at right angles to the east line of said quarter section 500.00 feet; thence S.2°48'51"E. 124.77 feet, (recorded as South 127.02 more or less, also recorded as S.0°11'30"E. 125.4 feet), parallel with the east line of said quarter section to the south line of said quarter section; thence S.89°16'52"W. along the south line of said quarter section 2194.68 feet, (recorded as N.88°06'30"W. 2194.5 feet) to the southwest corner of said quarter section; thence N.2°35'49"W. along the east line of said quarter section 2664.17 feet, (recorded as North 2664.4 feet) to the point of the beginning. Excepting therefrom as a fee title the most easterly 50.00 feet for 39th Avenue, and excepting therefrom the most northerly 50.00 feet for 93rd Street.

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Landscape standards

The intent of the landscape requirements is to provide minimal planting with a diversity of trees within the individual lot areas. Notwithstanding anything contained herein to the contrary, the ACC in its sole and absolute discretion may require additional landscaping from that described below.

1. At least two deciduous trees no less than 1 ½" cal. shall be incorporated into the landscape design.
2. At least one evergreen tree no less than 5" high shall be incorporated into the landscape design.
3. Landscape plans shall be approved by ACC prior to installation.
4. Landscaping as approved by ACC shall be installed and completed no later than 12 months after final occupancy is granted.
5. Hard surface driveway (asphalt, concrete, pavers, etc.) shall be completed no later than 12 months after final occupancy is granted.
6. Plants within the landscaped 'traffic vision triangle' shall not obstruct the view between the street and the access drives near the street yard entries and exits, and such shrubs and landscaping shall not exceed 24" in height.
7. All required plant material shall be installed according to the Installation Guidelines included in these standards, and/or planting details and specifications as shown on the landscape plan, showing clearly how growing conditions adequate to sustain vigorous and healthy growth will be achieved.
These may include:
 - a. Protect and support tree trunks (guying, staking, tree wrap, etc.)
 - b. Provide adequate conditions for root development and establishment (type of soil mix, soil amendments, planting hole depth, pruning, fertilizing, etc.)
 - c. Provide for retention of moisture (mulching, ground cover, etc.)
 - d. Protect plants from construction equipment damage.
 - e. Provide planting holes twice the diameter of the rootball and backfill with clean topsoil rich in organic material.

Selecting Plant Materials

Plants chosen for the subdivision area must have a proven climatic adaptability to southeastern Wisconsin. While the adaptability of plant hardiness for our area is largely determined by temperature extremes, wind, soil, and snowfall, yearly precipitation should also be considered. Few plants are without disease and insect problems, but in many

plants these problems are minor. Try to select plant material that is disease resistant and will not present future problems or require extensive care and treatment.

Smoke, fumes, ventilation systems and salt can restrict or even destroy plant material. Likewise, people, by trespass or deliberate vandalism, may also do considerable damage. Proper design and plant selection will help minimized some of these problems. Careful evaluation of site conditions and uses, along with matched plant selection, will provide a lasting landscape.

All plant materials selected shall be a good quality species capable of withstanding the extremes of the hardiness zone in southeastern Wisconsin, be suitable to the soil conditions present and be compatible with site specific microclimates.

The following list of woody plant species is intended as a helpful guide for selecting appropriate plant species. The plants are categorized by their potential growth size and square foot coverage area. This is useful in selecting plants for compliance in meeting the minimal coverage area required in the street yard landscape area. All are hardy in the Pleasant Prairie area. Additional plant materials can be used as long as they meet the requirements set forth in these standards, are hardy in the area, are compatible to the site conditions, and are appropriate cultivars.

TREES

Shade Trees - 150 Sq. Ft. Coverage Area

2" cal. (dbh) Minimum Planting Size

Acer platanoides	Norway Maple
Acer rubrum	Red Maple
Acer saccharum	Sugar Maple
Aesculus hippocastanum	Horsechestnut
Alnus glutinosa	Black Alder
Betula nigra	River Birch
Betula japonica whitespire	Japanese Whitespire Birch
Carya ovata	Shagbark Hickory
Celtis occidentalis "Prairie Pride"	Hackberry
Fagus grandifolia	American Beech
Fraxinus americana	White Ash
Fraxinus pennsylvanica	Green Ash
Ginkgo biboba	Ginkgo (male only)
Gleditsia triacanthos enermis	Honeylocust
Gymnocladus dioicus	Kentucky Coffeetree
Juglans nigra	Black Walnut
Platanus occidentalis	Sycamore
Populus tremuloides	Quacking Aspen
Prunus sargentii	Sargent cherry
Quercus alba	White Oak

Quercus bicolor
Quercus macracarpa
Quercus robur
Quercus rubra
Salix alba "Tristis"
Tilia americana
Tilia cordata

Swamp White Oak
 Burr Oak
 English Oak
 Red Oak
 Niobe Weeping Willow
 American Basswood
 Little Lead Linden

Ornamental Trees - 75 Sq. Ft. Coverage Area
1 1/2" cal. (dbh) Minimum Planting Size

Acer campestre
Acer ginnala
Amelanchier
Carpinus caroliniana
Cercis canadensis "Columbus Strain"
Cornus alternifolia
Crataegus viridis "Winter King"
Magnolia x soulangiana
Malus sps.
Ostrya virginiana
Prunus mackii
Pyrus calleryana
Syringa reticulata

Hedge Maple
 Amur Maple
 Serviceberry
 Musclewood
 Redbud
 Pagoda Dogwood
 Green Hawthorn
 Saucer Magnolia
 Flowering Crab
 Ironwood
 Amur Chokecherry
 Bradford Pear
 Japanese Tree Lilac

Evergreen Trees - 100 Sq. Ft. Coverage Area
5' High Minimum Planting Size

Abies sps.
Juniperus virginiana
Larix decidua
Picea abies
Picea glauca var. *Densata*
Picea pungens
Picea pungens "Hoopsii"
Pinus nigra
Pinus strobus
Pinus sylvestris

Fir
 Eastern Red Cedar
 European Larch
 Norway spruce
 Black Hills Spruce
 Colorado Green Spruce
 Colorado Blue Spruce
 Austrian Pine
 White Pine
 Scots Pine

LARGE SHRUBS - 38 Sq. Ft. Coverage Area

Deciduous Shrubs
24" High Minimum Planting Size

Acer ginnala
Cornus mas
Cotinus coggygria
Euonymus alatus

Amur Maple
 Cornelian Cherry
 Smokebush
 Burning Bush

Forsythia x intermedia "Meadowlark"
 Hamamelis vernalis
 Ligustrum amurense
 Ligustrum japonicum
 Prunus cerasifera
 Rhus typhina
 Syringa vulgaris
 Viburnum dentatum
 Viburnum opulus
 Viburnum prunifolia
 Viburnum trilobum

Forsythia
 Vernal Witch Hazel
 Amur Privet
 Japanese Privet
 Purpleleaf Plum
 Staghorn Sumac
 Common Lilac
 Arrowwood Viburnum
 European Highbush Cranberry Vib.
 Blackhaw Viburnum
 American Highbush Cranberry Vib.

Evergreen Shrubs

15" High Minimum Planting Size

Juniperus chinensis "Hetzii"
 Juniperus chinensis "Pfitzeriana"
 Pinus mugo

Hetz Juniper
 Pfitzer Juniper
 Mugo Pine

MEDIUM SHRUBS -20 Sq. Ft. Coverage Area

Deciduous Shrubs

12" High Minimum Planting Size

Cornus sps.
 Cotoneaster sps.
 Euonymus alatus "Compacta"
 Hydrangea sps.
 Myrica pennsylvanica
 Philadelphus virginialis
 Prunus tomentosa
 Rhamnus frangula "Columnaris"
 Rhus aromatica
 Ribes alpinum
 Rose sps.
 Spiraea prunifolia
 Syringa patula "Miss Kim"
 Viburnum carlesii
 Viburnum trilobum "Wentworth"

Dogwood
 Cotoneaster
 Dwarf Burning Bush
 Hydrangea
 Bayberry
 Mockorange
 Flowering Almond
 Tallhedge Glossy Buckthorn
 Fragrant Sumac
 Alpine Currant
 Hardy Shrub Rose
 Bridal Wreath Spirea
 Dwarf Lilac
 Korean Spice Viburnum
 Wentworth Viburnum

Evergreen Shrubs

12" High Minimum Planting Size

Juniperus chinensis "Ames"
 Juniperus chinensis "Mint Julep"

Ames Juniper
 Mint Julep Juniper

Juniperus chinensis "Sea Green"
Juniperus communis depressa
Juniperus sabina
Juniperus squamata "Meyeri"
Pinus mugo var. *mugo*
Taxus cuspidata
Taxus x media cvs.
Thuja occidentalis

Sea Green Juniper
 Old Field Juniper
 Savin Juniper
 Meyer Juniper
 Dwarf Mugo Pine
 Spreading Japanese Yew
 Japanese Yews
 Arborvitae

SMALL SHRUBS - 12 Sq. Ft. Coverage Area

Deciduous Shrubs

12" High Minimum Planting Size

Amelanchier stolonifera
Cotoneaster apiculatus
Diervilla lonicera
Potentilla sps.
Rhus aromatica "Gro Low"
Salix purpurea nana
Spiraea japonica "Little Princess"
Spiraea x bumalda "Anthony Waterer"
Spiraea x bumalda "Froebelii"
Viburnum opulus "Compactum"

Running Serviceberry
 Cranberry Cotoneaster
 Dwarf Bush Honeysuckle
 Potentilla
 Gro Low Fragrant Sumac
 Dwarf Arctic Willow
 Little Princess Spirea
 A. W. Spirea
 Froebel Spirea
 Compact European Viburnum

Evergreen Shrubs (under 4' tall at Mature Size)

9" High Minimum Planting Size

Juniperus chinensis procumbens
Juniperus chinensis "Pfitzeriana Compacta"
Juniperus chinensis "Kallay's Compact"
Juniperus chinensis var. *sargentii* "Glaucous"
Juniperus sabina "Broadmoor"

Japanese Garden Juniper
 Compact Pfitzer Juniper
 Kallay Juniper
 Sargent Juniper
 Broadmoor Juniper

Evergreen Ground Covers (under 2' tall at Mature Size)

Juniperus horizontalis
Juniperus horizontalis "Bar Harbor"
Juniperus horizontalis "Plumosa"
Juniperus horizontalis "Wiltonii"

Creeping Juniper
 Bar Harbor Juniper
 Andorra Juniper
 Blue Rug Juniper

PROHIBITED PLANT MATERIALS

These are some woody plant species that are regarded as invasive or undesirable by the Wisconsin Department of Resources, and therefore should not be planted.

They include:

BOTANICAL NAME

Acer negundo
Acer saccharinum
Berberis thunbergii
Elaeagnus angustifolia
Ginkgo biloba (female)
Lonicera tatarica
Populus deltoides
Rhamnus cathartica
Rhus glabra
Robinia pseudoacacia
Rosa multiflora
Ulmus pumila

COMMON NAME

Box Elder
Silver Maple
Japanese Barberry
Russian Olive
Ginkgo
Tartarian Honeysuckle
Cottonwood
Common buckthorn
Smooth Sumac
Black Locus
Multiflora Rose
Siberian Elm

INSTALLATION GUIDELINES

Successfully maintained landscapes are a direct result of the quality of the landscape installation. Improper planting techniques will adversely affect the growth of new plant materials. Quality products and installation also reduces the amount of maintenance required. A healthy vigorous plant requires less maintenance than a sick or problematic plant. Therefore, it is essential that all new planting installations be done in a quality manner, using quality materials.

The following installation guidelines are intended to provide new plantings with the proper environment with which to grow healthy and vigorous.

MATERIALS

1. Plant names shall conform to those given in "Standardized Plant Names", 1942 edition, American Joint Committee on Horticultural Nomenclature.
2. Plant materials, methods, etc. shall conform to the requirements described in the latest edition of "American Standard for Nursery Stock", which is published by the American Association of Nurserymen, (ANSI Z60.1-Latest Edition).
3. Plants shall equal or exceed the measurements specified in the plant schedule. Measure before pruning with branches in normal position. Height and spread refers to main body of plant and not from tip to tip of branches and roots.
4. All plants shall be of the highest quality. Plants shall have typical growth habit as species. Plants shall be sound, healthy, vigorous and free from

insect pests, plant diseases and injury. One sided plants and plants taken from tightly planted nursery rows will be rejected.

5. All plants shall be true to name and legibly tagged as to name, size and source.
6. Plants designated B/B shall be balled and burlapped. They shall be dug with firm, natural balls, of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap or similar materials and bound with twine, cord or wire baskets.
7. Topsoil shall be fertile, friable, natural loan, screened surface soil, reasonably free of subsoil, clay lumps, brush, weed, and other litter and free of roots, stumps, stones larger than two inches in any dimension and extraneous or toxic matter harmful to plant growth.
8. Sod shall be free of objectionable grassy and broadleaf weeds. Sod shall be considered free of such weeds if less than five such plants are found per 100 sq. ft. of area. Sod will not be acceptable if it contains any of the following weeds: common Bermuda grass, quackgrass, Johnson grass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, garlic mustard, ground ivy, perennial sorrel and brome grass.
9. Bark Mulch: Furnish shredded bark from disease-free hardwood trees. Provide generally flat bark, maximum of 1" wide and 3" long, graded down to sawdust, and relatively free of deleterious matter.

EXECUTION

The most important step in assuring the lively success of the plant material is to provide suitable growing conditions. Therefore the most important component is the execution of the planting pit and backfill. Generally, the planting pits should be executed as follows:

1. All pits shall generally be circular in outline, with vertical, sloping sides. Break up compacted or glazed soil on side of planting pits and flare the planting hole edges.
2. Pits shall be deep enough to allow one-eighth of the ball to be above the finished grade. Plants shall rest on undisturbed soil or well-compacted backfill.
3. Holes for trees and shrubs shall be at least three times the spread diameter of the root ball.

4. Dispose of the subsoil removed from the landscape excavations. Do not mix with planting solid or use as backfill.
5. Fill excavations for trees and shrubs with water and allow to percolate out before planting.
6. Place plants vertical in the center of the hole and at the same depth as they were previously grown. The root collar shall be even or slightly higher than the soil line. Place no soil on top of the root ball.
7. Cut ropes or strings from the top of the root ball after the plant has been set. Leave burlap wrapping intact around the base and sides of the root ball. Cut away or turn under and bury portions of burlap exposed at the top of the root ball. If the root ball is wrapped in a non-biodegradable material, remove the wrapping completely from around the root ball.
8. Provide a mulch saucer around each plant.
9. When approximately 2/3 of the planting pit has been backfilled, fill the hole with adequate water and allow soil to settle. Complete filling and saturate the plant pits with water within 24 hours of planting.
10. Fertilizer shall be applied at the time of planting and mixed with the backfill. Apply, 10 lbs. of phosphate containing fertilizer such as 0-20-0, 0-46-0, 4-12-4, or 5-10-5 per cubic yard of backfill. A rate of 10 lbs. of phosphate per cubic yard is approximately equal to 0.5 lb. fertilizer per bushel of backfill.
11. For areas designated as shrub beds or hedge trenches, they shall be cultivated to at least 18 inches in depth.
12. For areas designated for perennials, ground covers and vines, the area shall be cultivated a minimum 12 inches.
13. All trenches and shrub beds shall be edged and cultivated to the lines shown on the approved plans.
14. Stakes and support ties are needed only if the plant needs support to remain upright, or if protection is needed from people. Fastening material shall be ¼ inch ploy-rope or similar material. Wire shall not be used. Hose to encase fastening material shall be 2 ply ½ inch diameter reinforced rubber garden hose.
15. Protect all public right-of-ways including street and/or sidewalks from damage.

GUARANTEE

1. Property owners whether in commercial or residential zones are responsible for the maintenance and general care of the plants, trees and grass installed in their respective property and from the property line to the edge of street.
2. Property owners are required to replace all dead plants, trees or grass within 90 days with a like plant, tree or grass. Deviations shall be detailed on the landscape plan and shall be approved by ACC.

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