DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MISSION HILLS ADD'NS #1 THROUGH # 3 SUBDIVISIONS LOCATED IN THE LAND DESCRIBED HEREIN

This declaration is made by 39th Avenue Partnership, hereinafter called "Developer", and owner of certain properties in Kenosha County, Wisconsin.

WITNESSETH;

That the Developer holds title, individually and as agent, to certain properties in the Village of Pleasant Prairie, Kenosha County, Wisconsin, described on attached Exhibit "A", hereinafter called the "properties".

That the Developer, hereby declares that said properties are subject to the following reservations, obligations, easements, building lines, setbacks, building restrictions, conditions and agreements; that the same shall inure to the benefit of said properties, part and parcel, as hereinafter provided.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following definitions:

1.1 "DEVELOPER" shall mean 39TH Avenue Partnership, a Wisconsin Partnership.

1.2 "ASSOCIATION" shall mean and refer to the Mission Hills Homeowner's Association For Add'ns # 1 Through #3, Inc..

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

1.4 "COMMON AREAS" shall mean and refer to all easements for the benefit of the Association shown on the recorded plat. The Properties or so described as to use in this Declaration or in a deed or other conveyance from Developer, and Improvements thereon or other general improvements wherever located (such as the street signage and entrance marker), which are intended to be devoted to the common use, benefit and enjoyment of the Owner's of The Properties.

1.5 "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision of The Properties, with the exception of Common Areas.

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

1.7 "MEMBER" shall mean and refer to all those Owners who are Members of the Association as provided In "By-laws of Mission Hills Homeowners Association For Add'ns #1 Through #3, Inc.".

1.8 "BUILDING CONTROL COMMITTEE" (also known as Architectural Control Committee) The initial Building Control Committee shall be composed of Henry K. Osburn and Michael S. Lawrence. In the event it shall become necessary to appoint a successor member, the remaining members shall designate such successor. Neither a member of the committee nor any representative shall be entitled to any compensation for services performed. The Building Control Committee shall govern until the entire Subdivision buildout has been completed. The Building Control Committee may also be designated by the abbreviated for "B.C.C.".

1.8A PROCEDURE - All requests for written consent from the B.C.C. as required in this Declaration of Restrictions and Easements shall be in writing. A consent from the B.C.C. to be valid must be in writing and signed by a majority of its members or its designated representative. No variance from the restrictions contained in this Declaration shall be permitted without first obtaining a valid consent.

1.8B The home site owner shall submit two (2) sets of final plans and two copies of the application. After review by the Committee and final determination of all required modifications, one set of all documents will be returned to the home site owner marked "Approved as Noted," or "Resubmit" with the Committee comments attached. Only items to be extensively modified need to be re-submitted.

1.8 C The B.C.C. has given the authority to the Village of Pleasant Prairie to reject any plan which is not reviewed and approved in writing by the B.C.C.

The address of the Building Control Committee is:

39th Ave. Partnership
5008 Green Bay Rd.
Kenosha, WI 53144
(414) 654-1220

1.9 "STREET YARD" a yard extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the existing or proposed street centerline or right-of-way line, whichever is more as required by the district regulations and a line parallel thereto through the nearest point of the principal structure. Corner lots and through lots shall have two such yards.

ARTICLE II
PROPERTY SUBJECT TO THE DECLARATION

2.1 The following property shall be subject to this declaration: (See attached Exhibit "A")

2.2 Amendments: The additions authorized herein shall be made by filing for record a Supplemental Declaration approved by the Village with respect to Mission Hills Subdivision Add'ns #2 & #3 which shall extend the scheme of the restriction and covenants of the Declaration to such property, including increasing the number of members and votes in the Association (hereinafter defined) and the amount of property owned by the Association. Such Supplemental Declaration may contain such complementary additions and modifications of the restriction and covenants applicable to Mission Hills Subdivision Add'ns #2 &#3 as may be necessary to reflect the different character, if any, of the Mission Hills Subdivision Add'ns #2 & #3 and as are not inconsistent with the scheme of this Declaration. Such Supplemental Declaration may also provide for the use and enjoyment of the Common Elements by the Owners of Lots contained within the Mission Hills Subdivision Add'ns #2 & #3, which become subject to this Declaration.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

3.1 GENERAL PURPOSES: The Properties are subject to the covenants and restrictions to insure the best use and the most appropriate development and improvement; to protect Owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve, as far as is practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of residential building sites; to maintain and preserve natural conservancy areas; to secure and maintain proper setbacks from street and adequate free spaces between structures; and in general to provide adequately for quality of improvement in said property, and thereby to preserve and enhance the values of investments made by purchasers of residential building sites therein. Any variance from the articles contained here requires written authorization by the Architectural Control Committee.

3.2 LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes except for the construction of model homes; speculation homes and / or marketing centers by the Developer, his agents representatives or a designate. No building shall be erected, altered, placed or permitted to remain on any lot other than the following type:

1. A ranch type dwelling limited to one-floor.
2. A one and one-half story cape cod or split-level dwelling.
3. A two-story colonial type dwelling.

All such dwellings shall be constructed for single family occupancy with not less than two (2) bedrooms. Each dwelling must have a two-car private garage attached to the immediately adjoining principal building. A detached garage in lieu of an attached garage shall be allowed only upon written consent obtained from the Building Control Committee (hereinafter referred to as "B.C.C."). A garage, including the roof, shall be of the same material and general design as the principal building.

3.3 ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the B.C.C. as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected or placed on any lot unless similarly approved. Approval shall be as provided in Section 2.

3.3A The perimeter of the first floor of every dwelling must be covered with brick, stone, aluminum, vinyl or other approved building material. If a second floor is planned and approved, the exterior covering must be of a material which the B.C.C. deems harmonious with the Subdivision as a whole.

In the event the Architectural Control Committee fails to approve or disapprove within 30 days after the plan and specifications have been submitted to it, or in the event of disapproval, if no suit to enjoin the addition, alteration or change or to require the removal thereof has been commenced before one year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The Architectural Control Committee shall have the right to waive minor infraction or deviations from these restrictions in cases of hardship. The Architectural Control Committee requires that any residence or attached garage be designed by an architect, professional engineer or designer experienced in residential design.

(b) ROOF PITCH: Roof pitch for the house proper of at least 6/12
(c) BASEMENT REQUIREMENT: No dwelling shall be constructed with slab on grade construction.
(d) LOCATION OF STRUCTURE: No building shall be placed on an angle on a lot to accommodate a larger house. Houses shall be placed to be parallel to the street

3.4 DWELLING SIZE: The floor area of the principal building, excluding garage and open porches, shall be as follows:

(a) One-floor ranch type: A minimum of 1400 square feet.
(b) One and one-half story cape cod type: A minimum of 1650 square feet.
(c) One and one-half story split-level type: A minimum of 1500 square feet.
(d) Two story colonial type: A minimum of 1800 square feet.

3.5 GARAGES, PARKING:

(a) Each lot shall have a private enclosed garage (attached to the residence) for on-site storage to accommodate not less than two automobiles for each one family dwelling built or to be built upon that lot and to be connected to the street by a properly surfaced asphalt, concrete or brick driveway (which driveway shall be installed and completed within one year from the date of final occupancy of the dwelling.)

(b) All garages shall be attached to the dwelling either forming an integral part with the dwelling house or by porches and breezeways. All attached garages will be constructed at the same time construction

of the main dwelling house is underway. No outbuildings such as detached accessory garages or sheds will be permitted.

(c) There shall be no parking of vehicles on the grassy portion of the lot.

3.6 DIVISION OR COMBINATION OF LOTS: In no event may a lot or parcel be further divided or combined other than as provided in the current plat unless written consent is obtained from the B.C.C. and the Village of Pleasant Prairie. Upon written consent of the B.C.C., three lots may be purchased by two owners with the intention of redividing said three lots into two lots. Any lot line adjustments within the platted subdivision will require formal Village of Pleasant Prairie approval.

3.7 STRUCTURES:

(a) No structures of a temporary character, including but not limited to a mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence or for any other purpose, whether temporarily or permanently, unless otherwise provided herein.

(b) Temporary structures such as a construction trailer not intended for living purposes which may be necessary during the construction of a residence will be permitted for a period of not longer than six (6) months and must be removed within sixty (60) days after the completion of such construction. Temporary structures must be approved by the Village of Pleasant Prairie.

(c) No existing principal or accessory building erected elsewhere shall be moved onto any portion of any lot. ALL HOMES ARE TO BE BUILT ON SITE.

(d) Permanent outbuildings must be on foundation slab and are to meet Architectural Control Committee approval. Said outbuildings must be in accordance with the aesthetic characteristics of the residence.

3.8 GRADING, BUILDING LOCATION AND LOT AREA

(a) All grading and sump pump discharge locations must be approved by the Architectural Control Committee and in accordance with the applicable laws and drainage regulations of the Village of Pleasant Prairie. The sump pump discharge will be directly connected to the storm drainage system. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the laws and ordinances of the Village of Pleasant Prairie, Wisconsin. The Architectural Control Committee shall endeavor to maintain streetyard setbacks of not less than 30' nor greater than 35'. The side yard setbacks shall not be not less than 10' from the property line. The rearyard setbacks shall not be less than 25'.

(b) Within each set of building construction plans submitted to the Architectural Control Committee for the body's approval, shall be a lot grading and drainage plan which shall indicate the proposed top foundation grade, finished yard grade or garage floor grade and other grades upon the Lot. Said plan shall have grades that conform to the subdivision's Master Site Grading Plan and will be required by the Village of Pleasant Prairie as a part of the building permit application.

(c) Minor changes from said Master Site Grading Plan, where those changes do not violate the

purpose, spirit and intent of said Master Site Grading Plan, shall be reviewed and may, if for good and sufficient reasons, be approved by the Architectural Control Committee, otherwise, grades as shown on Master Site Grading Plan shall be strictly adhered to.

(d) All dirt from the excavation of any lot which is not used on the lot shall be deposited, at such place or places in the Subdivision as may be directed by the Architectural Control Committee with an approved erosion control permit. The Architectural Control Committee shall have the first option to accept any excess dirt, but is not required to accept same.

(e) Measures will be taken by the individual lot Owners to control erosion during construction. Water drainage paths on individual lots will require placement of hay bales or silt fence to protect against erosion throughout the construction process and until the property is vegetatively stabilized. In addition, it will be the responsibility of individual lot Owners to control tracking of mud, dirt, clay, stones, etc. on public streets during construction. Pressurized water may not be used for purposes of cleaning public streets. Owners will need to comply with the Erosion Control and Construction Site Maintenance ordinance of the Village of Pleasant Prairie.

(f) No cutting or removal of the mountable driveway curb shall be permitted by the Village or the Developer.

3.9 COMPLETION: All construction of dwellings and incidental structures shall be completed within one year of date of issuance of building permits by the Village of Pleasant Prairie, Wisconsin including, final grade, seeding and/or sodding of yards.

3.10 EASEMENTS:

(a) Easements affecting The Properties are recorded on the Final Plat of Properties in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easements granted or hereafter to be granted by Developer or its successors and assigns to the Village of Pleasant Prairie, Wisconsin, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable T.V. and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, similar services, and for performing any public or quasi-public utility function that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Properties. Such easements shall be confined, so far as possible, in underground pipes or other conduits, and in an area within six (6) of twelve (12) feet of lot lines as shown on the recorded Final Plat, with the necessary rights of ingress to and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

(b) The cul de sac islands along with related landscaping, as shown on the Final Plat and Landscaping Plans have been created by the Developer and dedicated to the Village of Pleasant Prairie. The Village of Pleasant Prairie has granted certain easements to said boulevard and islands for entry to the extent

necessary for maintenance, repair and replacement of such facilities. The prevailing shall be the responsibility of the Developer until such time as the Developer conveys this responsibility to the Property Owners. Such easements shall preclude other owners from interfering with, removing or altering such facilities, including maintenance or repair.

3.11 ZONING LAWS, ETC.: In addition to the provisions hereof, all Lots shall be subject to all ordinances, zoning laws and other restrictions of the Village of Pleasant Prairie, County of Kenosha and the State of Wisconsin applicable thereto.

3.12 LANDSCAPE: The Developers will provide and plant 1 tree from the Village's list of approved species, at least 2.0 inches in diameter, at a height of no less than 6 feet from planting grade, for each 50 feet of continuous frontage on all public streets approximately 6 feet behind the curb line as shown on the approved Landscape Plan, such plantings will be completed within 24 months after the Final Plat approval. Street trees and planting materials shall be the responsibility of the abutting property owner to water, weed and maintain. If said plantings are damaged or destroyed after the warranty period, it shall be the responsibility of the abutting property owner to replace the plantings within 6 months of its removal.

3.13 NUISANCES: No noxious, noisy or offensive activity shall be carried on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

There shall be no outside parking of boats, buses, snowmobiles or recreational type vehicles or trailers; these must be stored in garages.

No external antennas of any type for any purpose shall be permitted on any lot at any time.

No solar panels or solar collecting equipment or apparatus will be allowed or installed on roofs or in yards.

No signboards of any character, kind or description shall be maintained upon any lot in the Subdivision except "to let"; "for rent"; "rummage"; or "political" of a sign no greater than eighteen (18) inches by twenty-four (24) inches or signs bearing the name, address or both of the resident occupying such lot.

The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or it's agents or by a builder to advertise the property during the same and/or construction period upon receiving approval from the Village. Further, the Developer, it's successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision. The Developer, its successors and assigns, retains the right to maintain model homes; speculation homes and / or a marketing office during the development period.

3.14 OPERATION OF MOTOR VEHICLES: In no event may any motor driven vehicle be operated on any lot or parcel other than as egress or ingress thereto. No motor vehicles are permitted to be parked on grassy areas of the lots. No such vehicle may be operated in a noisy or offensive manner within the

subdivision of said real property.

3.15 ANIMALS: No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than two dogs or two cats or two other similar household pets, or a combination thereof in such number, may be kept, provided that such pets shall not be permitted outside the owner's lot unattended. (Potbelly Pigs are not considered household pets). No separate outbuildings or enclosures may be erected or kept upon any lot for the purpose of housing or restraining any animal or pet.

3.16 GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste materials and the same shall not be kept except in sanitary containers and in an inconspicuous place.

3.17 EXTERIOR BUILDING MATERIALS AND DWELLING QUALITY:

(a) All dwellings proposed to be erected, altered or modified shall, on construction plans, denote material(s), i.e. brick, stone, wood, vinyl or aluminum siding or other similar materials acceptable to the Architectural Control Committee and the construction shall be carried out in according with the material(s) as approved by the Architectural Control Committee.

(b) The design, layout and exterior appearance of each Dwelling proposed to be erected, altered or modified shall be such that, in the opinion of the Architectural Control Committee at the time of approving of the building plans, the Dwelling will be of a high quality and will have no substantial adverse effect upon values.

3.18 UTILITIES:

All telephone, electric, gas or cable television service to any building or any lot shall be from the underground utilities system. No overhead service of any kind shall be allowed.

3.19 FENCES:

No fence of any kind shall be allowed in the front yard of any lot. Decorative fences must be suitable to and conforming to the improvement. Side yard fences can be no higher than six feet and may be placed on lot line. The finished side of all fences must face adjacent houses or lots. No fence shall be erected or placed on any lot until the construction plans, placement and construction materials have been approved by the Architectural Control Committee. Building and Zoning permits must also be secured from the Village of Pleasant Prairie prior to any fence construction.

3.20 POOLS:

The construction and installation of any swimming pool on any lot shall be governed by the

ordinances in effect for the Village of Pleasant Prairie at the time a permit is requested. Building and zoning permits must be secured from the Village of Pleasant Prairie prior to any pool installation.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREAS

4.1 OWNER'S EASEMENT OF ENJOYMENT:

Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot. The following, subject to the Articles and By-laws of the Association, constitute the present and contemplated future Common Areas of the Properties:

(a) The street markers and the right of ways for future road dedication as located on easements in favor of the Association on various Lots throughout The Properties.

4.2 TITLE TO COMMON AREAS:

At such time as the Developer shall convey title to the Common Areas to the Association, Members shall have the rights and obligation imposed by the Declaration with respect to such Common Areas. It is understood that street markers and dedicated future roadways shall be located on easements for the benefit of the Association and road right of ways shall be maintained, operated and administered by the Association.

4.3 EXTENT OF OWNER'S EASEMENTS:

The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association to dedicate or transfer all or any part of any Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer, determination as to purposes or as to conditions therefore, shall be effective unless instruments signed by Members entitle to cast 51% of the votes of the Membership have been recorded, agreeing in such dedication, transfer, purposes or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 30 days in advance of any action taken; and

(b) The rights of the Association to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purpose of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of two thirds of the votes of the Members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

4.4 DAMAGE OR DESTRUCTION OF COMMON AREAS BY OWNER:

In the event any Common Area or any portion of the storm water drainage system servicing The

Properties is damaged or destroyed by an Owner or any of their guests, tenants, licensees, agents or member of their family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the areas may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

4.5 DISCLAIMER:

Developer shall convey the Common Areas to the Association "as is"; all warranties regarding the Common Areas, express or implied, including warranties or condition, quality of construction and fitness for a particular use, are hereby disclaimed. The Association shall be responsible for obtaining adequate liability insurance for the Common Area. Developer shall have no liability for damage or injury to any person or property arising from the existence or continued use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

ARTICLE V
GENERAL PROVISIONS

5.1 TERM AND EFFECT: These restrictions are intended as covenants to run with the land and thereby benefit and burden the lots and parcels in said real property accordingly. These restrictions shall be binding on all owners, successors, assigns and heirs, and each such party agrees to conform to and observe these restrictions, and the restrictions shall be so binding for a period of forty (40) years from the date recorded.

5.2 ENFORCEMENT: Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate them either to restrain violation or to recover damages. In the event a person shall be restrained or found for such damages, he shall be liable for reasonable costs and Attorney fees to the person bringing such action.

5.3 SEVERABILITY: Invalidation of any one of these restrictions by judgment or order of any court or administrative agency shall in no way affect any other restriction and such other restriction(s) shall remain in full force and effect. Any restriction, which shall be or become in violation of any law, regulation or restriction of a governmental body, shall be construed as if in conformity with such law, regulation or restriction.

ADDITIONAL RESTRICTIONS

1) OCCUPANCY AND USE OF RESIDENCES: All residences shall be occupied and used for single-family residence purposes only. A "single-family" shall be defined as any number of persons related by blood, adoption, or marriage or not to exceed two persons not so related, living together in one dwelling as a

single housekeeping entity.

2) At such time when 39th Avenue Partnership has no further ownership interest in Mission Hills Add'n No.1 Subdivision, 39th Avenue Partnership assigns its right of enforcement as specified in these Restrictive Covenants to the record owners of each lot in Mission Hills Add'n No. 1 Subdivision and to their respective successors and assigns, as their interests appear. If the owner of any lot subjected to these Restrictive Covenants shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or persons owning or co-owning any other lot subjected to these Restrictive Covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades for drainage, or to enforce any of the covenants and restrictions herein contained.

3) The Developer hereby covenants that the owner(s) of Lots 28-45 shown on this Final Plat shall have the obligation of maintaining the storm water drainage, maintenance and access easement areas located on their respective lots within the Final Plat in a functional, neat and nuisance free condition to handle storm water in the Subdivision. Such maintenance shall include, without limitation and as needed, ditching to re-establish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the lots, in their capacity as owners of any such lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties to the lot owners who then shall perform such maintenance to the satisfaction of the Village.

To the extent that the Village performs any such drainage maintenance activities, the owners of Lots 28-45, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedication statement on the Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

4) The Developer hereby covenants that the owners(s) of Lots 37-45 shown on this Final Plat shall have the obligation of maintaining the cul-de-sac island located within 43rd Avenue in a clean, mowed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, mowing; weeding, planting; watering; and removing of trash, debris, leaves and brush in order to prevent a nuisance condition. No driveways, signage, parking areas, structures or fences shall be erected within the cul-de-sac island which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors

in title of the lots, in their capacity as owners of any such lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the maintenance activities in the cul-de-sac upon the transfer of said properties to the lot owners who then shall perform such maintenance to the satisfaction of the Village or if such responsibility is transferred to the Homeowners Association, who than shall perform such maintenance to satisfaction of the Village.

To the extent that the Village performs any such landscape maintenance activities, the owners of the Lots 37-45, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedication statement on the Plat with respect to the easements, the Village shall have no obligations to do anything pursuant to its rights under these easements.

5) The Developer hereby covenants that the owners of Lots 37-45 shown on this Final Plat, along with the owners of Lots 1-18 on the Final Plat for the Mission Hills Subdivision, shall have the obligation of maintaining the storm water management detention basin facility public drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress within Outlot 1 shown on the Final Plat of the Mission Hills Subdivision. Such maintenance activities shall include, but shall not be limited to: ditching to re-establish basin design capacity; removing of trash, debris, leaves and brush; clearing and repairing inlets and catch basins; and mowing and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be placed within Outlot 1 which might block, redirect or change the drainage patterns within the Outlot or may interfere with the Villages rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the Outlot, in their capacity as owners of the Outlot, and shall benefit and be enforceable by the Village. The Developer shall be relieved of such maintenance obligations upon the transfer of the Outlot 1 property, with such obligations being transferred to the Mission Hills Homeowner's Association for Add'ns #1 Through #3 who shall perform such maintenance to the satisfaction of the Village.

To the extent that the Village performs any such drainage maintenance activities, the Owners of Lots 37-45, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedication statement on the Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

Dated this 6th day of October, 1999

39th Avenue Partnership

By: _____
James J. Duerrwaechter – General Partner

By: _____
Henry K. Osburn – General Partner

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

This Agreement was acknowledged before me this 6th day of October 1999 by **James J. Duerrwaechter.**

_____
Notary Public, Kenosha County, State of WI
My Commission expires: 4-13-2003

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

This Agreement was acknowledged before me this 6th day of October 1999 by **Henry K. Osburn.**

_____
Notary Public, Kenosha County, State of WI
My Commission expires: 4-13-2003

EXHIBIT "A"
LEGAL DESCRIPTION FOR
BALANCE OF LANDS FOR MISSION HILLS ADD'NS #1 THROUGH #3

All that part of the Southeast 1/4 of Section 26, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:
Commencing at the Northeast corner of said Southeast 1/4;
thence S 89°21'49" W along North line of said Southeast 1/4, 2089.66 feet;
thence S 02°59'34" E, 284.90 feet to the point of beginning of the lands to described;
thence continuing S 02°59'34" E, 138.81 feet;
thence S 87°00'26" W, 80.00 feet;
thence S 02°59'34" E, 217.00 feet;
thence S 87°00'26" W, 85.00 feet;
thence S 02°59'34" E, 871.86 feet;
thence N 89°42'40" E, 858.14 feet;
thence S 00°17'20" E, 611.00 feet;
thence N 89°42'40" E, 814.51 feet;
thence S 00°17'04" E, 493.00 feet;
thence N 89°42'40" E along the North line of 116th Street, 218.23 feet;
thence N 02°54'01" W, 128.39 feet;
thence N 89°42'40" E, 105.00 feet;
thence N 02°54'01" W, 366.21 feet;
thence N 89°42'40" E, 305.50 feet;
thence N 02°54'01" W along the East line of said Southeast 1/4 220.50 feet;
thence S 87°05'59" W, 115.00 feet;
thence S 02°54'51" E, 65.00 feet;
thence S 87°05'59" W, 78.00 feet;
thence N 38°19'05" W, 115.42 feet;
thence N 72°20'32" W, 150.00 feet;
thence N 00°38'11" W, 142.00 feet;
thence S 89°21'49" W, 266.46 feet;
thence N 02°54'01" W, 990.00 feet;
thence S 89°21'49" W, 66.05 feet;
thence N 02°54'01" W, 66.05 feet;
thence N 89°21'49" E, 66.05 feet;
thence N 02°34'01" W, 229.67 feet;
thence N 78°46'54" W, 165.30 feet;
thence Southwest 50.30 feet along the arc of a curve whose center is to the West, whose radius is 633.00 feet, whose chord bearing is S 13°29'42" W and a chord distance of 50.29 feet;
thence S 15°46'18" W, 22.09 feet;
thence S 89°21'49" W, 473.98 feet;
thence S 87°57'19" W, 66.02 feet;
thence S 89°21'49" W, 198.23 feet;
thence N 63°31'25" W, 199.83 feet;
thence Southwest 8.57 feet along the arc of a curve whose center is to the East, whose radius is 217.00 feet, whose chord bearing is S 27°36'29" W and a chord distance of 8.57 feet;
thence S 26°28'35" W, 63.26 feet;
thence N 63°31'25" W, 341.75 to the point of beginning.

Covenants & Restrictions

Document Number | Document Title

38-

DOCUMENT NUMBER
1161630
DEDLR COVENANTS/RESTRICTS
RECORDED
at Kenosha County, Kenosha, WI 53140
Louise I Principe, Register of Deeds
on 10/07/1999 at 4:04 PM $38.00
990049526 REDEED2
SHAF

Lots 28-45 of Mission Hills Addn #1 Subdivision

Recording Area

Name and Return Address Attn: Sue H.
39th Ave Partnership
5008 Greenbay Rd
Kenosha, WI 53144

Parts of
92-4-122-264-0128
-0127

Parcel Identification Number (PIN)

This page is part of a legal document. . . DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

ARTICLES OF INCORPORATION
OF
MISSION HILLS HOMEOWNERS ASSOCIATION
FOR ADD'NS #1 THROUGH #3, INC.

The undersigned, a natural person over the age of 18 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation law, Chapter 181 of the Wisconsin Statutes, hereby adopts the following as the Articles of Incorporation of the Corporation.

ARTICLE I
Name

The name of the Corporation shall be: Mission Hills Homeowners Association For Add'ns #1 Through #3, Inc.

ARTICLE II
Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III
Purposes

The purposes of the Corporation are:

A. To serve as an association of property owners who own lots situated in the Village of Pleasant Prairie, Kenosha County, Wisconsin which lots are described in the lands described on Exhibit "A" attached hereto and incorporated herein.

B. To serve as a means through which the Property Owners may collectively and efficiently maintain, improve, police, or preserve all properties in which its members have rights of usage and enjoyment.

C. To monitor compliance with and enforce restrictive covenants of record.

D. To engage in any lawful activity for which a nonstock, nonprofit corporation may be organized under the Wisconsin Nonstock Corporation law.

ARTICLE IV
Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with these Articles and the Bylaws of the Corporation, including without limitation, the following:

A. To exercise exclusive management and control of the properties in which its members, or certain of them, have common rights of ownership, usage and enjoyment including but without limitation all outlots located in the land described in Article III A.

B. To maintain, improve, police or preserve properties in which its members, or certain of them have common rights and responsibilities.

C. To hire engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of common properties.

D. To determine, levy and collect assessments against the property owners pursuant to §779.70 of the Wisconsin Statutes and use the proceeds of these assessments in exercise of its powers and duties.

E. To purchase insurance on the common properties and insurance for the benefit of the Corporation and its members.

F. To adopt and amend rules and regulations governing the use and operation of the common properties.

G. To enforce by legal means the provisions of the Restrictive Covenants of Mission Hills Homeowners Association For Add'ns #1 Through #3, Inc., the Bylaws of the Corporation and any rules and regulations governing the use and operation of the common properties.

H. To establish and maintain one or more bank accounts for deposit and withdrawal of funds of the Corporation; and

I. To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V
Members

There shall be one class of members designated as "Property Owners". The rights and qualifications of members are set forth in the Bylaws of the Corporation.

ARTICLE VI
Principal Office and Registered Agent

The location of the principal office of the corporation shall be located in Kenosha County at 5008 Greenbay Road, Kenosha, WI 53144. The initial registered agent shall be James J. Duerrwaechter and the address of the initial registered agent is 5008 Greenbay Road, Kenosha, Wisconsin 53144.

ARTICLE VII
Directors

The number of Directors of the Corporation shall be fixed in the Bylaws of the Corporation and in no event shall be less than three(3). The manner in which Directors shall be elected, appointed and removed shall be set forth in the Bylaws of the Corporation.

The number of Directors constituting the initial Board of Directors shall be three(3), and the names and addresses of the initial Directors are:

Michael Lawrence
5008 Greenbay Road
Kenosha, WI 53144

Henry Osburn
5008 Greenbay Road
Kenosha, WI 53144

James J. Duerrwaechter
5008 Greenbay Road
Kenosha, WI 53144

ARTICLE VIII
Incorporator

The name and address of the incorporator of the Corporation is:

James J. Duerrwaechter
5008 Greenbay Road
Kenosha, WI 53144

ARTICLE IX
General

The Corporation shall not have or issue shares of stock. No dividend shall be paid, and no part of the net earnings, assets, or surplus of the corporation shall inure to the benefit of or be distributed to its members, directors, officers, or any other private individual other than by a rebate of excess membership dues, fees, or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited by its By-Laws.

Dated this 6th day of October, 1999.

James J. Duerrwaechter

State of Wisconsin)
) ss.
County of Racine)

Personally came before me this 6th day of October, 1999, the above named James J. Duerrwaechter, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and acknowledged that he executed the same for purposes therein contained.

Susan Higgins
Notary Public, State of Wisconsin
My commission expires on 4-13-2003

PLEASE RETURN TO:
Attorney Michael J. Kelly
Lloyd, Phenicie, Lynch & Kelly, S.C.
Post Office Box 700
Burlington, WI 53105

This Instrument was drafted by
Attorney Michael J. Kelly
Burlington, WI 53105

Missionc\Corpora\Articles/MJK/10/5/99

EXHIBIT "A"
LEGAL DESCRIPTION FOR
BALANCE OF LANDS FOR MISSION HILLS ADD'NS #1 THROUGH #3

All that part of the Southeast 1/4 of Section 26, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:
Commencing at the Northeast corner of said Southeast 1/4;
thence S 89°21'49" W along North line of said Southeast 1/4, 2089.66 feet;
thence S 02°59'34" E, 284.90 feet to the point of beginning of the lands to described;
thence continuing S 02°59'34" E, 138.81 feet;
thence S 87°00'26" W, 80.00 feet;
thence S 02°59'34" E, 217.00 feet;
thence S 87°00'26" W, 85.00 feet;
thence S 02°59'34" E, 871.86 feet;
thence N 89°42'40" E, 858.14 feet;
thence S 00°17'20" E, 611.00 feet;
thence N 89°42'40" E, 814.51 feet;
thence S 00°17'04" E, 493.00 feet;
thence N 89°42'40" E along the North line of 116th Street, 218.23 feet;
thence N 02°54'01" W, 128.39 feet;
thence N 89°42'40" E, 105.00 feet;
thence N 02°54'01" W, 366.21 feet;
thence N 89°42'40" E, 305.50 feet;
thence N 02°54'01" W along the East line of said Southeast 1/4 220.50 feet;
thence S 87°05'59" W, 115.00 feet;
thence S 02°54'51" E, 65.00 feet;
thence S 87°05'59" W, 78.00 feet;
thence N 38°19'05" W, 115.42 feet;
thence N 72°20'32" W, 150.00 feet;
thence N 00°38'11" W, 142.00 feet;
thence S 89°21'49" W, 266.46 feet;
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thence S 89°21'49" W, 66.05 feet;
thence N 02°54'01" W, 66.05 feet;
thence N 89°21'49" E, 66.05 feet;
thence N 02°34'01" W, 229.67 feet;
thence N 78°46'54" W, 165.30 feet;
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thence S 15°46'18" W, 22.09 feet;
thence S 89°21'49" W, 473.98 feet;
thence S 87°57'19" W, 66.02 feet;
thence S 89°21'49" W, 198.23 feet;
thence N 63°31'25" W, 199.83 feet;
thence Southwest 8.57 feet along the arc of a curve whose center is to the East, whose radius is 217.00 feet, whose chord bearing is S 27°36'29" W and a chord distance of 8.57 feet;
thence S 26°28'35" W, 63.26 feet;
thence N 63°31'25" W, 341.75 to the point of beginning.

ATTN: George
Mission Hills

MISSI(
Kenosha

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Gerald E. Casey, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped MISSION HILLS, being a subdivision of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 26, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin,, which is bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4, said Northeast corner also being the place of beginning of the lands to be described; thence S 02°54'01" E along the East line of said Southeast 1/4, 330.00 feet; thence S 89°21'49" W, 661.50 feet; thence S 02°54'01" E, 100.33 feet; thence N 78°46'54" W, 165.30 feet to an arc of a curve; thence Southerly 50.30 feet along the arc of a curve whose center is to the West; whose radius is 633.00 feet and whose chord bears S 13°29'42" W, 50.29 feet; thence S 15°46'18" W, 22.09 feet; thence S 89°21'49" W, 473.98 feet; thence S 87°57'19" W, 66.02 feet; S 89°21'49" W, 198.23 feet; thence N 63°31'25" W, 199.83 feet to an arc of a curve; thence Southwesterly 8.57 feet along the arc of a curve whose center is to the Southeast, whose radius is 217.00 feet and whose chord bears S 27°36'29.5" W, 8.57 feet; thence S 26°28'35" W, 63.26 feet; thence N 63°31'25" W, 341.75 feet; thence N 02°59'34" W, 284.90 feet to the North line of said Southeast 1/4; thence N 89°21'49" E along said North line, 2089.66 feet to the place of beginning. Said lands containing 19.15 acres of land.

That I have made such survey, land division and plat by the direction of 39TH AVENUE PARTNERSHIP, owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Chapter 18 of the Village Municipal Code, Land Division and Development Control Ordinance of the Village of Pleasant Prairie in surveying, dividing and mapping the same.

7-17-96
Date
Revised this 1st day of April, 1997

Gerald E. Casey
Registered Land Surveyor S-1329

OWNER'S CERTIFICATE OF DEDICATION

39TH AVENUE PARTNERSHIP, William McLaughlin and James Duerrwaechter, General Partners, as owners of said land, do hereby certify that we have caused the