

Document Number

Declaration of Restrictions,
Covenants and Easements
The Reserve Subdivision

Subdivision recorded as
document # 1781951 &
Plat # 5923 on 10.6.16



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Recording Area

Name and Return Address

John E. Hotvedt
Hotvedt & Terry, LLC
4015 - 80th Street, Suite H
Kenosha, WI 53142

28

65-4-120-044-0101
65-4-120-044-0102
65-4-120-044-0103
65-4-120-044-0104
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65-4-120-044-0106
65-4-120-044-0107
65-4-120-044-0108
65-4-120-044-0109
65-4-120-044-0110
65-4-120-044-0111

(Parcel Identification Number)

The Reserve Subdivision
Declaration of Restrictions, Covenants and Easements

This Declaration of Restrictions, Covenants and Easements ("Declaration") is made by and between:

- Stephen C. Mills (hereinafter "Mills");
- Mills Enterprises, LLC (hereinafter "Developer") and
- Craig T. Baumgardner and Laura M. Baumgardner, husband and wife (hereinafter "Baumgardner").

Mills, Developer and Baumgardner shall hereinafter collectively be referred to as "Owners."

RECITALS

WHEREAS, the Owners are the record title owner of the real property formerly known as "The Reserve Condominium" located in the Town of Salem, County of Kenosha, State of Wisconsin, all as more particularly described on the attached Exhibit A (hereinafter the "Condominium"); and

WHEREAS, the Owners have on the even date hereof recorded a Removal Instrument for said Condominium and hereby collectively desire to re-plat the real property described in said Condominium as "The Reserve Subdivision" as described and depicted on the attached Exhibit B, inclusive of Lots 1 through 11 and Outlot 1 as shown on said Final Plat of Subdivision (hereinafter the "Property"); and

WHEREAS, the Owners collectively desire to subject the Property to the conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration, each and all of which is and are for the benefit of the Property, the Owners, the Town, and for each owner thereof and shall pass with ownership of such Property and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, the Owners, pursuant to the recording of the Removal Instrument referenced above, have become tenant-in-common owners in and to the real property located within the former Condominium and have recorded appropriate deeds on the even date hereof to partition said interest so that the Property as of the date hereof is owned as follows:

- | | |
|---------------|---|
| • Mills | Lot 1 |
| • Baumgardner | Lot 4 |
| • Developer | Lot 2, 3, and 5 through 11 and Outlot 1 |

DECLARATION

NOW, THEREFORE, the Developer, with the consent of the undersigned Owners, hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the 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 “Developer” shall mean Mills Enterprises, LLC, a Wisconsin limited liability company. The “Developer” may also mean the Architectural Control Committee and vice versa, with respect to any required approval and review process under the Declaration.

1.2 “Association” shall mean and refer to The Reserve Homeowners Association, Inc.

1.3 “Property” shall mean and refer to all existing properties as are subject to this Declaration.

1.4 “Common Areas” shall mean Outlot 1.

1.5 “Lot” shall mean and refer to Lots 1 through 11.

1.6 “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 term “Owner” shall refer to such person instead of the vendor.

1.7 “Member” shall mean and refer to all those Owners who are Members of the Association as provided in Article IV hereof.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit B attached hereto as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Kenosha County, Wisconsin. The term “Existing Property” as used in this Declaration shall refer to all property which is subject to the provisions hereof.

2.2 Additions to the Property. The Developer may, from time to time and in its sole discretion, subject all or a portion of adjacent property now or in the future owned by the Developer as additions to The Reserve to this Declaration, by appropriate reference hereto. The additions authorized herein shall be made by filing for 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 (as hereinafter defined) and the amount of land owned by the Association. Such Supplemental Declaration may contain such complementary 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 lands which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the lands 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 subjected to this Declaration 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 an entrance to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure an appropriate 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 an appropriate type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the County zoning ordinance. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet in height, and a private attached garage. Notwithstanding anything contained herein to the contrary, the Developer and its designee may use such Lots for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.3 Architectural Control. No building, fence, wall, 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 3.3 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Town without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC 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 Developer, or ACC, 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 and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the Town and/or County ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

3.4 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.5 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or 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 2500 square feet for a one-story dwelling;

- (b) Not less than 3000 square feet for a two-story dwelling with a minimum first floor area of 1050 square feet;
- (c) Not less than 3000 square feet for a one and a half (1 ½) story dwelling.
- (d) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.6 Grading, Building, Location and Lot Area.

- (a) No dwelling shall be constructed with slab on grade construction.
- (b) No building shall be located nearer than thirty (30) feet from a wetland boundary as shown on the Final Plat.
- (c) All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the ACC but, in no event, less than that set forth on the Final Plat and provided by applicable County ordinance.
- (d) Within each set of building construction plans submitted to the ACC 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 as shown on the final plat. Upon written petition of an Owner to the ACC and the Town, the ACC, with the written approval of the Town, may make modifications to the final first floor grade of the proposed dwelling. Owner shall reimburse the Town for all costs associated with reviewing the requested grade change, including but not limited to review by the Town's Engineer.
- (e) Each Owner shall be responsible for insuring that drainage from said Owner's Lot adheres to the existing drainage patterns 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 shall be caused by an Owner except minor changes where those changes do not violate the purpose, spirit and intent of this Declaration.

- (f) Any excess fill from excavations shall be hauled off site and disposed, at the Lot Owner's cost.
- (g) Any storm water or drainage issues or disputes that arise during or after the construction of the dwelling or surface grading shall be resolved by the Developer or association.

3.7 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of issuance of the building permit. The time of completion shall be extended by the ACC in its sole discretion as a result of any delay due to strike, lockouts, or acts of God, or for any other good cause as determined by the ACC. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within six (6) months from the issuance of an occupancy permit.

3.8 Easements/Dedications/Obligations.

(a) Easements-General. Certain Easements affecting the Property are recorded on the final plat for The Reserve in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the Town, or to the Association, 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, cable TV and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Town; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Town and/or any other party having an interest in the respective easement area.

(b) Setbacks. The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas ("Setback Areas") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer,

or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.

(c) Dedications, Easements and Covenants for Stormwater Detention Areas and Adjacent Areas. The fee interest in the areas shown on the final plat as Outlots has been dedicated, given, granted and conveyed by the Developer to the Association. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the final plat. The Developer and the Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, snow removal, and all required maintenance to these Outlots. No filling or other activity or condition detrimental to their function as stormwater drainage facilities shall occur or exist within such Outlot or on the surrounding lands without the written approval of the Developer and the Town. From time to time in the Town's discretion, the Town 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 the Developer, its successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the Town, the Developer and the Association. The Developer, its successors, assigns, and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Town. The Association and its Members shall be bound by the above mentioned covenants and such similar covenants as are contained in the final plat.

(d) Private Roads/Access Easement. The private drives designated on the Plat as "265th Avenue" (the "Road") shall be owned, maintained and controlled by the Association. The private drive is reserved for the use, enjoyment and benefit of the Owners, their guest and invitees. No vehicle parking shall be permitted on the private drive. The private drive shall at all times be kept free and clear of obstructions of any type.

(e) Trail. The trail shown on the Final Plat shall be owned, maintained and controlled by the Association. The private trail is reserved for the use, enjoyment and benefit of the Owners, their guest and invitees

3.9 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Town ordinances 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 Town except for lot line adjustments permitted under County ordinances. The requirements under County ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand

and insure compliance with County ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the County ordinances and the County ordinance is more strict than the provision contained herein, the County 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 County and shall not constitute a waiver of such County requirement and/or approval.

3.10 Landscape Requirements. All plans for dwellings shall include a landscape plan which shall be subject to the approval of the ACC, shall be submitted in three (3) copies for approval prior to submission to the Town Building Inspector of the building plans for the dwelling. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property. Landscape planting for any dwelling as approved by the ACC shall be completed within one (1) year from the date of issuance of an occupancy permit by the Town, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, 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 this section 3.10 of this Declaration. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. 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 ACC.

3.11 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.

(a) 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.

(b) 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; such property must be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, pickup trucks, passenger vans, 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.

(c) No external antennae, including satellite dishes (excepting satellite dishes of not greater than 24" in diameter), television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

3.12 Miscellaneous Structures. The ACC may approve detached ornamental landscape structures (gazebos, decks, playhouses, etc.) or permanent storage sheds or other outbuildings to be situated within the boundaries of the Lot. Structures to be considered must be similar in design, character and color to the existing single-family dwelling. No such structure may be constructed without ACC approval.

3.13 Animals. No animals of any kind shall be raised, bred, or kept on any Lot, except as set forth herein:

(a) Household Pets. On any Lot, no more than two (2) dogs, two (2) cats and/or two (2) other small household pets within the boundaries of his or her Lot in a manner which will not disturb the type and quality of life and the environment of the Property.

(b) Horses and Other Livestock. Except as set forth herein, no horses or livestock other than horses may be kept with the Property. Notwithstanding the foregoing, the Owner of Lot 1 may maintain up to four (4) horses within the boundaries of the Lot provided that the horses are kept in a manner which will not disturb the type and quality of life and environment of the Subdivision.

3.14 Garages; Parking and Driveways.

(a) Each Lot shall have a private, enclosed garage for onsite storage of not less than three (3) automobiles and not more than five (5) automobiles and shall be connected to the private drive situated within the Lot by a properly surfaced asphalt, concrete, or brick driveway such driveway shall be completed by the Lot Owner at such Lot Owners expense within six (6) months from the date of issuance of any occupancy permit.

(b) The location of any driveway and its intersection with the private drive shall be subject to approval of the ACC.

(c) No parking of any motorized or non-motorized vehicle including, but not limited to, a mobile home, trailer, boat, camper, truck, automobile, or other vehicle is permitted on the non-paved portion of the Lot

3.15 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: brick, stone, wood or other similar natural materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC.

(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 ACC 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 ACC for approval prior to painting or staining. It shall be the aim of the ACC 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) All dwellings proposed to be erected, altered or modified shall specify on the construction plans dimensional shingle, cedar shake, or other roofing materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC. All dwellings shall have minimum roof pitches of 6:12 or as otherwise approved by the ACC.

3.16 Fences and Walls. No fence or wall shall be permitted which does not comply with Town and County ordinances regulating the same. Additionally, no fence shall be constructed unless approved in advance by the ACC.

3.17 Swimming Pools. All outdoor swimming pools shall comply with Town and County ordinances. No swimming pool shall be constructed above ground level and all pools shall be protected by proper fencing or screening not exceeding six (6) feet in height. Specifications and location of the pool must be approved by the ACC prior to construction.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.1 Membership and Voting Rights. 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 (1) vote in the Association for each Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. 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 (6) months from the date of its execution.

4.2 Directors.

(a) Until the first meeting of the Members or until the Developer designates otherwise, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) When the Developer no longer owns one (1) or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot sold by the Developer (whichever occurs first), the Developer shall cause the directors designated by the Developer to resign effective as of the first annual meeting of Members described in the Bylaws of the Association. The Board of Directors thereafter consisting of three (3) members shall be elected by the Members at each annual meeting of Members. The members of such elected Board of Directors shall serve for staggered terms of three (3) years, or until their respective successors shall have been elected by the Members. The members of the Board of Directors shall not be entitled to any compensation for their services as members.

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 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 and Maintenance of Outlots. Title to Outlot 1 shall be conveyed to the Association by quit claim deed from the Developer. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas. The Association shall be responsible for the due care and maintenance of all such Outlots as well as the payment of real estate taxes levied against such Outlots by the local assessing authority.

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, but subject to the prior written approval of the Town 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; and

(b) The right of the Association, but subject to prior written approval of the Town, 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 the Board of Directors.

5.4 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems 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 does hereby authorize the Association to repair said damaged areas; 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, together with twenty-five percent (25%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.5 Right to Enter and Maintain. The Developer and the Association are hereby granted an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots and/or The Reserve as a whole, in addition to benefitting such Lot. If such Lot, Outlot or Common Area contains public utilities or facilities which are maintained by the Town, the Town shall have the right to enter upon such Outlot, Lot or common area upon reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing such facilities or utilities and recover the cost thereof using any methods authorized by Statute. The rights granted to the Town herein are in addition to any access rights the Town may have pursuant to any applicable easement or facility agreement. No prior notification shall be required for emergency repairs.

5.6 Disclaimer. The Developer shall convey the above mentioned Outlot to the Association 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. The Developer and Town 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 the Developer and Town 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. The 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 Common Areas; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) other special assessments as provided herein. All such assessments, together with interest thereon and costs of collection thereof, including actual attorney's fees incurred by the Developer or the Association, as the case may be, 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.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall not be liable to the Association for the assessments provided for in this Article VI of the

Declaration, for any Lot owned by the Developer in the Subdivision. Every subsequent Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to said assessment and shall pay the same or prorated amount in the year of closing to the Association. Any deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

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 health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat 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 and accounting services 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.

(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 thirty (30) days from the date of such levy (with an option for payment in quarterly 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 as determined by Developer in its sole discretion.

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 (or longer if deemed necessary in the reasonable discretion of the Board) 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 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, down spouts, 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, together with ten percent (10%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and, if not paid within thirty (30) days of written notice of the amount of such assessment, shall accrue interest at the annual rate of eighteen percent (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 not within any Lot 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 within fifteen (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 percent (18%) per annum. In addition to the interest charges, a late charge of up to Fifty Dollars (\$50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.

6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use 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 sixty (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 (6) 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 ' 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 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the 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 Town, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the final plat.

ARTICLE VII ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. Except as otherwise set forth herein, this Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer, the Town an Owner, and/or the Association, or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof. However, the Town shall have no obligation to enforce the same and may do so at its discretion.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns, and/or the Association,

and/or an Owner, and/or the Town (but the Town shall have no obligation to enforce the same and may do so in its discretion) 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

(d) Performance of these covenants by the Developer, the Association, or the Town on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the Town describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association, or the Town for the actual costs (plus twenty five percent [25%] for overhead) related to or in connection with performing these covenants.

7.3 Reimbursement. Any amounts expended by the Developer, the Association, and/or the Town 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 the Developer, the Association, and/or the Town, 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 the Developer or assigns, the Association, an Owner, and/or the Town 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. The Developer, the Association, and/or the Town shall have the right to enter upon any building site or Lot within the Subdivision for the purpose of ascertaining whether the Owner of a Lot is complying with these covenants and if the Developer, the Association, and/or the Town so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of an Owner in default hereof.

7.6 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the final plat.

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 the Developer and shall be

for the benefit of and be enforceable solely by the Association for a period of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended, subject to the Village's written approval, 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 the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration provided the prior written approval of the Village is obtained. 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. To the extent that other specific remedies are not provided herein, 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 (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of Five Hundred Dollars (\$500.00) and an additional fine of One Hundred Dollars (\$100.00) 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 fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of eighteen percent (18%) 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 of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close

as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

IN WITNESS WHEREOF, this instrument has been duly executed this 21 day of September, 2016.

[signatures on following pages]

Owner of Lot 1:



Stephen C. Mills

State of Wisconsin)
) ss.
Kenosha County)

Personally came before me this 21 day of September, 2016, the above named Stephen C. Mills, to me known to be the person who executed the foregoing instrument and acknowledge the same.



Amanda Jean Stipek
Name: Amanda Jean Stipek
Notary Public, State of Wisconsin
My Commission expires 1/15/2018


Owner of Lots 2, 3, 5 through 11, and Outlot 1 and
Developer:
Mills Enterprises, LLC

By: 
Stephen C. Mills, Authorized Member


State of Wisconsin)
) ss.
Kenosha County)

Personally came before me this 21 day of September, 2016, Stephen C. Mills,
to me known to be such person and member who executed the foregoing instrument and
acknowledge that he executed the same as the authorized member on behalf of the Developer, by
its authority.




Name: Amanda Jean Stipek
Notary Public, State of WI
My Commission expires 1/15/2018

Owner of Lot 4:

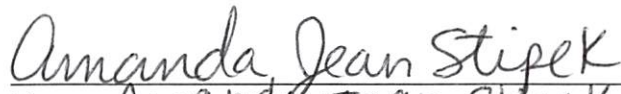

Craig T. Baumgardner


Laura M. Baumgardner

State of Wisconsin)
) ss.
Kenosha County)

Personally came before me this 21 day of September, 2016, the above named Craig T. Baumgardner and Laura M. Baumgardner, to me known to be the persons who executed the foregoing instrument and acknowledge the same.




Name: Amanda Jean Stipek
Notary Public, State of Wisconsin
My Commission expires 1/15/2018

Mortgagee Consent

The undersigned, being the holder of a mortgage against the property described herein as Lot 4, does hereby consent to the attached Declaration of Restrictions, Covenants and Easements.

Dated: September 28, 2016

Associated Bank N.A.

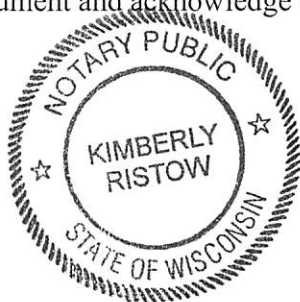
By: Peter C Laux

Name: Peter C. Laux

Title: VP- Default Services Manager

State of Wisconsin)
) ss.
PORTAGE County)

Personally came before me this 28th day of September, 2016, the above named Peter C. Laux, to me known to be the person who executed the foregoing document and acknowledge the same as the authorized act of Associated Bank N.A.



Kimberly Ristow
Name: Kimberly Ristow
Notary Public, State of Wisconsin
My Commission expires November 19, 2019

This instrument drafted by
John E. Hotvedt
Attorney at Law

00269887.docx

EXHIBIT A

Legal Description

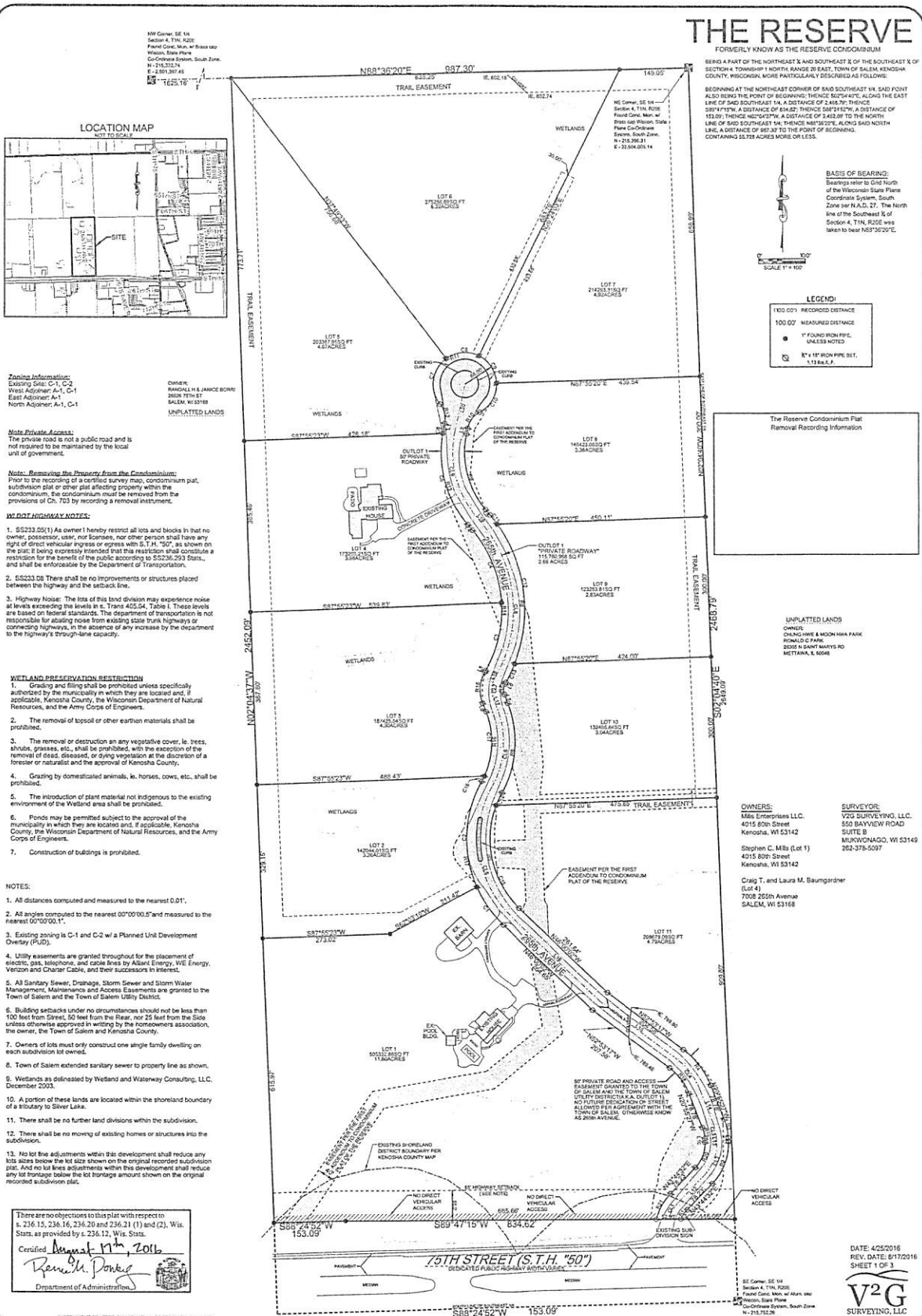
Being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 1 North, Range 20 East, Town of Salem, Kenosha County, Wisconsin, more particularly described as follows: Beginning at the Northeast corner of said Southeast $\frac{1}{4}$, said point also being the POINT OF BEGINNING; thence S02°04'40"E, along the East line of said Southeast $\frac{1}{4}$, a distance of 2,468.79 feet; thence S89°47'15"W, a distance of 834.62 feet; thence S88°24'52"W, a distance of 153.09 feet; thence N02°04'37"W, a distance of 2,452.09 feet to the North line of said Southeast $\frac{1}{4}$; thence N88°36'20"E, along said North line, a distance of 987.30 feet to the POINT OF BEGINNING.

Containing 2,427,528 square feet or 55.7284 acres, more or less.

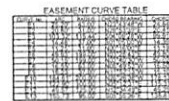
EXHIBIT B

Plat of Subdivision

(see attached)



BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE S07°04'N07E, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2,468.79'; THENCE S89°41'15"W, A DISTANCE OF 834.52'; THENCE S88°42'57"W, A DISTANCE OF 153.89'; THENCE N62°04'27"W, A DISTANCE OF 2,452.09' TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE N08°17'20"E, ALONG SAID NORTH LINE, A DISTANCE OF 967.30' TO THE POINT OF BEGINNING. CONTAINING 55,728 ACRES MORE OR LESS.



There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified August 11th, 2016

Renée M. Pong

Department of Administration

