# DECLARATION OF RESTRICTIONS FOR SETTLEMENT AT HOODS CREEK II

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RACINE COUNTY REGISTER OF DEEDS
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Karie J. Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00

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Pages: 25

**Return to name and address below**
**HCP2 LLC**
**1565 200th ave**
**Union Grove WI 53182**

**Lot 91 - 151032203005910**
**Lot 92 – 151032203005920**
**Lot 93 - 151032203005930**
**Lot 94 – 151032203005940**
**Lot 95 – 151032203005950**
**Lot 96 - 151032203005960**
**Lot 97 – 151032203005970**
Outlot 9- 151032203005009

Lot 91-97 and Outlot 9, Settlement at Hoods Creek Addition 3, according to the recorded plat thereof. Said land being in the Village of Mount Pleasant, Racine County, Wisconsin.

# DECLARATION OF RESTRICTIONS
# FOR
# SETTLEMENT AT HOODS CREEK II

This Declaration is made this 18th day of April, 2024 by HCP2, LLC, a Wisconsin Limited Liability Company, (hereinafter the "Developer).

WHEREAS, Developer is the owner of the property commonly known as Settlement at Hoods Creek Subdivision II, located in the Village of Mount Pleasant, Racine County, Wisconsin, more particularly described in the attached Legal Description; and

WHEREAS, Developer desires to subject the residential Lots in said Settlement at Hoods Creek Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Legal Description shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

## 1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Legal Description. At such time as the subdivision plat or certified survey map for each future phase of the Settlement at Hoods Creek development is recorded, the Developer shall have the right to record an amendment to this Declaration of Restrictions so as to include herein all or any part of any lands included in any such subdivision plat or certified survey map. Any such amendment may include, at Developer's sole discretion, all or any part of the lands shown on the preliminary plat of Settlement at Hoods Creek II, and/or all or any part of any other lands now owned or hereafter acquired by Developer which are adjacent to any present or future phase of the Settlement at Hoods Creek development. This Declaration of Restrictions shall become effective as to added lands upon the recording of the amendment therefor. All decisions regarding whether or not to submit and subject all or any portion of the property described on the preliminary plat and/or all or any portion of

Other lands located within a subdivision plat or certified survey map for any future phase of the Settlement at Hoods Creek development shall remain at the sole option and discretion of Developer. Notwithstanding any other provision of this Declaration of Restrictions only the developer needs to execute an amendment hereto adding additional phases of the Settlement at Hoods Creek II.

The terms "Settlement at Hoods Creek II", "Hoods Creek development" and "subdivision", as used in this Declaration of Restrictions, are defined as the property described on the attached Legal Description.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The term "Common area" is defined as any common Outlot, Landscape Island, detention or retention area, or other area within the subdivision lands subject to this Declaration of Restrictions which is not a Lot, nor a dedicated street, nor other dedicated area for which the Village of Mount Pleasant has assumed responsibility for maintenance. Common Outlots consist of only those Outlots subject to this Declaration of Restrictions as are designated in this Declaration of Restrictions or on any recorded subdivision plat or certified survey map as owned or to be owned by the Homeowner's Association, and/or as owned or to be owned in common by Lot Owners. Common Outlots do not include Outlots designated on any subdivision plat or certified survey map as being dedicated or conveyed, or to be dedicated or conveyed, to the Village of Mount Pleasant or any other governmental agency or entity, nor any Outlot that is not subject to this Declaration of Restrictions. Unless Developer executes and records an express declaration to the contrary, each such common area shall be deemed a common area for the entire Settlement at Hoods Creek II development, and the maintenance thereof shall be the responsibility of all Lots subject to this Declaration of Restrictions, notwithstanding the fact that the ownership or rights in such common area are established by a subdivision plat or certified survey map for Lots in one or more, but less than all, of the phases of The Settlement at Hoods Creek II development.

## 2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Settlement at Hoods Creek II Subdivision will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to ensure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to ensure the highest and best residential quality of the property; to encourage and secure the improvement of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to ensure the highest and best residential development of the property.

## 3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of final approval.

## 4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Settlement at Hoods Creek Subdivision II is hereby established. The Committee shall consist of not less than two (2) members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as there is any vacant Lot in the subdivision or future lots yet to be built as shown in legal; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant Lot in the subdivision or future land as shown in legal, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot owners in attendance at a meeting of Lot owners called by any one or more Lot owners for that purpose. Lot owner meetings called to remove, replace and/or appoint Committee members shall require not less than ten (10) days written notice to at least one owner of each Lot, by personal delivery or by First Class U.S. Mail addressed to the last known owner and address as shown on the tax roll.

## 5. ARCHITECTURAL CONTROL

Architectural Approval is required prior to constructing, erecting or altering any structure on any lot in The Settlement of Hoods Creek II subdivision. Structures and improvements include, but are not limited to buildings, swimming pools, gazebos, swing sets, play structures, fences, walls, driveways, tennis courts, light posts, and landscaping. For any undertaking requiring approval of the Architectural Control Committee, two (2) sets of plans [including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, two (1) set of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot owner as evidence of such approval. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot owner. The Architectural Control Committee may also request that the owner's agent shall first make revisions to the plans before approval is given. Once the Architectural Control Committee's approval

has been given the Lot owner shall strictly adhere to the plans, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building, other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE COMMITTEE MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENTS IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Developer or Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Developer or Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

## 6. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and -applicable zoning. A home designer or registered architect, or equally qualified individual or firm shall design all dwellings.

It is specifically intended; by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence.

A minimum of 30% of the front of the residences, including exposures, must be masonry, consisting of brick, stone, cultured stone/brick, Dryvit and/or stucco, and must terminate at an inside corner or have an acceptable terminating point, as determined

solely by the Architectural Control Committee. The exterior siding of all dwellings shall consist of vinyl, aluminum, natural wood siding, natural stone, structural or thin-cut face brick, cultured stone, efis system (Dryvit), and/or stucco. The use of cement board, plank or fish-scale .type siding and an efis system (Dryvit) will be permitted provided they are used with wood corner boards. No exposed poured concrete or concrete block over eight (8) Inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone.

The roofing of all dwellings shall consist of asphalt shingles, with minimum 25-year rating or wood or tile. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types of roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper. The main portion of the roof shall have a minimum pitch of 8/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be pem l itted or denied at the sole discretion of the Architectural Control Committee.

All windows must have grids and must be wrapped. If shutters are used, they must be on all windows where appropriate for the window design and if space allows. Windows with shutters need only be wrapped on the top and bottom of the window.

There are to be no exterior walls without windows and/or doors. If architectural insets are used they must be wrapped and shuttered the same as windows on the rest of the house. The Architectural Control Committee retains the right to require additional architectural detail.

All homes shall include an attached garage with a minimum of 400 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage, which has an exterior appearance of having a capacity of more than three (3) cars.

No storage shed shall be allowed on any lot. Other types of outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, provided they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All lot owners are further advised that outbuilding construction is also subject to applicable zoning ordinances and may be prohibited or restricted unless a variance or conditional use permit is obtained.

## 7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Settlement at Hoods Creek Subdivision shall have a minimum square footage of living space as follows:

i. One-story houses shall have a minimum square footage of Living space of not less than 1,900 square feet.

ii. One and one-half story and two story houses shall have a minimum square footage of living space of not less than 2,300 square feet total.

iii. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 2,300 square feet total on the upper two levels.

iv. Bi-level houses shall have a minimum of 2,300 square feet total on the upper two levels.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sunrooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space, which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split-level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

The Architectural Control Committee, in its sole discretion, may grant approval for any house on any lot with square footage of up to 5 percent (5%) less than the minimum required above, provided; however, in no event shall any house be constructed on an lot with square footage below the minimum standards of the Village of Mount Pleasant.

## 8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Architectural Control Committee. All access to and from the home site construction are by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one-year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the Lot owner shall be responsible to see that his or her contractors maintain a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets, and that all access to the site is through the approved driveway and by no other means or way. The Lot owner shall futher be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. In the event that the owner or his or her contractor shall fail in this responsibility the Developer or Owner's Association

shall have the right but not the obligation to perform the necessary cleanup and/or make the necessary repairs and to charge the Construction Deposit and/or obtain reimbursement for the expense incurred by the Developer or Owner's Association, as the case may be,.-as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site. Erosion control including the stabilization of each Lot with permanent grass must comply with the Village of Mount Pleasant Erosion Control Ordinance.

## 9. CONSTRUCTION DEPOSIT

At the time of closing on a Lot a Construction Deposit in the amount of Two Thousand Dollars ($2,000.00) shall be collected from the Lot owner and held in an escrow account by the Developer. The Developer shall have the right, at any time, to turn over any or all then remaining deposits to the Owner's Association. These funds are transferable to subsequent buyers of a Lot after the initial sale by Developer. These funds are to ensure compliance with these covenants and restrictions dealing with. contractor cleanup, use of the approved driveway and repair of damage to pavement, sidewalks, curbs and gutters, to ensure compliance with the landscaping and tree planting requirements set forth in this Declaration, and to assure compliance with the architectural covenants, restrictions and requirements contained herein and as approved by the Architectural Control Committee. In the event the Lot owner and/or his or her contractors fail to comply with the cleanup requirements and/or the use of the approved driveway, and/or repair of any damaged sidewalks, curbs and/or gutters, and/or the landscaping and tree planting requirements set forth in this Declaration, and in the event the Developer or Owner's Association, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the Village of Mount Pleasant for same, the Developer or Owner's Association shall be entitled to deduct and retain from the Construction Deposit a sum sufficient to reimburse Developer or Owner's Association for all costs and expenses incurred by Developer or Owner's Association for such cleanup and/or repair. In the event the Lot owner and/or the Lot owner's contractors fail to comply with the architectural or other requirements or provisions of the Declaration, and in the event Developer or Owner's Association retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer or Owner's Association shall be entitled to deduct and retain from the escrow a sum sufficient to reimburse Developer or Owner's Association for all costs and expenses, including but not limited to a reasonable actual attorney's fees, incurred by Developer or Owner's Association with respect to such enforcement. In the event the escrowed amount is not sufficient to fully reimburse Developer or Owner's Association for cleanup and/or repair expenses, charges and/or assessments, and/or for costs, expenses and reasonable attorney's fees relating to enforcement of architectural requirements, the owners of the lot shall be jointly and severally liable to Developer or Owner's Association for any excess and shall constitute a lien on the Lot. In the event that no deductions are made, or in the event there is a balance remaining after all deductions, the balance in the escrow account shall be returned to the current owner upon home completion and after a lawn is established, owner's tree planting and maintenance of trees for one year after said planting as required in Section 19 of these restrictions.

## 10. TREES

The Lot owner or their representatives shall maintain any trees provided by the Developer. If any of the trees die for any reason, they shall be replaced with a similar tree at the Lot owner's expense. The Lot owner shall continue to maintain and protect and be responsible for said trees.

## 11. BUILDING SETBACKS

The Architectural Control Committee shall approve all Lot setbacks.in writing. The minimum setbacks for a Single-Family Residence shall be:

1. Twenty (25) feet from any abutting street right-of-way.
2. Twelve (12) feet from any side yard on one side of the home, eight (8) feet on the other. Side load garages shall have a minimum setback of (20) feet on garage side of the home.
3. Twenty-five (25) feet from any rear yard.

In addition, any comer Lots are required to maintain a twenty (25) foot setback from both street right-of-ways; provided, however, upon written approval of the Architectural Control Committee (in its sole discretion) the street yard setbacks for a comer Lot may be decreased to a minimum approved by the Village of Mt. Pleasant. If any Lot owner desires to rotate its proposed Single-Family Residence to face toward the comer of a Lot, the Committee reserves the right to determine the street yard setbacks that the Committee believes to be most beneficial to the overall appearance of the subdivision.

The site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the Village of Mount Pleasant if it determines, in its sole discretion,

that terrain conditions and/or preservation of existing trees so require. See additional setback requirements in paragraph 36 hereof and on the recorded plat.

## 12. DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street, and location shall be approved by the Architectural Control Committee.

The driveway shall have a minimum of a three (3) foot side yard setback, unless otherwise approved in writing by the Committee (in its sole discretion).

If curb cuts are required, it is the responsibility of the Lot owner to determine the location and size of the drive cut in the curb. Both the location and size must meet the requirements and application process of the Village of Mount Pleasant. The Lot owner is responsible for the cost of the curb cut. Also see paragraph 39 hereof.

## 13. HOME CONSTRUCTION ON LOT

Any Architectural Control Committee approval for a Lot owner's proposed home on a Lot constitutes approval of the home with regard to style, size and other requirements per these restrictions, and does not guarantee any particular grading elevation, floor elevation or home placement for a future home that Lot owner may build on such Lot. Lot owner has the responsibility and obligation to investigate and obtain qualified opinions from experts that the subject Lot will accommodate the home, placement and grading that Lot owner intends. Any Architectural Approval will be valid for a term of 180 days from date of signing. Any project not started prior to 180 days from approval will require an extension or resubmittal. Any project started but not completed within 2 calendar years of approval will require an extension by the Architectural Control Board.

## 14. HEIGHT OF GRADE AND BUILDING PADS

No owner of any Lot, nor any person or persons claiming under the owner, shall or will at any time alter the grade of any Lot or outlot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the Village of Mount Pleasant Engineer on file in the office of the Village of Mount Pleasant Clerk, unless and until the property owner shall first obtain the written approval of the Architectural Control Committee and the Village of Mount Pleasant for such grade alterations.

In order to obtain this approval it shall first be necessary for the Lot owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot owner with regard to drainage or their viewing of unreasonable slope treatment.

Each Lot owner must strictly adhere to and finish grade their Lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Village of Mount Pleasant Engineer on file in the office of the Village of Mount Pleasant Clerk. The Developer or Owner's Association and/or the Village of Mount Pleasant and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, or correction of any drainage condition, and the Lot owner is responsible for cost of the same.

Subdivision grading has been performed with the intention that home construction on each lot takes place within a building pad area as shown on the subdivision grading plan. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse soil conditions.

## 15. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or Outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

## 16. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to: snowmobiles, trail bikes, travel trailers and campers, motor homes, and off road vehicles of any kind.

## 17. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the owner of said Lot.

## 18. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets shall be permitted provided they are not raised, bred and/or kept for commercial purposes.

## 19. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except during the construction and sales period except for the following: (1) One sign not more than two square feet in size identifying the property of the owner, (2) One sign not more than six square feet in size advertising the property for sale or rent, (3) A sign used by the

builder to advertise a residence for sale, or as a model home. The Developer in conjunction with initial Lot sales in the subdivision may use such signs as, and one or more subdivision entrance signs may be erected by the Developer and/or by the Owner's Association.

20. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Owner's Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the area between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

Landscaping plans, showing trees, bushes, planting beds, walkways, ornamental fences, arbors and other features must be submitted for approval by the Architectural Control Committee in conjunction with building plans.

At a minimum, landscaping shall include at least foundation plantings located along the elevations of the building and sodded or seeded lawns on all four (4) sides of the home. The landscaping shall be installed within twelve (12) Months following issuance of an occupancy permit for the home. Developer will provide street trees. Said trees should be hardy, low maintenance, disease resistant, native species classified as "large" trees that will grow to a height of 40 to 100 feet at maturity.

All landscaping (including permanent lawns) shall be performed in accordance with the plan approved by the Architectural Control Committee and shall be completed within twelve (12) months following the issuance of the occupancy permit for the home or if said permit was granted after August 31, said completion shall be prior to June 1 of the following year.

Landscaping completed by Developer that may be on a Lot or in the yard area in front of the Lot from the property line (front lot line) to the back of curb and gutter section or shoulder of the public roadway; including trees, plantings, grass areas, ponds, signs, and brick/stone/wood piers or other ornamentation are completed at Developer's expense to enhance the beauty of the subdivision. Maintenance of such landscaping shall become the Lot owners and/or Owner's Association responsibility after closing, and the Developer shall have no further responsibility as to the growth, survival or maintenance of such landscaping. Developer has the right to deduct from the Construction Deposit the cost of replacing trees as required by the Village of Mount Pleasant up to one year from the date of planting.

Landscaping completed by Developer that may be on the common areas of the subdivision, including trees, plantings, grass areas, ponds, signs, and brick/stone/wood piers or other ornamentation are completed at Developer's expense to enhance the beauty of the subdivision. At such time that the Owner's Association is turned over to the Lot

owners, maintenance of such landscaping shall become the Owner's Association responsibility and the Developer shall have no further responsibility as to the growth, survival or maintenance of such landscaping.

## 21. Sidewalks

Developer will install city sidewalks within all outlot areas, Home owners are required to install city sidewalks as part of their home build.

## 22. FENCES

It is the intention to preserve the open natural feel of Settlement at Hoods Creek Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any Lot line. Only that fencing which is purely of a decorative or landscaping nature may be installed. Fencing to meet governmental regulations with regard to swimming pools will be permitted.

## 23. MAILBOX

Each Lot shall have a uniform mailbox on a uniform post, which shall be installed by the Developer at the Lot owner's expense. The design and specifications of the mailbox, newspaper box and post, including size, style, color and materials, shall be such as is determined by the Architectural Control Committee, so that all mailboxes, newspaper boxes and posts have a uniform appearance throughout the subdivision. Purchasers of Lots shall purchase the mailbox and mailbox post from the Developer at the time of closing or at Developers option, within 15 days of Developer mailing an invoice. If the Post Office requires the use of grouped mailboxes, Developer shall have the right to elect to install the mailboxes newspaper boxes and posts, and to collect from Lot owners, a reasonable charge for installing same. The Owner's Association shall have the right but not the responsibility to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes, newspaper boxes and/or posts, and to charge the cost thereof as a common expense. To the extent not assumed by the Owner's Association, the Lot owner shall be responsible for maintaining the mailbox, newspaper box and post in a first class condition at all times.

## 24. ELECTRIC LAMPPOST

Purchasers of Lots shall purchase an Electric Lamp Post from the Developer at the time they purchase their lot. At the time of construction of a residence, the Lot owner of such residence shall install this lamp post, at the Lot owner's expense, with an unswitched photo-electric cell, at a location on the Lot deemed appropriate to the subdivision, at the Developers discretion. The Lot owner, at the Lot owner's expense, shall maintain the lamppost in a proper operating manner. If the Lot owner fails to install or maintain the approved lamppost in proper operating order, the Developer or Owner's Association may notify the lot owner in writing, that they have fifteen (15) days to install or perform maintenance on the lamppost. If the lot owner fails to make the required installation or repairs, the Developer or Owners Association may enter on the lot for the

purpose of bringing the Lamp Post into compliance and may apply all costs, including the cost of a new Lamp Post, as a special assessment against the Lot owner.

## 25. EASEMENTS

The Developer at its sole discretion may grant easements to the Village of Mount Pleasant and/or to any public or private utilities, upon, over, through or across those portions of any Lot in the subdivision for purposes of allowing the Village of Mount Pleasant or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the subdivision or for purposes of facilitating drainage of storm or surface water within or through the subdivision. Such easements may be granted by Developer in its own name and without the consent or approval of any Lot owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the subdivision to persons other than a successor developer.

## 26. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet Village of Mount Pleasant Racine County ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

## 27. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties thereafter having an interest in the subdivision, are subject to all rules, codes, regulations and ordinances of the Village of Mount Pleasant, Racine County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village of Mount Pleasant, County, State or Federal law or regulation, the more restrictive provision shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the Village of Mount Pleasant, Racine County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Developer's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted to the Owner's Association and/or any other Lot owner. The

foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

## 28. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the Village of Mount Pleasant, a copy of which is on file in the office of the Village Clerk of the Village of Mount Pleasant.

## 29. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended solely by the Developer or assigns as long as the Developer or assigns owns any lot in the subdivision and or future unplatted lands. Then thereafter, any modification to this declaration setting forth said change, must be executed by the owners of at least sixty percent (60%) of the lots in the subdivision. Notwithstanding the foregoing, **the provisions of Sections .11 and 35 through 39 hereof shall not be amended or modified without the approval of the Village Board of the Village of Mount Pleasant.** Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Racine County, Wisconsin. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Racine County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

## 30. ASSIGNMENT

Developer may assign all Developer's rights pursuant to this Declaration to one or more successor developers.

## 31. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement

on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

## 32. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate [currently codified at Section 893.33(6), Stats., but including any future amendments, modifications, or re-numbering of that section].

## 33. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

## 34. OWNER'S ASSOCIATION

An Owner's Association (a/k/a Homeowner's Association) "Association" shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements and common easements. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each Lot owner shall be a member of the Association, and each Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer or future unplatted lands, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by the Developer constitute a majority.

C. Each Lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as. set forth below with respect to Racine County and/or the Village of Mount Pleasant, the personal obligation of the Lot owners, until paid. In the event Racine County and/or the Village of Mount Pleasant become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Village with respect to fees or assessments imposed by this Declaration. Further, in the event Racine County and/or the Village of Mount Pleasant become the owners of any

Lot through the tax delinquency process, neither the County nor the Village shall have any personal obligation for the payment of Association assessments.

D. "Special Assessments" may be made and levied by the Association against a patiicular Lot owner and his, her or their Lot (without levying against other Lots) for:

costs and expenses (anticipated or incurred) for repair of damage to common areas caused by or at the direction of the Lot owner or the family or guests of the Lot owner;

costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot owner;

interest due on general or special assessments;

all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration; and

costs, expenses and actual attorney's fees incurred in or in anticipation of any suit, action or proceeding brought against the Owner's Association

E. "General Assessments" may be made and levied by the Association equally against each Lot owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:-

maintenance repairs, upkeep or operation of common areas that may be acquired by the Association;

any insurance maintained by the Association;

taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

all costs and expenses for the operation and administration of the Association, including legal, management fees, bonding, insurance and other costs incident to the exercise of any of its powers or obligations;

costs and expenses for additional improvements to common areas beyond those installed by Developer and approved by the Association;

all items subject to special assessment which have not been collected from a Lot owner at the time such payments are due; provided that upon collection of the special assessment from that Lot owner, all other Lot owners shall receive an appropriate adjustment, reimbursement or credit

on future general assessments, as the Committee may determine, for payments made under this paragraph;

all damages, costs, expenses and attorney's fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by special assessment;

costs and expenses of service, if any, made available to all Lots and/or for any common area;

all other costs and expenses declared to be common expenses under this Declaration.

Each Lot owner shall promptly pay, when due, all general and special assessments levied by the Association against such owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or witho t interest). Time is of the essence with respect to all payments.

All co-owners of a lot shall be jointly and severally liable for all general and special assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot [whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise].

All general and special assessments which are not paid when due: shall bear interest at eighteen percent (18%) per annum until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot owner; by foreclosure or the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin.

The lien granted hereunder shall also cover and include all interest accruing on the delinquent assessments, plus costs, expenses and attorney's fees for collection.

The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments levied by the Association. They shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association shall have the right at any time to notify all Lot owners within the subdivision of the delinquency of any Lot owners.

F. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

G. In the event any further division of any Lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential Lots within the subdivision, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots in the subdivision.

## 35. LANDSCAPE ISLANDS AND OUTLOTS

Landscape Islands: Landscape islands located within cul-de-sacs are part of the right of way, which has been dedicated to the Village of Mt. Pleasant. While the lot owners in the Subdivision shall have no ownership interest in the landscape island, the planting located on the landscape islands shall be maintained in perpetuity by and at the expense of the Association. Any change to this restriction must be approved by the Association and the Village of Mt. Pleasant.

Outlets: The subdivision contains several common Outlot areas. The maintenance of these areas shall be the responsibility of the Association in perpetuity. Lot owners are advised to view the recorded plat for the subdivision for locations of wetland areas located within the common Outlots. These areas shall be maintained in perpetuity (as outlined elsewhere in these restrictions) as required by the Village of Mt. Pleasant, Racine County, Wisconsin Dept. of Natural Resources and /or the Army Corps. Of Engineers.

Landscape Islands and common Outlots are common areas for all of the Lots subject to this Declaration of Restrictions. . Developer, if directed by the Village of Mt. Pleasant, expressly retains the right to grant additional easements for the use of said Outlets.

Developer reserves the right to turn outlot 7 also known as basin #4 over the Settlement at Hoods Creek HOA.

## 36. EASEMENTS, PRESERVATION EASEMENTS AND WETLAND AREAS

Easements have been reserved for various public and semi-public purposes on the recorded plat as well as within separate recorded easement documents. Use of the easement areas is defined within the recorded documents and may further be defined by applicable local ordinances. Prior to construction of improvements, or disturbance of any easement area, each lot owner should carefully review all recorded easements and contact the Village for any ordinances.

Lands lying within any designated Preservation Easement (secondary environmental corridor, wetland, or floodplains) shall be preserved and protected by prohibiting the following: Grading, filling, tiling, draining, excavating and dredging; erecting any structures; removing or destroying any native vegetation, except diseased, non-indigenous or noxious weeds (as defined by local ordinances); introducing plants no

cultivating, or deposited yard waste of any type; and grazing of domesticated animals, where applicable.

Wetland areas, as located on the final plat, must maintain a twenty-five (25) foot "no disturbance" zone as shown on the final plat.

Settlement at Hoods Creek II contains lands located within the Federal Emergency Management Agency (FEMA) regulated Hoods Creek Floodplain, *as designated on the final plat.* Purchasers of these lots are advised that the construction, financing and insurance requirements on these residences may be adversely impacted by this designation and the purchaser may be required to obtain the necessary flood insurance coverage.

**Preservation Easements, wetland and floodplain restrictions are intended to run with the land for perpetuity and may not be altered or removed without prior review and written approval by the Village of Mt. Pleasant.**

## 37. MAINTENANCE OF DRAINAGE EASEMENTS, PONDS, COMMON AREAS, ENTRANCE SIGNAGE AND ISLANDS

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas, drainage easements (Exhibits **B-1** to B-9), ponds, street islands and subdivision entrance signage within the subdivision.

The engineering, surveying firm who designed the subdivision and prepared the construction plans:

**SEH**
501 Maple Ave
Delafield, WI 53018
(262) 646-6855

A copy of the Storm Water Management Practice Maintenance Agreement and Exhibits are attached as an addendum and are included as part of these Declaration of Restrictions. Responsibility for maintenance as described in the addendums, and in any similar agreements established with respect to future phases of The Settlement at Hoods Creek II development, is the responsibility of the Owners Association, and the owner's of all Lots subject to this Declaration of Restrictions (including but not limited to Lots hereinafter added by amendment to this Declaration of Restrictions), notwithstanding the fact that any such agreement, or any subdivision plat or certified survey map, lists specific Lot numbers for which the owners thereof constitute the responsible party.

Areas shown on Exhibits A-1 include basin areas#1,#3,#4and #9. These basins are outside of the recorded plat of Phase3. Ownership of these areas will remain with the developer or assigns until developer develops this area (if ever) or developer transfers full ownership to the Association. Because owners in Phase 3 and beyond benefit from the basin areas, the Owners Association is and will be required to maintain these ponds whether or not Phase 5 and beyond is developed.

Basin #4 Is designed to take water from addition #1, #2, #3 and #4. Basin #4 is to be maintained by Settlement at Hoods Creek II if Settle at Hoods Creek agrees to take over maintenance and ownership such transfer is to be allowed.

Subject to the provisions of Paragraph 38 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions and the ponds and all drainage easement areas within common areas. Maintenance of the ponds shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream therefrom; and dredging if and when necessary. In the event the Owner's Association does not properly landscape and/or maintain said items, the Village of Mount Pleasant may send written notice to the Association setting forth which of said items the Village of Mount Pleasant has determined are not properly landscaped and/or maintained, and stating that the Village of Mount Pleasant may perform such landscaping and maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of Sixty (60) days to correct the problem, unless the Village determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the Village determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Village of Mount Pleasant shall then have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to section 66.0627, Wis. Stats. If such charges are not paid by any Lot owner within the period fixed by the Village of Mount Pleasant, such charges shall become a lien upon the tax rolls as a delinquent tax against the Lot owner's Lot as provided in Section 66.0627, Wis. Stats.

## 38. DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day-to-day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day-to-day maintenance includes such items as cutting grass, raking leaves, removing fallen trees

and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Section 35, above.

## 39. RESTRICTED/PROHIBITED VEHICULAR ACCESS

Access to lots shall be restricted such that no driveway or vehicular access will be allowed within 35 feet of an intersection of two public roads. This setback will be measured from the intersecting road right of ways.

## 40. ADDITIONAL RESTRICTIONS APPLICABLE TO All Parcel

If Developer wishes to turn Settlement at Hoods Creek II over to Settlement at Hoods Creek such transfer shall be allowed. No vote by lot owners needed for this transfer. Developer will remain in full control of this HOA til such time that all lots have been sold and all land to the west has been developed.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 18th day of April 2024.

HCP2, LLC, (Developer)

By:_____

Jeff Badtke member

Acknowledgment

State of Wisconsin)
)SS.
Racine County)

Personally came before me this 23 Day of April, 2024, the above-named Jeff Badtke, to me Known to be the person who executed the foregoing instrument and acknowledged the same.

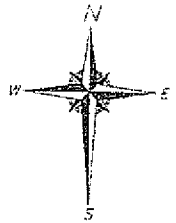
Notary public, Racine county, WI
My commission expires 1-26-26

DAVID W. MOYER NOTARY PUBLIC STATE OF WISCONSIN

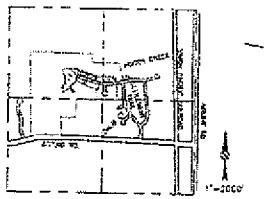
VOL. 34 PG 749

# SETTLEMENT AT HOODS CREEK ADDITION 3

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN




LOCATION MAP




SCALE: 1" = 50'

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, (NAD 1983) GRID NORTH ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 3-3-22 AS N89°17'59"E

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 01°00'00" AND MEASURED TO THE NEAREST 00°00'01"

GENERAL NOTES:

1. VILLAGE OF MOUNT PLEASANT IS GIVEN THE RIGHT TO ENTER UPON THE DRAINAGE EASEMENTS AND MAINTAIN THEM AT THE COST OF ALL LOT OWNERS OF LOTS 91 THRU 97, IF SAID OWNERS REFUSE OR NEGLECT TO MAINTAIN SAID DRAINAGE EASEMENTS.

2. ALL DRAINAGE AND STORM SEWER EASEMENTS ARE GRANTED TO THE VILLAGE OF MOUNT PLEASANT.

3. ALL LOTS ARE TO BE SERVED BY PUBLIC SANITARY SEWER AND MUNICIPAL PUBLIC WATER.

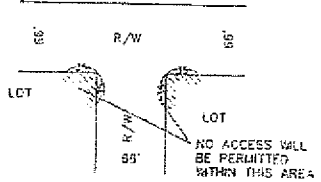
4. LOT OWNERS WILL BE PART OF THE HOA. THE HOA OWNS AND MAINTAINS OUTLOT 7 AND 8 OF SETTLEMENT AT HOODS CREEK ADDITION 1 AND OUTLOT 9 OF SETTLEMENT AT HOODS CREEK ADDITION 3.

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 December 19, 2023

Department of Administration

TYPICAL ACCESS RESTRICTION DETAIL



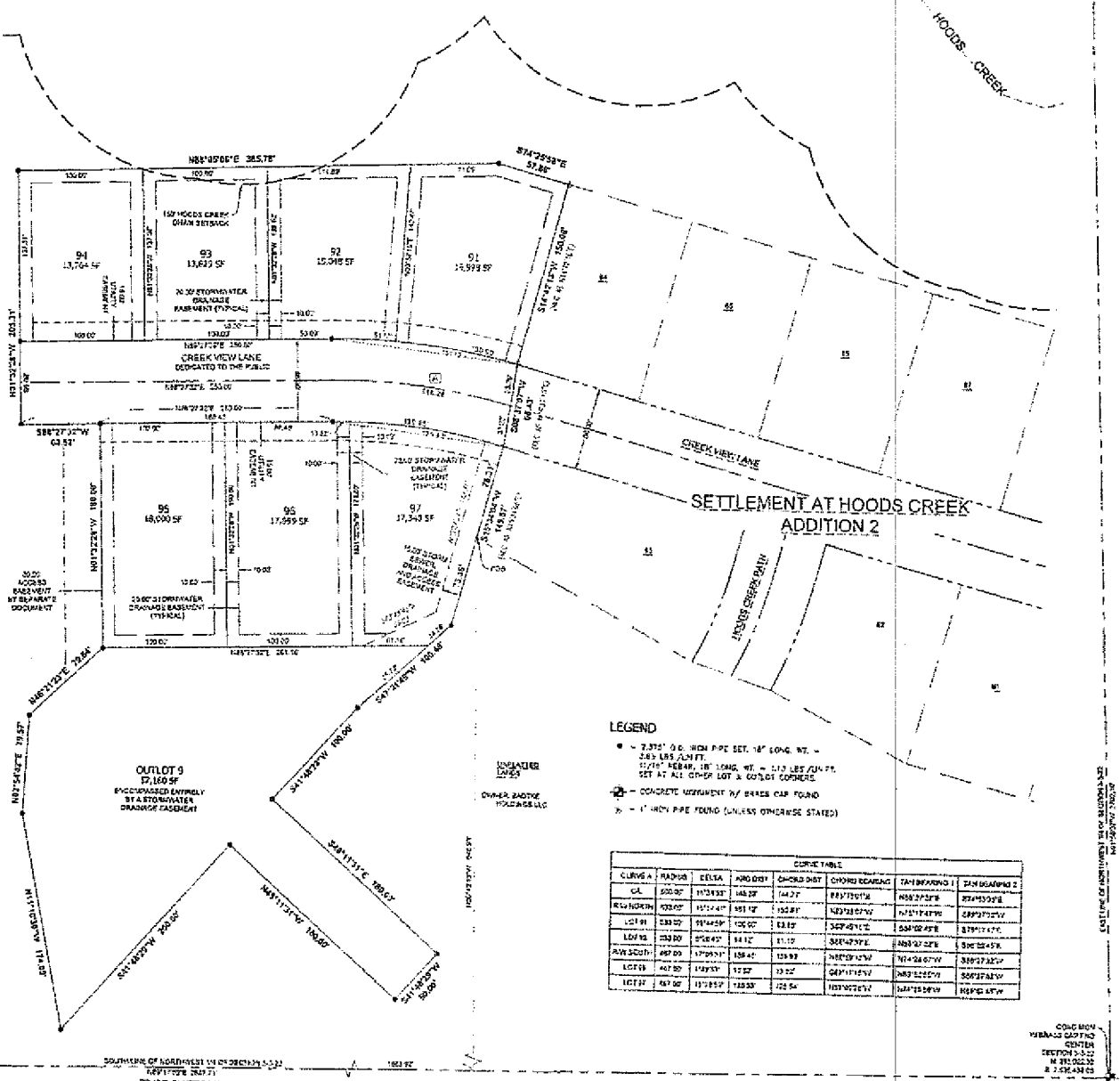




DATED THIS 6TH DAY OF DECEMBER, 2022
REVISED THIS 19TH DAY OF JANUARY, 2023
REVISED THIS 2ND DAY OF JUNE, 2023
REVISED THIS 11TH DAY OF OCTOBER, 2023
REVISED THIS 13TH DAY OF DECEMBER, 2023

SURVEYOR:
KEITH A. KINGRED, PLS S-2092
SEH INC.
601 MAPLE AVE
DELAFIELD, WI 53018
(414) 649-8319
KKINGRED@SEHINC.COM

SURVEY FOR:
RCP2, LLC
1585 200TH AVE.
UNION GROVE, WI 53182
262-206-4433




LEGEND

- = 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN.FT.
- = 5/8" REBAR, 18" LONG, WT. = 1.13 LBS./LIN.FT. SET AT ALL OTHER LOT & OUTLOT CORNERS.
- = CONCRETE MONUMENT W/ BRASS CAP FOUND
- = 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)

CURVE TABLE

| CURVE # | RADIUS | DELTA | ARC DIST | CHORD DIST | CHORD BEARING | TAN BEARING 1 | TAN BEARING 2 |
|---|---|---|---|---|---|---|---|
| C1 | 500.00' | 11°33'33" | 145.39' | 144.97' | S83°13'01"E | N89°00'12"E | S77°26'59"E |
| R/W NORTH | 433.00' | 11°33'33" | 651.12' | 150.81' | N83°13'01"W | N77°26'59"W | S89°00'12"W |
| LOT 91 | 533.00' | 10°44'59" | 100.00' | 53.85' | S36°49'31"E | S41°52'01"E | S31°06'32"E |
| LOT 92 | 533.00' | 9°26'47" | 84.12' | 81.19' | S46°42'57"E | N51°25'41"E | S41°52'01"E |
| R/W SOUTH | 467.00' | 17°39'33" | 158.41' | 157.73' | N83°13'01"W | N74°24'01"W | S89°57'25"W |
| LOT 93 | 467.00' | 1°43'55" | 12.65' | 12.65' | S64°11'51"E | S63°19'54"W | S64°11'51"E |
| LOT 97 | 467.00' | 15°15'52" | 138.59' | 138.14' | N55°19'55"W | N63°19'54"W | N48°03'57"W |

SEH
PHONE: 414.649.8500
601 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT BADTJ #168827

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

VOL 34 PG 758

# SETTLEMENT AT HOODS CREEK ADDITION 3

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 22 EAST, VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify:

That I have surveyed, divided and mapped a part of the Southeast 1/4 of the Northwest 1/4 of Section 3, Town 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin more particularly described as follows:

Part of the Southeast 1/4 of the Northwest 1/4 of Section 3, Town 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin bounded and described as follow:

Commencing at the West 1/4 corner of said Section 3; thence North 89°17'50" East along the South line of the Northwest 1/4 of Section 3 a distance of 1565.02 feet; thence North 00°42'10" West, 545.93 feet to the Southwest corner of Lot 63 of the Settlement at Hoods Creek Addition 2 and the point of beginning of the hereinafter described lands; thence South 15°40'04" West, 73.36 feet; thence South 47°21'49" West, 100.58 feet; thence South 61°48'29" West, 100.00 feet; thence South 28°11'31" East, 100.00 feet; thence South 41°48'29" West, 50.00 feet; thence North 48°11'31" West, 180.00 feet; thence South 41°48'29" West, 205.00 feet; thence North 11°13'30" West, 174.60 feet; thence North 02°54'42" East, 79.37 feet; thence North 68°21'27" East, 78.64 feet; thence North 01°25'29" West, 150.00 feet; thence South 88°32'32" West, 80.53 feet; thence North 01°32'28" West, 208.31 feet; thence North 88°52'08" East, 385.72 feet; thence South 74°29'48" East, 57.69 feet to the West line of Lot 64 of the Settlement at Hoods Creek Addition 2; thence South 14°42'13" West along said West line 150.05 feet to the North line of Creek View Lane; thence South 68°37'07" West, 66.43 feet to the South line of Creek View Lane and the Northeast corner of Lot 63 of the Settlement at Hoods Creek Addition 2; thence South 15°34'04" West, along the West line of said Lot 63 a distance of 78.51 feet to the point of beginning.

Containing 175,227 square feet, 4.505 acres

That I have made such survey, land divis on and plat by the direction of the owner(s) of said lands

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the divis on thereof made

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

Dated this 7th day of December, 2023.
Revised this 15th day of January, 2023.
Revised this 2nd day of June, 2023.
Revised this 1 ter day of October, 2023.
Revised this 13th day of December, 2023.

KEITH A. KINDRED S-2082 OSHKOSH, WI LAND SURVEYOR

Keith A. Kindred, PLS 2082

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 December 19, 2023

Department of Administration

## UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by
HCP 2, LLC, Grantor to
WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee,
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee,
and CHARTER COMMUNICATIONS OPERATING, 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 now or may hereafter be used, in, over, under, across, along and upon the property shown within the areas on this plat designated as "Utility Easement Areas" and the property designated on this plat as streets and alleys, whether public or private, together with the right to install service laterals extensions upon, across within, and beneath the streets of each lot to serve improvements thereon, or on adjacent lots; and the right to trim or cut trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree 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 Grantees or their agents. This restoration, however, does not apply to the initial installation of cables and ground equipment unless otherwise specified. Notice of grade changes, or breaches and cable TV facilities or their agents, shall not apply which may be required, at any time, pursuant to the rights herein granted. No structures shall be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. 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 Grantees. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

## CONSENT OF CORPORATE MORTGAGEE:

Adam Credit Union, a corporation duly organized and existing under and by virtue of the laws of the State of WI, mortgagee of the above described lands, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of HCP2, LLC, Owner.

IN WITNESS WHEREOF, the said Adam Credit Union has caused these presents to be signed by Scott Squire, and Edward Adam, its President, and its corporate seal to be hereunto affixed this 22 day of January, 2024.

In presence of:

Witness: Scott Squire

Witness: Edward Adam

STATE OF WI
RACINE COUNTY SS

Personally came before me this 22nd day of January, 2024 the above named Scott Squire, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Sign: Katie A Beyer

KATIE A. BEYER
NOTARY PUBLIC
STATE OF WISCONSIN

Notary Public: Kenosha Co
My commission expires: 5-19-24

## LIMITED LIABILITY OWNER'S CERTIFICATE OF DEDICATION:

HCP2, LLC, limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, hereby certifies that it has caused land described on this plat to be surveyed, divided, mapped and dedicated as represented on this Plat.

HCP2, LLC does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1) Department of Administration
2) Racine County
3) Village of Mount Pleasant

In Witness Whereof, the said HCP2, LLC has caused these presents to be signed by Jeff Peterik, its Owner and its seal to be affixed at Salem Lakes, Wisconsin on this 22 day of January, 2024.

Jeff Peterik, Owner
HCP2, LLC

STATE OF WISCONSIN)
COUNTY OF RACINE) SS

Personally came before me this 22 day of January, 2024 Jeff Peterik, as the member of HCP2, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Scott W Squire
Printed Name

Notary Public: Kenosha Co
My commission expires: 6/9/2024

SCOTT W. SQUIRE NOTARY PUBLIC STATE OF WISCONSIN

## VILLAGE'S CERTIFICATE:

We hereby certify that the plat of SETTLEMENT AT HOODS CREEK ADDITION 3 in the Village of Mt. Pleasant submitted for approval by HCP2, LLC, owner of said lands, was approved by the Village Board of the Village of Mt. Pleasant on this 18 day of January, 2024 and that any and all conditions of such approval have been satisfied.

Jill Fiskus, Village Clerk/Treasurer

STATE OF WISCONSIN
COUNTY OF RACINE) SS

Personally came to me this 18th day of January, 2024 Jill Fiskus, Village Clerk/Treasurer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Mary A Cole
Printed Name

Notary Public: Mary A Cole
My commission expires: 4/13/24

MARY A. COLE NOTARY PUBLIC STATE OF WISCONSIN

## CERTIFICATE OF FINANCE DIRECTOR:

STATE OF WISCONSIN
RACINE COUNTY SS

Jill Fiskus, being the duly appointed, qualified and acting Finance Director of the VILLAGE OF MOUNT PLEASANT do hereby certify that in such capacity and in connection with the request to the Village Board for approval of the plat of SETTLEMENT AT HOODS CREEK ADDITION 3 I find that as of January 18, 2024 no unpaid current or delinquent special assessments or special charges or special taxes against any of the lands included in the plat of SETTLEMENT AT HOODS CREEK ADDITION 3.

Dated 1/18/24

Jill Fiskus, Village Clerk/Treasurer and Finance Director

## CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN
RACINE COUNTY SS

I, Jill Fiskus, being duly elected, qualified and acting Treasurer of Racine County, do hereby certify that in accordance with the records in my office there are no unredeemed tax sales and no unpaid taxes or special assessments as of 1/29/2024 affecting the lands included in the plat of SETTLEMENT AT HOODS CREEK ADDITION 3.

Dated 1/29/2024

Racine County Treasurer - Jill Fiskus

## STORMWATER MANAGEMENT NOTES

1) THE LOT OWNERS OF LOTS 61 THROUGH 64 IN SETTLEMENT AT HOODS CREEK ADDITION 3, THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS "THE RESPONSIBLE PARTIES") SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER MANAGEMENT MEASURES.

2) THE RESPONSIBLE PARTIES SHALL MAINTAIN THE STORMWATER MANAGEMENT MEASURES IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN.

3) THE LOCAL MUNICIPALITY IS AUTHORIZED TO ACCESS THE PROPERTY TO CONDUCT INSPECTIONS OF STORMWATER PRACTICES AS NECESSARY TO ASCERTAIN THAT THE PRACTICES ARE BEING MAINTAINED AND OPERATED IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN.

4) THE RESPONSIBLE PARTIES, ON AN ANNUAL BASIS, SHALL PROVIDE MAINTENANCE OF EACH STORMWATER MANAGEMENT MEASURE, INCLUDING BUT NOT LIMITED TO, REMOVAL OF DEBRIS, MAINTENANCE OF VEGETATIVE AREAS, MAINTENANCE OF STRUCTURAL STORMWATER MANAGEMENT MEASURES AND SEDIMENT REMOVAL.

5) UPON NOTIFICATION OF THE RESPONSIBLE PARTIES BY THE LOCAL MUNICIPALITY, OF MAINTENANCE PROBLEMS WHICH REQUIRE CORRECTION, THE SPECIFIED CORRECTIVE ACTIONS SHALL BE TAKEN WITHIN A REASONABLE TIME FRAME AS SET BY THE LOCAL MUNICIPALITY.

6) THE LOCAL MUNICIPALITY IS AUTHORIZED TO PERFORM THE CORRECTIVE ACTIONS IDENTIFIED IN THE INSPECTION REPORT IF THE RESPONSIBLE PARTIES DO NOT MAKE THE REQUIRED CORRECTIONS IN THE SPECIFIED TIME PERIOD. THE COSTS AND EXPENSES SHALL BE ENTERED ON THE TAX ROLL AS A SPECIAL ASSESSMENT AGAINST THE PROPERTY AND COLLECTED WITH ANY OTHER TAXES LEVIED THEREON FOR THE YEAR IN WHICH THE WORK IS COMPLETED.

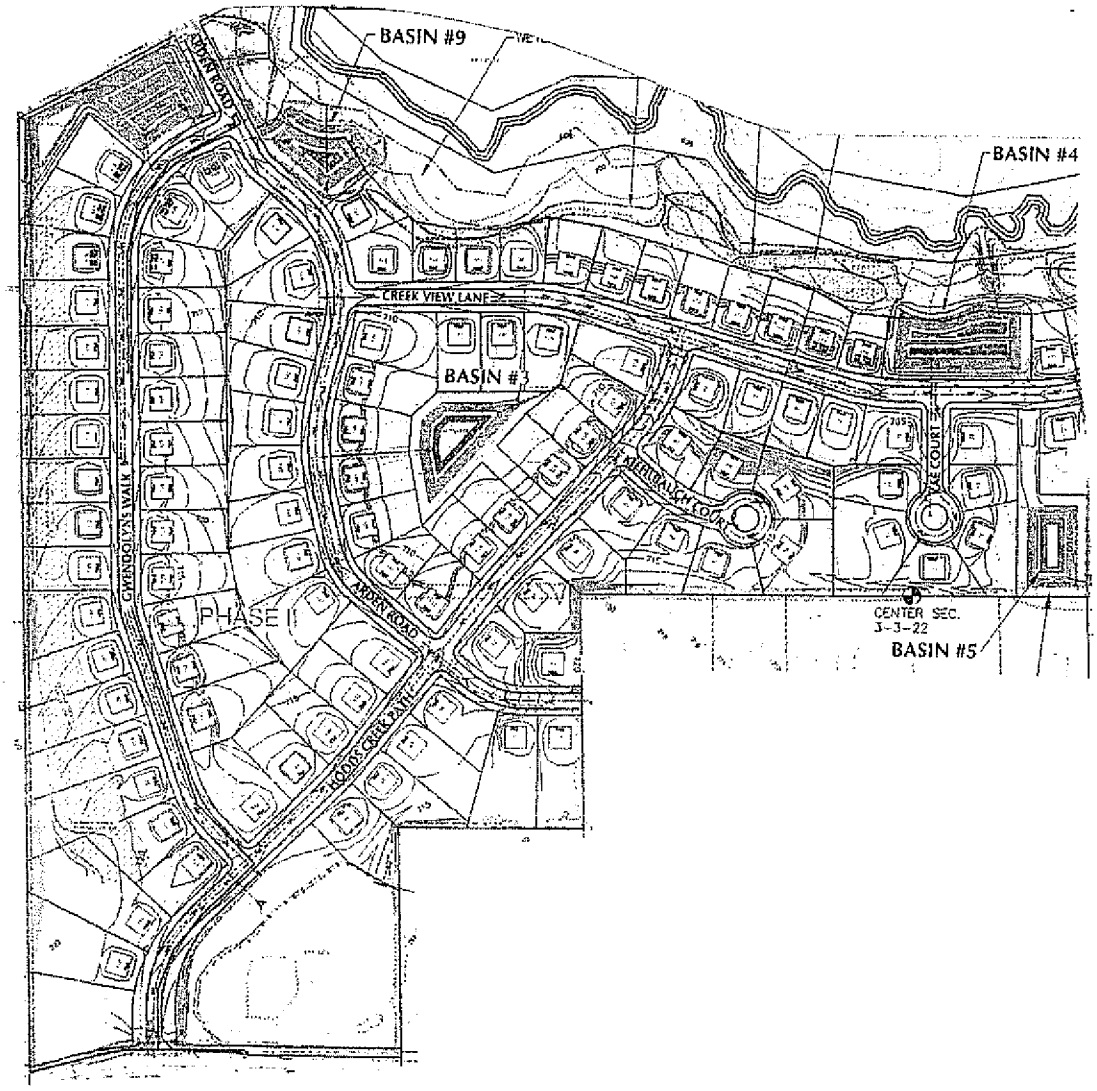
| PARCEL ID # | TAX KEY # |
|---|---|
| LOT 61 | 151-3223-034-9110 |
| LOT 62 | 151-3223-034-9120 |
| LOT 63 | 151-3223-034-9130 |
| LOT 64 | 151-3223-034-9140 |
| OUTLOT 1 | 151-3223-034-9150 |
| OUTLOT 2 | 151-3223-034-9160 |


SEH
PHONE 414.548.5062
601 MAPLE AVENUE
DELAFIELD, WI 53318-1351
www.sehinc.com
PROJECT BADTJ #168827

SURVEYOR:
KEITH A. KINDRED, PLS 042
SEH, INC.
601 MAPLE AVE
DELAFIELD, WI 53318
(414) 548-5918
KKINDRED@SEHINC.COM

SURVEY FOR:
HCP2, LLC
1565 200TH AVE
UNION GROVE, WI 53182
262-206-4433


THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS


BASIN #9
BASIN #4
CREEK VIEW LANE
BASIN #3
ARDEN ROAD
GWENDOLYN'S WALK
PHASE II
ARDEN ROAD
HOODS CREEK PATH
CENTER SEC.
3-3-22
BASIN #5