

Declaration of Restrictions,  
Covenants and Easements for  
Devonshire Subdivision

Document Number

Document Title

Plat recorded as document # 1523105  
Plat number 1535 6/18/07.



DOCUMENT

1523105

RECORDED  
At Kenosha County, Kenosha, WI 53140  
Louise I. Principe, Register of Deeds  
on 6/08/2007 at 12:26PM  
70033972 \$51.00

JOES

REGDEED3

Recording Area

Name and Return Address

Kari Kittermaster  
Regency Hills Development Corp  
5008 Green Bay Rd.  
Kenosha, WI 53144

51

92-4-122-232-0100  
92-4-122-232-0125  
92-4-122-232-0140  
92-4-122-232-0150  
92-4-122-232-0200

(Parcel Identification Number)

*This page is part of a legal document . . . DO NOT REMOVE.*

This information must be completed by submitter: document title, name & return address and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the documentation or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

DEVONSHIRE

Declaration of Restrictions, Covenants and Easements

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (“Declaration”), is made by REGENCY HILLS – DEVONSHIRE, LLC, a Wisconsin Limited Liability Company (“Developer”).

RECITALS

WHEREAS, the Developer is the owner of the real property located in the Village of Pleasant Prairie (the “Village”), County of Kenosha, State of Wisconsin, known as Devonshire Subdivision (the “Subdivision”); and

WHEREAS, the Developer desires to subject Lots 1 through 63; and Outlots 1, 3 and 4 of the Subdivision as shown on the Final Plat, which is made a part hereof and described in Article II of this Declaration (the “Property”), to 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 Developer, the Village 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.

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Restrictions, 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 “Developer” shall mean Regency Hills – Devonshire, LLC, a Wisconsin Limited Liability Company. The “Developer” or his designees shall have the responsibilities of the Architectural Control Committee with respect to any required approval and review process under the Declaration.

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

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

1.4 "Outlots" shall mean and refer to Outlots 1, 3 and 4 shown on the subdivision plat.

1.6 "Lot" shall mean and refer to any of Lots 1 through 63 of the Subdivision.

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

1.8 "Member" shall mean and refer to all those Owners who are Members of the Association.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit A attached hereto, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in the Village of Pleasant Prairie 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 Outlot 4 as shown on the Final Plat attached herein, to this Declaration or any other portion of property being a part of the Devonshire Subdivision. The additions authorized herein shall be made by filing for record a Supplemental Declaration 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 property owned by the Association. Such Supplemental Declaration may contain such complimentary 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 properties and as are not inconsistent with the scheme of this Declaration. Such Supplemental Declaration may also provide for the use and enjoyment of the Common Areas by the owners of lots contained within the additional properties which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the property described therein shall become a part of the Property and shall be subject to all of the terms of this Declaration.

## ARTICLE III GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is 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 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 the 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 streets and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Outlots; and in general to provide adequately for a good quality of improvements to the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Land Use and Building Type. Lots 1 through 63 shall be used for single-family residential purposes as permitted by the Village Zoning Ordinance. On Lots 1 through 63, no building shall be erected, altered, placed, or permitted to remain other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet in height, including the attic, and a private attached garage for not less than two (2) cars nor more than three (3) 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.

3.3 Exclusive Builder. The Developer reserves the right to designate and require buyers to use J.J.D. Mastercraft Builders, Inc. as the exclusive builder in the Subdivision. Written approval of all plans and specifications must be obtained from the Architectural Control Committee as described in paragraph 3.4 for the purpose of preventing monotony in building exterior elevations and material selections.

3.4 Architectural Control. No building, fence, wall or other structure or improvement of any type shall be commenced, erected, or maintained upon any Lot or Outlot, nor shall any exterior addition or improvement to or change or alteration on any Lot or Outlot (including without limitation 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 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 Architectural Control Committee (hereinafter "ACC") composed of not more than three (3) representatives appointed by the Developer. 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 Village 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 requirements of municipal ordinances. Further, the Developer or ACC 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.

- (a) To avoid monotony within the subdivision, J.J.D. MasterCraft Builders offers over 30 different house styles with customized exterior elevation options for the property owner.
- (b) No similar house style with the same front elevation with the same combination of siding colors or brick colors of a house (excluding the colors of the accent trim, garage doors, downspouts or similar details which may be the same) shall be permitted on abutting or adjacent lots on the same street or on lots directly across the street.

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:

For LOTS 27, 28 and 29:

- (a) Not less than 2,000 square feet for a one-story dwelling;
- (b) Not less than 2,500 square feet for a two-story dwelling;

For ALL OTHER LOTS:

- (a) Not less than 1,600 square feet for a one-story dwelling;

- (b) Not less than 1,800 square feet for a split-level with a minimum first floor area of 1,100 square feet;
- (c) Not less than 1,800 square feet for a two-story dwelling;
- (d) Not less than 1,650 square feet for a one- and one-half story dwelling;
- (e) 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 Lot Grade, Setbacks, Building Location and Lot Area.

- (a) No dwelling shall be constructed with slab on grade construction and all dwellings shall have a basement;
- (b) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum established under the Ordinances of the Village of Pleasant Prairie. Nor in any event shall any building or part thereof be erected nearer than thirty feet (30) from the front lot line, ten (10) feet from the side lot line and twenty-five (25) feet from the rear lot line.
- (c) No building, structure, shed, deck, gazebo shall be located or erected within twenty-five (25) feet of the delineated wetlands.
- (d) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans ("Grading Plans") on file with the Village of Pleasant Prairie and Developer. 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 Village Ordinance.
- (e) 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 the approved Grading Plans.
- (f) 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, subject to Village approval. 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.

(g) Any excess fill from excavations shall be hauled 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.

3.8 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. The time of completion shall be extended by the Architectural Control Committee 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. The determination of when construction of a dwelling or other incidental structure has been completed shall be made in the sole discretion of the ACC. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within six (6) months from issuance of a verbal occupancy permit granted by the Village.

3.9 Easements and Obligations.

(a) Easements-General. Certain Easements affecting the Property are recorded on the Final Plat for the Subdivision in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot and Outlot 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 Village, 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, 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 and Outlot 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 Village; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Village and/or any other party having an interest in the respective easement area. Public street trees are in this area within the road right-of-way and shall be maintained by the lot owners.

(b) Dedicated Tree Preservation and Protection, Access and Maintenance Easements. Lots 27, 28, 29, 30, 31, 53, and Outlots 1 and 3 are subject to a Dedicated Tree Preservation and Protection, Access and Maintenance Easement as shown on the recorded Final Plat. The removal

or destruction of any tree within this easement shall be prohibited with the exception of dead, diseased or dying vegetation with the written recommendation of an Arborist or silviculture thinning upon the recommendation of a Forester or Naturalist and approved by the Association and the Village of Pleasant Prairie. Violation of the above restrictions shall require the individual homeowner to plant equivalent vegetation at a ratio of 1 to 1 within the area defined above. Trees shall be a minimum caliper of 3". The Association shall have the obligation to notify the Lot Owner, Developer or Home Builder of the violation. In the event the Lot Owner, Developer or Home Builder does not comply within a reasonable period of time, they shall have the authority to assess the property owner for the cost of said tree replacement.

Existing trees 8" (eight inches) in diameter or greater on Lots 31, 53 and 54 that are not identified within the Dedicated Tree Preservation and Protection, Access and Maintenance Easement shall also be protected. Every effort shall be made by the Developer, Home Builder and/or Lot Owner to preserve and protect those existing trees. Varied site line setbacks would be considered by the Village after minimum setbacks per the Village ordinance are met in the event the placement of a home can be modified as to avoid removal of the existing tree.

If the Developer, Builder and/or Lot Owner wishes to voluntarily remove any trees 8" (eight inches) in diameter or larger located on the lot but not within the tree preservation easement area, they must first seek written approval from the Devonshire Homeowners Association and the Village of Pleasant Prairie. As part of that approval they will be required to plant equivalent vegetation at a ratio of 1 to 1 within the area defined above. Replacement trees shall be a minimum 3" caliper tree.

Violation of the above restrictions shall require the individual Lot Owner to plant equivalent vegetation at a ration of 1 to 1 within the area defined above. Trees shall be a minimum caliper of 3". The Association and then the Village shall have the obligation to notify the Developer, Home Builder or Lot Owner of the violation. In the event the Developer, Home Builder or Lot Owner does not comply within a reasonable period of time, they shall have the authority to assess the property owner for the cost of said tree replacement.

(c) Utility Setback Easements. The minimum front or street setbacks, 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 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, street lighting, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefore by the Developer, each Owner, if necessary, and if not previously obtained, and at no expense to the Developer, shall grant specific easements (and cause their lenders to agree to a non-disturbance 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.

(d) Dedicated Storm Water Drainage, Access and Maintenance Easements. The Developer hereby covenants that the Individual Lot Owners shall have the obligation of



maintaining the Dedicated Storm Water Drainage, Access and Maintenance easement areas located within their respective lots: 5, 6, 7, 12, 13, 14, 16, 17, 18, 31, 32, 33, 34, 46, 47, 48, 50, 53, 56, 57 and 63 in a functional, neat and nuisance free condition to handle storm water in the Development. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; watering; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage easements which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the Lots and Outlots, in their capacity as owners of any such Lots and Outlots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and following the expiration of the warranty period to the Individual Lot and Outlot Owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage maintenance activities on individual lots, the Individual Lot Owners ("collectively the "Owners") shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

(e) Dedicated Storm Water Drainage, Retention Basins, Access and Maintenance Easements. The Developer hereby covenants that the Association shall have the obligation of maintaining the Dedicated Storm Water Drainage, Retention Basins, Access and Maintenance Easement areas located within Outlots 1 and 3 in a functional, neat and nuisance free condition to handle storm water in the Development. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; watering; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage easements which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the Lots and Outlots, in their capacity as owners of any such Lots and Outlots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and following the expiration of the warranty period to the Individual Lot and Outlot Owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage or retention basin maintenance

activities, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

(f) Wetland Preservation and Protection, Access and Maintenance Easements. The Developer hereby covenants that each area shown on the Final Plat as a "Wetland Preservation and Protection, Access and Maintenance Area Easement" in Outlots 1, 3 and 4 shall be protected and maintained as a natural wetland area and that no filling, dredging, mowing or cutting, or other activity or condition detrimental to its function as a wetland area shall occur or exist within such area or on any surrounding land shown on the Final Plat without written approval of the Village and the Wisconsin Department of Natural Resources. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as Owner(s) of any of the Lots or Outlots shown on the Final Plat or any portion thereof that contain wetlands and shall benefit and be enforceable by the Village and by the Association with respect to the Wetland Preservation and Protection Easement Area located within Outlots 1, 3 and 4 on the Final Plat. The Developer, its successors, assigns and successors-in-title shall be relieved of any protection or maintenance obligations they may have as owners of such Outlots or portions thereof under this covenant as a result of the activities of the Association pursuant to easements dedicated on the Final Plat, only to the extent that the Association performs the required protection and maintenance functions to the satisfaction of the Village.

To the extent that the Village performs any such wetland preservation protection maintenance activities of the areas within the Wetland Preservation and Protection, Access and Maintenance Area Easement abutting their respective lots, the Individual Lot Owners ("collectively the "Owners") and Outlot Owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

(g) Dedicated Public Street Tree Maintenance Obligations. The Developer hereby covenants that the Owners of Lots 1 through 63 shall have the obligation of maintaining the public street trees plantings, and maintaining, watering and mowing the grass abutting their respective Lots and Outlots within the Dedicated Public Streets shown on the Final Plat in a trimmed, maintained and weed-free condition. The Developer hereby covenants that the Association shall have the obligation of maintaining the street trees and maintaining, watering and mowing the grass abutting Outlots 1 and 3 within the Dedicated Public Street shown on the Final Plat in a trimmed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, watering, staking, trimming, and removing of fallen leaves and brush in order to prevent a nuisance condition. Street trees which are damaged, dead or dying

shall be replaced at the abutting property owners expense within 60 days of the trees removal, weather permitting. No trees shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Lot Owners, the Association, its successors, assigns and successors-in-title of the Lots and Outlots, in their capacity as owners of any such Lots and Outlots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the street tree and grass area maintenance activities upon the transfer of said properties to the lot or Outlot owners, and the Association who then shall perform such tree maintenance and tree replacement activities without compensation to the satisfaction of the Village.

To the extent that the Village performs any such public street tree maintenance activities or maintenance of the areas abutting their respective Lots and Outlots within the Dedicated Public Streets, the owners of Lots 1 through 63 and the Association respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat, the Village shall have no obligation to do anything pursuant to its rights under the dedication statement.

(h) Dedicated Cul-de-sac Island Maintenance Obligations. The Developer hereby covenants that the Association shall have the obligation of maintaining the cul-de-sac island plantings, and maintaining, watering and mowing the grass in the cul-de-sac islands within the Dedicated Public Streets shown on the Final Plat in a trimmed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, mowing, watering, staking, trimming, and removing of fallen leaves and brush in order to prevent a nuisance condition. Trees, bushes or shrubs which are damaged, dead or dying shall be replaced by the Association within 60 days of the tree, bush or shrub removal, weather permitting. No trees, bushes or shrubs shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the lot owners, the Association, its successors, assigns and successors-in-title of the Lots and Outlots, in their capacity as owners of any such Lots and Outlots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the cul-de-sac islands upon the transfer of said properties to the Lot and Outlot owners, and the Association who then shall perform such cul-de-sac maintenance and replacement activities without compensation to the satisfaction of the Village.

To the extent that the Village performs any such cul-de-sac island maintenance activities, the Association shall be liable for any costs which may be incurred by the Village, which the Village

may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat, the Village shall have no obligation to do anything pursuant to its rights under the dedication statement.

(i) Dedicated Landscape, Access and Maintenance Easement. The Developer hereby covenants that the Association shall have the obligation of maintaining the Dedicated Landscape, Access and Maintenance Easement on Outlot 3 shown on the Final Plat in a trimmed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, mowing, watering, staking, trimming, and removing of fallen leaves and brush in order to prevent a nuisance condition. Trees or bushes which are damaged, dead or dying shall be replaced by the Association within 60 days of the tree removal, weather permitting. No trees shall be removed without first obtaining the written approval of the Village. There shall be no planting of trees or bushes in the Dedicated Landscape, Access and Maintenance Easement which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the lot owners, the Association, its successors, assigns and successors-in-title of the Lots and Outlots, in their capacity as owners of any such Lots and Outlots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the Dedicated Landscape, Access and Maintenance Easement upon the transfer of said properties to the Lot or Outlot owners, and the Association who then shall perform such maintenance and replacement activities without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscape or grass mowing maintenance activities, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat, the Village shall have no obligation to do anything pursuant to its rights under the dedication statement.

(j) Dedicated Public Storm Sewer, Access and Maintenance Easement. The Developer hereby covenants that each area shown as Dedicated Public Storm Sewer, Access and Maintenance Easement on Lots 7, 9, 10, 22, 35, 36, 37, 38, 39, 40, 41 and 42, and on Outlots 1 and 3 on the Final Plat are dedicated, given, granted and conveyed by the Developer to the Village for storm sewer, access and maintenance and conveyance purposes, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These storm sewer easements shall be exclusive except for the planting, mowing, care, and storm sewer and maintenance responsibilities of the easement areas which shall be required by the Owners of the Lots and Outlots on which the easements are located as will not interfere with the improvements, uses and purposes of the Village. There shall be no structures, fences, retaining walls, berms, driveways, or driveway approaches located within the storm sewer easement areas. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the Lots and Outlots, in their capacity

as owners of any such Lots and Outlots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and following the expiration of the warranty period to the Individual Lot Owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm sewer maintenance activities, the Owners of the Lots and Outlots shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat, the Village shall have no obligation to do anything pursuant to its rights under the dedication statement.

(k) Dedicated Public Sanitary Sewer, Access and Maintenance Easement. The Developer hereby covenants that each area shown as Dedicated Public Sanitary Sewer, Access and Maintenance Easement on Lots 19 and 20, and Outlots 1 and 4 on the Final Plat are hereby dedicated, given, granted and conveyed by the Developer to the Village for public sanitary sewer, access and maintenance purposes and for all related construction, installation, repair, alteration, replacement, landscaping, roadway repair, maintenance and ingress and egress. These sanitary sewer easements shall be exclusive except for the planting, mowing, care, and storm sewer and maintenance responsibilities of the easement areas which shall be required by the Owners of the Lots and Outlots on which the easements are located as will not interfere with the improvements, uses and purposes of the Village. There shall be no structures, fences, retaining walls, berms, driveways, or driveway approaches located within the sanitary sewer easement areas. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the Lots or Outlots in their capacity as owners of any such Lots or Outlots and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and following the expiration of the warranty period to the Individual Lot or Outlot Owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

(l) Deed Restriction. The Developer, and then the Lot Owner, hereby grants an easement for the overhang of the shed located on the property abutting the north side of Lot 29. Said easement shall terminate at such time as the shed and its overhang is moved, eliminated or destroyed.

3.10 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Village 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 Village. The requirements under Village ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Village 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 Village ordinances and the Village ordinance is stricter than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration, shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval.

3.11 Landscape Requirements. Landscape planting for any dwelling shall be completed within one (1) year from the date of issuance of written occupancy permit by the Village, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping and turf is not maintained properly, in the opinion of the ACC, upon written 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 3.11 of this Declaration.

3.12 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot or Outlot 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 and burn barrels are not permitted. Trash shall not be placed curbside earlier than the morning of the scheduled day of collection.

(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 or Outlot at any time. There shall be no outside parking of boats or jet skis, or recreational type vehicles including snowmobiles and trailers; such property must be stored in garages.

(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 or Outlot at any time.

(d) No signs of any kind, character, or description shall be permitted and maintained upon any lot except "for rent", "for sale", and political signs as allowed by law, with an area no greater than 500 square inches, or signs bearing the name, address, or both of the residents occupying any dwelling situated on such Lot. The Developer shall be exempt from these sign restrictions.

(e) No person shall kindle, start, maintain or conduct outdoor burning or open fires, including but not limited to, the burning of trash, paper, cardboard, leaves or items that emit noxious or hazardous smoke as determined by the ACC, except a fire for outdoor cooking or recreation. The fire for cooking or recreation shall be in a grill, fireplace or other equipment specifically designed for outdoor residential uses. Paper or cardboard may be used as a starting device but not as a primary component to burn.

(f) Basketball goals shall be permanently direct-buried within 3 feet of the driveway. No goals shall be installed on any portion of the main dwelling or garage structures nor shall any portable goals be permitted. Support poles shall be black and the backboards shall be transparent (plexi-glass or plastic). The use of such goals shall be limited to 8am to 10pm.

(g) Solar panels and collecting equipment are prohibited on any Lot.

(h) The installation, erection and use of clotheslines and similar devices and the placement or drying of clothing, linens, rugs or other items are prohibited outside the dwelling of any Lot.

(i) Outdoor playground equipment including trampolines are prohibited except for swing sets, slides and similar apparatus constructed of primarily natural materials, with no offensive colors and occupying no greater than 300 square feet of ground area.

3.13 Animals. No animals, livestock, bees, or poultry of any kind shall be raised, bred, or kept on any Lot, except that up to two (2) dogs and/or two (2) 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. Dogs shall be kept on leashes at all times when outdoors and Owners shall immediately collect, remove and dispose of any dog waste from the Property. 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. No dogs are permitted to remain outside overnight.

3.14 Storage Sheds. The Architectural Control Committee may approve permanent storage type sheds to be located within the rear yard of a Lot. Structures to be considered cannot exceed 200 square feet, must have cement slab foundations, and be similar in design, character and color to the existing single-family dwelling. No storage shed may be constructed without ACC and Village approval.

3.15 Garages; Parking and Concrete Driveway Approaches.

(a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than two (2) automobiles and not more than three (3) automobiles for each one (1) family 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 within six [6] months from the date of issuance of written occupancy permit).

(b) Garages shall be placed on the high side of each Lot except as otherwise approved by the ACC.

(c) 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.

3.16 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. Metal roofs are not allowed.

(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the ACC.

3.17 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, vinyl, or insulated aluminum siding or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC. All residences shall have some brick or stone on the front elevation unless brick or stone would be contrary to the design of the home, and shall be approved by the ACC. The ACC is to have the final determination.

(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 good 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 to the ACC for approval before installation on the dwelling.

3.18 Yard Lights, Mailboxes and Public Street Lighting.

(a) Owners shall install at Owner's expense one (1) outdoor electric yard and lamp post matching the dwelling's other exterior lighting, with photo cell (to operate dusk to dawn) wired direct to the Owner's electrical panel. Indoor light switches are prohibited. The light and post shall be installed at the front Lot line near the proposed (or completed) driveway, as approved by the ACC.

(b) The Developer shall purchase and arrange for installation of one (1) mailbox with newspaper box, which will be installed at the street in clusters and at locations approved by the United States Postal Service. Costs related to the purchase and installation of the mailbox will be



included in the building contract between the Developer and the Lot Owner, and paid at closing. Individual newspaper boxes or other apparatus are prohibited in the parkway.

(c) Upon the installation of the Required Public Street Lights as contracted with We Energies by the Developer, We Energies shall maintain, repair or replace the street lights. The Developer shall make an initial estimated cash deposit with the Village equal to the first years billing costs for the public street lighting within Devonshire subdivision. Thereafter, the payment for the costs of the public street lighting, which includes electric energy costs, monthly facility maintenance fees and a Village administrative billing fee, will be invoiced to the Association ("collectively the Owners") within the Development for payment. The street lighting deposit held by the Village will be evaluated each year based upon the previous years billing and shall be increased, if necessary, by the Association within 30 days of the Village's invoice.

#### ARTICLE IV ACC MEMBERSHIP

Membership. So long as the Developer, or its successors and assigns shall own one (1) or more Lots, the authority and functions of 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 as the ACC until their successors have been duly appointed. The members of the ACC shall appoint their successors (who shall be Owners) by majority vote from time to time.

#### ARTICLE V COVENANT FOR ASSOCIATION ASSESSMENTS

5.1 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; and (3) an initial assessment to be paid by the Owner of any Lot at the time said Owner purchases the Lot from the Developer in order to capitalize the funds of the Association. 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. Every Lot Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to the entire amount of the assessment due and shall pay the same or prorated amount in the year of closing to the Association.

5.2 Initial Payment. At the time of closing each initial sale of a Lot from the Developer, the buyer shall pay a Reserve Fund Deposit to the Association in the amount of One

Hundred Dollars (\$100.00) as a start-up fee. In addition, disclosure is made that initial annual fee for the Homeowner's Association shall be One Hundred Dollars (\$100), which shall be pro-rated based on the date of closing. Thereafter, annual assessments shall be due and payable in advance on the 1<sup>st</sup> day of January of each year. The Board of Directors of the Association shall, at least annually, prepare a budget and determine the amount of expenses for the forthcoming year.

ARTICLE VI  
ENFORCEMENT, TERMINATION, MODIFICATION

6.1 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 and/or the Village and/or an Owner or such other 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.

6.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable 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.

6.3 Reimbursement. Any amounts expended by the Developer, the Association and Owner and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the payor, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

6.4 Failure to Enforce Not a Waiver. Failure of the Developer and other party 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.

6.5 Right to Enter. The Developer, the Association, and/or the Village shall have the right to enter upon any building site or other Lot within the premises for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants.

6.6 Dedications/Restrictive Covenants/Easements. Each and every Owner of the Lot and Outlot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the Final Plat.

6.7 Village Ordinances Apply. Each and every Owner shall be solely responsible to insure that applicable Village ordinances are adhered to and shall be subject to the appropriate Village approval process for construction of a single-family home on a lot.

## ARTICLE VII GENERAL PROVISIONS

7.1 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, 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 (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.

7.2 Notices. Any notice required to be sent to any 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 Owner on the records of the Kenosha County Treasurer at the time of such mailings.

7.3 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.

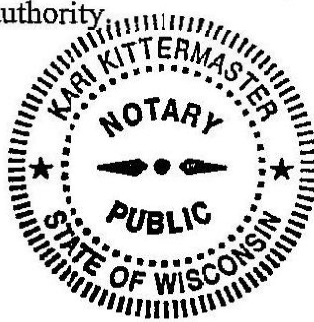
IN WITNESS WHEREOF, this instrument has been duly executed this 30 day of May, 2007.

REGENCY HILLS - DEVONSHIRE, LLC

By: [Signature]  
James J. Duerrwaechter - Managing Member

State of Wisconsin )  
                                  ) ss.  
Kenosha County        )

Personally came before me this 30 day of May, 2007, the above named James J. Duerrwaechter to me known to be such person and officer who executed the foregoing instrument and acknowledge that they executed the same on behalf of the Developer, by its authority.



[Signature]  
Print Name: Kari Kittermaster  
Notary Public: Kenosha Co., Wisconsin  
My commission expires: 12-05-2010

This instrument was drafted by:

James J. Duerrwaechter  
5008 Green Bay Rd.  
Kenosha, WI 53144  
4-23-07  
Rev. 5-24-07

Return this document to:

James J. Duerrwaechter  
5008 Green Bay Rd.  
Kenosha, WI 53144

EXHIBIT A

**SURVEYOR'S CERTIFICATE:**

State of Wisconsin )  
                                  ) ss  
County of Waukesha)

I, Michael J. Losik, registered Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped "Devonshire" being a subdivision of part of the Northwest ¼, the Northeast ¼, the Southwest ¼, and the Southeast ¼ of the Northwest ¼ of Section 23, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the North ¼ corner of said Section 23; Thence South 02°35'49" East and along the East line of said Northwest ¼ Section, 200.14 feet to the place of beginning of lands hereinafter described;

Thence continuing South 02°35'49" East and along said East line, 2464.03 feet to a concrete monument with a brass cap marking the Center of said Section 23; Thence South 89°48'27" West and along the South line of said NW ¼ section, 1490.84 feet to a point; Thence North 02°35'45" West, 2658.08 feet to a point on the North line of said NW ¼ section; Thence North 89°34'25" East and along said North line, 724.87 feet to a point; Thence South 02°35'45" East, 150.00 feet to a point; Thence North 89°34'25" E and parallel to said North line, 110.00 feet to a point; Thence North 02°35'45" West, 150.00 feet to a point on said North line; Thence North 89°34'25" East and along said North line of the NW ¼ section, 265.68 feet to a point; Thence South 00°25'35" East, 170.00 feet to a point; Thence North 89°34'25" East and parallel to said North line, 180.00 feet to a point; Thence North 00°25'35" West, 170.00 feet to a point on said North line; Thence North 89°34'25" East and along said North line, 90.00 feet to a point; Thence South 00°25'35" East, 200.00 feet to a point; Thence North 89°34'25" East and parallel to said North line, 127.58 feet to the point of beginning of this description.

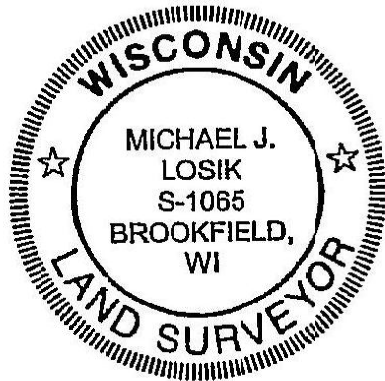
Said parcel contains 3,891,909 Square Feet (or 89.3459 Acres) of land, more or less.


That I have made such survey, land division and map by the direction of REGENCY HILLS - DEVONSHIRE, LLC., owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Statutes of the State of Wisconsin and the subdivision regulations, Chapter 395, of the Village of Pleasant Prairie in surveying, dividing, mapping and dedicating the same.

Dated this 14<sup>th</sup> day of March, 2007.  
Revised this 1<sup>st</sup> day of June, 2007.



  
Michael J. Losik, P.E., L.S.  
Registered Land Surveyor, S-1065  
LOSIK ENGINEERING DESIGN GROUP, LTD.  
19035 W. Capitol Dr., Suite 201  
Brookfield, WI 53045  
Phone: (262)790-1480 Fax: (262)790-1481