

**The Meadows at Hunter Ridge
Declaration of Restrictions, Covenants and
Easements**

Lots 1-51, Outlots 1 and Outlot 2 in The Meadows at Hunter Ridge, being part of the Southeast ¼ of Section 13, Township 2, Range 22 East of the Fourth Principal Meridian. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.

This Document is being re-recorded to add the new legal for The Meadows at Hunter Ridge.

Recording Area

Name and Return Address
**Law Office of Joseph F. Madrigrano
Attn: Martha
1108 56th Street
Kenosha, WI 53140**

See attached
Parcel Identification Number (PIN)



DOCUMENT

1490402

RECORDED

At Kenosha County, Kenosha, WI 53140
Louise L. Principe, Register of Deeds
on 8/10/2006 at 2:10PM
60041234

\$59.00

REGDEED3

JENF

59-

THE MEADOWS AT HUNTER RIDGE
PT OF SE 1/4 SECTION 13 T 2 R 22
PLAT #3275 DOC#1488955
CITY OF KENOSHA 2007

DELETE 07-222-13-426-008
07-222-13-477-001

NEW

LOT 1	07-222-13-427-001	LOT 28	07-222-13-427-028
LOT 2	07-222-13-427-002	LOT 29	07-222-13-427-029
LOT 3	07-222-13-427-003	LOT 30	07-222-13-427-030
LOT 4	07-222-13-427-004	LOT 31	07-222-13-427-031
LOT 5	07-222-13-427-005	LOT 32	07-222-13-427-032
LOT 6	07-222-13-427-006	LOT 33	07-222-13-427-033
LOT 7	07-222-13-427-007	LOT 34	07-222-13-427-034
LOT 8	07-222-13-427-008	LOT 35	07-222-13-427-035
LOT 9	07-222-13-427-009	LOT 36	07-222-13-427-036
LOT 10	07-222-13-427-010	LOT 37	07-222-13-427-037
LOT 11	07-222-13-427-011	LOT 38	07-222-13-427-038
LOT 12	07-222-13-427-012	LOT 39	07-222-13-427-039
LOT 13	07-222-13-427-013	LOT 40	07-222-13-427-040
LOT 14	07-222-13-427-014	LOT 41	07-222-13-427-041
LOT 15	07-222-13-427-015	LOT 42	07-222-13-427-042
LOT 16	07-222-13-427-016	LOT 43	07-222-13-427-043
LOT 17	07-222-13-427-017	LOT 44	07-222-13-427-044
LOT 18	07-222-13-427-018	LOT 45	07-222-13-427-045
LOT 19	07-222-13-427-019	LOT 46	07-222-13-427-046
LOT 20	07-222-13-427-020	LOT 47	07-222-13-427-047
LOT 21	07-222-13-427-021	LOT 48	07-222-13-427-048
LOT 22	07-222-13-427-022	LOT 49	07-222-13-427-049
LOT 23	07-222-13-427-023	LOT 50	07-222-13-427-050
LOT 24	07-222-13-427-024	LOT 51	07-222-13-427-051
LOT 25	07-222-13-427-025	OUTLOT 1	07-222-13-427-401
LOT 26	07-222-13-427-026	OUTLOT 2	07-222-13-427-402
LOT 27	07-222-13-427-027		

Document Number

**The Meadows at Hunters Ridge
Declaration of Restrictions, Covenants
and Easements**



DOCUMENT

1485218

RECORDED
At Kenosha County, Kenosha, WI 53140
Louise J. Principe, Register of Deeds
on 6/27/2006 at 2:23PM \$55.00

REGDEED2 JANK

Recording Area

Name and Return Address

**Law Office of Joseph F. Madrigano
Attn: Martha
1108 56th Street
Kenosha, WI 53140**

55-
07-222-13-426-008 and
07-222-13-477-001
Parcel Identification Number (PIN)

PARCEL 1: Part of the West 1/2 of the Southeast 1/4 of Section 13, Township 2 North, Range 22 East of the Fourth Principal Meridian, more particularly described as: Commencing on the West line of said 1/4 Section at a point 10 chains and 75 links South of the Northwest corner of said 1/4 Section; thence East to the East line of the West 1/2 of said 1/4 Section; thence South on said last mentioned line 13 chains and 25 links; thence West to the West line of said 1/4 Section; thence North 13 chains and 25 links to the place of beginning; EXCEPTING from the above described real estate the South 3 acres thereof; FURTHER EXCEPTING THEREFROM those lands conveyed in Conveyance of Lands for Highway Purposes, dated September 5, 1952 and recorded in the Kenosha County Register of Deeds office on November 24, 1952 in Volume 372 of Deeds, page 532, as Document No. 344115. Said land being in the City of Kenosha, County of Kenosha, and State of Wisconsin.

PARCEL 2: The North 2 rods of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 2 North, Range 22 East of the Fourth Principal Meridian, lying West of the Chicago North Shore & Milwaukee Railroad. Said land being in the City of Kenosha, County of Kenosha, and State of Wisconsin.

The above described land to be known as: The Meadows at Hunters Ridge, being a part of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 2 North, Range 22 East of the Fourth Principal Meridian. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.

THE MEADOWS AT HUNTERS RIDGE SUBDIVISION

Declaration of Restrictions, Covenants and Easements

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS ("Declaration"), is made by Robinson Land Corp., an Illinois corporation ("Developer").

RECITALS

WHEREAS, the Developer is the owner of the real property located in Kenosha (the "City"), County of Kenosha, State of Wisconsin, known as The Meadows at Hunters Ridge Subdivision; and

WHEREAS, the Developer desires to subject The Meadows at Hunters Ridge Subdivision, described on the attached Exhibit A and as shown on the final plat, which is made a part hereof and described in Article II of the Declaration (the "Property"), being part of the development, to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in the declaration, each all of which is and are for the benefit of the Property, the Developer, the City and for each owner thereof and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof, and

DECLARATION

NOW THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants and Easements hereinafter set forth.

ARTICLE I DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "Developer" shall mean Robinson Land Corp., a Illinois corporation. The "Developer" may also mean the Architectural Control Committee (ACC) and vice versa, with respect to any required approval and review process under the Declaration.
- 1.2 "Association" shall mean and refer to The Meadows at Hunters Ridge Homeowners Association, Inc., a Wisconsin Non-Stock Corporation organized under Chapter 181 of the Wisconsin Statutes.

- 1.3 "Property" shall mean and refer to all existing properties as are subject to this Declaration.
- 1.4 "Common Areas" shall mean all property and real property interests located within The Meadows at Hunters Ridge Subdivision and designated as Stormwater Detention Areas, Wetland Preservation Areas, and other areas as shown on the final plat designated as follows:
- Outlots 1 & 2, Dedicated Drainage, Detention Basin, Access and Maintenance Easement (Developer reserves the right to transfer all or part of out lot 2 to third party for eighteen months after plat is recorded.)
 - Dedicated Landscaping, Lighting and Signage Easements Areas
 - Dedicated Wetland Preservation, Maintenance and Access Easement Areas
 - Dedicated Drainage, Access and Maintenance Easement Areas
 - Dedicated Utility Easement Areas
- Such interest shall also include all personal property, easements, fixtures, structures and improvements as the same are located on or in said areas.
- 1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land division map or any certified survey map of the Property with the exception of the Common Areas.
- 1.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except any Lot that is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.
- 1.7 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 1.
- 1.8 "City" shall mean Kenosha, Wisconsin.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 Existing Property. The Property, more particularly described on Exhibit A attached hereto and including Outlots 1 and 2 as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied

subject to this Declaration is located in Kenosha County, Wisconsin. The term "Existing Property" as used in this Declaration shall refer to all property that is subject to the provisions hereof.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

- 3.1 General Purposes. The Property is subjected to this Declaration to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against 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 highest and best development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for high type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.
- 3.2 Initially Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the stormwater, drainage, and detention areas, entry monuments and their related landscaping and lighting elements. Nothing contained herein shall constitute a waiver by the Developer to subsequently assess the costs of all, or a portion thereof, of the above-mentioned construction, installation and landscaping to the Association pursuant to a separate agreement.
- 3.3 Land Use and Building Type.
- a) No Lot shall be used for any purpose except for single-family residential purposes as permitted by the City zoning ordinance. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet in height, and a private attached garage for not less than two (2) cars as further described herein. 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.

- b) State of Wisconsin Licensed and Certified in-home day cares are prohibited from operation within the Property. Occasional babysitting is permitted subject to City Ordinances and State Statutes.

- 3.4 Architectural Control. No building, fence, wall, swimming pool, driveway, deck, sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in Section 3.11 hereof shall have been submitted, in triplicate with one reduced (copy 11 x 17), to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns 5 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 City 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 require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive

covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the City ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

Any alterations or corrections to this Declaration, proposed by the Developer or the ACC within forty-two (42) months of this recording, shall be approved by the Kenosha City Plan Commission.

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 1-16:

- 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 or walk out basement with a minimum first floor area of 1,000 square feet;
- c) Not less than 1,800 square feet for a two-story dwelling with a minimum first floor area of 1,000 square feet;

For Lots 17-51:

- a) Not less than 1,800 square feet for a one-story dwelling;
- b) Not less than 2,000 square feet for a split-level or walk out basement with a minimum first floor area of 1,000 square feet;
- c) Not less than 2,000 square feet for a two-story dwelling with a minimum first floor area of 1,200 square feet;

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.

3.7 Grading, Building, Location and Lot Area.

- a) Any grading of a Lot must conform to the last approved master Grading and Drainage Plans ("Grading Plans") on file with the City of Kenosha, Department of Public Works. 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 City ordinances.
- b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey, submitted in duplicate, showing the placement of the proposed dwelling with the existing ground grade at all corners together with all easements as shown on the final plat. The ACC reserves the right to make modifications as to the first floor grade of the building. The landscaping and drainage of the Lot shall conform to the Grading Plans.
- c) Each Owner shall be responsible for insuring that drainage from said Owner's Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to drainage pattern on other lands within the Property of The Meadows at Hunters Ridge Subdivision shall be caused by an Owner which varies from the Grading plans as these are amended by the Developer from time to time, subject to City approval and recordation. 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 and the City; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.
- d) Upon the approval of the building grades by the ACC, the applicant shall file the approved grades with the City for its review and approval prior to commencing any grade.
- e) Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location within the Property or adjacent lands specified by the Developer and shall not be removed from the Property without the permission of the ACC. It shall be the lot owner's sole cost to

export excess fill off-site if not permitted to remain within the property.

3.8 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from the date of commencement of construction. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of a Certificate of Occupancy permit from the City.

3.9 Easements/Dedications/Obligations.

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

b) Landscape Easements. Areas of the final plat designated with a Landscape Easement are for the installation and perpetual maintenance of landscape materials as denoted on the Forestry Plan on file at the City of Kenosha. The Association shall be responsible for maintenance and replacement of landscape materials within the easement areas.

- c) Landscape Preservation. No tree larger than 6 inches in diameter may be removed without approval of ACC and City of Kenosha.
- d) Setbacks. The minimum front or street setback, side yard, rear yard and on other such areas ("Setback Areas") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or similar utilities. Within fifteen (15) days of written request therefor by the Developer, or after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easement (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structure 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. The setbacks are as follows:

Front Yard	25ft.
Interior Side Yard	8ft.
Street Side Yard	12.5ft.
Rear Yard	40ft

- e) Dedications, Easements and Covenants for Stormwater Detention Areas. The fee interest in the areas shown on the final plat as Outlot 1 and Outlot 2 has been dedicated, given, granted and conveyed by the Developer to the Association. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the final plat. Notwithstanding such easements and dedications, The City shall have no right with respect to the above mentioned Outlots. The Developer and the Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these Outlots. No filling or other activities or condition detrimental to their function as storm water drainage facilities shall occur or exist within such Outlots or on the surrounding lands without the written approval of the Developer and the City. From time to time in the City's discretion, the City shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its

successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the City, the Developer and the Association. The Developer, its successors, assigns and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners. The Association and its Members shall be bound by the above mentioned covenants and such similar covenants as are contained in the final plat forever.

3.10 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to the City 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 subdivided or combined without the approval of the City. The requirements under City ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with City 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 City ordinances and the City ordinance is stricter than the provision contained herein, the City 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 City and shall not constitute a waiver of such City requirement and/or approval.

3.11 Landscape Requirements.

- a) All plans for dwellings shall include a landscape plan that shall be subject to approval of the ACC. Three (3) copies (one reduced to 11 x 17) of the landscape plan shall be submitted for approval prior to submission to the City. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling, as approved by the ACC, shall be completed within one (1) year from the date of issuance of an occupancy permit by the City, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, the Owner of the Lot, upon notification, 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 and shall be subject to the penalties provided in Section 7.3. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in

the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

- b) The Developer shall install parkway trees in the public road right-of-ways and warranty said trees for a period of one (1) year from the date of planting provided the Owner of the Lot in which the trees adjoin takes reasonable precautions to maintain, foster and promote its growth; should a tree die within the warranty period and it is determined by the Developer that the tree was harmed due to construction activity, grading, damage, lightening, wind, negligence or neglect, the warranty is void and the Owner shall be responsible for replacement; upon expiration of the warranty, each Owner shall maintain the tree that adjoin the Lot; should a tree(s) die, owner shall promptly replace the tree(s) with a similar species, minimum of 2 ½ " in diameter at the base at the same approximate location.

3.12 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot nor anything be done that may be or may become a nuisance to the neighborhood.

- a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view, Outside incinerators are not permitted.
- b) No external antennae, including satellite dishes, except satellite dishes of not greater than 18" in diameter, television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without prior written approval of the ACC.
- c) Basketball goals shall be within 3ft. of the driveway. No goals shall be installed on any portion of the main dwelling or garage structures. Support poles shall be black and the backboards shall be plexi-glass or plastic. The use of such goals shall be limited to 8am to 10pm.
- d) The installation, erection and use of clotheslines and similar devises and the replacement of drying of clothing, linens, rugs or other items are prohibited outside the dwelling on any Lot.

3.13 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other small household pets (such as canaries or parakeets) or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be

kept, bred, or maintained for any purposes. Dog runs, outside dog houses, or other such outside animal shelters are prohibited.

3.14 Mailboxes. At the closing of a Lot, the Buyer shall purchase from the Developer, One (1) mailbox with newspaper box, which shall be installed at the street and in clusters at locations approved by the United States Postal Service. Individual newspaper boxes are prohibited.

3.15 Garages; Parking and Concrete Driveway Approaches.

- a) Each Lot shall have a private, enclosed, attached garage having not less than 480 square feet total for onsite storage of not less than two (2) automobiles for each one (1) family dwelling built upon such Lot and shall be connected to the street by properly surfaced asphalt, concrete or brick driveway (such driveway shall be installed and completed within one (1) year from the date of issuance on any occupancy permit). Detached garages will not be permitted. Approach must be concrete.
- b) Garages shall not have garage door(s) facing the front Lot line that measure greater than 50% of the front elevation of the dwelling and garage together as measured by the respective foundations.
- c) There shall be no outside parking of boats, snowmobiles, buses, trailers or recreational vehicles of any type; vehicles greater than 8ft. in height, vehicles with a gross vehicle weight rating exceeding 12,000 lbs., any vehicle not in regular use or not registered with the Department of Motor Vehicles; such personal property shall be stored in garages or off-site.
- d) The location of garage door(s), whether front or side entry shall be 8ft. in height and the location of any driveway and its intersection with the street shall be subject to the approval of the ACC.
- e) Each lot may have one (1) outbuilding not to exceed 180sq.ft. not to exceed 16ft. in height, and shall be designed and constructed of the same materials and architectural style as the main dwelling. All outbuildings and their location upon a lot are subject to City ordinances and ACC approval.

3.16 Roofing Material and Construction.

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

- b) All dwellings shall have minimum roof pitches of 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) i.e.: brick, stone, EIFS, stucco, composite cement board, wood or wood finished siding or other similar materials acceptable to the ACC and the construction shall be carried out in accordance with the material(s) as approved by the ACC. T-111, vinyl and aluminum are prohibited for use as the primary exterior surface and are permitted for soffits, fascia, windows and doors only.
- b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values. The ACC reserves the right to deny a building plan where a same or similar plan was previously approved on the Property.
- 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.

Front face of building must be substantially brick. Unsupported areas or small areas in keeping with design and as approved by the ACC may be siding.

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

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

- 4.1 Membership. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (1) vote in the Association for each Lot owned by the Member. When more

than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. So long as the Developer, or its successors and assigns shall own one (1) or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by the Developer or its successors and assigns. When the Developer, or its successors and assigns, no longer owns one (1) or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot to be sold by the Developer, whichever occurs last, the Developer shall promptly select three (3) Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors, thereafter consisting of three (3) members, shall be elected by the Members at each annual meeting of Members. Members of such elected Board of Directors shall serve for one (1) year or until their successors have been duly elected. The members of the Board of Directors shall not be entitled to any compensation for their services as members. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

ARTICLE V PROPERTY RIGHTS IN THE COMMON AREAS

- 5.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association that shall be appurtenant to and shall pass with the title to every Lot.
- 5.2 Title to Outlots. Title to Outlots as mentioned above in Section 3.9 shall be conveyed to the Association by quit claim deed from the Developer. Members shall have the rights and obligation imposed by this declaration with respect to such Common Areas.
- 5.3 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:
- a) The right of the Association, but subject to the prior written approval of the City to dedicate or transfer all or any part of any Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

- b) The right of the Association, but subject to prior written approval of the City, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.
- 5.4 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association or the City to repair said damaged areas; the Association or the City shall repair said damaged areas in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to City approval. The amount necessary for such repairs, together with ten (10%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.
- 5.5 Right to Enter and Maintain. The Developer and the Association are hereby granted an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, reviewing, or reconstructing any utilities, facilities, detention areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots and/or Meadows at Hunters Ridge Subdivision as a whole, in addition to benefiting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the City, the City following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance enter upon any Lot in order to repair, renew, reconstruct or maintain such facilities or utilities and any assess the cost, if such cost is not traditionally assumed by the City and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.
- 5.6 Ponds. Storm water retention facilities located within Outlots 1 & 2 have been designed as storm water management and water quality devices and are not intended as a recreational feature. Swimming, fishing, boating, ice skating and any other activity other than described herein is prohibited.

- 5.7 Disclaimer. The Developer shall convey the above mentioned Outlots to the Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. The Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold harmless against any and all claims relating to the Common Areas.

ARTICLE VI COVENANTS FOR ASSESSMENTS

- 6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expresses in such deed, is deemed to covenant and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repair to Common Areas; and (4) special assessments as provided in sections 5.4 and 7.3. All such assessments, together with interest thereon and costs of collection or enforcement 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.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall be liable to the Association for the above mentioned assessments to the extent of one-quarter (25%) of the total assessment due, provided for in this Article VI of the Declaration, for every Lot owned by the Developer in Meadows at Hunters Ridge Subdivision. Every subsequent 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. In the event the assessment collected under this Article VI are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the final plat, and the Developer continues to own Lots on which it pays only twenty-five percent (25%) of the assessments as set forth under this Article VI, the Developer shall be responsible for up to one hundred percent (100%) of the assessments on such Lots to the extent necessary to cover the deficiency. Any further deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

- 6.2 Annual General Assessment.

- a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat including, but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.
 - b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2(a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally. The rate of assessment shall not be limited by the amounts set forth in Wisconsin Statutes, 779.70.
 - c) Method of Assessments. The assessment for each Lot shall be levied at the same time once each year. The Board shall declare the assessment so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.
 - d) Date of Commencement of Annual General Assessment. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.
- 6.3 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs, or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the

maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances (not otherwise owned by the City of Kenosha) located within any Storm Water Drainage, Access and Maintenance Easement area.

6.4 Special Assessment for Exterior Maintenance to Lots.

- a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in a reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs, gutters, down spouts, exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors shall have all necessary rights of ingress and egress to and from such Lot, building, or improvement with full right to do whatever may be necessary to perform any such maintenance, repair or replacement.
- b) Assessment of Cost. The cost of such exterior maintenance, together with ten percent (10%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and, if not paid within thirty (30) days of written notice of the amount of such assessment, shall accrue interest at the annual rate of eighteen percent (18%). Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

6.5 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.6 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempt from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessment, charges, or liens.

- 6.7 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.
- 6.8 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to fifty Dollars (\$50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.
- 6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Kenosha County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin Statutes 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance in said statute on any successor statute.
- 6.10 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the City, would

impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the final plat. Any proposed elimination or material reduction in the assessment or charges against the Owners shall meet with the approval of the City.

ARTICLE VII
ENFORCEMENT, TERMINATION, MODIFICATION

- 7.1 Right to Enforce. This Declaration and the covenants contained herein and on the final plat are enforceable by the Developer and/or the Association and/or the City or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha Register of Deeds, as its assignee for the purpose thereof.
- 7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns, and, or the Association, and/or the City (but the City shall have no obligation to enforce the same and may do so in its discretion) in any manner provided by law or equity, including but not limited to one or more of the following:
- a) Injunctive relief;
 - b) Action for specific performance;
 - c) Action for money damages as set forth in this Declaration; and
 - d) Performance of these covenants by the Developer, and/or the Association, and/or the City on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the City describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association or the City for the actual costs (plus ten percent [10%] for overhead) related to or in connection with performing these covenants.
- 7.3 Reimbursement. Any amounts expended by the Developer, the Association, and/or the City in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer, the Association, and/or the City, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

- 7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns, the Association, and/or the City to enforce these covenants in the event of a subsequent default.
- 7.5 Right to Enter. The Developer, the Association, and/or the City shall have the right to enter upon any building site or other Lot within the premises for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants and if the Developer, the Association, and/or the City so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.
- 7.6 City Authority. In the event the obligations contained herein and as contained in the final plat are not being performed to the satisfaction of the City, the City shall have the right, but not the obligation, to perform such function and may assess any charges incurred in the performance of such covenants against the Association and/or the Owners. Any amounts expended by the City in enforcing these obligations, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall be paid by the Owner. In the event such amounts are not paid, the charges may be levied as a special assessment by the City in accordance with Wisconsin Statutes.
- 7.7 Dedication/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the final plat.
- 7.8 Conflict and Failure to Mention. In the event of a conflict between the provisions of this Declaration and the City ordinances, and the City ordinance is stricter than the provisions contained herein, the City ordinances shall control. Failure to mention a requirement, with respect to any Lot and single-family home to be built thereon, or other necessary approval in this Declaration shall not imply that no such requirement exists with the City and shall not constitute a waiver of such City requirement and/or approval. Each and every Owner shall be solely responsible to insure that the City ordinance is adhered to and shall be subject to the appropriate City approval process for construction of a single-family home on a lot.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the property and be binding upon all persons claiming under the Developer and shall be for the benefit of and by the Association for a period of fifty (50) years from the date of this Declaration is recorded and shall be 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 forty two (42) months following the date this Declaration is recorded, this Declaration may be amended, subject to the City of Kenosha Plan Commission, 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 25 Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own Lots. Subsequent to such forty two (42) month 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 City is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

- 8.2 Notices. Any notices required to be sent to any Member or Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.
- 8.3 Enforcement. To the extent that other specific remedies are not provided herein, upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of Five Hundred Dollars (\$500.00) and an additional fine of One Hundred Dollars (\$100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who causes the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of twelve percent (12%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provisions 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.

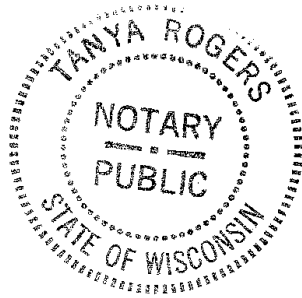
20th IN WITNESS WHEREOF, this instrument has been duly executed this day of June, 2006.

ROBINSON LAND CORP.


By: Thomas Robinson, President

State of Wisconsin)
) ss.
Kenosha County)

Personally came before me this 20th day of June, 2006, the above named Thomas Robinson, President, Robinson Land Corp., to me known to be such persons and members who executed the foregoing instrument and acknowledge that they executed the same as the sole members on behalf of the Developer, by its authority.



Tanya Rogers
Notary Public, State of Wisconsin
My Commission expires: 5/11/08

Drafted by: Thomas Robinson