

DECLARATION OF ENVIRONMENTAL COVENANTS AND RESTRICTIONS

For

GREENVIEW MEADOWS SUBDIVISION

THIS DECLARATION OF ENVIRONMENTAL COVENANTS AND RESTRICTIONS (the "Environmental Deed Restrictions"), by Saelens Corporation ("Declarant"), dated as of the 23 day of October, 2004, sets forth the conditions, restrictions, easements, reservations and rights that shall apply to the lot (singularly the "Lot", collectively the "Lots") listed on the recorded plat for property owned by Declarant for purposes of the Greenview Meadows Subdivision (as described in the legal description attached hereto as Exhibit 1), in the Village of Sullivan, Jefferson County Wisconsin.

WHEREAS, Declarant desires to create a residential conservation community called Greenview Meadows with natural open space areas held in common for all residents, where residents appreciate and care for the natural environment, and where the unique natural, ecological, and scenic resources are maintained for the benefit of the Owners (as hereinafter defined) and the community; and

WHEREAS, Declarant will prepare a uniform comprehensive plan to manage and protect the Open Space Areas, as herein defined;

NOW THEREFORE, Declarant hereby declares that the following conditions, restrictions, easements, reservations and rights which affect the Open Space Areas and each Lot on the Property are necessary to protect the value and desirability of each Owner's property and the Subdivision, and to promote environmentally sound living practices; and further declares that such conditions, restrictions, easements, reservations and rights as set forth in this Declaration shall apply to the Property as stated herein and shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any portion thereof; all as further set forth below:

ARTICLE 1

DEFINITIONS

1.1 **Bio-Filtration Area(s)** means the area(s) of the Property designed or designated for stormwater management and water quality enhancement and designated as such herein or by Declarant which may include created wetlands, uplands and fringe areas that buffer natural resource areas from developed areas.

1.2 **Conservation Easement** means a non-possessory interest in real property designed to protect natural, scenic and open space values in perpetuity as defined in Wis. Stat. §700.40 (Uniform Conservation Easement Act) and Section 170(h) of the Internal Revenue Code.

- 1.3 **Declarant** means Saelens Corporation in the role as the entity which declares and imposes these Environmental Covenants and Restrictions on the Property and or its assigns.
- 1.4 **Developer** means Declarant in its role as developer of the Greenview Meadows Subdivision and or its assigns.
- 1.5 **Homeowners Association** means the Greenview Meadows Homeowners Association, Inc.
- 1.6 **Improvements** means any and all of the following, regardless of whether permanent or temporary in nature or usage: buildings, outbuildings, sheds, exterior lighting or electric fixtures, antenna including dish receivers and towers, pools, pet kennels, houses or runs, screened or other type porches, patios or gazebos, fences, and Landscaping.
- 1.7 **Landscaping Plan** means the plan for planting, care and maintenance of vegetation, plantings, trees, shrubs and groundcover submitted by Owner for approval by the NRS Committee. The Landscaping Plan shall include integration of Native Landscaping, as appropriate to the Lot.
- 1.8 **Landscaping** means the vegetation, plantings, trees, shrubs and groundcover on a Lot, all of which must be approved by the NRS Committee, and may, but is not required to, include Native Landscaping.
- 1.9 **Handbook** means a handbook or set of documents provided to the Owner which describes how to perform environmentally sound land management, including Landscaping and Native Landscaping, in keeping with the General Purpose of this Declaration described in Section 2.1 hereof.
- 1.10 **Lot** means any platted lot or outlot shown on the recorded plat of the Property.
- 1.11 **NRS Committee** means the Natural Resources Stewardship Committee, as further described in Article 3. Its obligations with respect to each Lot, excluding Open Space Areas, are to
- (a) review, approve and assure conformity with the Landscaping Plan; and
 - (b) assure conformity with the Stewardship Plan.
- 1.12 **Native Landscaping** means plantings of indigenous trees, native grasses, shrubs, and herbaceous plants on a Lot using species from wetlands, prairies, savannahs, lakeshores, rivers and other natural resource systems.
- 1.13 **Nature Preserve(s)** means such area(s) of the Property as may be designated herein or by Declarant based on a determination that the ecological and natural resource features are appropriate for protection, restoration, and monitoring; such portions of the Property may also, but are not required to, be protected by a Conservation Easement.

- 1.14 **Open Space Area(s)** means the Bio-Filtration Area(s), Nature Preserve(s) and Recreational Trail Area(s), individually or together, as defined herein.
- 1.15 **Owner** means the person or persons, including any business organization, having the power to convey the fee simple title or land contract vendee's interest to a given Lot.
- 1.16 **Property** means the entire property owned by the Developer for purposes of this Subdivision, regardless of whether it is platted or unplatted, as described in the legal description attached hereto as Exhibit 1.
- 1.17 **Recreational Trail Area(s)** means pedestrian and/or bicycle trails on the Property as may be designated herein or by Declarant, and which may be established as either private or public. Pedestrian trails and bicycle trails may be managed according to different management plans appropriate to the surface material used and the adjacent vegetation.
- 1.18 **Stewardship Plan** means the plan created by Declarant which guides the restoration, management and monitoring of the ecology and natural resources in the Subdivision.
- 1.19 **Subdivision** means the Property and Improvements thereon, whether developed in a single or two or more phases, all of which are intended to be subject to this Declaration upon the platting thereof consistent with the provisions of Wis. Stat. Chapter 236.

ARTICLE 2

GENERAL PROVISIONS

- 2.1 **General Purpose.** The express purpose of this Declaration is to assure that the Subdivision will become and remain an attractive community in which the health, integrity and natural beauty of the natural resources and ecological system are protected and enhanced to the benefit of the Subdivision, the Owners, and members of the general public in the surrounding community. This Declaration is made to ensure that the Landscaping and Native Landscaping within the Subdivision, on the Lots and in Open Space Areas, are consistent with that purpose.
- 2.2 **Use Restrictions.** Each Lot and any Improvements located thereon shall be used exclusively for single-family residential purposes in a manner consistent with the General Purpose of this Declaration.
- 2.3 **Phased Development.** The Subdivision may be developed in one or more phases, each of which shall be subject to the terms and conditions of this Declaration. In the event the entire Property is not subject to a single plat of subdivision, when the Developer records the plat of subdivision for a subsequent phase or phases the Developer shall specify on that plat that it is subject to this Declaration. Restoration and management for purposes of protecting and enhancing the natural resources and ecology of the Property may be initiated and completed on a schedule which is different from the schedule for development of the Lots.

ARTICLE 3NATURAL RESOURCES STEWARDSHIP COMMITTEE

3.1 **Committee Composition and Selection.** The Natural Resources Stewardship Committee (NRS Committee) shall consist of the Board of Directors of the Greenview Meadows Homeowners Association, Inc.

3.2 **NRS Committee Charge and Authority.** The charge of the NRS Committee is to a) approve Landscaping Plans for all Lots or portions thereof which are within 50 feet of any specific Open Space Area, and the Landscaping Plans for the Open Space Areas in General, b) monitor and enforce conformity with the Stewardship Plan on all Lots, and c) monitor and enforce conformity with the General Purpose of this Declaration. The NRS Committee is authorized to work with a qualified ecologist to advise and assist the Committee in carrying out its obligations. The NRS Committee shall assess an annual fee against each Lot to pay for the perpetual restoration, maintenance and monitoring of the Open Space Areas.

3.3 **Procedure for NRS Committee Review and Approval.**

(a) An Owner desiring to implement or significantly alter a Landscaping Plan upon a Lot or portions thereof which are within 50 feet of any specific Open Space Area or upon the Open Space Areas in general shall deliver the Proposed Landscaping Plan, as described in Section 3.4 below, to the NRS Committee for its consideration.

(b) The NRS Committee shall inform the Owner in writing when the Proposed Landscaping Plan submittal is deemed complete. Within thirty (30) days thereafter, the NRS Committee shall review the Proposed Landscaping Plan, approve, conditionally approve, or reject it, and notify the Owner in writing of the decision. If the NRS Committee does not so notify the Owner within such thirty (30) day period, the Proposed Landscaping Plan shall be deemed approved.

(c) In carrying out its obligations, the NRS Committee may establish criteria to allow alterations to an approved Landscaping Plan to be implemented without further NRS approval.

3.4 **Proposed Landscaping Plan Submittal to NRS Committee.**

(a) The Proposed Landscaping Plan submitted to the NRS Committee shall include the following information: (1) a Landscaping Plan, or proposed alterations to an approved Landscaping Plan, showing proposed plantings, restoration and maintenance plans; and (2) such other relevant plans, specifications, information or detail which the NRS Committee may reasonably request.

(b) In addition, any Proposed Landscaping Plan related to any Lot which abuts the Bio-Filtration Area or Nature Preserve shall show how the Landscaping and/or Native

Landscaping will harmonize with the habitat of that Open Space Area, and shall include means to minimize any adverse impact on and to support ecological and natural resources stewardship of the habitat of that Open Space Area.

(c) In addition, any Proposed Landscaping Plan related to any Lot which requires special grading, as shown on the master grading plan of the Village of Sullivan on file in the Village engineer's office or as designated by the Developer, shall incorporate such special requirements.

3.5 Standards of Review. The NRS Committee shall review the Proposed Landscaping Plan for conformity with the elements of the Stewardship Plan applicable to Lots or portions thereof which are within 50 feet of any specific Open Space Area or the Open Space Areas in general and the requirements of this Declaration. The NRS Committee may approve or conditionally approve the Proposed Landscaping Plan; it may also reject it if a majority of the NRS Committee members, as advised and assisted by any retained professional ecologist, determine it (a) does not conform to the Stewardship Plan; or (b) is otherwise not in conformity with this Declaration.

3.6 Fees. The Committee, by majority vote, may from time to time adopt or revise a fee schedule designed to defray the committee's out-of-pocket costs incurred in connection with its review of Proposed Landscaping Plans.

ARTICLE 4

PROTECTION AND USE OF OPEN SPACE AREAS

4.1 Grant of Easements for Use and Enjoyment of Open Space Areas. Declarant grants to all Owners easements for the use and enjoyment in, to, over, across and upon the Open Space Areas, subject to the restrictions provided in this Declaration, provided no use shall be made of the Open Space Areas which is inconsistent with the General Purpose of this Declaration. Such inconsistent uses include but are not limited to mowing grass, disposing of animal wastes, removing planting or altering vegetation, applying chemicals, or disposing of grass clippings.

4.2 Limitation on Liability for Open Space Areas. Use of any Open Space Area by Owner or Owner's invitee, guest, tenant, or agent, or by any person shall be at the risk of the person, and Declarant, its successors or assigns shall not be responsible for any injury, loss or damages, or any claim related to or arising therefrom. Owner agrees to indemnify and hold harmless Declarant, Developer, the Homeowners Association, their successors or assigns for any injury, loss or damage relating to or arising from use of any Open Space Area(s) by an Owner or an invitee, guest, tenant, or agent of Owner.

4.3 Recreational Trail Area. Declarant shall use its best efforts to connect the public Recreational Trail Area to any other trails in the vicinity of the Property to allow and provide for greater access to and enjoyment by the Owners.

4.4 Use of Recreational Vehicles Prohibited in Open Space Areas. No snowmobile, all terrain vehicle (ATV), or similar motorized recreational vehicle may be operated on any Open Space Area, except to the extent the use of any such vehicle is required for maintenance or for the transportation of the physically disabled.

4.5 Commercial and Industrial Activity Prohibited in Open Space Areas. No commercial or industrial activity may be undertaken on any Open Space Area, nor shall any right of passage across or upon the Property be allowed or granted in conjunction with authorized commercial or industrial activity which could reasonably be expected to interfere in any manner with any Open Space Area(s) as contemplated herein. Use of the public Recreational Trail Area to connect to other public trails is excluded from this prohibition. Nothing herein prohibits development of a community garden(s).

4.6 Drawdown or Pumping of Water. Except for water which may be pumped onto a Lot by the sump pump located in the basement of a residence located thereon which may drain into an Open Space Area, no Owner may draw water from or pump water directly into any Open Space Area.

4.7 Grades and Drainage. Declarant reserves the exclusive right to establish grades and slopes, drainage easements and retention ponds on the Property and to establish the grade for any dwellings erected or placed on the Property. No portion of any Lot shall be filled, graded or regraded without the written consent of Declarant. No Owner may alter the grade or slope of any Lot or change the direction of, obstruct or retard flow of surface water drainage, dig a pond (except for rain gardens to intercept sump pump and gutter runoff), or interfere in any way with the established drainage pattern within the Property unless adequate provision is made for proper drainage and such alteration is first approved in writing by the Declarant until the last Lot owned by Declarant is sold, and thereafter by the NRS Committee. No trees or shrubs shall be planted in any drainage easement.

ARTICLE 5

MAINTENANCE OF LOTS AND OPEN SPACE AREAS

5.1 Maintenance of Lots. (a) Each Lot shall be maintained by Owner at Owner's sole expense. All Landscaping and Native Landscaping shall be kept in good repair and clean condition, including without limitation, the mowing of lawns, trimming of plants, care for Landscaping and Native Landscaping, repainting and repair of structures, removal of snow and ice from drive and walk areas, repair and/or replacement of drive and walk surfaces, and such other measures necessary to maintain a clean and orderly environment within the Subdivision in accordance with the General Purpose of this Declaration. No existing live tree with a diameter of eight inches or more, at a height of four feet above the ground shall, without the approval of the NRS Committee, be cut down, destroyed, mutilated, moved or disfigured unless such tree has suffered extensive damage through an accident or act of God. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on a Lot, except in sanitary containers and with no undue accumulation. If any public sidewalk is

extended through the Subdivision, each Owner shall at its own expense keep the portion of any such sidewalk which is adjacent to the Owner's Lot free of snow and ice.

(b) Following reasonable notice to the Owner, duly authorized representatives of the NRS shall have the right to enter an Owner's Lot and take such actions as are necessary to assure compliance with the provisions of this Section 5.1(a) at the Owner's expense. Such right of action by the NRS is separate and independent from, and in addition to, the rights of enforcement set forth in Section 6.2.

5.2 Handbook. The Handbook shall be provided to each Owner to assist in understanding and implementing opportunities for environmentally sound management of each Lot.

5.3 Minimization of Fertilizers, Pesticides and Chemicals. Each Owner shall minimize the use of fertilizers, pesticides, de-icing salts and other chemicals on its Lot in order to avoid or minimize any damage which could be done to Native Landscaping, Landscaping, Open Space Areas, wetlands, streams and other natural resources. Information on alternatives will be included in the Handbook provided to each Owner.

ARTICLE 6

MISCELLANEOUS

6.1 Term and Amendment. This Declaration and all terms and conditions hereof shall constitute covenants and restrictions running with the lands described on Exhibit A forever, and shall be binding upon all persons claiming an interest in a Lot or any portion of the Property. Until all Lots subject to this Declaration have been sold by Developer, subject to Developer's reserved rights this Declaration may be amended by recording a written instrument executed by or on behalf of the Owners of at least seventy percent (70%) of the Lots subject to this Declaration, one of which Owners must be Developer. After all Lots subject to this Declaration have been sold by Developer, this Declaration may be amended by recording an instrument executed by or on behalf of the Owners of at least seventy-five percent (75%) of the Lots subject hereto. Each Owner shall have the right to cast one vote for each Lot owned by that Owner. Developer shall have the right to assign, by written assignment recorded in the office of the Register of Deeds for Jefferson County, Wisconsin, any and all rights specifically reserved to Developer under this Declaration.

6.2 Enforcement.

(a) Except as specifically provided in Section 6.2(b), the NRS Committee shall have the sole right to enforce this Declaration or any NRS Committee order with respect to any Lot, excluding Open Space Areas, by proceeding in a court of competent jurisdiction against any person or persons to obtain such relief as is deemed appropriate; such relief may include, without limitation, an injunction against any noncompliant Landscaping and the requirement that the Owner remedy same at Owner's sole expense, recovery of damages, or both. In the event of an alleged violation of the terms of this Declaration or any NRS Committee order, the NRS

Committee shall give the Owner written notice of the alleged violation and thirty (30) days in which to cure such violation to the satisfaction of the NRS Committee. In the event the Owner fails to cure, or in the event of alleged violations or other matters not susceptible to cure in such time period, the NRS Committee may initiate appropriate legal action. If damages are awarded by the court, they shall be distributed as follows: first, to pay the costs of the enforcement action, including attorneys fees; second, to the Owner of any Lot found to be uniquely damaged by the violation to remedy or reimburse the Owner for that damage; and third, to the Open Space Areas Account.

(b) Any Owner aggrieved by an occurrence on another Lot, excluding Open Space Areas, which is alleged to violate this Declaration may file a written petition requesting the NRS Committee to redress such alleged violation. From the date of filing of such petition with the NRS Committee, the NRS Committee shall have thirty (30) days in which to take the action it deems appropriate. Thereafter, in the event the NRS Committee denies the petition or otherwise fails to act thereon to the satisfaction of the petitioner, the petitioner may enforce the terms of this Declaration by proceeding in a court of competent jurisdiction to obtain such relief as is deemed appropriate, which relief may include, without limitation, an injunction against such alleged violation, recovery of damages, or both.

(c) Each remedy set forth in this Section 6.2 shall be in addition to all other rights and remedies available at law or equity. The election of one remedy by the NRS Committee shall not constitute the waiver of any other, nor shall any forbearance or failure by the NRS Committee to exercise any right or remedy for any alleged violation be deemed a waiver of such right or remedy, unless a written waiver is issued by the NRS Committee.

6.3 **Acceptance.** By acceptance of a deed to a Lot within the Property, each Owner shall be deemed to approve and consent to be bound by this Declaration and all terms, conditions and covenants contained herein.

6.4 **Severability.** Invalidation of any one provision of this Declaration by judgment or order of a court of competent jurisdiction shall not affect any other provision of this Declaration, and all other provisions shall remain in full force and effect.

6.5 **Nonforfeiture.** A violation of any of the terms, conditions or covenants of this Declaration shall not result in a forfeiture of or reversion of title to any Lot in the Subdivision.

6.6 **Developer's Reserved Rights.**

(a) Developer hereby reserves the right to grant and convey easements to the Village of Sullivan or any public or private utility company over, through, or across any portion of the Subdivision, however, no such grant shall unduly restrict the buildable area on any Lot or Owner's Property. Such easements may include, without limitation, municipal water, sewer, gas, electric, cable television or any and all other utilities, including installations for purposes of facility drainage of storm or surface water (Utility Easement). Each such Utility Easement may be granted by Developer in its own name without the consent and approval of any Owner until

such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision.

(b) Developer further reserves the right, but is under no obligation, to enter into a Conservation Easement(s) with respect to one or more portions of the Property.

(c) Developer further reserves the right, but is under no obligation to, establish one or more portions of the Property as Bio-Filtration Area(s), Nature Preserve(s), or Recreational Trail Area(s).

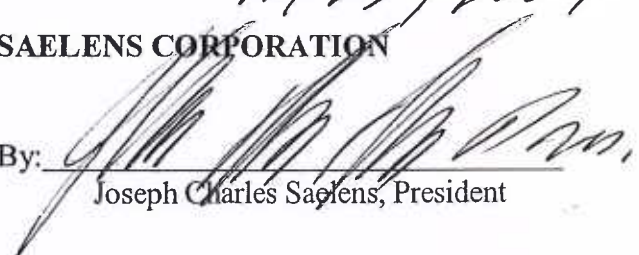
6.7 Right and Duties of Declarant. At such time as chosen by Declarant, all of Declarant's rights, duties, obligations and responsibilities hereunder may be assigned and transferred by Declarant to the Homeowners Association which shall then assume such rights, duties, obligations and responsibilities.

6.8 Disclaimer. Notwithstanding any provision of this Declaration, Developer shall be under no obligation to develop or plat any portion of lands described on Exhibit 1 which is not platted as of the date of the recording of this Declaration. Developer hereby reserves the right to remove from the provisions of this Declaration any such unplatted lands described on Exhibit A by recording an instrument in the office of the Register of Deeds for Jefferson County, Wisconsin, describing the lands so removed.

6.9 Governing Law. This Declaration shall be governed by the laws of the State of Wisconsin.

Executed at Jefferson County, Wisconsin, as of the day, month and year set forth below.

10/23/2004
SAELEN CORPORATION

By: 

Joseph Charles Saelens, President

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ACKNOWLEDGMENT

STATE OF WISCONSIN)
 Jefferson) SS.
COUNTY OF ~~WAUKESHA~~)

Personally came before me this 23 day of October, 2004, the above named Joseph Charles Saelens, as President of Saelens Corporation to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Jim K Kowalkowski
Notary Public, State of Wisconsin
My commission 8-19-07.

This instrument was drafted by
and should be returned to:
Pamela L. Gergens
Michael Best & Friedrich LLP
100 East Wisconsin Avenue, #3300
Milwaukee, Wisconsin 53202

EXHIBIT 1
Legal Description

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Being a part of the SE 1/4 and SW 1/4 of the NE 1/4 of Section 3, T6N, R16E, Village of Sullivan, Jefferson County, Wisconsin, more fully described as follows:

Commencing at the SE corner of the NE 1/4 of said Section 3; thence N.00°-30'-39"W., along the west line of said NE 1/4, 360.34 feet to a point on the northerly right-of-way line of the State of Wisconsin, Department of Natural Resources Trail and point of beginning; thence west along said north line 1177.26 feet to a point on the easterly line of the alley as recorded in W.M. Frank's Addition; thence N.26°-23'-30"W., along said line, 724.34 feet to a point; thence N.63°-52'-25"E., 182.14 feet to a point; thence N.23°-46'-50"W., 184.00 feet to a point; thence N.56°-22'-52"E., 112.02 feet to a point at the SW corner of Outlot 1 of the Meadows of Sullivan; thence along the southerly line of the Meadows of Sullivan, and the Replat of the Meadows of Sullivan, N.89°-26'-58"E., 1308.01 feet to a point on the East line of the NE 1/4 of said Section 3; thence S.00°-30'-39"E., along said East line, 972.06 feet to the point of beginning. Said lands containing 1,301,823 square feet (29.89 acres).