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**DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE
VILLAS AT MORNING
MEADOWS**

Document Title

Document Number

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This Document Should be
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19435 W. Capital Dr. Ste. 104
Brookfield, WI 53045

PINs: See Exhibit A

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE VILLAS AT MORNING MEADOWS**

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR THE VILLAS AT MORNING MEADOWS**

Located in the
Village of Jackson, County of Washington, Wisconsin.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAS AT MORNING MEADOWS (this "**Declaration**") is made this 25th day of April 2024 ("Effective Date"), by Home Path Financial Limited Partnership, a Wisconsin limited partnership ("**Declarant**").

WHEREAS, Declarant is the fee simple owner of the real property located in the Village of Jackson, County of Washington, Wisconsin (the "**Village**") described on Exhibit A-1 attached hereto (the "**Property**").

WHEREAS, Declarant desires to subject the Property to this Declaration and the conditions set forth herein.

**ARTICLE I
BUILDING AND USE RESTRICTIONS**

1. **Purpose.** The purpose of this Declaration is to insure the use of the Property for attractive single-family residential purposes, to prevent nuisance, to prevent the impairment of the attractiveness of the Property, and to maintain the desired atmosphere and appearance of the community, and to secure to each Residential Owner (defined below) the full benefit and enjoyment of his or her Lot (defined below), with no greater restriction on the free and undisturbed use thereof than is necessary to insure the same advantages to all other Residential Owners.

2. **Lot; Residential Owner.** For purposes of this Declaration, the term "**Subdivision**" shall mean the Property as platted by that certain plat of "Morning Meadows Addition No. 2" recorded in the office of the Washington County Register of Deeds as Document Number 1592680 (the "**Plat**") a copy of which is attached hereto and incorporated herein as Exhibit A-2. The term "**Lot**" shall mean any lot in the Subdivision, and the term "**Residential Owner**" shall mean an owner of any Lot in the Subdivision.

3. **Single-Family Residence.** All Lots in the Subdivision are hereby restricted to allow the erection of only one (1) single-family residence that will share one (1) wall (the "**Party Wall**") with a single-family residence on the abutting Lot (each hereafter referred to as a "**Residence**"). Residences adjoined by Party Wall shall be referred to collectively as "**Residence Building**." Each Lot shall only be used for single-family purposes. A Lot shall be deemed to be used for "single-family purposes" if it is occupied by no more than one (1) family (defined to include persons related by birth, marriage, or adoption) plus no more than one (1) unrelated person. No structures shall be erected, altered, or permitted to remain on any Lot or part thereof other than one single-family dwelling and private attached garage with a capacity for at least one (1) vehicle. Such attached garage shall have a minimum depth of twenty (20) feet and a maximum area of eight hundred (800) square feet.

4. **Home Based Office/Business.** No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice may be conducted from any Lot. The

foregoing restrictions as to Lot and use shall not, however, be construed in such a manner as to prohibit a Residential Owner from maintaining their professional library in their Residence, keeping their personal business or professional records or accounts in his or her Residence, handling their personal business or professional telephone calls or correspondence from their Residence, or using their Residence as an office for remote work and/or work from home responsibilities so long as that use does not interfere with or disrupt the residential nature of the Subdivision. Nothing in this Section shall authorize the maintaining of an office (other than a sales office operated by Declarant) at which customers or clients customarily call and the same is prohibited.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

1. **Establishment; Duties; Membership.** There shall be an Architectural Control Committee ("**Committee**"), which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights. No building or other improvement shall be erected, placed, or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

2. **Rules.** The Committee shall consist of no fewer than three (3) persons designated by Declarant or the Board (defined below) in the event Declarant no longer owns any interest in any Lot. All members of the Committee designated by Declarant shall serve at Declarant's pleasure until such time as Declarant no longer owns any Lots within the Subdivision. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Declarant no longer owns any Lots in the Subdivision subject to this Declaration, Declarant and Declarant designated Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the Board shall elect the members and fill vacancies on the Committee. In the event of any vacancy while Declarant owns any Lot in the Subdivision, Declarant shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. At such time as Declarant no longer owns any interest in any Lot, the Board shall fill any vacancies in the Committee. A member of the Committee may resign by submitting a written resignation to the email address to which submissions to the Committee are to be sent under Article II, Section 3 below. For the purpose of this Article, each Lot shall constitute a unit having a single vote.

3. **Procedure.** Except during initial construction of a Residence by Declarant or an affiliate thereof, a Residential Owner desiring to construct, modify, or otherwise alter a building or otherwise improve a Lot shall submit to the Committee, for its written approval, a complete set of construction plans and specifications for all improvements, a survey showing the location of all contemplated improvements and the required review fee. A "**complete set of construction plans and specifications**" shall mean all of the following:

- a. Complete construction details for all buildings, structures, fences, walls, and other improvements;

- b. All proposed facades of any building, including the style, color and location of eaves and windows;
- c. A Lot survey showing the building footprint, the Residence footprint and driveway, as well as all sidewalks, decks and patios and any other existing improvements;
- d. A description of materials to be used in any building or improvement;
- e. The color scheme of all improvements;
- f. Detailed landscape plans and specifications that comports with the Landscape Plan, defined below, which shall depict existing trees and any trees to be removed, their species, size and location, and the size and location of proposed trees, shrubs, bedding plantings, berms, fences, decks, patios, sidewalks, driveways, lamp posts, family gardens, in-ground pools and other landscape features and materials;
- g. Planned erosion control measures, existing ground grade, and proposed finished yard elevations that comport with the "Drainage Plan" (defined below); and
- h. Such other materials as the Committee may deem necessary.

All plans and specifications shall be submitted via email to permitting@myhomepath.com, or such other email address as the Committee shall designate, in .pdf format, and if reasonably requested by the Committee, shall be designed by a registered architect, a professional engineer, residential design professional or other comparable qualified individual or firm.

Upon receipt and acknowledgment by the Committee of a complete set of construction plans and specifications, the Committee shall endeavor to hold a meeting within fifteen (15) days to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. The Committee, with the written consent of at least two (2) of its members, may act without a meeting. The Committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two (2) or more Committee members or by the Committee's authorized representative. If the Committee fails to render its decision on the preliminary or final development plans within fifteen (15) days of their submission and acknowledgment of receipt, or upon any resubmitted preliminary or final development plans within ten (10) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Residential Owner shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes. If an applicant disagrees with a decision by the Committee or if an application has been denied, or the approval is subject to conditions the Residential Owner feels are unacceptable, the Residential Owner may request a hearing before the Committee to justify their position. The Committee will hear such arguments and consider the supporting facts and render a decision within ten (10) business days of the hearing. The applicant

may appeal such final decision to the Board (defined below) by providing written notice to the Board within fifteen (15) days of the decision or else such right to appeal shall be forfeited.

4. **Standards.** The Committee shall have the right to reject any plans and specifications or landscape plans which, in the judgment and sole opinion of a majority of the Committee Members, or the representative of the Committee, as applicable:

- a. are not in conformity with any of the restrictions set forth in this Declaration;
- b. are not desirable for aesthetic reasons;
- c. are not in harmony with buildings located on the surrounding Lots; or
- d. are not in conformity with the general purposes of this Declaration as set forth in Article I, Section 1 hereof.

5. **Liability of Committee.** The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- a. The approval or disapproval of any plans and specifications, whether or not defective;
- b. The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- c. The development of any property within the Subdivision.

6. **Garage Locations.** Not more than one (1) overhead garage door on a Residence may face the public street.

7. **Building Height.** No Residence shall exceed two and one-half (2 1/2) stories or thirty-five (35) feet in height.

8. **Minimum Floor Area.** All Residences shall contain the minimum floor areas contained within this Section 8. The minimum sizes for a Residence in the Subdivision shall be based solely on living area within the Residence. For the purpose of computing the square footage of living area within a Residence, the basement level or garage area of a Residence shall not be included in the square footage. Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area. The main level is defined as the first level that is totally above the finished grade of the Lot. The Committee, in all instances, shall have final discretion in determining the minimum square footage required for a Residence to be built upon a Lot.

All Residences shall have the following minimum living areas:

- (a) Single-story ranch-style houses shall have not less than seven hundred (700) square feet of finished area.

- (b) Two-story houses shall have not less than a combined total of one thousand two hundred (1,200) square feet of finished area on both floors. The first floor shall have no less than seven hundred (700) square feet of livable area on the first floor.

9. **Yard Requirements.** All buildings or any parts thereof shall be built and located in conformance with the restrictions depicted on the Plat and the following standards:

- a. Minimum Street Front Setback: Twenty (20) feet from streets or private roads.
- b. Minimum Side Setback: Seven (7) feet from side of the Lot opposite Party Wall and Zero (0) feet at Party Wall.
- c. Minimum Rear Setback: fifteen (15) feet from the rear Lot line.
- d. Any other standards required for the Village of Jackson, but in no case less than the minimum standards set forth above.]

10. **Basement.** All Residences must have a full basement with ceiling heights of not less than eight (8) feet or standard eight (8) foot footing walls.

11. **Roof Pitch.** All Residences shall have a main roof pitch of not less than 6:12 and eaves of the main roof shall extend beyond the nearest vertical wall not less than ten (10) inches.

12. **Exterior of Buildings.** The exterior of all buildings within the Subdivision shall be aesthetically compatible with the surrounding neighborhood. All Residences shall conform to the requirements set forth on Exhibit B, which may be amended by the Committee from time to time, in its sole discretion.

13. **Party Wall Easement Agreement.** Each Residential Owner, at the time of conveyance of any Lot and as a condition of such conveyance, shall be subject to the obligations set forth in a recorded Party Wall Easement Agreement.

14. **Landscaping.** A Lot's provided landscape may consist solely of grass and basic shrubs and landscape bed furnished at the time of the completion of the home pursuant to the landscape plan set forth on Exhibit C attached hereto (the "**Landscape Plan**"). Each Lot's landscape may be further improved (and thereafter maintained) by and at the Residential Owner's sole cost and expense subject to the following rules and regulations:

- a. Residential Owner obtains the Committee's prior written consent to any proposed changes that deviates from the Landscape Plan.
- b. Any garden area must be kept free of weeds and not exceed 80 sq. ft. and its location shall be approved by the Committee. Such garden may be enclosed by a decorative fence with a maximum height of three (3) feet. Must be located in the rear of the Lot.

c. Any vegetable growing is limited to vegetables that may not exceed three (3) feet in height (no corn) and shall not be located in the front yard of any Lot and shall be exclusively to the rear and side yards.

d. Water features, decorative statues and artwork are permitted so long as they are "aesthetically appealing" (as determined by the Committee) and do not interfere with the site lines of the adjoining homes.

e. Any fall clean-up of flowers and garden vegetation, including the appropriate disposal of same, shall be the sole responsibility of the Residential Owner.

f. Should a Residential Owner choose to eliminate a garden or other improved landscape feature, the location shall be returned to its original state at the expense of the Residential Owner.

g. It is the intent of this document to maintain consistency of landscaping between both sides of the Residence Building.

15. **Drainage.** All buildings and Lot grades shall conform to the drainage plan for the Subdivision, which has been approved and is on file with the Village of Jackson and the County of Washington. Site plans (setbacks), building grade, and Lot grading shall be set by a registered land surveyor, engineer, or the Village of Jackson prior to construction. The Residential Owners shall provide Declarant with appropriate evidence that this paragraph has been complied with.

16. **Completion of Residence Requirement.** To the extent not constructed by Declarant or an affiliate thereof, all Residences shall be completed within twelve (12) months after commencement of construction, and shall not be occupied prior to completion, and:

a. All lawns must be completed within sixty (60) days after completion of a Residence, weather permitting. If a Residence is completed in the months of November, December, January, February or March, the lawn shall be completed by the next July 15th following completion of the Residence.

b. All driveways are to be hard surfaced, with concrete, within sixty (60) days after completion of a Residence, weather permitting. If a Residence is completed in the months of November, December, January, February or March, the driveway shall be completed by the next July 15th following the completion of the Residence.

c. All Residences shall be constructed contemporaneously, and completed to at least drywall, with the adjacent Residence attached to the Party Wall (i.e., all Residences shall be constructed as Residence Buildings).

The Association may, upon thirty (30) days' prior written notice, enter onto the Lot and complete any portion or all of the foregoing after expiration of such sixty (60) day period or the completion dates set forth above as applicable, all at the cost of such Residential Owner, and the Association may, at its discretion, record a lien against the Lot to secure payment of such costs as a Special Assessment (as provided in Article V, Section 11 hereof).

17. **Excess Fill.** All excess fill material to be removed from any Lot shall be used as fill material for other areas in the Subdivision. The Declarant shall determine the location to which the excess fill material should be transported.

18. **Rubbish Storage.** No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Residence or any other permitted improvements so long as such construction is being diligently and continuously pursued) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition, or that will be obnoxious or offensive to the eye in the opinion of the Committee. Trash, garbage, refuse, debris, or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street and adjacent property, except for regularly scheduled garbage collection days. No firewood or wood pile shall be kept outside a Residence unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee.

19. **Prohibition of Pools and Fences.**

a. Pools. No pools shall be erected upon any Lot in the Subdivision

b. Fences.

i. No fences or screening of any kind shall be erected or maintained on any Lot except: (1) fences that comply with the requirements in subsection (ii) below may be erected and maintained only after the Residential Owner obtains written approval by the Committee; The decision of the Committee to approve or reject the fence shall be conclusive and further provide that the Committee shall be permitted to examine any facts and circumstances reasonably related to such decision, including, without limitation, whether strict adherence to the requirements in subsection (ii) below would create an undue hardship on the Residential Owner, and/or approval would be in the best interest of the Association. Nothing contained herein shall prevent placement of fences by the Association on the Common Areas. The Committee will require an application be submitted setting forth the proposed location, material, and height of all such fences.

ii. Except as provided by the Committee as provided in subsection (i) above, all fences shall adhere to the following standards and requirements:

1. Height of forty-eight (48) inches for full perimeter fencing.

2. Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any Lot between the rear of the single-family residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the single-family residence. Fencing must be within four (4) inches of the Lot lines and Lot corners. No "double fences" shall be permitted; i.e., only one (1) line of fence shall be permitted at any intersection of two Lots. With respect to corners of Lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four (4) inches of the building line limit established by the Plat. Lots may have exceptions at the sole discretion of the Committee.

3. All fencing shall be wrought iron or aluminum simulated wrought iron and shall be black in color and consistent with Exhibit F - Fence Detail

4. The Committee, in their discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to the installation thereof, and the costs of such surveying shall be borne solely by the Residential Owner.

5. The Committee may allow a variance from these fence requirements for particular issues with the layout of the Lot in the Committee's sole discretion to comply with laws and code and to prevent hardship.

6. All fence posts shall be anchored in a base of concrete at least two (2) feet into the soil.

7. All installation and fences must comply with applicable local zoning requirements and building codes.

c. Notwithstanding the foregoing, the Committee shall have the authority to approve swing sets, pergolas, standalone trellises, basketball hoops, trampolines, and other similar, non-weather-proof structures (collectively, "Non-Weather-Proof Structures") so long as such Non-Weather-Proof Structures consist of colors and materials that are aesthetically complimentary to the design standards of the Subdivision and such Non-Weather-Proof Structures (or any portion thereof) are not erected or placed within any setbacks affecting a Lot and otherwise comply with applicable governmental ordinances and codes. In the event a Residential Owner installs or constructs any Non-Weather-Proof Structures without the consent of the Committee, the Committee may, upon fifteen (15) days' notice, remove Non-Weather-Proof Structures and offset the cost thereof against the Residential Owner pursuant to a Special Assessment as provided in Article V Section 11 hereof (including the right of the Association to file a lien against the Lot as provided for herein).

20. **Temporary Structures; Signs and Antennae.** No structures of a temporary or permanent nature, such as, but not limited to, garages, sheds, outhouses, storage buildings, trailers, mobile homes, campers, tents, shacks, or similar structures shall be permitted on any Lot. No structure, sign or antenna including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows:

a. Mini satellite dishes twenty-four (24) inches or less in diameter, or television antennas twenty-four (24) inches in length or less.

b. One (1) sign not larger than five (5) square feet advertising the Property for sale or rent, or by the builder to advertise the Property. No political, rummage or other advertising signs may be placed on any Lot.

c. All satellite dishes or antennas shall be installed in the rear of the building and placement shall be aesthetically compatible with the surrounding neighborhood and need approval of the Committee.

21. **Animals.** No animals, livestock, poultry, fowl, reptiles, or pigeons of any kind shall be raised, or bred, or kept on any Lot with the exception of a dog or cat, which shall be limited in number to a total of three (3) in any one Residence, provided that said pets are not kept, bred, or

maintained for any commercial purpose and are otherwise in compliance with applicable governmental codes and ordinances. However, nothing contained herein shall be construed to permit the keeping of any dog, cat, or other pet, which shall in any way constitute a nuisance. Further, no exterior attached or detached dog or other pet kennel or house shall be constructed or maintained on any Lot. All pet waste shall be immediately picked-up and disposed of by the person in control of the pet and in accordance with any local ordinance or regulation.

22. **Personal Property/Outdoor Vehicle Storage.** Snowmobiles, boats, trailers, minibikes, motorcycles, recreational vehicles, semi tractors or trailers, motor homes, campers, fish shanties or unlicensed, inoperable or junk vehicles shall not be parked or stored on the Lot other than inside the garage. This restriction is not applicable during the period of construction on the Lot.

23. **Nuisances.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other Residential Owners or occupants of Residences in the Subdivision. Each Residential Owner shall keep its Lot free of any "noxious weeds" as defined by the State of Wisconsin, Department of Natural Resources as may be amended from time to time. Each Residential Owner shall be responsible for maintaining their Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee.

24. **Utilities.** All utilities serving any Lot shall be underground. No building or other improvement, or trees shall be erected, placed, or planted within any utility easement.

25. **Occupancy.** No structure shall be occupied unless it has been constructed in and conforms with the plans approved by the Committee, and a municipal occupancy permit has been issued therefor.

26. **Variances.** The Committee is authorized in its sole discretion, to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and/or are appropriate for Lots owned by persons other than Declarant as of the date of this Declaration. Any such variance shall be subject to the review and approval of the Village of Jackson.

27. **Storm Water Runoff from Roof.** Each Residence shall be constructed in a manner such that all storm water runoff from the roof thereof shall be directed toward an absorbent, pervious surface. Storm water runoff from any roof may not be directly channeled into a driveway, street or into a storm water drainage system.

28. **External Modification to Residence Building.** Residential Owners acknowledge that modification to a Residence will have a material effect on the affected Residence. Therefore, no material or color modifications to a Residence may take place until a written agreement with the abutting Residential Owner is entered into setting forth the proposed scope of work.

ARTICLE III

POWERS OF DECLARANT

1. **Enforcement Rights of Declarant.** For so long as Declarant owns any Lots in the Subdivision, the Declarant shall have the right to enforce all of the terms, conditions and

restrictions contained herein. Any Residential Owner violating the terms, conditions or restrictions contained herein shall be personally liable for and shall reimburse the Declarant or Association for all costs and expenses, including attorneys' fees, incurred by the Declarant or Association in enforcing the terms, conditions and restrictions contained in this Declaration. In addition, to the extent Declarant is not reimbursed for any and all cost expended by the Declarant within fifteen (15) days after written demand therefore, such costs shall bear interest at the rate of twelve percent (12%) per annum (or the then highest rate allowed by law, whichever is less) until paid. Any Residential Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Residential Owner's Lot without first obtaining the prior written approval of the Declarant or the Committee shall, at the Declarant's discretion, be required to remove such improvement or improvements in their entirety at the Residential Owner's expense. If the Residential Owner does not remove such improvement or improvements in their entirety after thirty (30) days prior written notice to the Residential Owner, the Declarant or the Association may require the Residential Owner to pay the cost thereof as Special Assessment. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant or the Association.

2. **Good Faith Decisions by Declarant.** Each Residential Owner, by the purchase of its Lot, agrees that neither the Declarant nor the Committee shall be held liable for any good faith decision or decisions made by the Declarant or the Committee in enforcing the terms, conditions and restrictions contained herein.

ARTICLE IV

EASEMENTS

1. **Easements.**

a. The Declarant reserves the right to install a monument as set forth on the Plat and shall have a non-exclusive easement on, over, across and under any Lot or any portion thereof for the purposes of repairing, maintaining, and lighting such sign.

b. The Declarant reserves an easement on, over and across the Subdivision for the purposes of installing, maintaining, and repairing any fencing and/or landscaping.

c. The Declarant reserves the right to declare an easement over one (1) or more Lots as it deems necessary or desirable for the operation of the Property or the Association.

d. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Residential Owner, except for those improvements for which a public authority or utility company is responsible.

e. The Declarant shall have the right to grant an easement to adjacent property owners over portions of the Subdivision deemed necessary or desirable for

surface and storm water drainage over the Subdivision in accordance with approved development agreements and all applicable federal, state, county and Village of Jackson regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by applicable governmental authorities and on file in the Village of Jackson clerk's office (the "**Drainage Easement**"). The terms of the Drainage Easement are hereby incorporated by reference. If there is any conflict between any provisions of the Drainage Easement and this Declaration, the provisions of the Drainage Easement shall control. In the event a Residential Owner shall cause a default under the Drainage Easement, the Association shall have the right to remedy such default and the cost of such remedy, and any other costs incurred by the Association in connection therewith including, without limitation attorneys' fees, shall be reimbursed by the Residential Owner as a Special Assessment as provided in Article V, Section 11 hereof.

f. Easements for preservation and conservancy are as stated on the Plat. Any Residential Owner whose Lot contains such easement shall abide by the restrictions set forth on the Plat with regard to such easements.

g. Each Residential Owner and their guests and invitees shall have a non-exclusive easement over and across the trail located in the Subdivision including that portion of the trail that extends onto a portion of the adjacent subdivision, the Morning Meadows Subdivision (the "**Trail**"), for the purposes of pedestrian access on, over, and across the trail and access to and use of a dog park and gazebo along the Trail as described and depicted in the Reciprocal Access and Use Easement Agreement attached hereto and incorporated herein as Exhibit D (the "**Reciprocal Access and Use Easement Agreement**").

h. **Arbitration.** All claims, disputes and other matters in question arising out of or relating to this Article IV or the breach of the provision therein which are not otherwise waived shall be decided by arbitration in accordance with this arbitration clause.

i. Arbitration shall be initiated by a demand served by certified mail, return receipt requested, upon the other party within one (1) year after the facts underlying the claim, dispute or other matter in question have occurred.

ii. Failure to serve the demand for arbitration in time shall constitute a waiver of the claim, dispute or other matter in question and there shall be no further right to pursue it by arbitration or otherwise.

iii. The single Arbitrator shall be appointed by Washington County Circuit Court or as provided for in Chapter 788, Wis. Stats., as the same may be amended from time to time, upon the application by the aggrieved party. The fees of the arbitrator and other costs shall be borne equally by the parties.

iv. This arbitration clause shall be specifically enforceable under the Wisconsin Arbitration Act, and the award of the arbitrator shall be final and binding and may be reduced to judgment pursuant to the Wisconsin Arbitration Act. Should any party challenge the validity or enforceability of this arbitration clause or the award of the arbitrator and not prevail, that party shall indemnify the other party for

all costs and expenses, including attorneys' fees, incurred related to that challenge or enforcing this right to indemnity.

ARTICLE V

HOMEOWNERS' ASSOCIATION AND ASSESSMENTS

1. **Establishment of Association.** An association (herein referred to as the "**Association**") of the Residential Owners of Lots in the Subdivision is hereby created for the purposes of:

- a. Managing and controlling the common affairs of the Subdivision, including:
 - i. the financial obligations;
 - ii. snow removal in the driveways; and
 - iii. mowing of all lawns within the Property.
- b. Creating, owning, managing, controlling, maintain, granting easements to or selling any common areas in the Subdivision, if applicable;
- c. Reviewing, upholding, and overturning decisions by the Committee;
- d. Enforcing compliance of the Residential Owners with the applicable provisions of the Declaration, restrictions contained on the Plat, and all ancillary agreements, plans or easements referenced herein or on the Plat; and
- e. Performing other duties as set forth herein for the common benefit of the Residential Owners.

The Association shall be known as "The Villas at Morning Meadow Homeowners' Association, Inc." and shall be incorporated as a nonstock corporation under Chapter 181 of the Wisconsin Statutes. The affairs of the Association shall be governed by bylaws to be enacted by the Declarant as incorporator of the Association.

2. **Common Areas.** Declarant shall have the right to designate and improve such portions of any undeveloped Lot or any other portion of the Plat as a common area unless or until such undeveloped Lot or other portion of the Plat has been sold to a Residential Owner (the "**Common Areas**"). All Common Areas and related facilities as developed per the approved final Plat shall be used for the common benefit of all the Residential Owners in the Subdivision. Such Common Areas may only be used such purposes and in such manners by the Residential Owners (and any permitted invitees) in accordance with the terms, conditions and restrictions contained herein or as are later adopted or approved by the Declarant or the Association. The Declarant shall have the right to erect signs in the Common Areas to promote the sale of Lots or Residences in the Subdivision and for any other purpose determined by Declarant. Any signs, monuments, structures or other common facilities constructed by Declarant or the Association on any Common Areas shall be operated and properly maintained and repaired by Declarant or Association (as the case may be) so as to be neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). Any portion of a Common Area within any public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

3. **Mandatory Membership.** Every Residential Owner, upon acquiring title to a Lot, or upon entering into a land contract for the purchase of a Lot, shall automatically become a member of the Association and shall remain a member thereof until such time as the ownership of such Lot ceases for any reason, at which time membership in the Association shall automatically cease. In the event a Lot is owned by more than one (1) person or entity, only one person or entity shall be entitled to vote and the person or entity who shall be entitled to vote for the Lot shall be the person or entity named on a certificate executed by all of the co-owners of the Lot and filed with the Secretary of the Association.

4. **Board of Directors.** The Association shall initially be governed by a Board of Directors, hereinafter referred to as the "**Board of Directors**" or "**Board**," which shall be solely responsible for the activities of the Association. The initial members of the Board will be appointed by the Declarant and shall not exceed three (3) in number (the "**Initial Directors**"). After the term of the Initial Directors, the Board shall consist of not more than five (5) directors, to be elected pursuant to the Bylaws of the Association. Notwithstanding the foregoing, so long as the Declarant owns any Lots, the Board shall consist of directors appointed solely by the Declarant.

5. **Qualification of Directors.** To qualify as a member of the Board, a person must be either a Residential Owner or a duly designated officer, agent, or representative of the Declarant.

6. **Initial Term of Office of Directors.** The term of office of the Initial Directors shall commence upon the date of recording of this Declaration and shall continue until two (2) calendar years after the year in which Declarant no longer owns any of the Lots then subject to this Declaration, or upon such earlier time as may be designated by Declarant (the "**Initial Term**"). During such Initial Term, Declarant shall have the right to appoint, remove or replace any or all three Directors in Declarant's sole discretion. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time or times during such Initial Term.

7. **Subsequent Terms of Office of Directors.** After the Initial Term, the term of office of Directors shall be for two (2) calendar years. If any Director shall die, resign, be unable to act or cease to be qualified to be a Director, the unexpired term of such Director shall be filled pursuant to the provisions set forth in the Bylaws of the Association.

8. **Duties of the Board.** In addition to any duties set forth in the Bylaws of the Association, the Board shall have the following duties:

- a. To provide for the maintenance of improvements in the Common Areas;
- b. To establish dates and procedures for the election of members to the Board;
- c. To promulgate operating procedures for the conduct of the Association's and the Board's affairs;
- d. To enforce the terms, conditions and restrictions contained in this Declaration according to the terms thereof; and

e. To establish the Committee. Notwithstanding anything contained herein to the contrary, the Declarant has the right to retain this power indefinitely and to appoint the members of the Committee until such time as the Declarant cedes authority to the Association. Once control of the Committee has ceded to the Association by the Declarant, such Committee shall consist of three (3) persons appointed by the Board of Directors. No Residential Owner of an unimproved Lot (except for the Declarant or an employee thereof) shall have the right to serve on the Architectural Control Committee.

9. **Meetings of the Board of Directors and the Association.** All meetings of the Board shall be open to Residential Owners and shall be held upon not less than three (3) days prior written notice to all Directors and Residential Owners. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. Actions of the Board shall be taken by majority vote of the Directors. The Board shall call a meeting of all the members of the Association no less than one (1) time per calendar year.

10. **Board Powers.** In addition to any powers of the Board set forth in the Bylaws of the Association, the Board shall have the following powers:

a. To take such actions as may be necessary to cause any common areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean, and attractive condition;

b. To enter into contracts and to employ agents, attorneys or other for purposes of discharging its duties and responsibilities hereunder, including without limitation, the hiring of employees, or a management company to operate and maintain the Common Areas including;

c. To levy and collect assessments in accordance with the provisions of Article V, Section 11 below; and

d. To do anything or take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under and enforce this Declaration.

11. **Assessments.** The Board shall levy and collect assessments in accordance with the following and in accordance with the Bylaws of the Association:

a. The Board shall establish an annual budget in advance of each calendar year of all Association expenses for such year that may be required for the proper operation and management of the Association. Such budgeted amount shall be collected from the Residential Owners on a pro rata basis through a general assessment (the "**General Assessment**"). The pro rata share of a Residential Owner shall be a fraction, the numerator of which shall be one and the denominator shall be the total number of Lots subject to this Declaration at the time of the General Assessment. Said costs shall include, but not be limited to, taxes, insurance, repair, replacement and additions to any improvements made to any common areas; repairs, replacements, and additions to any storm water improvements to the extent the Association is required to contribute thereto;

equipment; materials; labor, management and supervision thereof; and, all costs of the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board may, in its discretion, specifically allocate certain costs (for example the cost of maintenance and repairs of stormwater facilities and lawn park areas described on the Plat) to those Lots directly benefited from such costs incurred ("**Allocated Expenses**"). The Board shall also have the power to levy a special assessment ("**Special Assessment**") against any individual Residential Owner for failure of such Residential Owner to: (i) maintain said Residential Owner's Lot in accordance with reasonable standard of the Subdivision; or (ii) otherwise fails to comply with the terms, conditions and restrictions contained in this Declaration, the Plat, and such other ancillary agreements referenced herein. General Assessments and Special Assessments may be referred to collectively as "**Assessments**."

b. Declarant shall not be required to pay any Assessment on any Lots owned by Declarant.

c. Upon the initial sale of any Lot by Declarant to a third party, the purchaser shall pay an initial assessment of Five Hundred and No/100 Dollars (\$500.00) or such other amount reasonably acceptable to Declarant, which amounts need not be equal for each sale, to be used to initially capitalize the Association.

d. Written notice of an Assessment shall be personally delivered to each Residential Owner subject to the Assessment or delivered by regular mail addressed to the last known address of such Residential Owner.

e. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

f. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each Residential Owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the Residential Owner for the collection of any unpaid assessment.

g. The Board may record a document with the Register of Deeds in Washington County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document cancelling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorneys' fees relating to any such document or the collection of an Assessment shall be borne by the affected Residential Owner. Enforcement of such lien by the Association shall be in conformity with the provisions of section 779.70, Wis. Stats. In the event Declarant or the Association incurs attorneys' fees or other costs in connection with the enforcement of this Declaration, the Residential Owner shall be obligated to reimburse Declarant or the Association for its actual attorneys' fees and other enforcement costs.

h. In the event any Residential Owner whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate their membership by sale of their Lot, they shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

ARTICLE VI

GENERAL PROVISIONS

1. **Severability.** Invalidation of any one of the provisions of this Declaration by judgement or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.

2. **Enforcement.** The covenants, conditions, restrictions, and all terms and provisions of this Declaration shall run with the land and be binding upon the Declarant and all Residential Owners, and their respective successors and assigns. All future transfers of any Lots shall be made subject to the terms hereof, obligations and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any Lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Declaration and is deemed constructive notice of the same, regardless of whether specific reference is made of this Declaration in the instrument of transfer. The Association or Declarant may enforce the provisions of this Declaration by proceedings in law or equity against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, or both.

3. **Modification.** This Declaration may be amended, waived, or terminated in whole or part at any time by execution of a written instrument in recordable form by seventy-five percent (75%) of the Residential Owners entitled to vote. Notwithstanding the foregoing, so long as Declarant owns any Lots, no amendment, modification, or supplement to the Declaration shall be effective unless expressly consented to in writing by Declarant nor shall the same affect any right of the Declarant contained herein regardless of whether the Declarant owns any Lot unless expressly consented to by the Declarant. Further, Declarant may modify, amend, or supplement this Declaration in its sole discretion for so long as Declarant owns any Lots in the Subdivision.

4. **Term.** The covenants, rights, terms, reservations, limitations, agreements, and restrictions contained in this Declaration be in force for a term of thirty (30) years from the date the Declaration is recorded. Upon the expiration date of such thirty (30) year term or any extended term, this Declaration shall be automatically extended for a period of ten (10) years each, unless prior to the end of the then-current term a notice of termination is (i) executed by the Residential Owners of at least seventy-five percent (75%) of all Lots and their mortgagees and (ii) is thereafter recorded in the Office of the Register of Deeds of Washington County, Wisconsin, which notice of termination shall be effective upon the expiration of the initial thirty-year term. Notwithstanding the foregoing, no notice of termination shall affect any right of the Declarant contained herein unless expressly consented to by the Declarant. This Declaration shall be binding upon all Residential Owners and any other person claiming under or through the Declarant.

(Signature and acknowledgment on the following page.)

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the Effective Date.

DECLARANT:

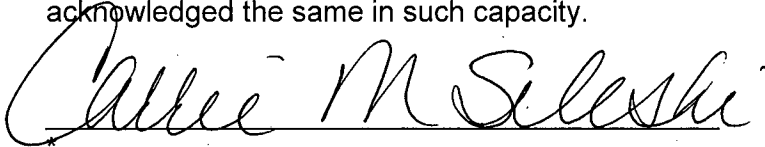
Home Path Financial Limited Partnership

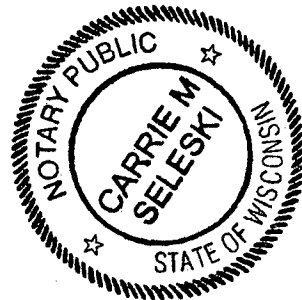
By: IMS Investments, LLC, a Wisconsin limited liability company, its general partner

By: 
Kenneth Frank, Authorized Signer

STATE OF WISCONSIN)
COUNTY OF Milwaukee) ss.

Frank Personally came before this 25th day of April, 2024, the above-named Kenneth ~~Jeffrey M. Kleiner~~, to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.


Notary Public, State of Wisconsin
My Commission expires 2/23/26



This Document was drafted by:
Michelle Wagner Ebben, Esq.
Michael Best & Friedrich LLP
790 N. Water St., Ste. 2500
Milwaukee, WI 53202

EXHIBIT A-1**Legal Description**

Lots 52 through 95 and Outlots 4, 5, and 6 of the Morning Meadows Subdivision Addition No. 2 according to the Plat recorded on March 18, 2024 in the office of the Washington County Register of Deeds in Map Book 54, Page 130 as Document Number 1592680, being a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 19, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.

Lot No.	Tax Key No.
52	0521055
53	0520156
54	0521057
55	0521058
56	0521059
57	0521060
58	0521061
59	0521062
60	0521063
61	0521064
62	0521065
63	0521066
64	0521067
65	0521068
66	0521069
67	0521070
68	0521071
69	0521072
70	0521073
71	0521074
72	0521075
73	0521076
74	0521077
75	0521078

Lot No.	Tax Key No.
76	0521079
77	0521080
78	0521081
79	0521082
80	0521083
81	0521084
82	0521085
83	0521086
84	0521087
85	0521088
86	0521089
87	0521090
88	0521091
89	0521092
90	0521093
91	0521094
92	0521095
93	0521096
94	0521097
95	0521098
Outlot 4	0521099
Outlot 5	0521100
Outlot 6	0521101

EXHIBIT A-2

Plat

[See attached]

Map Book 54 Pg 131

Doc #1591588

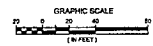
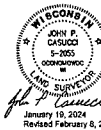
MORNING MEADOWS SUBDIVISION ADDITION NO. 2

Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 10, Town 10 North, Range 20 East, in the Village of Jackson, Washington county, Wisconsin.

--- Indicates Utility Easement line
--- Indicates Building setback line

○ Indicates set 1 1/4" iron rod at least 18" in length, wt = 4.303 lbs/in. ft.
○ 1/2" x 1/2" x 1/2" iron pipe set at all other Lot & Outlot corners, wgt = 1.88 lbs/in. ft.

Ⓢ Indicates dedicated to the public for public street purposes



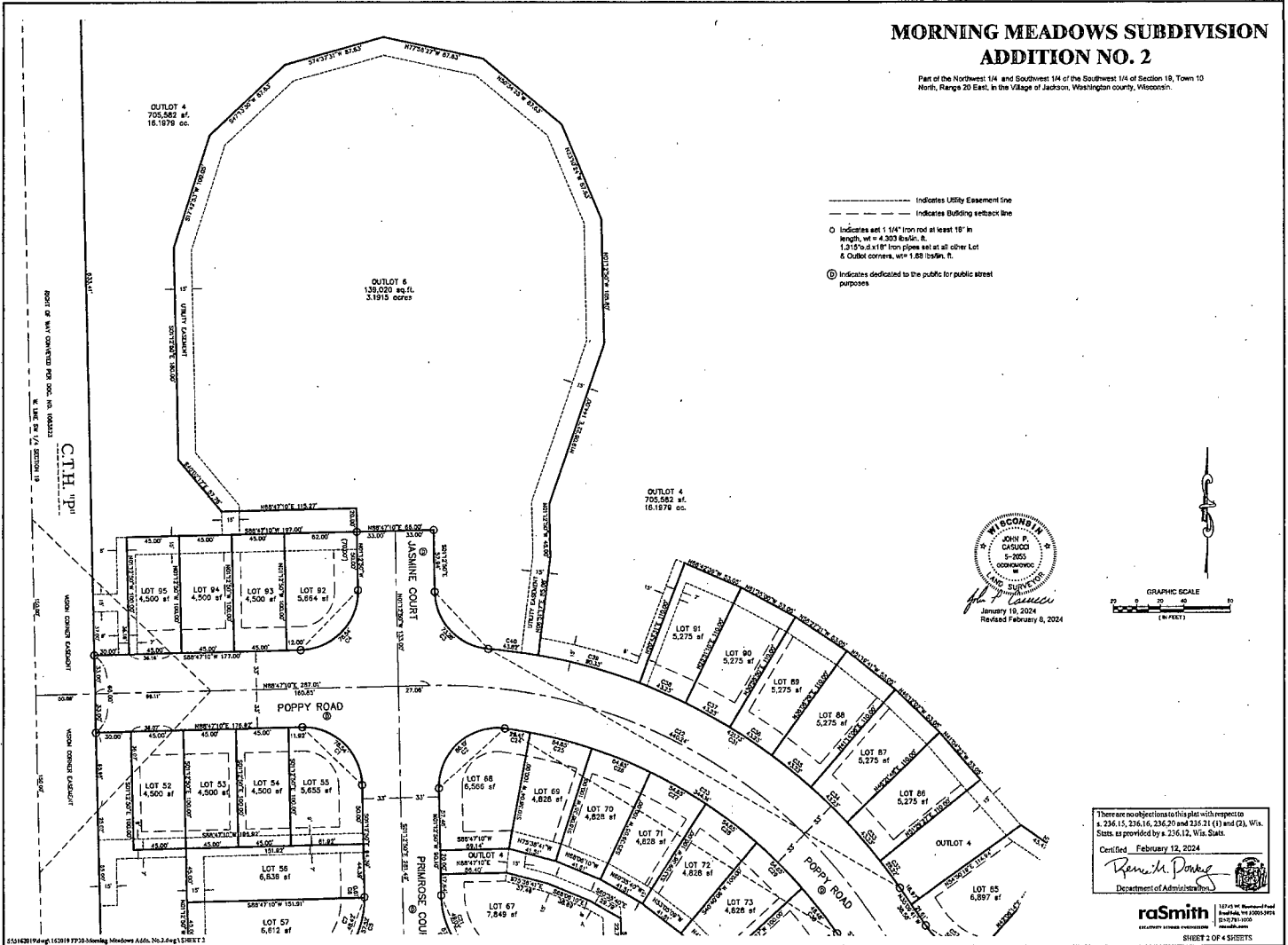
There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified February 12, 2024

Renee M. Poreg
Department of Administration

raSmith
SURVEYING & ENGINEERING
18745 W. Wisconsin Road
Brookfield, WI 53005-2075
(262) 781-1000
raSmith.com

SHEET 2 OF 4 SHEETS



Map Book 54 Pg 132

Doc #1592682

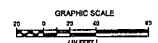
MORNING MEADOWS SUBDIVISION ADDITION NO. 2

Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 18, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.

- Indicates Utility Easement line
- Indicates Building setback line
- Indicates set 1 1/4" from road at least 16" in length, set = 4.302 ft. (1/4" = 0.250 ft.)
- 1.317" to 1.18" from poles set at all other Lot
- 4. Outlet corners, set = 1.68 ft. (1/4" = 0.250 ft.)
- Indicates dedicated to the public for public street purposes



OUTLOT 4
705,582 sf.
16,1979 ac.



raSmith
SURVEYING & ENGINEERING
14274 W. Edmund Road
Burlington, WI 53009-0078
Phone: 761-1800
www.ra-smith.com
SHEET 3 OF 4 SHEETS

There are no objections to this plan with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stat., as amended by s. 236.12, Wis. Stat.

Certified February 12, 2024

Renee P. Porter
Department of Administration

S:\1612619\Map\1612619 17750-Morning Meadows Addition No.2.dwg 1/26/23

Map Book 54 Pg. 133

Doc #1592680

SURVEYOR'S CERTIFICATE

State of Wisconsin)
Washington County) SS

I, John P. Casucci, Professional Land Surveyor, certify:

That I have surveyed, divided and mapped

Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 18, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section, thence South 89° 11' 48" East along the North line of said Southwest 1/4 Section 50.03 feet to the point of beginning of lands to be described, thence continuing South 89° 11' 48" East along said North line 1214.89 feet to a point, thence South 01° 11' 51" East 1159.54 feet to a point in a meander line, thence North 89° 48' 18" West along said meander line 517.53 feet to a point, thence North 89° 18' 38" West along said meander line 385.18 feet to a point, thence North 89° 41' 20" West along said meander line 142.07 feet to a point, thence North 73° 23' 31" West along said meander line 178.76 feet to a point in the East line of County trunk Highway P, thence North 01° 17' 25" West along said East line 1081.40 feet to the point of beginning.

Including those lands lying between the meander line and the center of the ditch.

Said land contains 1,502,660 square feet or 34.50 acres more or less.

That I have made such survey, land division and plat by the direction of HOME PATH FINANCIAL LIMITED PARTNERSHIP, That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of chapter 236 of the Wisconsin statutes and the subdivision regulations of the Village of Jackson in surveying, dividing and mapping the same.

Date: January 18, 2024
Reviewed February 8, 2024

John P. Casucci
John P. Casucci
Professional Land Surveyor
Registration No. 5-2095
john.casucci@rsnwi.com



UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by HOME PATH FINANCIAL LIMITED PARTNERSHIP, Grantor, to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as WE Energies, Grantee, WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN, a Wisconsin corporation, Grantee, and SPECTRUM WISCONSIN, LLC, Grantee.

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, under and beneath the surface of each lot to serve improvements, houses, or on adjacent lots; also the right to enter on or cut down trees, brush and cots as may be reasonably needed incident to the rights herein granted, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to be restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed as may be reasonably needed incident to the rights herein granted. Buildings shall not be placed over Grantee's facilities or, in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of Grantee.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

VILLAGE BOARD APPROVAL

State of Wisconsin)
Washington County) SS

Resolved that the Plat of Morning Meadows Subdivision Addition No. 2, in the Village of Jackson, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication herein accepted by the Village Board of Trustees of the Village of Jackson, on this 12 day of March, 2024.

Scott Henke
Scott Henke, Village President

There are no objections to this plat with respect to a 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by a 236.12, Wis. Stats.

Certified: February 12, 2024

Ramona D. Dwyer
Ramon D. Dwyer
Department of Administration

CORPORATE OWNER'S CERTIFICATE

HOME PATH FINANCIAL LIMITED PARTNERSHIP, a limited partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said company has caused the land described on this Plat to be surveyed, divided, dedicated and mapped as represented on this Plat.

HOME PATH FINANCIAL LIMITED PARTNERSHIP does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

Village of Jackson
Washington County Department of Administration

In Witness Whereof, HOME PATH FINANCIAL LIMITED PARTNERSHIP, has caused these presents to be

Signed by JEFFREY M. KLEINER, its Sole Member, on this 14 day of February, 2024.

HOME PATH FINANCIAL LIMITED PARTNERSHIP
A WISCONSIN LIMITED LIABILITY COMPANY
GENERAL PARTNERSHIP OF HOME PATH FINANCIAL LIMITED PARTNERSHIP

BY: *Jeffrey M. Kleiner*
JEFFREY M. KLEINER, SOLE MEMBER

State of Wisconsin)
Washington County) SS

Personally came before me this 14 day of February, 2024, JEFFREY M. KLEINER, of HOME PATH FINANCIAL LIMITED PARTNERSHIP, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officers as the deed of HOME PATH FINANCIAL LIMITED PARTNERSHIP, by their authority.



Ramona D. Dwyer
Notary Public, State of Wisconsin
My commission expires 01/01/2026

VILLAGE OF JACKSON PLAN COMMISSION

State of Wisconsin)
Washington County) SSPreliminary Approval date: 6/11/23Final Approval date: 2/15/24

Jeffrey M. Kleiner
Jeffrey M. Kleiner, Plan Commission Member

VILLAGE CLERK CERTIFICATE

State of Wisconsin)
Washington County) SS

I, Anastasia Gonsky, being the duly elected qualified and acting clerk of the Village of Jackson, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of March 12, 2024, on any of the land included in the PDS/MAP Morning Meadows Subdivision Addition No.2.

Date: 3/12/24

Anastasia Gonsky
Anastasia Gonsky, Village Clerk

WASHINGTON COUNTY TREASURER'S CERTIFICATE

State of Wisconsin)
Washington County) SS

I, Scott Henke, being the duly elected, qualified and acting treasurer of the County of Washington, do hereby certify that the records in my office show no unrecorded tax sales or unpaid special assessments as of March 12, 2024, affecting the lands included in the Plat of Morning Meadows Subdivision Addition No. 2.

Date: 3/12/24

Scott Henke
Scott Henke, County Treasurer

MORNING MEADOWS SUBDIVISION
ADDITION NO. 2

Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 18, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.

Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Delta
LOT 55	C1	78.34	50.00	S44°12'30"E	70.71	S01°13'50"E	80°00'00"
LOT 68	C2	66.19	50.00	N48°07'14"E	73.81	S82°08'42"E	N01°12'50"W
LOT 68	C3	73.25	50.00	N43°12'04"W	66.80	N03°12'50"W	N85°11'19"W
LOT 110	C4	78.34	50.00	S44°12'30"E	70.71	S01°13'50"E	80°00'00"
R.O.W.	C5	57.13	75.00	S59°43'22"W	56.13	S44°12'54"E	S01°13'50"W
LOT 58	C6	6.81	75.00	S02°06'17"E	6.81	S00°41'31"E	S01°13'50"W
LOT 57	C7	48.42	75.00	S17°44'48"W	47.58	S53°12'28"W	S00°41'31"E
LOT 58	C8	6.49	75.00	S58°29'11"W	6.49	S44°12'54"E	S01°13'50"W
R.O.W.	C9	350.87	75.00	S48°47'10"W	106.00	S43°08'34"E	N42°43'34"E
LOT 58	C10	43.86	75.00	S22°06'17"W	43.54	S09°08'41"W	S42°43'34"E
LOT 59	C11	41.70	75.00	S04°12'32"E	41.37	S22°06'17"E	S09°08'41"W
LOT 60	C12	15.87	75.00	S38°24'47"E	15.53	S20°06'47"E	S22°06'17"E
LOT 61	C13	33.67	75.00	S63°48'48"E	33.53	S77°30'42"E	S20°06'47"E
LOT 62	C14	35.87	75.00	N08°47'10"E	35.53	N75°05'08"E	S77°30'42"E
LOT 63	C15	35.87	75.00	N41°23'08"E	35.53	N47°41'07"E	N75°05'08"E
LOT 64	C16	35.87	75.00	S33°58'07"E	35.53	N01°17'06"E	N47°41'07"E
LOT 65	C17	41.70	75.00	N42°22'32"E	41.37	N01°13'49"E	N01°17'06"E
LOT 66	C18	43.86	75.00	N09°13'17"W	43.54	N48°08'34"E	N01°13'49"E
R.O.W.	C19	87.63	75.00	S33°11'12"E	86.12	N01°13'50"W	N48°08'34"E
LOT 66	C20	8.49	75.00	N41°34'51"W	8.49	N38°40'08"E	N01°13'50"W
LOT 67	C21	49.03	75.00	N19°38'39"W	48.16	N01°13'50"W	N38°40'08"E
C.A.	C22	440.24	450.00	S63°11'15"E	431.88	S35°08'41"E	N01°13'50"W
R.O.W.	C23	244.14	417.00	S38°48'11"E	124.45	S32°08'41"E	S35°08'41"E
LOT 68	C24	22.41	417.00	S00°51'18"E	22.41	S79°31'36"E	S32°08'41"E
LOT 69	C25	24.65	417.00	S13°24'41"E	24.61	S70°31'32"E	S79°31'36"E
LOT 70	C26	24.65	417.00	S89°09'12"E	24.61	S64°35'25"E	S70°31'32"E
LOT 71	C27	24.65	417.00	S02°25'40"E	24.61	S56°32'24"E	S64°35'25"E
LOT 72	C28	24.65	417.00	S43°34'38"E	24.61	S41°54'23"E	S56°32'24"E
LOT 73	C29	24.65	417.00	S43°34'38"E	24.61	S41°54'23"E	S41°54'23"E
LOT 74	C30	48.48	417.00	S38°23'32"E	48.48	S32°08'41"E	S41°54'23"E
R.O.W.	C31	421.75	483.00	N69°01'26"W	168.48	N22°11'19"E	S32°08'41"E
LOT 75	C32	28.32	483.00	N42°02'23"W	28.32	N33°32'33"E	N22°11'19"E
LOT 76	C33	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N33°32'33"E
LOT 77	C34	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 78	C35	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 79	C36	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 80	C37	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 81	C38	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 82	C39	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 83	C40	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 84	C41	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 85	C42	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 86	C43	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 87	C44	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 88	C45	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 89	C46	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 90	C47	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 91	C48	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 92	C49	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 93	C50	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 94	C51	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 95	C52	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 96	C53	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 97	C54	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 98	C55	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 99	C56	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E
LOT 100	C57	43.23	483.00	N41°04'23"W	43.21	N43°28'12"E	N43°28'12"E

EXHIBIT B

Building Materials

BUILDING I-Farmhouse Elevation

Shingles: Owens Corning Oakridge – Onyx Black

Main Siding: Mastic Board + Batten WHITE

Accent Siding: Mastic Board + Batten MISTY SHADOW

Stone: Prestige Pro Stack Imperial

Garage Door: C.H.I. Black

Front Door: SW6258 Tricorn Black

Windows: Black

BUILDING II-Farmhouse Elevation

Shingles: Owens Corning Oakridge – Onyx Black

Main Siding: Mastic Board + Batten WHITE

Garage Door: C.H.I. Black

Front Door: SW6258 Tricorn Black

Windows: Black

BUILDING III-Farmhouse Elevation

Shingles: Owens Corning Oakridge – Onyx Black

Main Siding: Mastic Board + Batten MISTY SHADOW

Garage Door: C.H.I. Black

Front Door: SW6258 Tricorn Black

Windows: Black

Building IV

Shingles: Owens Corning Oakridge – Onyx Black

Main Siding: Mastic Board + Batten MISTY SHADOW

Accent Siding (all gables): Mastic Board + Batten WHITE

Garage Door: C.H.I. Black

Front Door: SW6258 Tricorn Black

Windows: Black

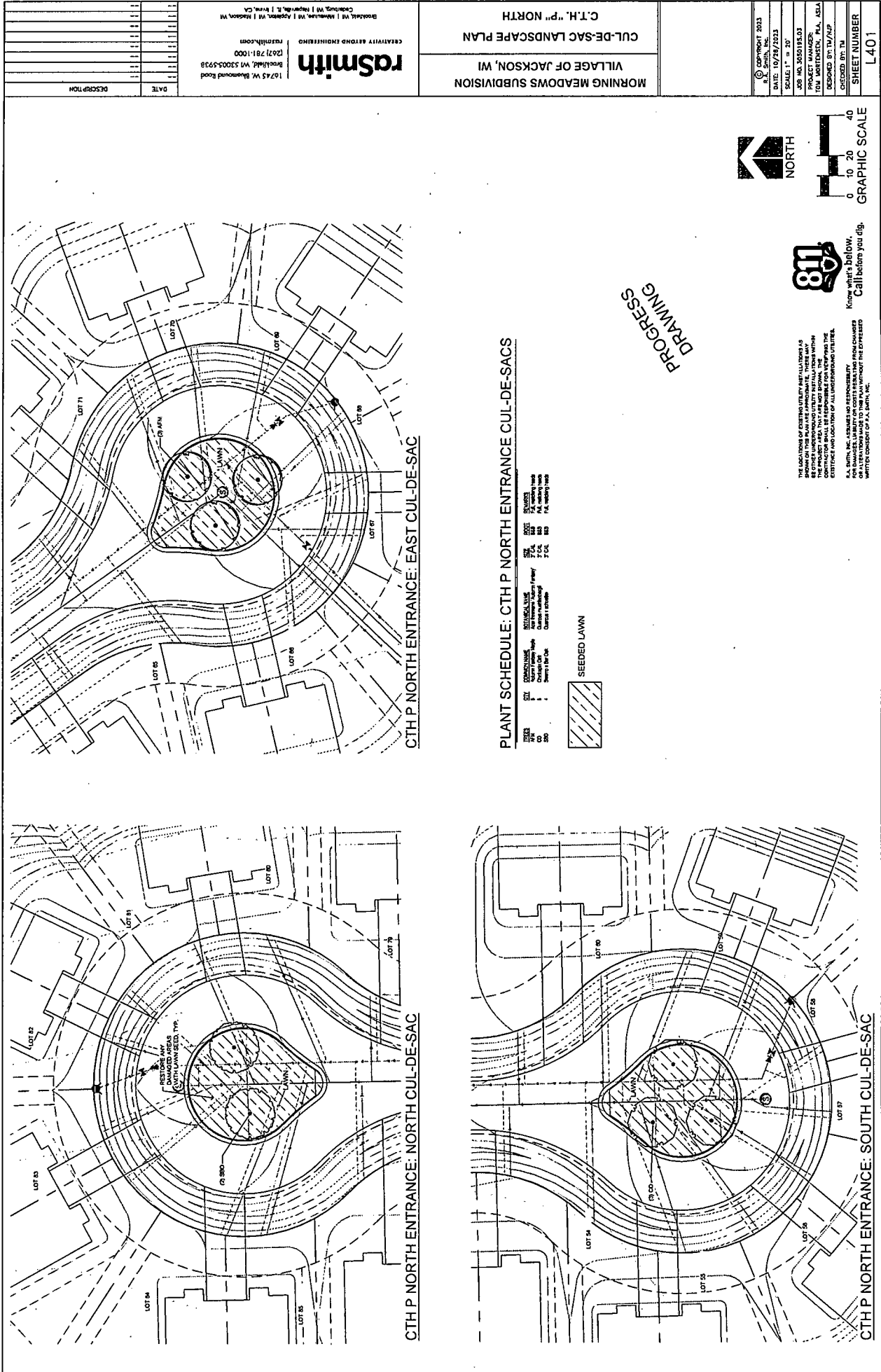
EXHIBIT C

Landscape Plan

[See attached]

Proposed improvements shown in blue color

S:\5162019\dwg\LOT DRAWS\162019 SX10-CONCEPT PLAN.dwg \ LOTS 110 - 113

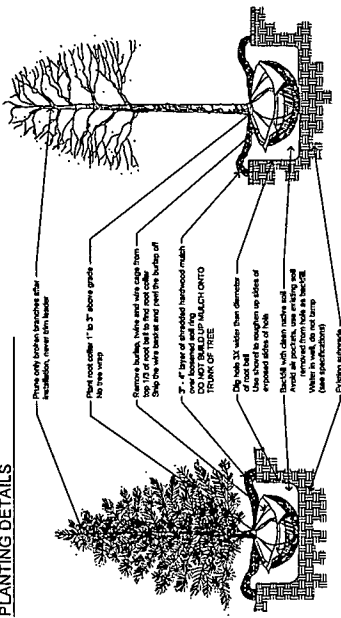


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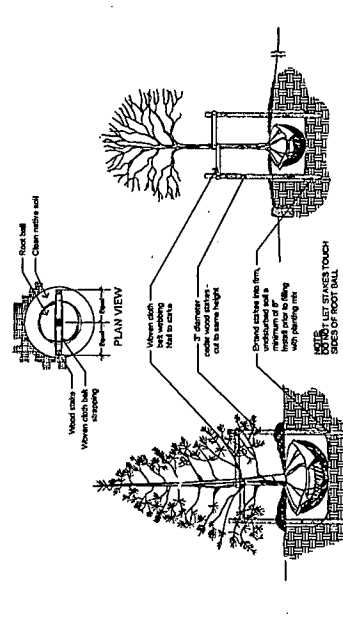
GENERAL LANDSCAPE NOTES

- [illegible]

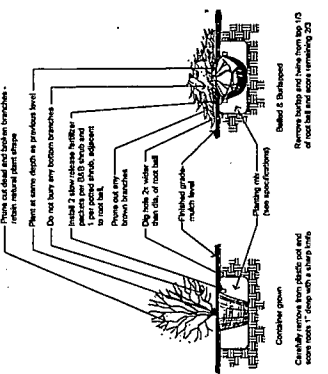
PLANTING DETAILS



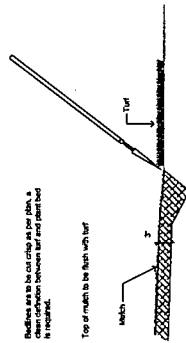
1 TREE PLANTING DETAIL



TREE STAKING DETAIL



3 SHRUB PLANTING DETAIL



SHOVEL CUT PLANT BED EDGING DETAIL

PROGRESS
DRAWING



**Know what's below.
Call before you dig.**

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.

A. SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF A. R. SMITH, INC.

EXHIBIT D

Reciprocal Access and Use Agreement

[See attached.]

Document Number	RECIPROCAL ACCESS AND USE EASEMENT AGREEMENT
THIS RECIPROCAL ACCESS AND USE EASEMENT AGREEMENT ("Agreement") is made and entered into as of the <u>25th</u> day of <u>April</u> 2024 (the "Effective Date"), by and between the Morning Meadows Homeowners Association, Inc., a Wisconsin non-stock corporation ("Morning Meadows") and the Villas at Morning Meadows Homeowners Association, Inc., a Wisconsin non-stock corporation ("Villas"). Morning Meadows and Villas may be referred to herein individually as a "Party" or collectively as the "Parties."	Recording Information This Document was Drafted by and Should be Returned to: Michelle Wagner Ebben Michael Best & Friedrich LLP 790 N. Water St., Suite 2500 Milwaukee, WI 53202 PINs: See Exhibit A and Exhibit B

RECITALS:

WHEREAS, Morning Meadows manages the Morning Meadows subdivision ("MM Subdivision") located in the Village of Jackson, Washington County, Wisconsin as legally described on Exhibit A, attached hereto and incorporated herein (the "Morning Meadows Property");

WHEREAS, Villas manages the Villas at Morning Meadows subdivision ("Villas Subdivision") located in the Village of Jackson, Washington County, Wisconsin as legally described on Exhibit B, attached hereto and incorporated herein (the "Villas Property");

WHEREAS, a trail (the "Trail") traverses both the MM Property and the Villas Property intended for use as a walking trail to benefit the lot owners of both the MM Subdivision and the Villas Subdivision;

WHEREAS, a dog park and gazebo (collectively, the "Dog Park and Gazebo") are both located on the MM Property intended to be used for the benefit of the lot owners of both the MM Subdivision and the Villas Subdivision;

WHEREAS, Morning Meadows desires to grant to Villas, and Villas desires to accept, an easement for access over and across the MM Property for the purposes of pedestrian access on, over, and across the Trail and access to and use of the Dog Park and Gazebo ("MM Easement") as depicted on Exhibit C ("MM Easement Area"); and

WHEREAS, Villas desires to grant to Morning Meadows, and Morning Meadows desires to accept, access over and across the Villas Property for the purposes of pedestrian access on, over, and across the Trail ("Villas Easement") as depicted on Exhibit C, attached hereto and incorporated

herein ("Villas Easement Area" and together with the MM Easement Area, the "Easement Areas").

AGREEMENT:

NOW THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS**. The above recitals are hereby incorporated herein by reference.

2. **GRANT OF RECIPROCAL ACCESS AND USE EASEMENT**.

a. **MM EASEMENT**. Morning Meadows hereby grants and conveys to Villas a non-exclusive easement over the MM Property for the lot owners of the Villas Subdivision to travel over the MM Easement Area for pedestrian access on, over, and across the Trail and access to and use of the Dog Park and Gazebo.

b. **VILLAS EASEMENT**. Villas hereby grants and conveys to Morning Meadows a non-exclusive easement over the Villas Property for the lot owners of the Morning Meadows Subdivision to travel over the Villas Easement Area for pedestrian access on, over, and across the Trail.

3. **MAINTENANCE**.

a. **MM EASEMENT AREA MAINTENANCE**. Morning Meadows and Villas shall each be responsible for the maintenance, repair, improvement, and/or replacement of the property shaded blue within the MM Easement Area, as depicted on Exhibit C, with Morning Meadows responsible for 43.75 percent (49/112) of such maintenance, repair, improvement, and/or replacement costs and Villas responsible for 55.36 percent (62/112) of such maintenance, repair, improvement, and/or replacement costs. Morning Meadows shall be responsible, at its sole cost, for the maintenance, repair, improvement, and/or replacement of the property within the MM Easement Area, as shaded yellow as depicted on Exhibit C.

b. **VILLAS EASEMENT AREA MAINTENANCE**. Villas shall, at its sole cost, be responsible for the maintenance, repair, improvement, and/or replacement of all property within the Villas Easement Area.

4. **INDEMNITY**. Each Party, its heirs, successors, and assigns ("Indemnitor") agrees to indemnify, defend, and hold the other Party and its members, officers, employees, guests, invitees, and authorized representatives (collectively, the "Indemnified Party") harmless from and against any and all liabilities, obligations, claims, damages, penalties, cause of action, judgements, costs, and expenses (including but not limited to reasonable attorneys' fees) imposed upon, incurred by, or asserted against the Indemnified Party resulting from the Indemnitor's misuse of or failure to maintain the Easement Area on their property. If any action, suit, or proceeding is brought against the Indemnified Party by reason of any such occurrence, the Indemnitor shall, upon request from the Indemnified Party, at the sole cost and expense of the Indemnitor, defend such action, suit, or proceeding.

5. **REPRESENTATIONS.**

a. **MORNING MEADOWS REPRESENTATIONS.** Morning Meadows represents and warrants that it has the full and complete authority to enter into this Agreement. Morning Meadows further warrants and represents that it has taken all actions necessary for the execution of this Agreement, and that upon execution of this Agreement, the obligations of Morning Meadows hereunder shall be valid and binding.

b. **VILLAS REPRESENTATIONS.** Villas represents and warrants that it has the full and complete authority to enter into this Agreement. Villas further represents and warrants that it has taken all actions necessary for the execution of this Agreement, and that upon the execution of this Agreement, the obligations of Villas hereunder shall be valid and binding.

6. **APPLICABLE LAW.** This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

7. **SEVERABILITY.** If any provision contained herein shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not in any event affect any of the other provisions contained herein and such other provisions shall be valid and enforceable to the fullest extent permitted by law.

8. **NO PUBLIC DEDICATION.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the easements granted hereunder to the general public or for any public purpose whatsoever.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and any and all prior negotiations and/or understanding are superseded hereby. This Agreement and all of the covenants and conditions contained herein shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their successors and/or assigns. This Agreement may not be amended except by a written document executed and acknowledged by the Parties.

10. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

[Signatures on the following pages.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

MORNING MEADOWS:

Morning Meadows Homeowners Association, Inc.,
a Wisconsin non-stock corporation

By: [Signature]
Name: Kenneth Frank
Title: Director

STATE OF WISCONSIN

COUNTY OF Milwaukee) SS

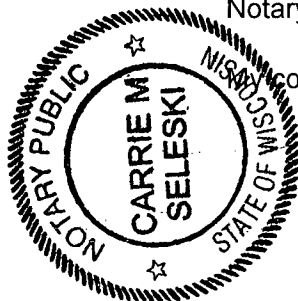
On this 25 day of April, 2024, before me, a Notary Public, in and for said State, personally appeared Kenneth Frank, as Director of the Morning Meadows Homeowners' Association, to me known to be the same person who executed the within instrument, who acknowledged the same to be their own free act and deed.

Sign here: [Signature]

Name: Carrie M Seleski

Notary Public, State of Wisconsin

Commission expires: 2/23/26



VILLAS:

Villas at Morning Meadows Homeowners' Association, Inc.,
a Wisconsin non-stock corporation

By: K-FName: Kenneth FrankTitle: Director

STATE OF WISCONSIN

COUNTY OF Milwaukee) SS

On this 25 day of April, 2024, before me, a Notary Public, in and for said State,
personally appeared Kenneth Frank as Director of the Villas at
Morning Meadows Homeowners' Association, to me known to be the same person who executed
the within instrument, who acknowledged the same to be their own free act and deed.

Sign here: Carrie M SeleskiName: Carrie M. Seleski

Notary Public, State of Wisconsin

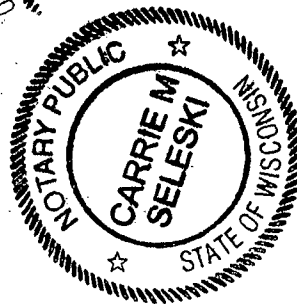
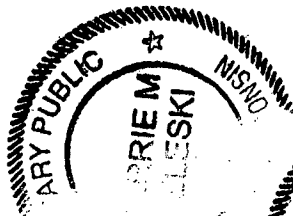
My commission expires: 2/23/26

EXHIBIT A

Lots 1 through 24 and Outlots 1 and 2 of the Morning Meadows Subdivision according to the Plat recorded on April 26, 2021 in the office of the Washington County Register of Deeds in Map Book 53, Page 69 as Document Number 1530440, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.

AND

Lots 25 through 51 and Outlot 3 of the Morning Meadows Subdivision Addition No. 1 according to the Plat recorded on December 8, 2021 in the office of the Washington County Register of Deeds in Map Book 53, Page 83 as Document Number 1550966, being a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 19, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.

Lot No.	Tax Key No.
1	0521001
2	0521002
3	0521003
4	0521004
5	0521005
6	0521006
7	0521007
8	0521008
9	0521009
10	0521010
11	0521011
12	0521012
13	0521013
14	0521014
15	0521015
16	0521016
17	0521017
18	0521018
19	0521019
20	0521020
21	0521021
22	0521022
23	0521023
24	0521024
Outlot 1	0521025
Outlot 2	0521026
Outlot 3	0521054

Lot No.	Tax Key No.
25	0521027
26	0521028
27	0521029
28	0521030
29	0521031
30	0521032
31	0521033
32	0521034
33	0521035
34	0521036
35	0521037
36	0521038
37	0521039
38	0521040
39	0521041
40	0521042
41	0521043
42	0521044
43	0521045
44	0521046
45	0521047
46	0521148
47	0521149
48	0521050
49	0521051
50	0521052
51	0521053

EXHIBIT B

Legal Description of the Villas at Morning Meadows Subdivision

Lots 52 through 95 and Outlots 4, 5, and 6 of the Morning Meadows Subdivision Addition No. 2 according to the Plat recorded on March 18, 2024 in the office of the Washington County Register of Deeds in Map Book 54, Page 130 as Document Number 1592680, being a part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 19, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.

Lot No.	Tax Key No.
52	0521055
53	0521056
54	0521057
55	0521058
56	0521059
57	0521060
58	0521061
59	0521062
60	0521063
61	0521064
62	0521065
63	0521066
64	0521067
65	0521068
66	0521069
67	0521070
68	0521071
69	0521072
70	0521073
71	0521074
72	0521075
73	0521076
74	0521077
75	0521078

Lot No.	Tax Key No.
76	0521079
77	0521080
78	0521081
79	0521082
80	0521083
81	0521084
82	0521085
83	0521086
84	0521087
85	0521088
86	0521089
87	0521090
88	0521091
89	0521092
90	0521093
91	0521094
92	0521095
93	0521096
94	0521097
95	0521098
Outlot 4	0521099
Outlot 5	0521100
Outlot 6	0521101

EXHIBIT C

Depiction of Easement Area

(See Attached)

P:\3050195\3050195.01\dwg\EXHIBITS\3050195.01-owner&maintenance.dwg, Model, 1/31/2024 10:08:19 AM, dlm

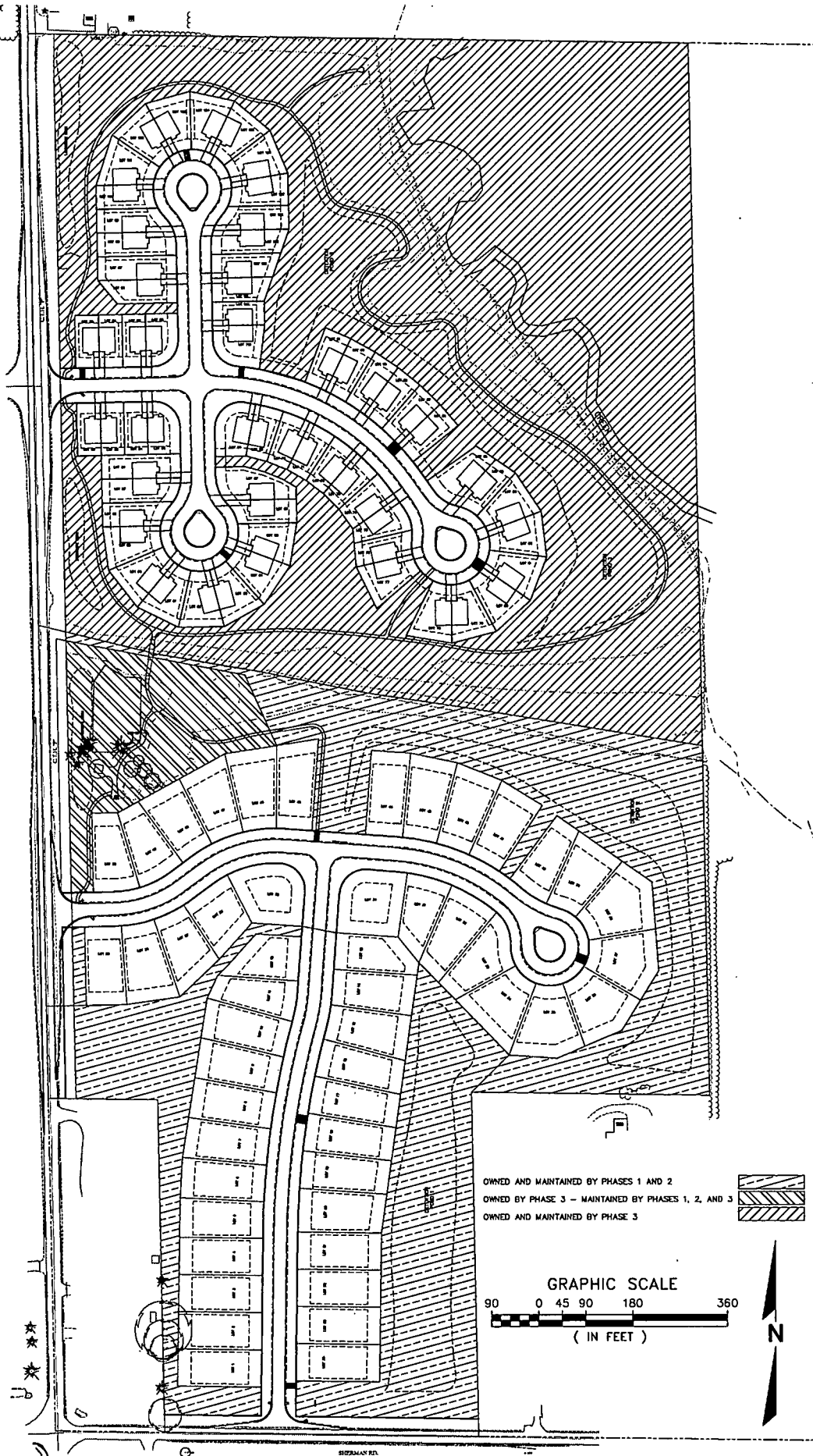
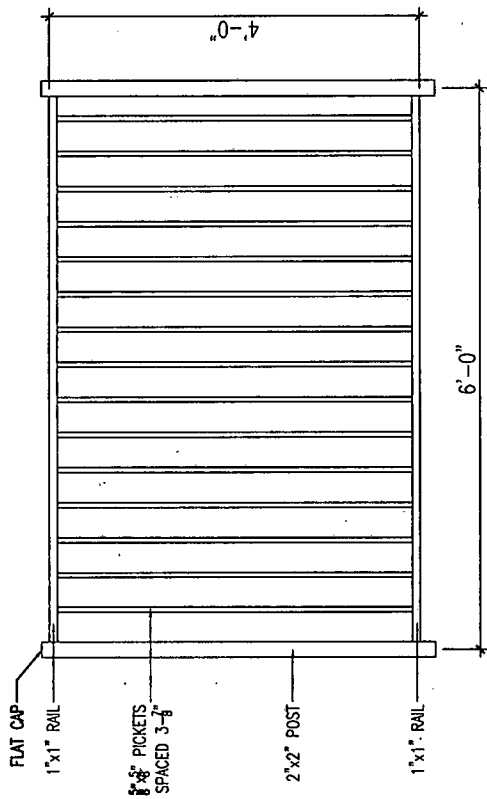


Exhibit F
Fence Detail



BLACK
1 ALUMINUM FENCE

SCALE: 3/4" = 1'-0"

NOTES:

- GATE TO BE 4' WIDE TO ALLOW LAWN MOWER TO ENTER AREA

