

Parkside Springs Subdivision

Declaration of Restrictions, Covenants and Easements

Document Title

Sub Plat recorded as Doc #
Plat # 5373 1546602



DOCUMENT

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Louis J. Principe, Register of Deeds
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BOOK 662

\$45.00

JANV

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Name & Return Address

HS
Parkside Springs Sub. LLC,
PO Box 160
Wadsworth, IL 60083

Parcel Number

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PARKSIDE SPRINGS SUBDIVISION

Declaration of Restrictions, Covenants and Easements

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (“Declaration”), is made by PARKSIDE SPRINGS SUBDIVISION, LLC, a Wisconsin limited liability company (the “Developer”).

RECITALS

WHEREAS, the Developer is the owner of the real property located in the Town of Somers (the “Town”), County of Kenosha, State of Wisconsin, known as Parkside Springs Subdivision; and

WHEREAS, the Developer desires to subject Parkside Springs Subdivision, described on the attached Exhibit A, which is made a part hereof and described in Article II of this Declaration (the “Property”) to certain restrictions, covenants and easements; and

WHEREAS, it is the Developer’s intention to develop the Property into twenty-two (22) single-family lots and one (1) outlot.

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants and Easements 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 The “Developer” shall mean Parkside Springs Subdivision, LLC. 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 Parkside Springs Homeowner’s Association, Inc.

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

1.4 "Common Areas" shall mean Outlot 1 of Parkside Springs Subdivision and the Dedicated Landscape and Maintenance Easements shown on the Final Plat of Parkside Springs Subdivision. Such interest shall also include all landscaping materials, signs, fixtures, structures and improvements as the same are located on said Outlot and Easements.

1.5 "Lot" shall mean and refer to Lots 1-22 of Parkside Springs Subdivision.

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, Section 1.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property. The Property, more particularly described on Exhibit A attached hereto, is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration. The term "Property" as used in this Declaration shall refer to all property which is subject to the provisions hereof.

2.2 No Further Subdivision. No Lot or Outlot, including Outlot 1 shall be further divided or subdivided into smaller Lots, Outlots or parcels of land, thus ensuring that each Lot and Outlot shall not be reduced to an area less than the size of said Lot or Outlot as depicted on the Plat. The foregoing shall not prohibit the combination of Lots into larger, fewer Lots.

ARTICLE III GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subjected to this Declaration to insure the appropriate use and the appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure 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 appropriate type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation, berming and landscaping of the Common Areas and any water management facilities to be located on Outlot 1 and entrance sign and landscaping to be located on the Dedicated Landscape and Maintenance Easement areas on Lot 1 and Lot 22.

3.3 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the applicable 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 (plus attic) in height, and a private attached garage for not less than two (2) cars. Notwithstanding anything contained herein to the contrary, the Developer and any subsequent purchaser of a Lot may use such Lot for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein. Model homes and/or associated sales centers are subject to approval by the Kenosha County Department of Planning and Development.

3.4 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 3.11 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 and any Architectural Plan Guidelines and Rules for New Home Construction adopted by the Developer from time to time, 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 zoning permit for a Lot from the Kenosha County Department of Planning and Development without first obtaining the written approval of the plans and specifications from 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 in the event of disapproval, 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 minimum standards set forth in the Kenosha County General Zoning and Shoreland Floodplain Zoning Ordinance. 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.

3.5 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.

3.6 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 2,250 square feet for a one-story dwelling;
- (b) Not less than 2,700 square feet for a split-level with a minimum first floor area of 1,600 square feet;
- (c) Not less than 2,700 square feet for a two-story dwelling with a minimum first floor area of 1,600 square feet;
- (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.

3.7 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the Grading and Drainage Plans (“Grading Plans”) on file with the ACC. 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 the applicable zoning ordinance.

(b) 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. The ACC reserves the right to make modifications as to the final first floor grade of the building. The landscaping and drainage of the Lot shall conform to Grading Plans.

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

(d) At the option of the Developer, any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location within the Property or adjacent lands specified by the Developer and shall not be removed from the Property without the permission of the ACC or the approval of the Kenosha County Department of Planning and Development.

3.8 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. Paving of driveways, construction of walkways and landscaping shall be completed within one (1) year from issuance of an occupancy permit from the Town.

3.9 Easements/Dedications/Obligations.

(a) Easements-General. Certain Easements affecting the Property may be recorded on the final plat for Parkside Springs Subdivision 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 his successors and assigns to the Town, Kenosha County, 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 and for other purposes, and for sewers, storm water drains, gas mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or his 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. Except as otherwise set forth herein, 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 or Kenosha County; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Town, Kenosha County 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) Entry Sign. An entry sign, including related landscaping elements, all of which shall be collectively referred to as “Entry Monuments” may be located on the Dedicated Landscape and Maintenance Easement area on Lot 22. The Entry Monument structures and their related landscaping elements, if any, shall remain the property of the Association.

(d) Dedications, Easements and Covenants. The fee interest in the area shown on the final plat as Outlot 1 has been dedicated, given, granted and conveyed by the Developer to the Association. The Outlot and other Common Areas 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 alterations and landscaping. 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 Developer and the Association. The Association and its Members shall be bound by the above mentioned covenants and such similar covenants as are contained in the final plat forever.

3.10 Accessory Structures. No accessory structures shall be permitted.

3.11 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Town and Kenosha County ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). The requirements under applicable ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with such ordinances as the same may be amended from time to time.

3.12 Trees; Landscape Requirements.

(a) Except as set forth herein, Lot Owners are prohibited from removing existing live trees with a trunk diameter greater than 6 inches at grade without the written approval of the ACC.

(b) All plans for residential dwellings or other property improvements shall include a landscape plan which shall be subject to the approval of the ACC and which shall be submitted in three copies for approval prior to submission to the Town Building Inspector of the building plans for the dwelling.

(c) Landscape plantings 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, unless such time period is extended by the ACC in writing, and shall be properly maintained thereafter.

(d) Any alterations or modifications to the approved landscape plan for a Lot shall be subject to the approval of the ACC.

3.13 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 mobile home, camper, or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats, trailers, or recreational type vehicles, except these provisions shall not prohibit temporary parking for periods not exceeding forty-eight (48) hours in any thirty (30) day period; such property must otherwise be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, pickup trucks, 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 18" 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.

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

3.15 Mailboxes. At such time as a dwelling is constructed on a Lot, the Owner of such Lot shall install and thereafter maintain, subject to Association Rules:

(a) One (1) mailbox which shall be installed at the street and in such location as is approved by the ACC. The ACC shall have the right to approve the style, size and color of the mailbox and shall have the right to direct that the mailbox be clustered with other mailboxes in various locations in the Subdivision.

(b) One (1) outdoor electric yard light and lamp post, with photo eye wired direct to the Owner's electrical panel. The light and post shall be installed within the boundaries of the Lot at a location approved by the ACC. The ACC shall have the right to approve the style, size and color of the light and post to make certain that it is appropriate for the subdivision.

3.16 Garages; Parking.

(a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than two (2) automobiles for each dwelling built upon such Lot and shall be connected to the street by a properly surfaced asphalt, concrete, or brick driveway. Such driveway shall be installed and completed prior to issuance of an occupancy permit by the Town unless, because of weather or seasonal issues, the date for final completion is delayed by written action the ACC; provided that in no event shall the installation and completion of such driveway be delayed for a period longer than one (1) year from the date of issuance of any occupancy permit by the Town.

(b) The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the approval of the ACC.

(c) Side load garages shall be encouraged on all lots where the design will allow and side load garages shall be mandatory for dwellings built upon Lots 2, 3, 6, 16, 17, 18, 19,

20 and 21 unless the ACC determines that it would be a hardship upon the lot owner, in which event a front loading garage may be permitted.

(d) Front facing garages shall not project more than twenty feet (20') from the front facade of the dwelling and front facing garages shall have overhead doors of either the "carriage house" style or shall have decorative glazing panels.

3.17 Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered, or modified shall specify on the construction plans roofing materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.

(b) All dwellings shall have minimum roof pitches of 8:12 or as approved by the ACC.

3.18 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 color schemes, including the color of siding, roof, brick, or stone samples must be submitted for approval before installation on the dwelling.

(e) No used or second hand materials may be used in the exterior construction of any building without the approval of the ACC. No pre-manufactured or used building may be moved onto any lot within the Subdivision. No exposed concrete block or concrete walls shall be used in the exterior of any building at any point above one (1) foot above grade.

(f) A minimum of 30 percent of the total exterior wall area and the entire fireplace chimney shall be constructed of brick of natural stone.

(g) Where masonry is used on exterior walls, it shall terminate only at inside corners on the front elevation. Where the masonry on the front elevation meets a side elevation it must wrap around and continue for a minimum of two (2) foot zero (0) inches. No utility-size bricks shall be used.

3.19 Swimming Pools. The construction, operation, or maintenance of any lot of an above ground swimming pool is specifically prohibited. In ground pools may be constructed only with the advance, written consent of the ACC and the approval of the Kenosha County Department of Planning and Development.

3.20 Fences. Fences shall be allowed:

(a) To enclose an in ground swimming pool in accordance with applicable governmental codes and ordinances;

(b) To enclose a patio located at the rear of a dwelling for privacy purposes; and

(c) In such other location (except in the area of a lot from the front property to the facade of the dwelling and commonly known as the front yard).

Notwithstanding the foregoing, all fencing shall conform to the accompanying house design and requires advance approval of the ACC and the Kenosha County Department of Planning and Development before installation.

ARTICLE IV ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Membership. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (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. So long as the Developer, or its successors and assigns shall own one (1) or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by the Developer or its successors and assigns. When the Developer, or its successors and assigns, 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 to be sold by the Developer, whichever occurs first, the Developer shall promptly select three (3) Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors, thereafter consisting of three (3) members, shall be elected by the

Members at each annual meeting of Members. Members of such elected Board of Directors shall serve for one (1) year or until their successors have been duly elected. The members of the Board of Directors shall not be entitled to any compensation for their services as such members. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREAS

5.1 Owner's Easement of Enjoyment and Assessment of Common Area. 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. Outlot 1 shall not be assessed separately, but the value thereof shall be added to the assessed valuation of each of the 22 Lots in equal amounts.

5.2 Outlots and Entry Monuments. Title to the Outlot as mentioned above in Section 3.9(d) shall be conveyed to the Association by quit claim deed from the Developer. The Entry Monuments shall be located on the Dedicated Landscape and Maintenance Easement area on Lot 22 for the benefit of the Association and the Entry Monuments shall be maintained, operated and administered by the Association.

5.3 Extent of Owner's Rights. The rights of benefit and/or enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer all or any part of any Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

5.4 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water or drainage 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 ten percent (10%) 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 the Outlot, Common Area and/or any Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or

reconstructing any utilities, facilities, detention areas, drainage systems, impoundments or other improvements which benefit other Lots and/or Parkside Springs Subdivision as a whole, in addition to benefitting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the Town, the Town, following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Town and/or prior to acceptance of such public improvements, to the Owners. No prior written 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 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 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, repairs and maintenance to the Common Areas; and (3) special assessments as provided in sections 5.4 and 7.3. All such assessments, together with interest thereon and costs of collection thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

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 and in the Developer's Agreement 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. In the event an owner has combined two or more lots, the assessment shall be based upon the original number of lots. The rate of assessment shall not be limited by the amounts set forth in Wisconsin Statutes, § 779.70.

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in 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 his sole discretion.

6.3 Special Assessment for Capital Improvement and Repairs. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, including landscaping 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 Transfer Fee Assessment. The Association shall establish and maintain a separate reserve fund into which shall be deposited, along with other monies, a transfer fee of Two Hundred Fifty Dollars (\$250.00). This transfer fee shall be payable by the buyer or other acquirer of title to each lot upon the initial transfer from the Developer and each subsequent sale or transfer of the Lot.

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 Stats § 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

ARTICLE VII ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. This Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer 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.

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, 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, and/or the Association, on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer or the Association describing such default. In such event, the defaulting Owner shall be liable to the Developer or the Association for the actual costs (plus ten percent [10%] for overhead) related to or in connection with performing these covenants.

7.3 Reimbursement. Any amounts expended by the Developer and/or the Association 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 and/or the Association 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 or the Association 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 and/or the Association shall have the right to enter upon any building site or other Lot within the premises for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants and if the Developer and/or the Association so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of a party 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.

7.7 Conflict and Failure to Mention. In the event of a conflict between the provisions of this Declaration and an applicable municipal ordinance, and the ordinance is more strict than the provision contained herein, the ordinance shall control. Failure to mention a requirement, with respect to any Lot and single-family home to be built thereon, or other necessary approval in this Declaration shall not imply that no such requirement exists and shall not constitute a waiver of such

municipal requirement and/or approval. Each and every Owner shall be solely responsible to insure that the ordinance is adhered to and shall be subject to the appropriate municipal approval process for construction of a single-family home on a lot.

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 fifty (50) years from the date this Declaration is recorded and shall automatically be extended for successive periods of fifty (50) 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 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. 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 Two Hundred Fifty Dollars (\$250.00) 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 1st. day of
February, 2008.

PARKSIDE SPRINGS SUBDIVISION, LLC

By: 
Scott Pocius-Sole Member

State of Wisconsin)
) ss.
Kenosha County)

Personally came before me this 1st. day of February, 2008, the above named,
Scott Pocius, to me known to be the person who executed the foregoing instrument and acknowledge
the same on behalf of Parkside Springs Subdivision, LLC and by its authority.



Notary Public, State of Wisconsin

My commission 11-21-10



This instrument was drafted by
R. William Phenicie
Lloyd, Phenicie, Lynch, Kelly & Hotvedt, S.C.
Burlington, Wisconsin 53105