

Restrictive Covenants  
Hawks Run

Document Number

Document Title

Subdivision doc# 1280690  
Plat# 2875

Lots 1-58  
Out Lots 1 & 2

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RESTRICTIVE COVENANT AS

RECORDED

At Kenosha County, Kenosha, WI

Louise I. Principe, Register of Deeds

on 8/23/2002 at 9:10AM

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JOES

REGDEED3

Recording Area

Name and Return Address

Summerhill Dev.  
5008 Green Bay Rd  
Kenosha, WI 53144

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pt: 06-4-120-274-0303

pt: 07-4-120-352-0107

Parcel Identification Number (PIN)

# **RESTRICTIVE COVENANTS FOR HAWK'S RUN SUBDIVISION**

Declaration of conditions, covenants, restrictions and easements regarding Hawk's Run Subdivision, Town of Salem, Kenosha County, Wisconsin.

This declaration is made by Summerhill Development Corp., hereinafter called "Developer", as owner of certain real property in Kenosha County, Wisconsin:

WHEREAS, the Developer holds title to certain real estate located in the Town of Salem, Kenosha County, Wisconsin, described in Exhibit A to this declaration, which lands have been platted as Hawk's Run Subdivision, said lands being hereinafter referred to as the "Subdivision"; and,

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

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

## **I. GENERAL PURPOSE**

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

## **II. TERMINATION**

The restrictions are to run with the land and shall be binding on all parties hereto and all

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persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, said Conditions, Covenants, Restrictions and easements shall be automatically extended for successive periods of ten (10) years unless the record owners of three-fourths (3/4) or more of the lots in the Subdivision shall:

A. Execute a written document modifying, amending or rescinding these conditions, covenants, restrictions and easements or any one or more of them in whole or in part; and

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

**C. Sections XII, XIII, XXVI, XXVII, XIX, XXIV, and XXVIII of these Restrictive Covenants are to be held in perpetuity and are not subject to the termination time frame set forth in Paragraphs A and B above.**

### III. SEVERABILITY

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

### IV. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed, or altered on any lot until the building plans, landscape plans, specifications and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and planning by the Architectural Control Committee. Such plans and specifications shall be submitted to the Architectural Control Committee and approved before a building permit from the Town of Salem and/or Kenosha County is applied for.

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

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

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C. The initial Architectural Control Committee is composed of:

Raymond C. Leffler                      and                      Michael S. Lawrence or  
Victoria Johnson

D. The address of the Architectural Control Committee is:

5008 Green Bay Road  
Kenosha, WI 53144

E. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Architectural Control Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

F. If, at any time, the Architectural Control Committee has ceased to exist as such and has failed to designate a representative to act for it, the owners of a majority of the lots in the Subdivisions may elect a successor committee at a meeting of lot owners called by notice in writing, mailed to the last known address of all lot owners in the subdivision as shown on the assessment rolls of the Town of Salem, and in the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with.

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

## V DWELLING QUALITY

The face of every outside wall of any residence, including chimney chases, shall be constructed of materials approved by the Architectural Control Committee. All residences shall have roofs constructed of wood shake, asphalt or fiberglass shingles, tile, slate or other material approved by the Architectural Control Committee with not less than a 6" to 12" (6/12) pitch.

Every residence hereafter erected shall have minimum floor areas as follows:

1 Story (Ranch Style)	1600 sq. ft. minimum
2 Story (Traditional)	1800 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	1600 sq. ft. minimum
Tri-Level/Bi-Level (Above Grade)	1600 sq. ft. minimum

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For purposes of this section "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade at front foundation line, basements, garages, breezeways, and unenclosed porches, attics and other areas not finished or useable as living quarters. Hawk's Run Subdivision requires a *minimum* of 900 sq. ft. of first floor living space.

No building shall be erected, altered, placed or permitted to remain on any lot other than the following type:

- 1) A ranch type dwelling limited to one floor
- 2) A one and one-half story cape cod
- 3) A split-level dwelling
- 4) A two story type dwelling
- 5) With respect to all other types of dwellings, as determined by the ACC, and are consistent with the foregoing and with other provisions hereof.

#### VI. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Town of Salem building code restrictions. No structure or part thereof erected upon any *corner lot* in the Subdivision may be erected nearer than *fifty (50)* feet from the lot line adjacent to the street located at the side of such building. The *front yard* building setback line for each lot in the Subdivision shall be *fifty (50)* feet from the front lot line unless written approval is received from the Architectural Control Committee. The *side yard* setback shall not be less than *fifteen (15)* feet. NOTE: The *rear yard* setbacks along *Hwy. JF for Hawk's Run Subdivision are sixty-five (65) feet*. All lots located on a *cul-de-sac* shall have a minimum front yard setback of *fifty (50) feet*.

**All lots lying within, or adjacent to, the wetland boundaries and/or Trevor Creek shall maintain a minimum 50-foot vegetative buffer along the entire wetland complex and Trevor Creek. The protective buffer shall be allowed to revert to natural vegetation or seeded with a native seed mix. The buffer strip shall be maintained as undisturbed, unmowed vegetation in its natural state. No mowing of the buffer strip shall occur other than to control invasion by woody species and maintenance of herbaceous species through annual mowing.**

#### VII. GARAGES, DRIVEWAYS, SERVICE WALKS AND SIDEWALKS

A two (2) car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached by a breezeway. Nothing in this section shall be construed

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to prohibit the construction of an attached garage which is larger than the minimum required by this section (up to a four car garage allowable). To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, blacktop, brick or other hard surface material acceptable to the Architectural Control Committee. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and walkways.

#### VIII. UTILITIES AND ANTENNAS

All electric light, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electric signals of any nature shall be allowed on any lot within the Subdivision without the approval of the Architectural Control Committee. Any such exterior antenna, satellite dish receiver or similar device shall not exceed 18" in diameter.

#### IX. SOLAR ENERGY

Devices and systems for collection of solar energy are permitted within the Subdivision, provided that the location and screening of any such system are approved by the Architectural Control Committee.

#### X. HEDGES AND FENCES

A. Hedges shall be permitted provided that the same are located as required by these covenants and maintained by the lot owner.

B. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a fence or wall of sufficient height to conceal the same, but no higher than four (4) feet, by shrubbery of sufficient density to accomplish the same purpose, or other approved screening. Nothing in this paragraph should be deemed to restrict perimeter fences to four (4) feet in height. Perimeter fencing location, material and height are to be approved by the Architectural Control Committee.

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

D. No fence shall be permitted to extend nearer to any street than the rear foundation line of the principal structure, except those specifically approved by the Architectural Control Committee for the express purpose of screening air conditioning units or firewood or decorative fencing.

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E. Except as herein stated, fences and walls shall be permitted provided that the material and location of the same are in conformity with the Town of Salem and Kenosha County building codes. The location, design, construction and material for all fences or walls are subject to approval by the Architectural Control Committee. Chain link fences are specifically prohibited.

#### XI. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. Separate outbuildings or enclosures may be erected or kept upon a lot for the purpose of housing or restraining any animal or pet provided the location, design, construction and material for such structure is approved by the Architectural Control Committee.

#### XII. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials which will give off odors of any kind, and all deposited fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than three (3) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. The finished grade of any improved lot in the Subdivision shall comply with the Master Grading Plan on file with, and approved by, the Town of Salem. Changes to this covenant are only allowed with written Architectural Control Committee approval and may require the approval of the Town of Salem and/or Kenosha County. Changes to this covenant are only allowed with written Architectural Control Committee approval and may require the approval of the Town of Salem and Kenosha County. The developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected so that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications approved by, and on file with, the Town Engineer. Upon conveyance of individual lots, individual lot owners shall assume the responsibility for maintaining the erosion control measures put in place by the developer. If individual lot owners fail to maintain said erosion control measures, for all periods of time for which the developer retains any responsibility to the Town under the Developer's Agreement, the developer shall have the right to enter upon any lot or common area in the subdivision for the purpose of restoring the same or providing maintenance as required by the Town pursuant to the Developer's Agreement. The developer shall have no liability to any lot owner, or the Homeowner's Association, with respect to work required by the Town of Salem and performed under the terms of this paragraph. In the event that restoration or maintenance is required by reason of the act or neglect of any lot owner, or the

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Homeowner's Association, the developer shall have the right to recover its costs from said owner or the Homeowner's Association. After the developer's responsibility under the Developer's Agreement has expired, the right to enter upon any lot or common area to restore same, or provide maintenance as required by the Town, shall transfer to the Homeowner's Association. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of a building upon said lot and then only so much as is necessary and essential in the furtherance of such construction. Under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

**The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Town of Salem Town Board (upon review and recommendation of the Town of Salem Plan Commission) and Kenosha County.**

**This Section XII is not subject to the termination time frame as stated in Section II (a) and (b). See Section XII (c).**

### XIII. SITE MODIFICATION

Portions of the Subdivision are located within wetlands and environmental corridor areas. Each lot shall be developed in conformity with all applicable laws and ordinances regarding these environmentally sensitive areas. Any proposed site grade modification must be approved by the Architectural Control Committee.

Clear cutting of trees on individual lots is hereby prohibited. Only those trees located within the proposed building pad, and a sufficient area surrounding said building pad to facilitate construction, shall be permitted to be removed. Any lot owner requesting to remove additional trees than necessary for the construction of a residence must submit a written request, along with a site plan indicating the trees to be removed and a reason for the request, to the Architectural Control Committee. No trees may be removed without the express written consent of the Architectural Control Committee.

**The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Town of Salem Town Board (upon review and recommendation of the Town of Salem Plan Commission) and Kenosha County.**

**This Section XIII is not subject to the termination time frame as stated in Section II (a) and (b). See Section XII (c).**

**PLEASE SEE SECTION XXVI - EASEMENTS & PRESERVATION EASEMENT AGREEMENT.**

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#### XIV. NOXIOUS ACTIVITY

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

#### XV. SIGNS

No signs of any character, size, or description shall be maintained upon any lot in the Subdivision except signs of a size no larger than ten (10) inches by eighteen (18) inches bearing the name, address, or both of the resident occupying such lot, security service warning signs or residential re-sale "For Sale" signs. The content, size and design of all signs shall be controlled by the Architectural Control Committee. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the sale and/or construction period. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision.

Any lots containing Preservation Easements (see Section XXVI) have been staked with **permanent** Preservation Easement boundary markers. It is the responsibility of the individual lot owners for these lots to maintain these permanent markers. Failure to maintain the markers by the individual lot owner will result in the Homeowner's Association maintaining said markers on behalf of the individual lot owner and assessing that lot owner for any cost incurred by the Association.

#### XVI. SWIMMING POOLS AND SPAS

Swimming pools and spas, including above ground swimming pools, are allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Town of Salem and Kenosha County. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation line of the principal structure.

#### XVII. TREE AND BRUSH REMOVAL

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

**PLEASE SEE SECTION XXV REGARDING THE REMOVAL OF ANY TREES**

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**OR BRUSH LYING WITHIN THE PRESERVATION EASEMENT AREA.**

**PLEASE SEE SECTION XIII (SITE MODIFICATION) REGARDING TREE REMOVAL.**

**XVIII. VEHICULAR STORAGE**

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, no motor vehicle may be parked or kept on any lot in the Subdivision other than a car, truck or van which is licensed by the State of Wisconsin as a private passenger vehicle.

**XIX. LOT AND OUTLOT MAINTENANCE**

Each vacant lot in the Subdivision shall be maintained by the owner of such lot so that the same shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant lot and the lot owner shall regularly mow the lot and comply with the Town of Salem and Kenosha County ordinances regarding weed control.

Some lots within the subdivisions may contain an area on their lot which has been designated as a "Landscape Easement" area, which is shown on the final plat for the subdivision. Each individual lot owner of those lots containing Landscape Easement areas shall be required to maintain the landscaping within the easement areas (for example, cutting the grass and weeding any planting beds). Failure to maintain the landscape areas within individual lots will result in the Homeowner's Association maintaining said landscape easements and assessing the individual lot owner for any costs.

Hawk's Run Subdivision Owners Association, Inc. has entered into a Storm Water Management Agreement with the Town of Salem regarding the Storm Water Management Area for Hawk's Run Subdivision. Owners of lots within the Subdivision agree to abide by the requirements outlined in the Storm Water Management Agreement, a copy of which is attached to these Restrictive Covenants as Exhibit B.

Cul-de-Sac Landscape Islands. The landscape islands located within the cul-de-sac shall be maintained by the Developer until such time as said maintenance is turned over to the Homeowner's Association and subsequently by the Association in perpetuity.

The Developer will provide and plant trees of species determined by the approved Landscape Plan. These trees will have a one year warranty from the date of planting. It shall be

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the responsibility of the individual lot owners to water, weed and maintain those trees located on their property. If said trees are damaged or destroyed after the warranty period, it shall be the responsibility of the property owner to replace the plantings within six months of the damage or destruction with a similar species.

Outlot and Landscape Easement Maintenance. In the event the Homeowner's Association should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay the real estate taxes assessed against its properties within the subdivision, the Town of Salem may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the subdivision under the provisions of Section 66.60(16) of the Wisconsin Statutes. Similarly, any real estate taxes remaining unpaid, together with any penalties and interest thereon, may be collected by the Town of Salem as a special assessment against all of the properties in the subdivision which border the properties, or the Town of Salem may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purpose.

**The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Town of Salem Town Board (upon review and recommendation of the Town of Salem Plan Commission) and Kenosha County.**

**This Section XIX is not subject to the termination time frame as stated in Section II (a) and (b). See Section XII (c).**

## XX. COMPLETION OF CONSTRUCTION

The interior and exterior construction (including landscaping and driveways) of a residence shall be substantially completed and the residence shall be ready for occupancy within one (1) year after commencement of construction; such time of completion shall be extended to the extent of any delay due to strike, lockouts and acts of God. In its sole discretion, the Architectural Control Committee shall determine 1) when a residence is substantially completed and ready for occupancy; 2) the extent of the delay due to strike, lockouts and acts of God; and 3) may, for good cause, allow additional time for completion of construction.

## XXI. TEMPORARY STRUCTURES

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

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## XXII. GARBAGE OR REFUSE DISPOSAL

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

## XXIII. ACCESSORY OR UTILITY BUILDINGS

A single detached accessory building shall be permitted on lots in the Subdivision provided that the design and location of the same are approved by the Architectural Control Committee, and the Town of Salem and/or Kenosha County, if required, prior to construction. Said accessory building shall be substantially the same as the residence on the lot, including siding and roofing materials. A building permit will be required from the Town of Salem and/or Kenosha County prior to the construction of said accessory building. No portion of any accessory or utility building shall be allowed to encroach within the twenty-five (25) foot setback requirement for those lots containing Preservation Easements. For purposes of this Section XXIII, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be construed without prior approval of the Architectural Control Committee. However, Town of Salem and Kenosha County permits, if required, are the responsibility of the lot owner..

## XXIV. MODIFICATION

This declaration may be amended at any time through execution of the owners of seventy-five percent (75%) of the residential lots affected by these restrictive covenants of an amendment which shall take effect on the date of recording thereof in the office of the Register of Deeds for Kenosha County, Wisconsin, **excepting Sections XII, XIII, XIX, XXIV, XXVI, XXVII and XXVIII for which any modification(s) require the prior written approval of both the Town of Salem Town Board (upon review and recommendation of the Town of Salem Plan Commission) and Kenosha County, and in Section XXVIII, the Dept. of Transportation.**

**This Section XXIV is not subject to the termination time frame as stated in Section II (a) and (b). See Section XII (c).**

## XXV. ENFORCEMENT OF RESTRICTIONS

If the owner of any lot subjected to these restrictive covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning or co-owning any other lot subjected to these restrictive covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either

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to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades for drainage or enforce any of the covenants and restrictions herein contained.

## XXVI. EASEMENTS, PRESERVATION EASEMENTS, DEED RESTRICTIONS AND 100 YR. FLOODPLAIN DISCLOSURE

**Easements** are herewith reserved for installation and maintenance of utility lines and/or drainage lines, as set forth on the recorded plat of the Subdivision.

A walking/bicycle trail is to be designed in conjunction with the Town of Salem, constructed at the expense of the developer, and maintained by the Town of Salem after acceptance. Said walking/bicycle trail will be located within the sixty-five (65) foot easement for those lots lying along Country Trunk Highway JF and includes lots in the Hawk's Run and Hickory Hollow Subdivisions.

**Landscape Easements** Some lots within the subdivisions may contain an area on their lot which has been designated as a "Landscape Easement" area, which is shown on the final plat for the subdivision. Each individual lot owner of those lots containing Landscape Easement areas shall be required to maintain the landscaping within the easement areas (for example, cutting the grass and weeding any planting beds). Failure to maintain the landscape areas within individual lots will result in the Homeowner's Association maintaining said landscape easements and assessing the individual lot owner for any costs.

As shown on the plat, several lots (including lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44) are within the 300' Shoreland Jurisdictional Limits. A separate Shoreland Conditional Use Permit may be required if any portions of those lots within the 300 foot limits will be disturbed.

Hawk's Run Subdivision contains areas which are designated as Conservancy lands. In addition, the following lots in the subdivision may be located entirely within, or contain portions of nature and **preservation areas**.

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 22, 23, 24, 25, 28, 29, 30, 31, 32, 33, 34, 35 and 36.

**LANDS LYING WITHIN THESE DESIGNATED PRESERVATION EASEMENT (PRIMARY ENVIRONMENTAL CORRIDOR WETLANDS AND FLOODPLAINS) AS SHOWN ON THE RECORDED PLAT, SHALL BE PRESERVED AND PROTECTED BY THE FOLLOWING RESTRICTIONS ON USE: A) NO MORE GRADING, FILLING OR VEGETATIVE REMOVAL IS ALLOWED EXCEPT THAT WHICH IS MINIMALLY NECESSARY TO ACCOMMODATE THE PROPOSED BUILDING; B) BUYERS CHOICE OF A BUILDING SITE REQUIRES THE APPROVAL OF THE PLANNING BOARD OF KENOSHA COUNTY; C) TREE REMOVAL FOR THE ERECTION OF A DWELLING WILL BE IN CLOSE PROXIMITY OF THE BUILDING SITE. THE NUMBER OF TREES TO BE REMOVED FOR THE FOUNDATION OF THE DWELLING IS TO BE MINIMAL; D) REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, WILDFLOWERS,**

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HEDGES, GRASSES, AND THE LIKE, SHALL BE PROHIBITED WITH THE EXCEPTION OF DEAD OR DISEASED VEGETATION REMOVAL AND NOXIOUS WEEDS AS DEFINED IN THE LOCAL MUNICIPALITY WEED CONTROL ORDINANCE. AT LEAST 85% OF THE ENVIRONMENTAL CORRIDOR'S NATURAL QUALITIES SHALL BE RETAINED; E) INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT OF THE PRESERVATION AREA SHALL BE PROHIBITED IN THE PRESERVATION AREAS; F) GRAZING BY DOMESTICATED ANIMALS (I.E. HORSES, COWS) SHALL BE PROHIBITED WITHIN SAID PRESERVATION AREA.

All areas designated as Preservation Easements areas, whether on an individual lot or on an outlot, will be staked with boundary markers which are to remain permanently. Any sign(s) located on an individual lot will be maintained by the lot owner. Any sign(s) designating Preservation Easement areas on the outlots will be maintained by the Homeowner's Association.

**Floodplain Disclosure.** Some of the lots within the subdivision have portions of the lot lying within the 100 year floodplain boundary. All of the floodplain boundary lines lie well outside of the building envelope and are typically found along the rear lot line. Purchasers of the following lots may be required to obtain flood insurance, subject to individual lender requirements. Purchasers are encouraged to review the final plat for the subdivision for actual floodplain boundary locations.

Lots 3, 4, 9, 10, 13, 14, 30, 32, 33, 34, 35, 36 and 38.

**The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Town of Salem Town Board (upon review and recommendation of the Town of Salem Plan Commission) and Kenosha County.**

**This Section XXVI is not subject to the termination time frame as stated in Section II (a) and (b). See Section XII (c).**

#### XXVII. CONSERVANCY OUTLOTS

Hawk's Run Subdivision contains several outlots which are specifically zoned for conservancy.

The lands lying within the conservancy areas as shown on the recorded plat, shall be preserved and protected by prohibiting the following: grading, filling or excavation, the erection of any structures or buildings, the removal or destruction of any vegetative cover (except diseased vegetation and noxious weeds), the introduction of plants not indigenous to the existing environment, the gardening, cultivating and disposing of yard waste of any type, and grazing of domestic animals, where applicable.

The Conservancy Outlots may, however, contain walking paths, which may be constructed by the developer according to plans and specifications which require the approval of the Town of Salem and may not be modified without the prior written approval of both the Town

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of Salem Town Board (upon review and recommendation of the Town of Salem Plan Commission) and Kenosha County.

Each owner of a lot in the subdivisions receives a 1/58th ownership interest in said Outlots. In addition, an Owner's Association has been developed to protect and maintain said Outlots. Real estate taxes, including any assessments levied by the Town, shall be paid by the owners of the lots in the subdivision through the Owner's Association. SEE SECTION XXIX FOR HOMEOWNER'S ASSOCIATION INFORMATION.

**The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Town of Salem Town Board (upon review and recommendation of the Town of Salem Plan Commission) and Kenosha County.**

**This Section XXVII is not subject to the termination time frame as stated in Section II (a) and (b). See Section XII (c).**

#### XXVIII. HIGHWAY ACCESS

Due to the fact that the subdivision abuts either a County Trunk Highway (Country Trunk Highway JF), this development is subject to the Wisconsin Department of Transportation Chapter 233 Rules and Regulations. Therefore, the following are made a part of these Restrictive Covenants for Hawk's Run Subdivision for any lot within the identified subdivision which abuts said Highways or contain easements for highway purposes:

As Developer, Summerhill Development Corp. hereby restricts all lots and blocks so that no owner, possessor, user, license, or other person may have any right of direct vehicular ingress or egress to any highway lying within the right-of-way of County Trunk Highway JF, as shown on the land division map; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s.236.923, Wisconsin Statutes and shall be enforceable by the department (Wisconsin Department of Transportation) or its assigns.

No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 239.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the County Highway Department.

No structure or improvement of any kind is permitted within the vision corners (as shown on the final plat). No vegetation or signage within the vision corners may exceed 24 inches in

Last Modified: 6/20/02

height.

**THESE RESTRICTIONS MAY NOT BE REMOVED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE TOWN OF SALEM, KENOSHA COUNTY AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION.**

**This Section XXVIII is not subject to the termination time frame as stated in Section II (a) and (b). See Section XII (c).**

#### XXIX. HOMEOWNER'S ASSOCIATION

Summerhill Development Corp. has formed a Homeowner's Association for the lot owners in the Subdivision. The purpose of the Association is to protect and maintain those areas within the development which are designated as Conservancy Outlots, and, if necessary, to maintain other easement areas as designated by the final plat.

In addition, the Homeowner's Association shall be responsible for the perpetual maintenance of any permanent development identification signage that may be installed either by the developer or the Association and payment of the real estate taxes, plus any assessment levied by the Town, for those areas identified as Conservancy Outlot areas. The Association has the right to levy an assessment, either quarterly, bi-annually, annually, or otherwise as deemed appropriate by the Association for this purpose.

The initial Board of Directors shall consist of:

Raymond C. Leffler	Director
James J. Duerrwaechter	Director
Henry K. Osburn	Director

The Association shall be managed by the Board of Directors until such time as the Association is turned over to the lot owners according to the By-Laws for the Association, a copy of which each individual lot owner has received a copy of. The Association will be governed by the By-Laws as established according to the laws of the State of Wisconsin.

#### XXX. AGREEMENT TO TERMS

By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and the right of enforcement of this declaration as aforesaid.


Last Modified: 6/20/02



IN WITNESS WHEREOF, Summerhill Development Corp. has caused these presents to be executed this 2 day of July, 2002.

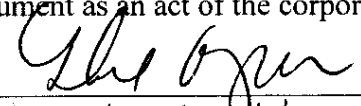
SUMMERHILL DEVELOPMENT CORP.

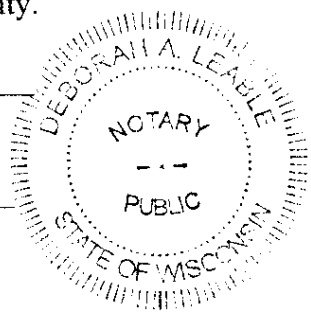
By:   
Raymond C. Leffler President

By:   
Henry K. Osburn Secretary

STATE OF WISCONSIN    )  
                                      ) ss.  
COUNTY OF KENOSHA    )

Personally came before me this 2 day of July, 2002, the above named Raymond C. Leffler, President, and Henry K. Osburn, Secretary, of Summerhill Development Corp., to me known to be the persons and officers who executed the foregoing instrument as an act of the corporation, by its authority.

  
Deborah Leable  
Notary Public - State of Wisconsin  
My Commission expires: 4-2-06



Document drafted by: Raymond C. Leffler

After recording, return to: Raymond C. Leffler  
Summerhill Development Corp.  
1020 West Blvd.  
Racine, WI 53405

Last Modified: 6/20/02

Exhibit "A"

Covenants & Restrictions - Hawks Run

SURVEYOR'S CERTIFICATE

I, PETER S. GORDON, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF SUMMERHILL DEVELOPMENT CORPORATION (OWNERS), I HAVE SURVEYED, DIVIDED, AND MAPPED HAWK'S RUN SUBDIVISION, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, IN PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, IN PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, AND IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, ALL IN TOWN 1 NORTH, RANGE 20 EAST, KENOSHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 35; THENCE N 36DEG 56MIN 27SEC E, 418.88 FEET TO THE POINT OF BEGINNING; THENCE N 88DEG 55MIN 16SEC E, 415.00 FEET; THENCE S 01DEG 25MIN 58SEC E, 330.00 FEET TO AN IRON REBAR STAKE FOUND ON THE NORTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE ALONG SAID NORTHERLY LINE, N 88DEG 55MIN 16SEC E, 591.00 FEET; THENCE S 41DEG 21MIN 20SEC W, 236.96 FEET; THENCE S 03DEG 41MIN 28SEC W, 110.08 FEET; THENCE S 37DEG 07MIN 01SEC E, 274.05 FEET; THENCE S 23DEG 35MIN 42SEC W, 112.14 FEET; THENCE N 87DEG 18MIN 37SEC W, 176.20 FEET; THENCE N 60DEG 11MIN 56SEC W, 157.74 FEET; THENCE S 63DEG 38MIN 53SEC W, 133.74 FEET; THENCE S 22DEG 15MIN 45SEC E, 120.00 FEET; THENCE S 60DEG 16MIN 09SEC E, 348.80 FEET; THENCE S 88DEG 37MIN 53SEC E, 327.71 FEET; THENCE N 87DEG 30MIN 20SEC E, 225.28 FEET; THENCE S 24DEG 06MIN 36SEC E, 497.22 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY TRUNK HIGHWAY "JF"; THENCE ALONG SAID HIGHWAY, S 88DEG 51MIN 13SEC W, 1851.45 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID HIGHWAY, N 01DEG 50MIN 54SEC W, 11.36 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID HIGHWAY, S 88DEG 33MIN 16SEC W, 1057.75 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULTE ST. MARIE RAILROAD; THENCE ALONG SAID RIGHT OF WAY, N 38DEG 24MIN 01SEC W, 1260.18 FEET; THENCE N 55DEG 59MIN 40SEC E, 583.30 FEET; THENCE N 63DEG 42MIN 20SEC E, 1735.00 FEET; THENCE S 01DEG 28MIN 01SEC E, 401.58 FEET TO THE POINT OF BEGINNING. CONTAINING 4,389,898 SQUARE FEET (100.78 ACRES) OF LAND, MORE OR LESS.

I ALSO CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF WISCONSIN STATUTES; THE SUBDIVISION CONTROL ORDINANCE, KENOSHA COUNTY, WISCONSIN; AND THE TOWN OF SALEM LAND DIVISION CONTROL ORDINANCE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

DATED: NOV. 29, 2001  
Revised MAY 3, 2002

*Peter S. Gordon*

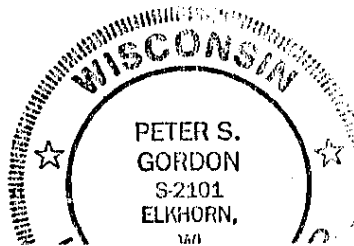


Exhibit "B"  
Covenants & Restrictions - Hawks Run  
**STORM WATER MANAGEMENT AGREEMENT**  
**HAWK'S RUN SUBDIVISION**

THIS AGREEMENT, made and entered into by and between HAWK'S RUN SUBDIVISION PROPERTY OWNERS' ASSOCIATION, INC. (the "Association") and SUMMERHILL DEVELOPMENT CORPORATION ("Developer");

RECITALS:

WHEREAS, Developers have submitted a Plat of Subdivision for a parcel of land in the Town in Salem, Kenosha County, Wisconsin, to be known as Hawk's Run Subdivision; and

WHEREAS, the Developers have formed a Wisconsin corporation under the Wisconsin non-stock corporation law to serve as a property owners' association; and

WHEREAS, the Developer is the owner of the real estate shown on the Subdivision Plats as "Storm Water Management Area"; and

WHEREAS, the site grading, drainage and erosion control for both subdivisions require the construction and perpetual maintenance of retention/detention ponds and other drainage facilities within the Storm Water Management Area and the easements shown on the Plats of Subdivision; and

WHEREAS, the parties desire to make provisions for the perpetual maintenance of the Storm Water Management Areas within the Subdivisions.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed as follows:

1. Reservation of Storm Water Management Area. Developers hereby reserve those areas, easements and related facilities for storm water management in order to receive waters from the Hawk's Run Subdivision as well as water naturally draining into the Subdivision from surrounding areas, located in the Southeast 1/4 of Section 27, part of the Northeast 1/4 of

Section 34, part of the Northwest 1/4 of Section 35 and part of the Southwest 1/4 of Section 26, Town 1 North, Range 20 East of the Town.

2. Term. The term of the easements shown on the Subdivision Plat and the maintenance obligations created hereunder shall be perpetual and shall be altered and terminated only with the written consent of the owner of the Storm Water Management Area, which shall be the Association, and the Town Board of the Town of Salem, Kenosha County, Wisconsin.

3. Maintenance. The Association, at its sole cost and expense, shall maintain the Storm Water Management Areas, the detention/retention ponds or basins thereon, all drainage facilities providing for the drainage of waters from the above described Subdivisions, and all drainage facilities and storm sewers providing an outlet from any detention/retention pond situated within the Storm Water Management Areas. Any pond and all drainage facilities shall be maintained so as to allow the free flow of surface water into, over, across and through the Storm Water Management Area. Such maintenance shall include the prevention of any surface alteration of designed drainage easements by property owners.

4. Assessments. In the event the Town Board of the Town of Salem, in its sole discretion, finds that the Association has failed to fulfill its maintenance obligations as stated herein (after not less than 30 days' notice giving the Association an opportunity to cure its default), the Town of Salem may cause maintenance of the Storm Water Management Area to be performed and shall levy the cost thereof as a special assessment equally against all of the Lots of the Hawk's Run Subdivision, under the provisions of Section 66.60 of the Wisconsin Statutes. The Association and the Developers hereby grant to the Town of Salem a perpetual easement to enter upon all parcels designated as storm water management facilities on the Subdivision Plat, as finally approved, for the purpose of maintaining the storm


water drainage facilities and performing any work required in the Town's discretion to be performed.

5. Notice. The Secretary of the Association shall notify the Town Clerk of the Town of Salem of the name and address of the current Association representative to receive any notice or other communication from the Town relating to this Agreement. If no such notice has been given, the registered agent of the association shall be given notice.

6. Benefit. This Agreement shall run with title to the lands described herein and shall be binding upon and inure to the benefit of the parties to this Agreement and their successors in title.

Dated 6/19, 2002.

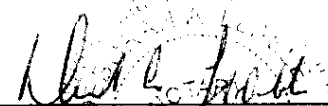
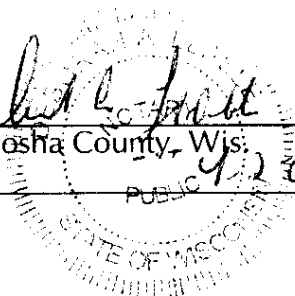
  
\_\_\_\_\_  
Raymond C. Leffler, President

  
\_\_\_\_\_  
Henry K. Osburn, Secretary

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
KENOSHA COUNTY        )

Personally came before me this 19<sup>th</sup> day of June, 2002, the above named Raymond C. Leffler and Henry K. Osburn, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

  
\_\_\_\_\_  
Notary Public, Kenosha County, Wis.  
My commission: 9-2-06  


HAWK'S RUN SUBDIVISION  
PROPERTY OWNERS' ASSOCIATION, INC.

By: Raymond C. Leffler  
President

Attest: [Signature]  
Secretary

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
KENOSHA COUNTY        )

Personally came before me this 19<sup>th</sup> day of June, 2002, the above named Raymond C. Leffler, President and Henry K. Osburn, Vice President, respectively, of Double Eagle Subdivision Homeowners' Association, Inc., to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

[Signature]  
Notary Public, Kenosha County, Wis.  
My commission: 4/22/06