

Restrictive Covenants
for Shadow Wood Sub

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James A. Ladwig

JAMES A LADWIG
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Name and Return Address:

47-
RA Szymczak Properties
10725 Essex Ct.
Mequon, WI 53092

FROM TO LOT#	PARCEL#
1	151-03-22-36-131-010
2	151-03-22-36-131-020
3	151-03-22-36-131-030
4	151-03-22-36-131-040
5	151-03-22-36-131-050
6	151-03-22-36-131-060
7	151-03-22-36-131-070
8	151-03-22-36-131-080
9	151-03-22-36-131-090
10	151-03-22-36-131-100
11	151-03-22-36-131-110
12	151-03-22-36-131-120
13	151-03-22-36-131-130
14	151-03-22-36-131-140
15	151-03-22-36-131-150
16	151-03-22-36-131-160
17	151-03-22-36-131-170
18	151-03-22-36-131-180
19	151-03-22-36-131-190
20	151-03-22-36-131-200
21	151-03-22-36-131-210
22	151-03-22-36-131-220
23	151-03-22-36-131-230
24	151-03-22-36-131-240

151-03-22-36-131-000
(Parcel Identification Number)

RESTRICTIVE COVENANTS FOR SHADOW WOOD SUBDIVISION

Declaration of Conditions, Covenants, Restrictions and Easements, hereinafter called the "Declaration," regarding Shadow Wood Subdivision, being a subdivision located in the Village of Mount Pleasant, Racine County, Wisconsin, hereinafter called the "Village."

R. A. Szymczak Properties LLC, hereinafter called the "Developer," being owner of certain property in Racine County, Wisconsin, makes this Declaration.

WHEREAS, the Developer holds title to certain real estate located in the Village and legally described on Exhibit A attached to this Declaration, which lands are included in the Plat of Shadow Wood Subdivision, a copy of which is attached hereto for reference as Exhibit B, said lands being hereinafter referred to as the "Subdivision;" and

WHEREAS, this Declaration will carry out the aforesaid purposes and will assure each subsequent owner of property in the subdivision of the continuance of these high standards.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto to be bound by this Declaration, the Developer hereby imposes upon the lands described in Exhibit A and known as Shadow Wood Subdivision, the conditions, covenants, restrictions and easements hereinafter set forth, which shall inure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

1. GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive development, to insure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property, to encourage and secure the erection of attractive buildings designed and built in accordance with a harmonious theme, to secure the appropriate locations thereof on building sites, to prevent haphazard and in harmonious improvement of building sites; and to secure and maintain proper setbacks from streets, and to assure proper landscape design.

All lots in the Subdivision, according to the survey and plats thereof, are designated as "Residential Area" on the Plat of Shadow Wood Subdivision. No Commercial activity shall be carried out on any of those lots designated as Residential Area.

2. TERMINATION

This Declaration shall run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, this Declaration, and the Conditions, Covenants, Restrictions and Easements contained herein, shall be automatically extended for successive periods of ten (10)

years unless the record owners of seventy-five percent (75%) or more of the lots in the Subdivision and the Village shall:

A. Execute a written document rescinding these conditions, covenants restrictions and easements or any one or more of them in whole or in part at least one (1) year before the expiration of the first or any subsequent ten-year period; and,

B. Record such document in the office of the Register of Deeds of Racine County, Wisconsin

3. SEVERABILITY

Invalidation of any provision of this Declaration by judgment or other court order shall not in any way affect any of the other provisions, which shall remain in full force and effect.

4. ARCHITECTURAL CONTROL COMMITTEE

No structure or other improvement, whether above or below grade, shall be erected, placed, or altered on any lot until the building plans, specifications and plot plan showing the location thereof, and the elevation with respect to street grade, have been approved in writing as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and planning by an architectural control committee, hereinafter called the "Architectural Control Committee," and approved before a building permit is applied for from the Village. Any change or modification to a previously approved plan must be submitted to, and approved by the Architectural Control Committee in writing.

A. The design layout and exterior appearance of each residence shall be such that, in the sole opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and have no substantial adverse effect on the property values in the neighborhood.

B. The approval or disapproval of the Architectural Control Committee as required by these covenants shall be in writing. Should the Architectural Control Committee fail to approve or disapprove such plans and specification and the locations within thirty (30) days after submission of the plans to it, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force, and the related covenants shall have been deemed to have been fully complied with.

C. The initial Architectural Control Committee shall consist of: the Developer or its designee. The address of the initial Architectural Control Committee is: 8110 75th Street #4, Kenosha, WI 53142.

D. The Architectural Control Committee may designate a representative to act for it. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

E. Upon the sale of the last of the lots in the Subdivision owned by the Developer, the Architectural Control Committee shall consist of three (3) members elected by the owners of a majority of the lots in the Subdivision at a meeting of lot owners called by notice in writing,

mailed to the last known address of all Subdivision lot owners as shown on the assessment rolls of the Village.

F. The Architectural Control Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship or where the granting of such special exception would not be incompatible with the basic concept of the Subdivision.

G. The members of the Architectural Control Committee shall not be liable to any lot owner in the Subdivision for any actions taken by them in their role as members of the Architectural Control Committee.

5. DWELLING QUALITY

All structures shall be designated by a registered architect, professional engineer or designer experienced in residential design. Structures may have no more than two stories above grade and may include a full basement. Bi-level and tri-level structures, as well as mobile and manufactured homes, are prohibited. The face of every outside wall of any residence, including chimney chases, shall be constructed of brick, stone and/or cement board. Aluminum, cedar and vinyl siding are not approved materials; provided, however, that soffits and fascia may be utilize Aluminum construction. At least forty percent (40%) of the front elevation of each home shall be constructed of brick or stone only. All structures shall have roofs constructed of wood shakes, asphalt or fiberglass shingles, tile, slate, or other material approved by the Architectural Control Committee with not less than a 6" to 12" (6/12) pitch on the majority of the roof. Portions of the roof may have less than a 6/12 pitch if approved by the Architectural Control Committee. Metal is not an approved material. All prefabricated fireplace chimneys shall be enclosed with a chimney chase, which shall be faced with a material acceptable to the Architectural Control Committee. This provision shall not be deemed to apply to the vent cap for direct vent fireplace units. The Architectural Control Committee must approve the location of any such direct vent fireplace unit.

No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six (6) months from commencement of construction. No basement, tent, shack, garage, trailer, camper, mobile home or other outbuilding shall at any time be used as a residence, temporary or permanent, or shall any residence of temporary nature character be erected or be permitted to remain.

A building permit must be obtained within eighteen (18) months of the lot purchase date. If a building permit is not obtained within this time frame, the Developer will have an option, which may be exercised at any time thereafter at the sole discretion of the Developer, to purchase the lot at the original sale price.

Each residential structure to be constructed in the Subdivision shall have a minimum floor area as follows:

1 story (Ranch Style)	2,100 sq. ft. minimum
1-1/2 story (First Floor Master)	2,300 sq. ft. minimum
2 story (Traditional)	2,500 sq. ft. minimum

For purposes of this section, "floor area" shall be defined as the area within the exterior wall lines of a building and not include floor space below grade, basements, garages, breezeways, porches, attics and other areas not finished or useable as living quarters. Notwithstanding the foregoing minimum floor areas, if in the opinion of the Architectural Control Committee a home complies with the other requirements set forth in this Declaration and conforms to the general plan for the Subdivision, the Architectural Control Committee may allow a variance in the minimum floor area not to exceed five percent (5%) of the required minimum.

A brick street address block, which shall be visible from the street, shall be used to identify each residence within the Subdivision.

6. VACANT LOT MAINTENANCE

A lot owner, at his expense, shall maintain his vacant lot until commencement of construction. Maintenance shall include, but is not limited to, grading, seeding, mowing, picking up trash or other debris at the property, and otherwise maintaining the property in an aesthetically appealing manner.

7. LANDSCAPE ARCHITECTURAL CONTROL

A landscape plan showing the proposed development of the entire lot shall be submitted to the Architectural Control Committee for approval as part of the submittals required under Section 4 of this Declaration, and in all events prior to any landscaping being installed on said lot. Adequate surface drainage shall be installed and evidence of substantial progress in carrying out the approved landscape plans shall be shown to said Architectural Control Committee within six (6) months after occupancy of the home by the initial owner. All surface drainage and finish grade elevations shall comply with the master grading and drainage plan for the Subdivision, which has been filed with the Village and a copy of which is attached hereto for reference as Exhibit C. Any landscape plan submitted under this Section 7 shall located trees on the lot as set forth in the master landscaping plan for the Subdivision, which has been filed with the Village and a copy of which is attached hereto for reference as Exhibit D.

8. BUILDING LOCATION

Except as more particularly set forth hereinafter, and subject at all times to approval by the Architectural Control Committee, structures may be located anywhere within the building envelope for the lot as shown on the recorded plat for the Subdivision, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures, and provided further that no structure or part thereof shall be erected contrary to the applicable codes and ordinances of the Village and/or Racine County in force at the time of construction. The minimum front yard set back, side yards and rear yard set back are determined by the Village, and each structure to be built in the Subdivision shall be located on the lot in conformity with applicable Village codes and ordinances. The ground floor elevation for each home erected in the subdivision shall conform to the master grading and drainage plan on file with the Village.

NOTE: THE MINIMUM/MAXIMUM FRONT YARD SET BACK FOR LOTS 17 THROUGH 21 OF THE SUBDIVISION SHALL BE NOT LESS THAN TWENTY-FIVE FEET (25') AND NOT MORE THAN FORTY FEET (40'), TO PRECLUDE THE NEED FOR VARIANCES FROM SECTION 90.1001(6) OF THE VILLAGE'S ZONING ORDINANCE (FRONT YARD ALIGNMENT); PROVIDED, HOWEVER, THAT THE

FOREGOING MINIMUM/MAXIMUM FRONT YARD SET BACK REQUIREMENT DOES NOT SUPERSEDE COMPLIANCE WITH SAID SECTION 90.1001(6) OF THE ZONING ORDINANCE. THE MINIMUM FRONT YARD SET BACK FOR ALL OTHER LOTS IN THE SUBDIVISION SHALL BE NOT LESS THAN THIRTY FEET (30'). FRONT YARD AVERAGING AND ALL OTHER APPLICABLE R75 ZONING REGULATIONS WILL APPLY.

No lot herein established shall be resubdivided for the purpose of adding a fractional part of the resubdivided lot to an adjoining lot or lots.

9. GARAGES, DRIVEWAYS, AND SERVICE WALKS

Each residence constructed in the Subdivision shall have at least a two-car garage, which shall be directly attached to the residential structure or attached by a breezeway not longer than twenty feet (20') in length. No construction of any apron for the purpose of storing any vehicle shall be permitted. To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within six (6) months after issuance of the occupancy permit for a building site, be surfaced with concrete, brick or other hard surface material acceptable to the Architectural Control Committee. No asphalt/blacktop driveways shall be permitted. The plans and specifications for residents submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and service walks. Driveways must be at least ten feet (10') in width and running from the street paving to the garage. Individual entrances and walks are to be paved with brick, concrete, flagstone or similar stone in keeping with the design of the dwelling and development of the Subdivision.

NOTE: SEE SECTION 30 FOR ACCESS RESTRICTIONS.

NOTE: THE DRIVEWAYS AND GARAGES SERVING LOTS 8 THROUGH 12 OF THE SUBDIVISION SHALL BE LOCATED ON THE WEST SIDE OF SUCH LOTS, WITHIN APPLICABLE SIDE YARD SET BACKS.

10. UTILITIES AND ANTENNAS

All electric light, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electronic signals of any nature shall be allowed on any lot within the Subdivision without the approval of the Architectural Control Committee. Any such exterior antenna, satellite dish receiver or similar device shall not exceed twenty inches (20") in diameter and shall be located as determined by the Architectural Control Committee.

11. HEDGES, FENCES AND WALLS

A. Except as hereinafter expressly provided, no hedge, fence or wall may be constructed within the Subdivision. The Architectural Control Committee must approve all proposed plans for hedges, fences or walls in advance.

B. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a lattice fence or sufficient height to conceal the same, but no higher than four feet (4'); by shrubbery or sufficient density to accomplish the same purpose; or other appropriate fencing. Storage of more than two (2) cords of firewood on a lot is prohibited.

C. No hedge may extend to a point nearer to the street on which the house fronts than the front line of such house.

D. Fences or walls required by the Village building code relative to the installation or a swimming pool shall be low in profile, a maximum of four feet (4') in height, aesthetically pleasing and in keeping with the design and architectural style of the home. Without limiting the generality of the foregoing, any fence constructed with respect to a swimming pool shall be decorative in nature, and constructed only of wrought iron or plastic. Wood or stockade fences are prohibited.

F. The location, design, construction and material for all permitted hedges, fences and walls shall at all times be subject to approval by the Architectural Control Committee.

12. PETS

No livestock, poultry, reptile or other animal shall be kept, raised or bred on any lot for any commercial purpose. No animals may be kept or maintained upon any lot except dogs, cats, fish, birds, or other usual and ordinary household pets provided that such pets are not permitted outside of the owners residence except in the case of dogs and cats, provided that such dog(s) and cat(s) are not permitted outside the owners lot unattended and provided further that in no case shall more than a total of two (2) dogs and/or cats be kept on any one lot at any time. No separate outbuildings or enclosures may be erected or kept upon any lot for the purpose of housing or restraining any animal or pet, except one (1) dog kennel shall be permitted provided that such kennel shall not house more than two (2) dogs. Such kennels shall have concrete dog runs and shall be surrounded by a cyclone fence no more than five feet (5') high. All kennels must have a setback of twenty feet (20') from lot lines, shall not be visible from any street, shall be attractively landscaped, shall be screened from view by bushes or shrubs and shall provide adequate shade for animals housed therein. Owners shall keep their pets under direct control at all times. No pets shall be permitted to cause a nuisance or unreasonable disturbance. All owners shall promptly and regularly clean up the excrement of their pets.

13. FILLING BUILDING SITE AND CHANGING CONTOUR

The finish grade for each lot in the Subdivision shall conform to the master grading plan for the Subdivision, which is on record with the Village. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to: 1) change the pre-existing surface water drainage as affects any adjoining lots; and/or 2) create a slope of more than three (3) horizontal feet to (1) vertical foot within twenty feet (20') of any lot line. In addition, an "as built" grade plan shall be submitted to the Architectural Control Committee promptly upon completion of construction and issuance of an occupancy permit for each residence. Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be clean ground fill, free of waste material (such as, but not limited to: concrete, large rocks, wood, etc.) and shall not contain noxious or contaminated material, and all dumping of fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. No sod, gravel, sand or soil may be removed from any lot except in connection with the construction of any structure upon said lot and then only so much as it is necessary and essential in the furtherance of such construction. Under no circumstances, shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee. If the Architectural Control Committee requires that surplus soils remain within the

Subdivision, it shall be placed, at no charge to the Developer, at locations within the Subdivision that are approved by the Architectural Control Committee and in a manner that is in all ways consistent and in conformity with the codes and ordinances of the Village.

NOTE: GRADE PLANS SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE AS SET FORTH ABOVE SHALL, AT A MINIMUM, SHOW THE PROPOSED AND FINISHED GRADES FOR EACH LOT, AT THE CORNERS AND AT INTERVALS OF NOT MORE THAN TWENTY-FIVE FEET (25') ALONG THE LOT LINES, TO CONFORM TO THE MASTER GRADING PLAN FOR THE SUBDIVISION.

14. NUISANCES

No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on, and generally, no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

15. SIGNS

No signs of any character, kind or description shall be maintained upon any lot in the Subdivision except: (a) A sign maintained by the Owners Association (as defined in Section 23) which identifies the Subdivision; (b) signs of a size no greater than twenty-four inches (24") by twenty-four inches (24") advertising a lot as being "For Sale;" (c) signs of a size no greater than twelve inches (12") by eighteen inches (18") bearing the name, address, or both of the resident occupying such lot; and (d) security service warning signs. The Architectural Control Committee shall control the content, size and design of all signs. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the developer or its agents or by a builder to advertise the property during the sale and/or construction period. Further, the Developer, its successors and assigns shall be allowed to erect and maintain temporary signs and markers identifying the Subdivision.

16. SWIMMING POOLS

Above ground swimming pools are specifically excluded. In ground swimming pools and pool houses may be allowed with the approval of the Architectural Control Committee and must be constructed in conformity with this Declaration and the codes and ordinances of the Village. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation of the principle structure. No pool house shall exceed 8 feet (8') by twelve feet (12') in size, and all such pool houses shall be built of the same materials and finish, and to the same architectural design, as the accompanying residence.

17. TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials which may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within ninety (90) days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains.

18. COMMENCEMENT AND COMPLETION OF CONSTRUCTION

A. Lot owner shall commence construction within six (6) months of obtaining a building permit. The interior and exterior construction of a residence shall be substantially completed and the residence shall be ready for occupancy within one (1) year after the commencement of construction; such time of completion shall be extended to the extent of any delay due to strike, lockouts and acts of God. In its sole discretion, the Architectural Control Committee shall determine: a) when a residence is substantially completed and ready for occupancy; b) the extent of the delay due to strike, lockouts and acts of God; and c) may, for good cause, allow additional time for completion of construction.

B. During construction, no adjoining lot may be driven upon or used to dump rubbish, spoil or building material thereon. Damage to topography, grass or ditches may be corrected by the Architectural Control Committee at the expense of the damaging lot owner.

C. All equipment used in clearing, excavation or construction, that is not rubber-tired, shall only be loaded or unloaded within the boundary lines of each lot, and may not in any event be driven upon the streets of the Subdivision, whether paved or base course finished.

D. Any curbs damaged during the course of construction of a residence shall be repaired or replaced, as determined to be necessary by the Architectural Control Committee, at the sole cost and expense of the lot owner.

19. VEHICULAR STORAGE

No outdoor storage of boats, campers, trailers, semi-tractors or trailers, commercial trucks or vans (including utility box trucks), snowmobiles, recreational vehicles, motor homes, all-terrain vehicles or motorcycles is permitted. No motor vehicle may be parked or kept on any lot in the Subdivision other than a vehicle, which is legally licensed by any state as an automobile or pickup truck, unless such motor vehicle is stored within the structure on the lot.

20. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used at anytime as a residence either temporarily or permanently. No building shall be moved on any lot in the Subdivision from another location.

21. GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish or waste material. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. To insure the attractive appearance of the Subdivision, all equipment shall be kept in and enclosure and out of view from the street and adjacent or neighboring property owners.

22. ACCESSORY OR UTILITY BUILDINGS

Except as specifically allowed herein, no detached structure of any kind shall be permitted on any lot in the Subdivision except for a pool house described in Section 16 of this Declaration. For purposes of this Declaration, a deck, patio, gazebo, pergola, storage shed or other similar structure shall not be construed to be prohibited, provided that the location, design and construction materials for such structure shall have been approved by the Architectural

Control Committee, and further provided that any such structure is located and constructed according to applicable Village codes and ordinances.

23. OWNERS ASSOCIATION

The subdivision will include a signage easement, common landscaping, signage and other common elements, a retention/detention pond, together with associated improvements for storm water management purposes to be constructed within Outlot 1 of the Subdivision, and land designated as an environmental corridor within Outlot 2 (Outlot 1 and Outlot 2 are referred to collectively sometimes hereinafter as the "Outlots;" all of the foregoing common elements of the Subdivision are referred to herein as the "Common Elements"). The owners of each lot in the Subdivision, their successors and assigns, shall be members of the Shadow Wood Subdivision Owners Association, herein called the "Owners Association," and will be subject to an Owners Association fee in the amount reasonably determined to be necessary to cover such costs that may be incurred for the maintenance, repair, upkeep and replacement of such Common Elements. Such Owners Association fee shall be paid annually. By acceptance of a deed or other conveyance of a lot in the Subdivision, the owner shall automatically be deemed to be a member of the Owners Association, shall have one (1) vote for each lot in the Subdivision owned by such owner, and shall be subject to the provisions of the bylaws of the Owners Association and all rules and regulations adopted by the Owners Association pursuant to the bylaws. During the period that the Developer owns lots within the Subdivision, the Developer shall be deemed to hold one (1) vote for each lot owned by the Developer.

24. OUTLOTS

A. Outlot 1 has been reserved by the Developer as a storm water management area (the "Storm Water Management Area"). Outlot 2 has been reserved by the Developer as an environmental corridor for the Subdivision (the "Environmental Corridor"). The Developer will construct a retention/detention pond and associated water drainage facilities within and adjacent to the Storm Water Management Area, in order to receive waters from the Subdivision. The Outlots shall be owned in undivided shares by the owners of each lot in the Subdivision. (Each individual lot owner shall have a 1/24 interest in the Outlots.) Any future transfer of a lot in the Subdivision shall include the undivided interest in the Outlots allocated to such lot.

B. Except as otherwise expressly set forth herein, the Owners Association, at its sole cost and expense, shall maintain, repair, replace and otherwise keep up the Storm Water Management Area, the retention/detention pond and associated storm water drainage facilities, the Environmental Corridor and the entrance signage (including, without limitation, the boulevard/lighted entrance) into perpetuity. The maintenance, repair replacement and upkeep obligations created hereunder shall be altered or terminated only with the written consent of the members of the Owners Association and the Board of the Village.

C. Except as otherwise expressly set forth herein, the Owners Association shall assure that the retention/detention pond and sediment storage volumes are maintained to the standards set forth in the storm water drainage plans for the Subdivision approved by the Village. The retention/detention pond and all associated storm water drainage facilities shall be maintained so as to allow the free flow of surface water into, over, across and through Outlot 1.

D. In the event of the Board of the Village, in its sole discretion, finds that the Owners Association has failed to fulfill its maintenance obligations as stated herein (after not less than thirty (30) days' prior written notice, giving to the Owners Association an opportunity to

cure its default), the Village may cause maintenance of the retention/detention pond and associated storm water drainage facilities to be performed, and shall levy the cost thereof as a special assessment equally against all lots in the Subdivision under the provisions of Section 66.60 of the Wisconsin Statutes. The Owners Association and the Developer hereby grant to the Village a perpetual right of access to enter upon Outlot 1 for the purpose of maintaining, repairing, replacing or otherwise keeping up the retention/detention pond and associated storm water drainage facilities and for the purpose of performing any work required in the discretion of the Village.

E. The Secretary of the Owners Association shall notify the Village Clerk of the Village of the name and address of the current Owners Association representative(s) to receive any notice or other communication from the Village relating to Outlot 1. If no such notice has been given, the registered agent of the Owners Association shall be given notice.

F. Notwithstanding any provision to the contrary set forth in this Section 24, the Developer anticipates conveying to the Village's Storm Water Utility (the "Utility"), without cost to the Utility, all of the Developer's right, title and interest in Outlot 1 (i.e., the Storm Water Management Area), the retention/detention pond and associated storm water drainage facilities. In that event, the Owners Association shall be relieved of all maintenance obligations hereunder with respect to Outlot 1 (i.e., the Storm Water Management Area), the retention/detention pond and all associated storm water drainage facilities effective immediately upon such conveyance to the Utility.

25. CUL-DE-SAC MAINTENANCE

As shown on the master grading and drainage plan for the Subdivision, which has been filed with the Village and a copy of which is attached hereto for reference as Exhibit C, a landscape island (the "Landscape Island") is located within the cul-de-sac constituting Juniper Court, the road right-of-way for which has been dedicated to the Village. While the lot owners in the Subdivision shall have no ownership interest in the Landscape Island, the plantings located on the Landscape Island shall be maintained in perpetuity by and at the expense of the Owners Association. Any change to the Landscape Island shall first be approved, in writing, by the Owners Association and by the Village.

26. MODIFICATION

This Declaration may be amended at any time by adoption of an amendment approved by the owners of seventy-five percent (75%) of the lots affected by this Declaration, which shall take effect from the date of recording thereof in the office of the Register of Deeds for Racine County, Wisconsin. Provided, however, that this Declaration may not be amended without the approval of the Developer for so long as the Developer shall own any lot in the Subdivision.

NOTWITHSTANDING THE FOREGOING, THE PROVISIONS OF THIS DECLARATION GOVERNING (1) ACCESS TO THE SUBDIVISION OR THE LOTS LOCATED WITHIN THE SUBDIVISION, (2) THE STORM WATER MANAGEMENT AREA AND (3) THE LANDSCAPE ISLAND MAY NOT BE AMENDED OR MODIFIED IN ANY MANNER WITHOUT THE PRIOR WRITTEN APPROVAL OF THE VILLAGE.

27. ENFORCEMENT OF RESTRICTIONS

If the owner of any lot subjected to this Declaration shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning or co-owning any other lot subjected to this Declaration, or the Board of Directors of the Owners Association, to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, it or them from doing so, or to recover damages for such violation, or to compel him, it or them to replace any grades for drainage, or enforce any of these covenants and restrictions herein contained. Notwithstanding for foregoing, if a violation of this Declaration shall exist for a period of two (2) years without written protest thereof being received by the owner of the lot upon which the violation exists, the violation shall be deemed permitted under this Declaration and no action may be taken against such owner with respect to said violation.

28. EASEMENTS

Lots in the Subdivision may be subject to recorded easements for, but not limited to, storm water drainage, sanitary sewer mains, water mains, telephone lines, electric lines, cable television, natural gas mains, landscaping, entrance features and signage. The Developer reserves to himself, his successors and assigns, and for the benefit of the Village and public or semi-public utility companies, easements and rights-of-way for the placement, construction and maintenance of all wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for placing necessary attachment and appurtenances in connection therewith, for public and private sewers, storm sewer drains, gas mains, water pipes and mains, and other similar services, and for performing any public or quasi-public utility or function which the Developer or the Village may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined so far as possible to all lot lines with the necessary right of ingress and egress there from and with the right to do whatever may be necessary to carry out the purposes for which the easement is created. All pipes, wires, lines and similar equipment shall be placed under the surface of the land within the Subdivision.

29. MAILBOXES

It is the intent of the Developer that each home to be constructed in the subdivision will have an identical style mailbox. The specification for the mailbox is available from the Architectural Control Committee. Mailboxes other than those specified by the Architectural Control Committee are prohibited.

30. ACCESS RESTRICTIONS

As more particularly shown on the Plat of Shadow Wood Subdivision, a copy of which is attached hereto for reference as Exhibit B, Lot 1 of the Subdivision shall not be allowed direct vehicular access to County Line Road (CTH "KR") and within thirty-five feet (35') of the intersection of Cedar Ridge Drive and County Line Road, as measured from the applicable road rights of way. Also as more particularly shown on said Plat of Shadow Wood Subdivision, lots 17 and 21 of the Subdivision shall not be allowed direct vehicular access to Cedar Ridge Drive and Juniper Court within thirty-five feet (35') of the intersection of Cedar Ridge Drive and Juniper Court, as measured from the applicable road rights of way.

31. AGREEMENT TO TERMS

By acceptance of a conveyance of property which is subject to this Declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and confirms in and grants to the Developer, its successors and assigns, the right of enforcement of this Declaration as aforesaid.

IN WITNESS WHEREOF, the undersigned Developer has caused these presents to be executed this 21 day of MARCH, 2006.

Michael Honold
Michael L. Honold, Vice President of Operations and
Authorized Member,
R. A. Szymczak Properties, LLC, a Wisconsin
limited liability company

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 21 day of March, 2006, the above named Michael L. Honold, Vice President of Operations and an Authorized Member of R. A. Szymczak Properties, LLC, to me known to be the person who executed and acknowledged the foregoing instrument as an act of such limited liability company, by its authority.

Dina Pennie
*Notary Public-Racine County, Wisconsin
My commission expires: 12/28/2008

EXHIBIT A

Legal Description of Subdivision

That part of the Southeast 1/4 of Section 36, Township 3 North, Range 22 East, bounded as follows: Begin at a point 16 rods West of the Southeast corner of said Southeast 1/4; run thence North parallel with the East line of said Section 60 rods; thence West 64 rods; thence South 60 rods to the South line of said Southeast 1/4; thence East 64 rods to the place of beginning. EXCEPTING THEREFROM land conveyed by Deeds recorded as Document Numbers 505779, 659313 and 683415. Said land being in the Village of Mt. Pleasant, Racine County, Wisconsin.

EXHIBIT B

Plat of Shadow Wood Subdivision

{INSERT behind when final}

SHADOW WOOD SUBDIVISION

Part of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 3 North, Range 22 East of the Fourth Principal Meridian, Village of ML Pleasant, County of Racine, Wisconsin.

CURVES TABLE

Curve	Arc	Delta	Radius	Chord Bearing	Chord	Tangent Bearing	Tangent Length
C1	166.86	99.74	387.00	S84°48'31" E	556.71	N89°52'44" E	1056.56
C2	302.52	218.47	75.00	S87°23'45" E	99.80	S89°52'44" E	1056.56
C3	342.23	482.53	50.00	S87°23'45" E	66.67	S89°52'44" E	1056.56
C4	140.55	157.91	533.00	N82°54'07" E	140.14	N89°52'44" E	1056.56
C5	122.15	135.98	427.00	N82°54'07" E	122.78	N89°52'44" E	1056.56
C6	131.16	142.29	402.50	N82°54'07" E	131.16	N89°52'44" E	1056.56
C7	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C8	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C9	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C10	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C11	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C12	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C13	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C14	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C15	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C16	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C17	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C18	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C19	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C20	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C21	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C22	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C23	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C24	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C25	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C26	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C27	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C28	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C29	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C30	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C31	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C32	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C33	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C34	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C35	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C36	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C37	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C38	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C39	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56
C40	133.01	145.74	383.00	N82°54'07" E	133.01	N89°52'44" E	1056.56

NOTES: BEARING BASE HEREON IS BASED ON GRID NORTH BEARING COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927, THE SOUTH LINE OF THE SE 1/4 OF SECTION 36-3-22E IS ASSUMED N 89°32'44" W FOR THE PURPOSE OF THIS MAP.

ALL DISTANCES MEASURED TO THE NEAREST HUNDRETH OF A FOOT. ALL ANGLES TURNED TO THE NEAREST SECOND AND COMPUTED TO THE NEAREST SECOND.

DENOTES A 2 INCH DIAMETER IRON PIPE 30 INCHES LONG WEIGHING NOT LESS THAN 355 LBS PER LINEAL FOOT.

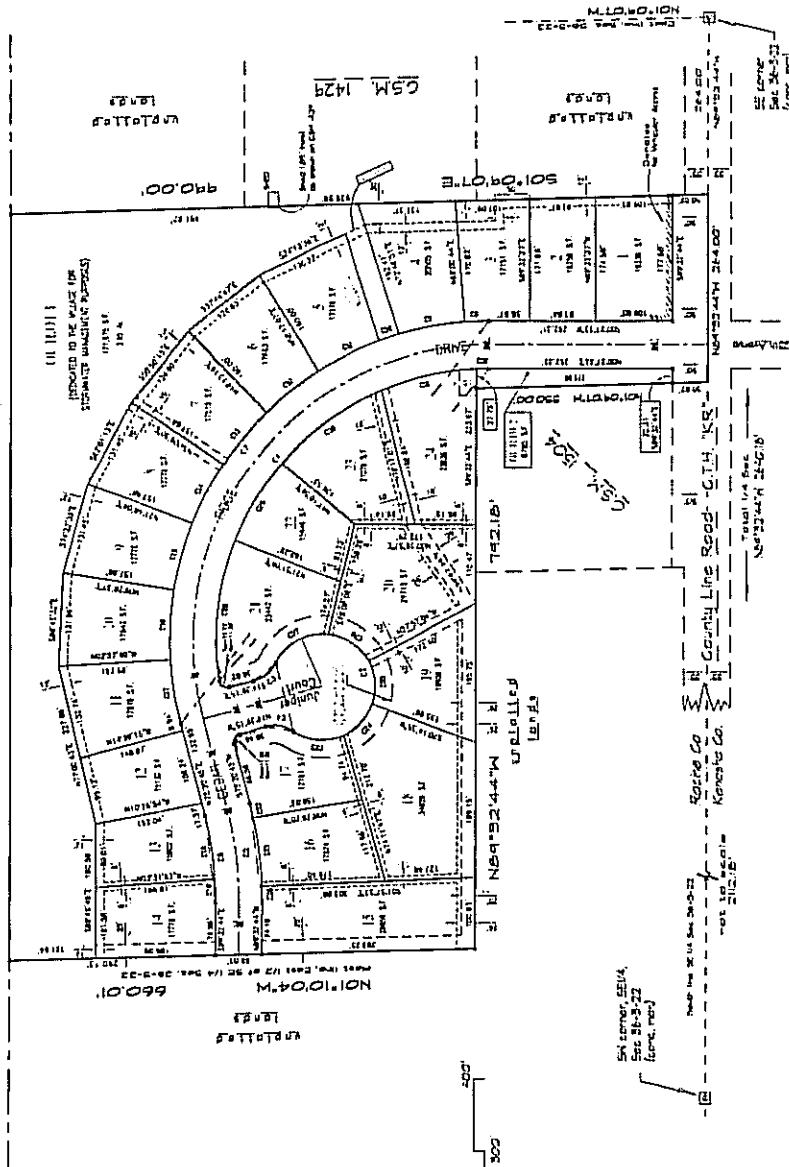
ALL OTHER LOT CORNERS ARE MARKED BY A 1 INCH DIAMETER IRON PIPE 24 INCHES LONG AND WEIGHING NOT LESS THAN 113 LBS PER LINEAL FOOT.

LOTS 17 THROUGH 21

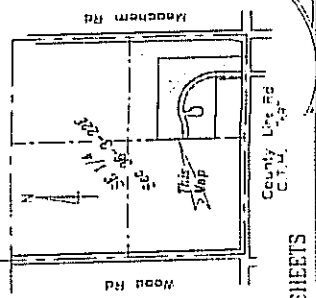
A VARIANCE FROM SECTION 90.1001 (6) OF THE ZONING ORDINANCE FOR A FRONT YARD BUILDING ALIGNMENT IS HEREBY GRANTED A MINIMUM OF 25 FEET, A MAXIMUM OF 35 FEET FROM JUNIPER COURT FOR LOTS 17, 18, 19, 20 AND 21.

NO DIRECT VEHICULAR ACCESS IS PERMITTED TO COUNTY TRUCK HIGHWAY 'X' WITHIN 35 FEET OF THE SOUTH LOT LINE OF LOT 1 HEREON.

NO DIRECT VEHICULAR ACCESS IS PERMITTED TO JUNIPER COURT WITHIN 35 FEET FROM CEDAR RIDGE DRIVE AND NO DIRECT VEHICULAR ACCESS IS PERMITTED TO CEDAR RIDGE DRIVE WITHIN 35 FEET FROM JUNIPER COURT



Location Map
SE 1/4 Sec 36-3-22E



WISCONSIN
MICHAEL R. KOTLAJEK
5-1677
LAND SURVEYOR
September 28, 2005

DENOTES A UTILITY EASEMENT (VARIOUS NOTES)

DENOTES A STORM WATER DRAINAGE EASEMENT (VARIOUS NOTES)

STANDARD BENCH COUNTY CONCRETE MONUMENT WITH BRASS CAP

DENOTES NO VEHICULAR ACCESS

BENCHMARK LAND TECHNOLOGY
Full Land Surveying Services
2111-62nd Street, Kenosha, WI (815) 656-1866

EXHIBIT C

Master Grading and Drainage Plan for Shadow Wood Subdivision

{INSERT behind when final}

