

DOCUMENT #

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RESTRICTIONS

ROLLING FIELDS SUBDIVISION

Document Number

Document Title

REGISTER'S OFFICE  
RACINE COUNTY, WI

RECORDED

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WILLARD  
REGISTER OF DEEDS

From: Part of 51-008-03-22-01-057-000

Lot 1	008-03-22-01-666-010	
Lot 2	008-03-22-01-666-020	
Lot 4	008-03-22-01-666-030	
Lot 4	008-03-22-01-666-040	
Lot 5	008-03-22-01-666-050	
Lot 6	008-03-22-01-666-060	
Lot 7	008-03-22-01-666-070	
Lot 8	008-03-22-01-666-080	
Lot 9	008-03-22-01-666-090	
Lot 10	008-03-22-01-666-100	
Lot 11	008-03-22-01-666-110	
Lot 12	008-03-22-01-666-120	
Lot 13	008-03-22-01-666-130	
Lot 14	008-03-22-01-666-140	
Lot 15	008-03-22-01-666-150	
Lot 16	008-03-22-01-666-160	
Lot 17	008-03-22-01-666-170	
Lot 18	008-03-22-01-666-180	
Lot 19	008-03-22-01-666-190	
Lot 20	008-03-22-01-666-200	
Lot 21	008-03-22-01-666-210	Lot 38 008-03-22-01-666-380
Lot 22	008-03-22-01-666-220	Lot 39 008-03-22-01-666-390
Lot 23	008-03-22-01-666-230	Lot 40 008-03-22-01-666-400
Lot 24	008-03-22-01-666-240	
Lot 25	008-03-22-01-666-250	
Lot 26	008-03-22-01-666-260	
Lot 27	008-03-22-01-666-270	
Lot 28	008-03-22-01-666-280	
Lot 29	008-03-22-01-666-290	
Lot 30	008-03-22-01-666-300	
Lot 31	008-03-22-01-666-310	
Lot 32	008-03-22-01-666-320	
Lot 33	008-03-22-01-666-330	
Lot 34	008-03-22-01-666-340	
Lot 35	008-03-22-01-666-350	
Lot 36	008-03-22-01-666-360	
Lot 37	008-03-22-01-666-370	

55  
Recording Area

Name and Return Address

LANDMARK TITLE OF RACINE

Parcel Identification Number (PIN)

3451 773-195

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2 (X) to the recording fee. Wisconsin Statutes, § 817.01

ROLLING FIELDS SUBDIVISION

Declaration of Restrictions, Covenants and Easements

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS ("Declaration"), is made by REGENCY HILLS DEVELOPMENT CORP., a Wisconsin corporation ("Developer").

RECITALS

WHEREAS, the Developer is the owner of the real property located in the Town of Mt. Pleasant (the "Town"), County of Racine, State of Wisconsin, known as Rolling Fields Subdivision (the "Subdivision"); and

WHEREAS, the Developer desires to subject Rolling Fields 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 this Declaration (the "Property"), to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration, each and all of which is and are for the benefit of the Property, the Developer, the Town 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

WHEREAS, it is the Developer's intention to initially develop the Property as 40 single-family lots and to add 63 single-family lots in additional phases of development.

DECLARATION

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

ARTICLE I  
DEFINITIONS

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

1.1 "Developer" shall mean Regency Hills Development Corp., a Wisconsin corporation. The "Developer" may also mean the Architectural Control Committee and vice versa, with respect to any required approval and review process under the Declaration.

1.2 "Association" shall mean and refer to the Rolling Fields Homeowner's Association, Inc.

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

1.4 "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision map of the Property.

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

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

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit A attached hereto and 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 Racine County, Wisconsin. The term "Existing Property" as used in this Declaration shall refer to all property which is subject to the provisions hereof.

2.2 Additions to the Property. Developer may, from time to time and in its sole discretion, subject all or a portion of the property described on Exhibit B attached to this Declaration by appropriate reference hereto. The additions authorized herein shall be made by filing for record in the office of the Register of Deeds for Racine County a Supplemental Declaration with respect to the additional property, which shall extend the scheme of the Restrictions and Covenants of this Declaration to such property, including increasing the number of members and votes in the Association and the amount of land subject to control or owned by the Association. Such Supplemental Declaration may contain such complimentary additions and modifications of the Restrictions and Covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the additional property and as are not inconsistent with the scheme of this Declaration. Such Supplemental Declaration may also provide for the use and enjoyment of common areas in the Subdivision by the owners of lots contained within the additional lands which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the lands described therein shall become part of the Property and shall be subject to all the terms of this Declaration.

ARTICLE III  
GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subjected to this Declaration to insure and appropriate use and development; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure the appropriate development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots; and in general to provide adequately for a good quality of improvements to the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Wetlands/Storm Water Drainage and Detention Areas/Cul de Sac Landscape Improvements. Any area designated as a "wetland" on the Final Plat shall be protected and maintained by the Rolling Fields Homeowners Association in perpetuity, in its existing wetland state and no planting, dredging, filling, mowing, or other activity or condition shall occur within such areas or on the surrounding land adjacent to such areas which is detrimental to such wetland area without the written approval of the Association, the Department of Natural Resources, the Town and any other governmental body having jurisdiction over such areas. The Town shall have no obligation to maintain such wetland areas. The obligations contained within this section and as imposed by the Final Plat shall run with the land and shall be binding upon the Developer, its successors, assigns and successors in title in their capacity as Lot Owners and shall benefit and be enforceable by the Town. Subject to these restrictions, the Developer shall be responsible for the initial construction, installation and landscaping of the storm water drainage and detention areas and the landscaping and grass within the cul de sac islands. The Rolling Fields Homeowners Association shall thereafter have the right and obligation to maintain in perpetuity the cul de sac landscaped islands in a clean mode maintained and weed free condition and maintain the storm water drainage and detention areas in a functional, neat and nuisance free condition, even though such areas may be situated upon a privately owned lot. No driveways, fences, or structures shall be erected within the storm water drainage and detention areas which block, divert, or reroute the drainage flow or which might interfere with the Town's rights, unless express written approval is granted by the Town and the Association and subject to any conditions as the Town and/or the Association may impose. The Developer shall be relieved of all maintenance obligations pertaining to the maintenance activities at the time the Association is turned over to the lot owners. This covenant shall run with the land and shall be binding upon the Developer, its successors, assigns and successors in title of the Lots, in their capacity as Owners of any such Lots and shall benefit and be enforceable by the Town.

3.3 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the Town zoning ordinance. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet (plus attic) in height, and a private attached garage for not less than two (2) cars nor more than three (3) cars. Notwithstanding anything contained herein to the contrary, the Developer may use any Lot for the purpose of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.4 Exclusive Builder. The Developer reserves the right to designate and require buyers to use J.J.D. Mastercraft Builders, Inc. as the exclusive builder in the Subdivision.

3.5 Architectural Control. No building, fence, wall, swimming pool, deck, or other structure or improvement of any type shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same described in section 3.12 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Architectural Control Committee (hereinafter "ACC") composed of not more than three (3) representatives appointed by the Developer. Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Town without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in the event of disapproval, if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements, and exterior features of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of municipal ordinances. Further, the Developer or ACC may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

3.6 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.

3.7 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, breeze ways and similar additions), measured along the exterior walls, of less than the following areas:

- (a) Not less than 1,350 square feet for a one-story dwelling;
- (b) Not less than 1,800 square feet for a split-level with a minimum area above grade of 1,100 square feet;
- (c) Not less than 1,600 square feet for a two-story dwelling;
- (d) Not less than 1,600 square feet for a one- and one-half story dwelling;
- (e) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

**\* For those Lots located in the Town of Caledonia Minimum first floor will be required as per the ordinances of the Town of Caledonia.**

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.8 Lot Grade, Setbacks, Building Location and Lot Area.

- (a) No dwelling shall be constructed with slab on grade construction;
- (b) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum established under the Ordinances of the Town. Notwithstanding the foregoing, no building or part thereof shall be erected nearer than:
  - 25 feet from the front lot line
  - 12 feet from the side lot line closest to the driveway
  - 8 feet from the side lot line furthest from the driveway
- (c) No building shall be located on any lot nearer than 25 feet from a wetland boundary as shown on the Final Plat on lots # 5 and 6 and attached as Exhibit "D".

(d) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans ("Grading Plans") on file with the Town and Developer.

(e) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the final plat. The ACC reserves the right to make modifications as to the final first floor grade of the building. The landscaping and drainage of the Lot shall conform to Grading Plans.

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

(g) All grading and sump pump discharge locations must be approved in advance by the ACC and must be situated and constructed in accordance with the applicable ordinances and drainage regulations of the Town.

(h) Any excess fill from excavations shall be hauled to a location within the Property or adjacent lands specified by the Developer and shall not be removed from the Property without the permission of the ACC.

3.9 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of issuance of the building permit by the Town. The time of completion shall be extended by Architectural Control Committee in its sole discretion as a result of any delay due to strike, lockouts or acts of god or for any other good cause as determined by the ACC. The determination of when construction of a dwelling or other incidental structure has been completed shall be made in the sole discretion of the ACC. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of an occupancy permit from the Town.

3.10 Easements/Dedications/Obligations.

(a) Easements-General. Certain Easements affecting the Property are recorded on the final plat for the Subdivision in the office of the Register of Deeds of Racine County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the Town, or to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Town; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Town and/or any other party having an interest in the respective easement area.

(b) Storm Water Detention Area Easements. Permanent easements for maintenance of the storm water detention basin areas situated in the wetlands on Lots 5, 6, 33, 34, 35, 36 and 37 are hereby granted in favor of the Association which has full and complete responsibility for maintenance of the same. In the event that work or repairs are needed within the wetland area, the Association is hereby granted full and complete rights of ingress and egress in order to accomplish the maintenance and work required. The Association shall restore the land to its condition prior to any such repairs or work.

(c) Setbacks. The minimum front or street setback, shore yard, 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 located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structures or other improvements may be constructed in the Setback Areas except landscaping or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.



(d) Restricted Driveway Access. Direct vehicular driveway access to certain areas and lots specified on the Final Plat attached as Exhibit "D" are prohibited and/or restricted. Those restrictions are incorporated herein.

3.11 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Town ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the Town. The requirements under Town ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Town 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 Town ordinances and the Town ordinance is more strict than the provision contained herein, the Town 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 Town and shall not constitute a waiver of such Town requirement and/or approval.

3.12 Landscape Requirements. Landscape planting for any dwelling shall be completed within one (1) year from the date of issuance of an occupancy permit by the Town, 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, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this section 3.12 of this Declaration.

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

- a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.
- b) No vehicle, truck, trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, or similar private vehicles shall be parked in private driveways for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.
- c) No external antennae will be allowed, satellite dishes, (excepting satellite dishes of not greater than 24" in diameter,) television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time

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

3.14 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of two (2) dogs, cats, or other small household pets (such as canaries or parakeets) or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any commercial purposes. Dog runs, outside dog houses, or other such outside animal shelters are prohibited.

*SHEDS*  
3.15 Storage Sheds. The Architectural Control Committee may approve permanent storage type sheds to be situated on a Lot. Structures to be considered must have cement slab foundations and be similar in design, character and color to the existing single-family dwelling. No storage shed may be constructed without ACC approval. *MIKE LAURENCE*

3.16 Garages; Parking and Concrete Driveway Approaches.

(a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than two (2) automobiles for each one (1) family dwelling built upon such Lot and shall be connected to the street by a properly surfaced asphalt, concrete, or brick driveway (such driveway shall be installed and completed within one (1) year from the date of issuance of any occupancy permit).

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

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

(d) No parking of any motorized or non-motorized vehicle including, but not limited to, a mobile home, trailer, boat, camper, truck, automobile, or other vehicle is permitted on the grassy portion of any lot. Temporary parking of a motorized or non-motorized vehicle is permitted only for a continuous period of time not to exceed 72 hours in any 30-day period.

(e) Maximum impervious surface coverage on any Lot shall be fifty percent (50%) of said Lot area. Impervious surface shall be defined as the portion of the Lot

occupied by principal and accessory structures, sidewalks, driveways, patios, decks, pools and other related improvements which are not considered to be landscaping by the ACC.

3.17 Roofing Material and Construction.

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

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

3.18 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: brick, stone, wood, vinyl, or aluminum siding or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of good quality and will have no substantial adverse effect upon property values. ACC reserves the right to require the use of brick, stone, or masonry materials to achieve this goal.

(c) The proposed color schemes for a dwelling to be erected, altered, modified, or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

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

ARTICLE IV  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

ARTICLE V  
PROPERTY RIGHTS IN CERTAIN AREAS

5.1 Association Easement. Subject to the provisions hereof, the Association shall have a right and easement of benefit in any wetland area and in the landscaped areas of any cul de sac which shall be appurtenant and shall pass with title to every lot.

5.2 Damage or Destruction of Areas by Owner. In the event any area to which the Association is granted an easement 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 Town to repair said damaged areas; the Association or the Town shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs, together with ten percent (10%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.3 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 Lot, at reasonable

notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Lots and/or the Subdivision as a whole, in addition to benefitting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the Town, the Town, following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Town and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.

ARTICLE VI  
COVENANT FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Drainage Easement Areas and landscaped cul de sac islands; All such assessments, together with interest thereon and costs of collection thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Every Lot Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to the entire amount of the assessment due and shall pay the same or prorated amount in the year of closing to the Association.

6.2 Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the wetland, detention basin and drainage easement areas and the landscaped cul de sac islands, 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 fees paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.

(b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment.

103  
LOTS

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 Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in 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 Assessments. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

(e) Initial Payment. At the time of closing each initial sale of a Lot from the Developer, the buyer shall pay to the Association the sum of One Hundred Dollars (\$100.00) as a prepayment against that Lot's obligation for future general assessments or charges.

6.3 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements, including fixtures and personal property related thereto, and extraordinary expenses incurred in maintenance and operation. 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 Town) located within any water drainage easement area.

6.4 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.

6.5 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.

6.6 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.

6.7 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Racine 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 States § 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.8 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have 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 Developer, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the final plat.

## ARTICLE VII ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. This Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer and/or the Association and/or the Town and/or an Owner or such other person or organization specifically designated by the Developer, in a document recorded in the office of the Racine County Register of Deeds, as its assignee for the purpose thereof.

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

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

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

7.4 Failure to Enforce Not a Waiver. Failure of the Developer and other party to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

7.5 Right to Enter. The Developer, the Association, and/or the Town 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.

7.6 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the final plat.

#### ARTICLE VIII. POND LOTS

8.1 Establishment of Detention Basin Pond. The Developer shall construct a detention basin pond on portions of Lots 5,6, 33, 34, 35, 36 and 37 of the Subdivision and upon portions of adjoining real estate proposed to be platted as additions to the Property (all of which Lots shall be referred to herein as the "Pond Lots" for the purposes of this section). The



Developer shall construct the pond pursuant to the construction and engineering plans approved by the Town.

8.2 Use, Restriction and Maintenance. Until such time as The Homeowners Association (as hereinafter provided) is created, the storm water drainage pond shall be maintained by and at the expense of the Developer. Subject to the restrictions contained in this section and rules and regulations which may be hereafter established by the Homeowners Association, the Pond Lot Owners, their guests and invitees, shall have the right to use the pond in common with all other Pond Lot Owners, their guests and invitees. Owners of Subdivision Lots, other than Pond Lots shall have no rights with respect to the pond other than specifically set forth in this section. Every Pond Lot Owner shall have the exclusive right to use that portion of the pond which is bordered by the rear lot line of such Owner's Lot, the water's edge of the pond and the sidelines of such Owner's Lot extended to the water's edge of the pond. This right of use shall be considered to be an exclusive easement for the benefit of the abutting Pond Lot and the Owners thereof and shall be considered to be a covenant running with the land. The riparian and easement rights granted herein shall be construed so as to allow free and unimpeded access to the pond by every Pond Lot Owner; all subject to the conditions and limitations hereinafter established. Every Pond Lot Owner, by acceptance of a deed to such Pond Lot, covenants and agrees with and for the benefit of every other Pond Lot Owner that he shall not place, erect, construct, or maintain any item of personal property or structure within the recorded easement and without the prior written approval of the ACC (or in the event that a Homeowners Association has been formed, by the board of directors of the Homeowners Association). The installation of docks and piers by any individual Pond Lot Owner is specifically prohibited. Recreational use of the pond is limited to shore fishing only. Boating, swimming and other recreational uses of the pond are prohibited. This paragraph determines the rights and responsibilities of individual Pond Lot Owners and shall not be construed to create a partnership or joint venture between or among the various Pond Lot Owners. In addition to the other uses provided by this section, it is specifically declared that the pond described in this section shall be used for storm water retention as part of the overall storm water drainage plan for the area which includes Rolling Fields Subdivision and any additions thereto. Permanent drainage easements have or will be established to allow installation of storm water drainage pipes, utility lines and access to the pond. Pond Lot Owners are specifically prohibited from altering their Lots or the pond so as to adversely affect storm water drainage. The Developer specifically reserves the right to extend riparian and easement rights referred to in this section to lands lying outside of Rolling Fields Subdivision, but which abut the pond. As a condition of any further grant of such rights, the Developer shall require all such additional Owners to agree to be bound by the terms of this section and all amendments hereto, including the assumption of a proportionate share of the costs of maintenance.

8.3 Pond Association. The Developer specifically reserves the right to incorporate a "Homeowners Association" for the purpose of ownership, management and maintenance of the pond and as outlined here in. At the time the Association is formed, each Pond Lot Owner, together with all other owners of lands to whom riparian and easement rights have been granted,

to be bound by the terms of this section and all amendments hereto, including the assumption of a proportionate share of the costs of maintenance.

8.3 Pond Lots. The Developer specifically reserves the right to incorporate a "Homeowners Association" for the purpose of ownership, management and maintenance of the pond and as outlined here in. At the time the Association is formed, each Pond Lot Owner, together with all other owners of lands to whom riparian and easement rights have been granted, shall, by virtue of the recordation of their deed of conveyance, be deemed members of the Association without further action by such parties. After formation of the Association, all matters concerning the pond shall be determined by the Association. The provisions contained in this section may not be amended or modified without the consent of the owners of all lands which abut said pond.

## ARTICLE IX GENERAL PROVISIONS

9.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer and shall be for the benefit of and be enforceable solely by the Association for a period of fifty (50) years from the date this Declaration is recorded and shall automatically be extended for successive periods of fifty (50) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five percent (75%) of the Lots (provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots). Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration provided the prior written approval of the Town is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds of Racine County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

9.2 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Racine County Treasurer at the time of such mailings.

9.3 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which

shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

IN WITNESS WHEREOF, this instrument has been duly executed this 15<sup>th</sup> day of December, 2002.

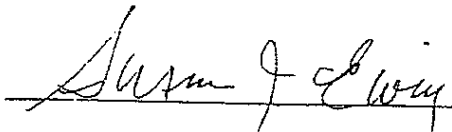
REGENCY HILLS DEVELOPMENT CORP.

By: 

James J. Duerrwaechter, President

State of Wisconsin )  
                                  ) ss.  
Racine County )

Personally came before me this 15<sup>th</sup> day of December, 2002, the above named James J. Duerrwaechter, to me known to be such person and officer who executed the foregoing instrument and acknowledge that he executed the same on behalf of the Developer, by its authority.

  
Notary Public, KENOSHA Co., Wisconsin  
My commission 9-24-06

Rev. 11-13-02  
This instrument was drafted by  
James J. Duerrwaechter  
5008 Green Bay Rd.  
Kenosha, WI 53144

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EXHIBIT A

Lots 41 through 91 of Rolling Fields Addition #1, being a subdivision of part of the southwest 1/4 and the northwest 1/4 of the northwest 1/4 of Section 1, Township 3 North, Range 22 East in the Town of Mt. Pleasant, Racine County, Wisconsin.

EXHIBIT B

Phase III – Lots 93 – 103 of the Rolling Fields Addition #1 located in the Town of Caledonia, Racine County, Wisconsin.

## EXHIBIT "C"

### RETENTION POND OPERATION AND MAINTENANCE PLAN ROLLING FIELDS ADDITION #1 SUBDIVISION RACINE COUNTY, WISCONSIN

The Rolling Fields Subdivision includes a storm water retention pond on Lots 74, 75, 76, 77, and 78 that is to be maintained in perpetuity by the Rolling Fields Homeowners Association. The ponds have a surface area of 1.26 acres. The ponds shall be an aesthetic feature benefiting Lots 74, 75, 76, 77 and 78.

All inlets and outlets to the proposed ponds shall be cleaned of any debris on a quarterly basis at a minimum. If normal water levels of the pond appear to be higher than usual, inspection and cleaning of the outlets shall be performed on a more regular basis.

Pond size, configuration of flood storage volume shall be maintained to conform to the Town approved plans for the subdivision. A sediment clean out cycle should be implemented. Bottom surveys of the sediment depth should be completed every 5-10 years and sediment removed as necessary.

Activities should include removal and disposal of litter from the landscaped areas and any materials floating on the surface, removal of any materials clogging inlets and maintenance of vegetated areas through reseeding damaged area, mowing and removal of tree seedlings.

Special inspection and repairs should be conducted annually or as required by special circumstances. Inspect and repair any eroded or slumping areas on or around the embankment. Inspect for excessive sediment deposition and identify and correct the source area. Inspect all inlets and outlets for needed repairs or clogging and repair if necessary. Pond should function well unless excessive amounts of floatables are allowed to drain into the basin, but this is not normally anticipated.

Control of nuisance aquatic plants and mosquitoes may be required at certain times. These activities should only be conducted if a nuisance occurs or threatens. Mechanical controls should be used where feasible. Chemical control should be used sparingly and only if necessary. None is anticipated due to the depth of the pond. The Rolling Fields Home Owners Association, hereinafter referred to as "the Association" shall be formed and each lot shall be assessed 1/103<sup>rd</sup> for the cost of maintaining the pond. (Attorney for development to establish the Association.) The Developer shall maintain the pond until the Association is established and the Developer is relieved of such maintenance responsibilities.

The Developer shall provide the Association with the approved plans and "As-built" conditions when turning over control.

The "Association" or other entity responsible for the operation and maintenance of the pond, after it is turned over by the Developer, shall be responsible to repair or replace and make any improvements necessary if the pond fails to adequately perform as intended.

The Developer, or the "Association" after the Developer turns over control of the pond to them, shall be responsible to inspect the pond and drain tile system for accumulated sediment and adequate function as required.

11-15-02

# Exhibit "D"

Building envelope detail for  
Lot 63, Rolling Fields Add'n. No. 1

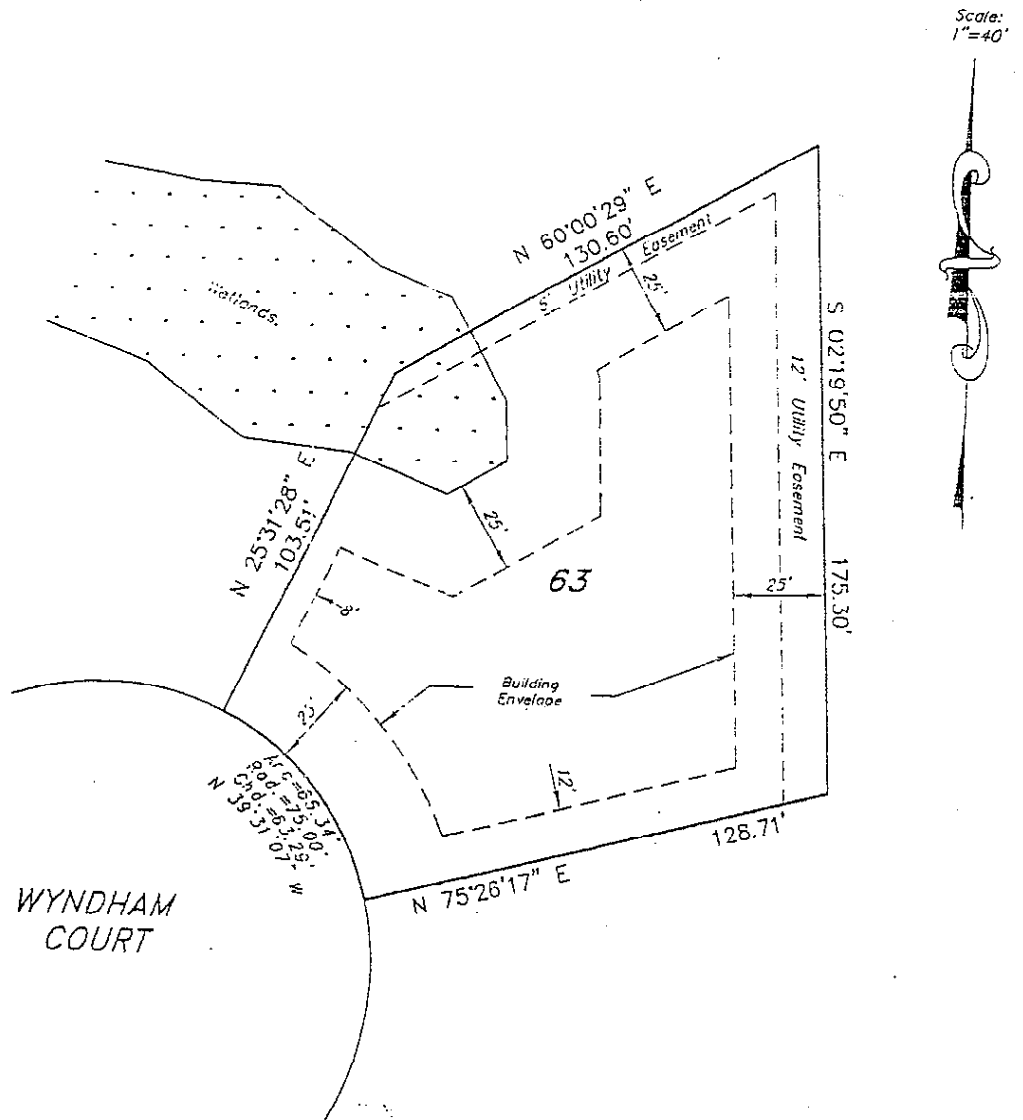
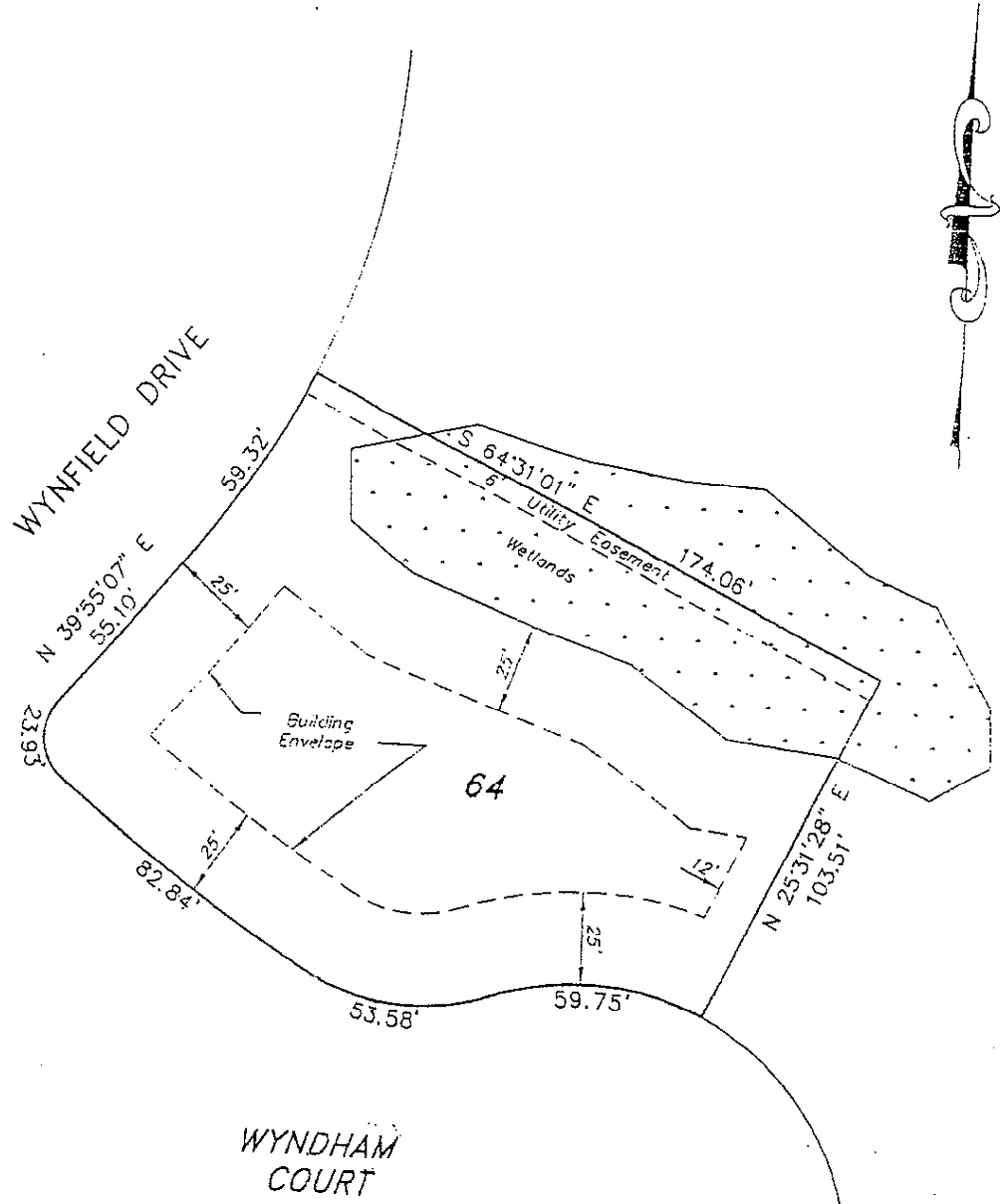




Exhibit "D"

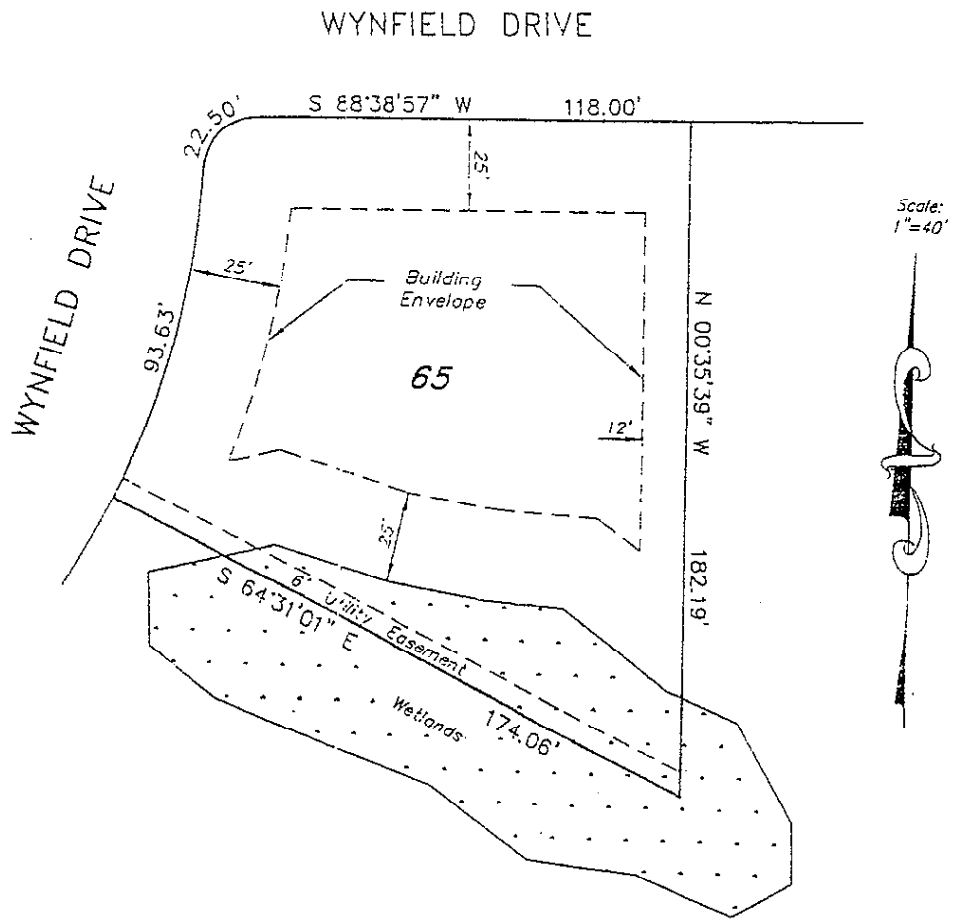
Building envelope detail for  
Lot 64, Rolling Fields Add'n. No. 1

Scale:  
1"=40'



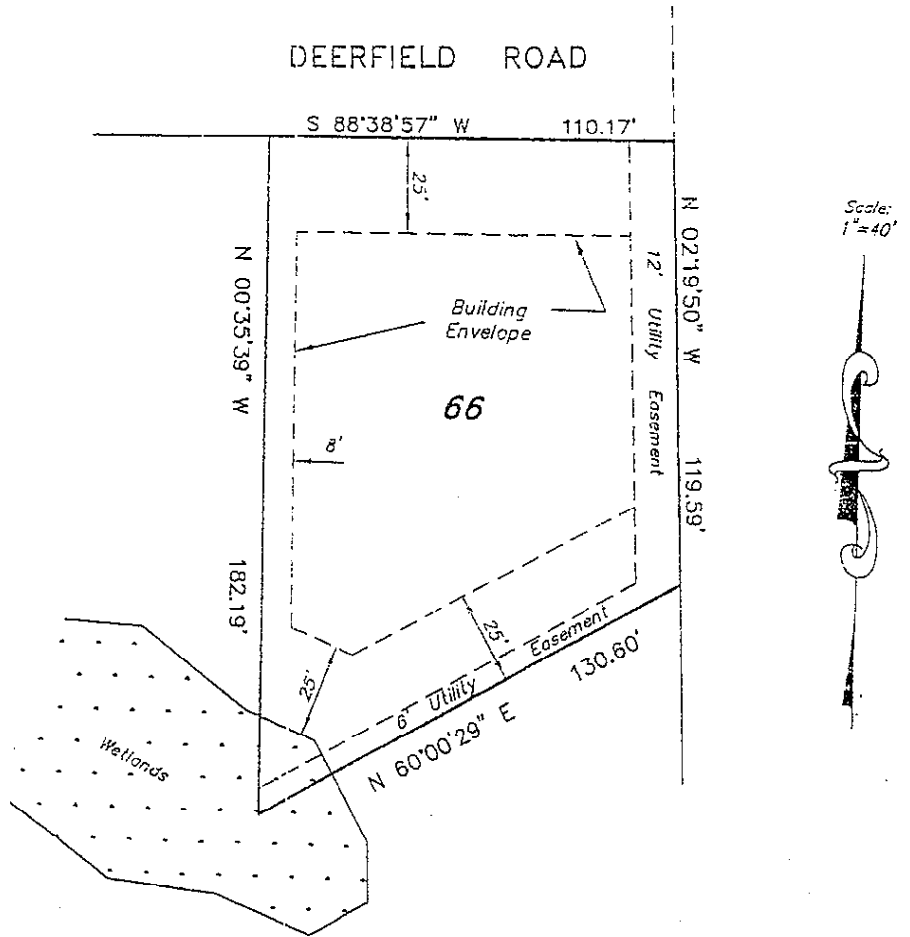
# Exhibit "D"

Building envelope detail for  
Lot 65, Rolling Fields Add'n. No. 1



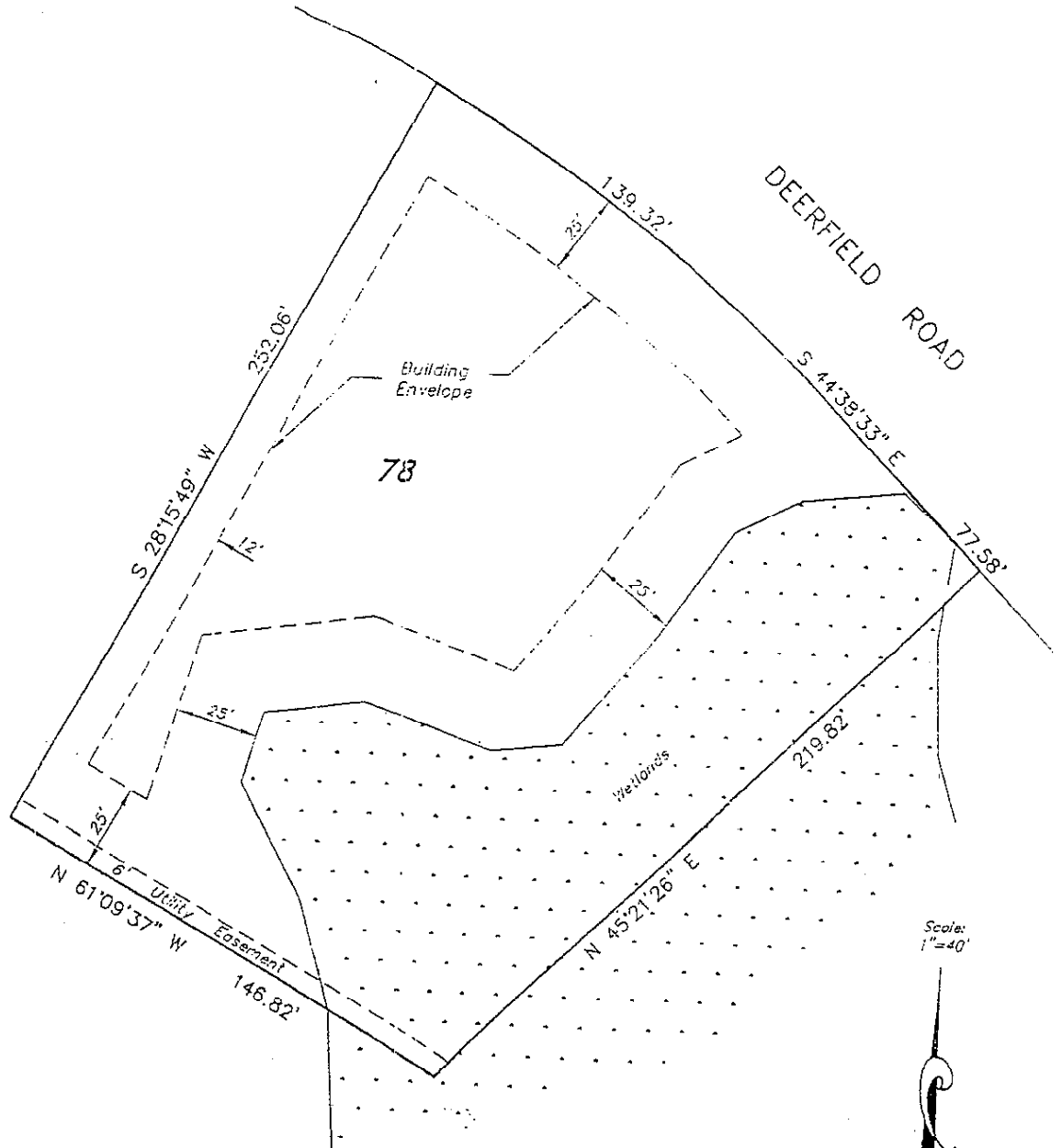
# Exhibit "D"

Building envelope detail for  
Lot 66, Rolling Fields Add'n. No. 1



# Exhibit "D"

Building envelope detail for  
Lot 78, Rolling Fields Add'n. No. 1

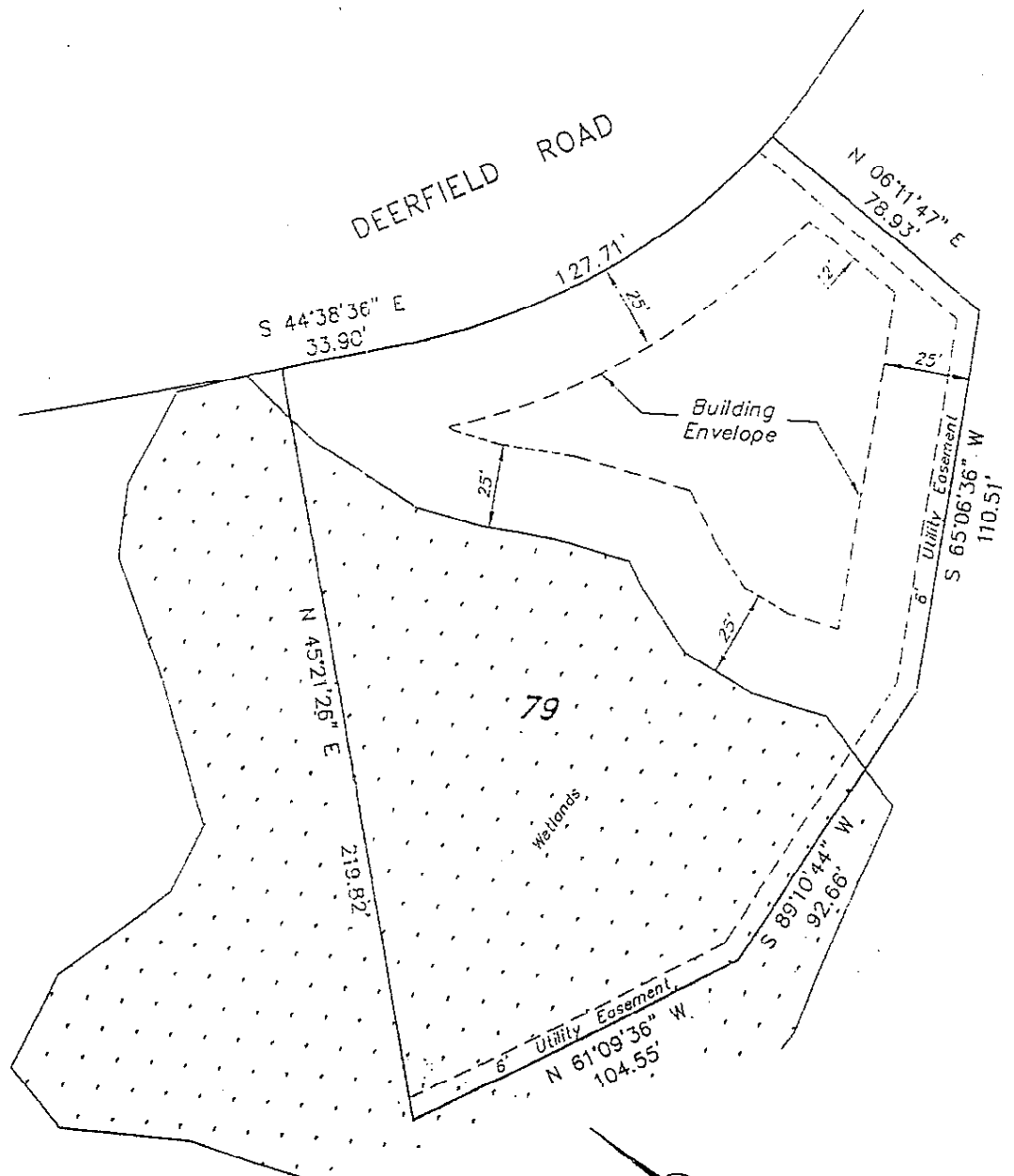


Scale:  
1"=40'



Exhibit "D"

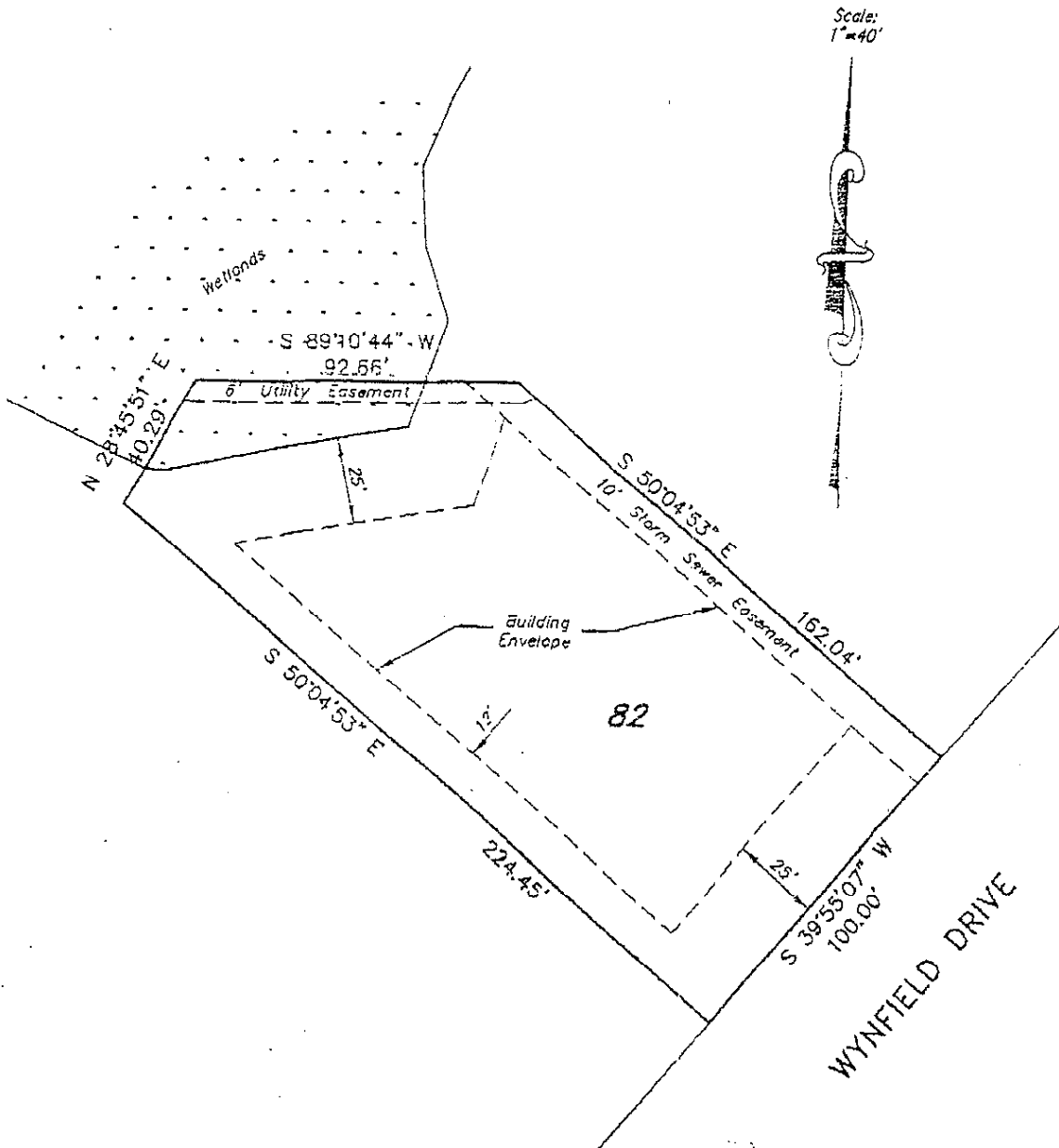
Building envelope detail for  
Lot 79, Rolling Fields Add'n. No. 1



Scale:  
1" = 40'

# Exhibit "R"

Building envelope detail for  
Lot 82, Rolling Fields Add'n. No. 1



Rolling Fields Addition No. 1

From: 51-008-03-22-01-057-000 and 51-008-03-22-01-056-000

Lot:	Parcel No.:
41	51-008-03-22-01-666-410
42	51-008-03-22-01-666-420
43	51-008-03-22-01-666-430
44	51-008-03-22-01-666-440
45	51-008-03-22-01-666-450
46	51-008-03-22-01-666-460
47	51-008-03-22-01-666-470
48	51-008-03-22-01-666-480
49	51-008-03-22-01-666-490
50	51-008-03-22-01-666-500
51	51-008-03-22-01-666-510
52	51-008-03-22-01-666-520
53	51-008-03-22-01-666-530
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72	51-008-03-22-01-666-720
73	51-008-03-22-01-666-730
74	51-008-03-22-01-666-740
75	51-008-03-22-01-666-750
76	51-008-03-22-01-666-760
77	51-008-03-22-01-666-770
78	51-008-03-22-01-666-780
79	51-008-03-22-01-666-790
80	51-008-03-22-01-666-800
81	51-008-03-22-01-666-810
82	51-008-03-22-01-666-820
83	51-008-03-22-01-666-830
84	51-008-03-22-01-666-840
85	51-008-03-22-01-666-850
86	51-008-03-22-01-666-860
87	51-008-03-22-01-666-870
88	51-008-03-22-01-666-880
89	51-008-03-22-01-666-890
90	51-008-03-22-01-666-900
91	51-008-03-22-01-666-910
Outlot 1:	51-008-03-22-01-666-001

