

RESTRICTIVE COVENANTS

FOR

**SPRING MEADOWS
PROPERTY-OWNERS
ASSOCIATION, INC.**

AS AMENDED IN 2006

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION

INDEX OF RESTRICTIVE-COVENANT SECTIONS

- 1. PURPOSE OF RESTRICTIVE COVENANTS**
- 2. CREATION AND HISTORY OF ASSOCIATION'S RESTRICTIVE COVENANTS**
- 3. ARCHITECTURAL AND APPEARANCE CONTROL**
- 4. DWELLING LOCATION AND QUALITY**
- 5. GARAGES AND DRIVEWAYS**
- 6. VEHICLE RESTRICTIONS**
- 7. TEMPORARY LIVING STRUCTURES**
- 8. UTILITY BUILDINGS AND/OR STRUCTURES**
- 9. STORAGE CONTAINERS**
- 10. SWIMMING POOLS AND ENCLOSURES, AND POOL HOUSES**
- 11. LAWNS AND LANDSCAPING**
- 12. WATER RETENTION PONDS, THEIR PURPOSE AND USE**
- 13. FENCES AND HEDGES IN LIEU OF A FENCE**
- 14. GARBAGE AND REFUSE REMOVAL**
- 15. TREE AND BRUSH DISPOSAL**
- 16. STORAGE OF WOOD AND CONSTRUCTION MATERIAL**
- 17. ANIMALS AND PETS**
- 18. NUISANCE OR NOXIOUS ACTIVITY**
- 19. UTILITIES AND ANTENNAS**
- 20. YARD LAMP POSTS**
- 21. SIGNS POSTED ON ASSOCIATION PROPERTIES**
- 22. HANGING OF MATERIAL OUTDOORS**
- 23. OUTDOOR PLAY EQUIPMENT AND STRUCTURES**
- 24. MAIL AND NEWSPAPER BOXES**
- 25. SEASONAL AND HOLIDAY DECORATIONS**
- 26. MISCELLANEOUS COVENANT PROVISIONS**
- 27. ENFORCEMENT OF RESTRICTIVE COVENANTS**
- 28. AMENDMENTS TO RESTRICTIVE COVENANTS**

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION - 1 PURPOSE OF RESTRICTIVE COVENANTS

The general purpose and objective of these Restrictive Covenants is to assure that all properties included in the Spring Meadows Subdivision Property Owners Association, Inc., will continue to maintain the quality standards and reputation those properties have achieved within the local real-estate marketing area, thus maintaining the optimum monetary value of all Association property. These Restrictive Covenants represent the rules and regulations which all property owners in the Association must adhere to so as to sustain that purpose and objective. A "COVENANT" is generally defined in dictionaries as a binding and solemn agreement made by two or more individuals, parties, etc., to do or keep from doing a specific thing.

Within these Restrictive Covenants, the word "ASSOCIATION" shall mean the Spring Meadows Subdivision Property Owners Association, Incorporated, **OR** the Spring Meadows Property Owners Association, Inc., both corporation titles meaning and being one and the same (synonymous), as may be used and/or referenced in these Restrictive Covenants and the Association's Bylaws. While these Restrictive Covenants may appear to apply primarily to the 70 lot-owner properties, the 60 Condominium-unit owners also have an obvious interest in the adjacent home-owner properties being properly maintained so as to enhance the overall appearance of the entire subdivision. In addition to the Restrictive Covenants stated in this document, the separate Spring-Meadows Condominium Association has the right and authority to impose and enforce additional restrictions applicable to the management of their Lot-29 condominium properties.

Failure to comply with any of the provisions in these Restrictive Covenants may result in property owners being assessed a "Non-Compliance Penalty" provided in Section-27 of these Restrictive Covenants, and in addition, possible legal action through the appropriate Kenosha County Court.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 2 **CREATION AND HISTORY OF ASSOCIATION'S
RESTRICTIVE COVENANTS**

April 28, 1989 Creation

The original Restrictive Covenants for the Spring Meadows Property Owners Association, Inc., a Wisconsin Corporation, were created April 28, 1989, for Lots #1 through #27 in the subdivision. That document was recorded with the Kenosha County Register of Deeds on Page-360 of Volume-1348, as Document #819471.

June 30, 1989 Amendment

On June 30, 1989, the Restrictive Covenants were amended, restated, and renumbered, for the purpose of creating the "Spring Meadows Subdivision Property Owner's Association, Inc.", as Section-XXIII, which included the Spring Meadows Condominium Units situated on Lot #29. That Section was subsequently transferred from the Restrictive Covenants to Section-4 of Article-II of the Association's Bylaws as amended in 2005.

The June 30, 1989 Amendment was recorded with the Kenosha County Register of Deeds on Page-430 of Volume-1357, as Document #823911.

April 30, 1990 Amendment

On April 30, 1990, the Restrictive Covenants were further amended to add and include Spring Meadows Subdivision, Addition #1 (Lots #28-50) and Addition #2 (Lots #51-72).

That amendment was recorded with the Kenosha County Register of Deeds on Page-278 of Volume-1392, as Document #841399.

December 27, 2001 Amendment

Section IX of the Restrictive Covenants, titled "UTILITIES AND ANTENNAS" was amended to permit outdoor "dish" antennas up to 20 inches in diameter. That amendment received the necessary affirmative votes in August, 2001, and was recorded with the Kenosha County Register of Deeds on December 27th of that year.

October 1, 2003 Amendment

Effective October 1, 2003, Section XXIV of the Restrictive Covenants, titled "MODIFICATION" was amended to base the results of any future Association voting process on the votes CAST instead of on total eligible (authorized) votes. That amendment also intentionally removed the requirement of filing this and future amendments with the Kenosha County Register of Deeds.

December 12, 2006 Amendment

These Association Restrictive Covenants as rewritten, restated, re-titled, and renumbered, became effective December 12, 2006, after an affirmative vote of the majority of the 130 households/owners within the Association who cast a ballot regarding the Restrictive-Covenant amending process, in accordance with Sections 2 and 4, Article-VI, of the Association's Bylaws as amended in 2005.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 3 ARCHITECTURAL AND APPEARANCE CONTROL

All properties within the Association shall be maintained so as to provide an over-all good appearance as determined by an Association committee referred to as the "ARCHITECTURAL and APPEARANCE CONTROL COMMITTEE", herein also referred to as the "AACC". The Association's Vice-President shall serve as the Chairperson for the committee. That Chairperson and the Association's President, shall select and appoint additional committee members, up to a committee maximum of five.

The AACC shall have the responsibility and authority to review, approve, or otherwise act upon, the following:

- Changes to the contour or grade levels of any lots (Section-4).
- Additions or alterations to an existing property structure (Section-4).
- Gazebo plans (Section-8).
- Pool house plans (Section-10).
- Any condition or situation which in the opinion of the AACC creates an unsightly or undesirable appearance of properties within the Association boundaries.

Property owners are required to submit construction plans to the AACC for exterior dwelling alterations, gazebos, and pool houses, seeking AACC approval BEFORE any construction begins. Such plans shall include the nature/type of construction, the dimensions, the location on the lot/site, the type of finish material of dwelling alterations, and any additional information requested by the AACC. The AACC will act on the plans and respond (in writing) to the property owner within 30 days from the date the final construction plans are received by the AACC. However, the 30-day response time does not mean approval must be consummated within those 30 days. Failure of the AACC to respond in any manner within that 30-day period shall constitute automatic approval.

When a property owner(s) permits what the AACC considers to be an "Unsightly Appearance Situation" on their property, the committee will notify (in writing) the property owner(s) of such problem condition, requesting the condition be promptly corrected or eliminated.

The determination of what constitutes an unsightly problem situation is vested entirely in the Architectural and Appearance Control Committee and/or the Association's Board of Directors.

Offending conditions which are not corrected by the property owner(s) shall be subject to the Association's "Non-Compliance Penalty" provided in Section-27 of these Restrictive Covenants.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 4 DWELLING LOCATION AND QUALITY

Following the effective date of these Restrictive Covenants as amended in 2006, any construction, alteration, or renovation to a residence shall maintain a minimum floor space equal to what was approved for the original residence construction on each respective lot. In the event a new residence shall ever be constructed, the minimum floor area shall be as follows:

- 1 – story home 2,200 square feet
- 1 ½ -story home 2,400 square feet
- 2 – story home 2,800 square feet

The square footages referred to above means normal “living” space and does not include basements, uninsulated storage areas, and closed-off porches not heated by the central heating unit in the house.

Residence dwellings and any alterations thereto must conform to City of Kenosha code restrictions as to setbacks from property lot lines. In addition, any dwelling or alteration thereto located on a corner lot in the Association, shall not be located closer than twenty feet (20') from the lot line adjacent to the street located at the side of such residence dwelling.

The exterior “face” of every outside wall of any residence dwelling or alteration thereto, shall be constructed of brick, stone, cedar siding, or another material approved by the Architectural and Appearance Control Committee (AACC). Metal, vinyl, or composition siding of any type, is not permitted.

Exterior “trim” surfaces may be wood, non-rusting metal (aluminum), vinyl, or other material approved by the AACC.

Roof slopes shall be a minimum six-inch (6”) pitch per 12” (1'). Roofing material shall be wood (shakes) shingles, dimensional asphalt or fiberglass shingles, slate, or of other material approved by the AACC.

In addition to dwelling location and quality, Association property owners shall not alter the contour of any lot so as to change the pre-existing surface-water drainage as affects any adjoining lots, and/or create a downward slope toward any adjoining lot of more than one (1') vertical foot to three (3') horizontal feet, within twenty (20') of any lot line. Before making significant changes to the contour or grades of any Association lot, grade plans must be submitted to the Association's AACC for approval.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 5 GARAGES AND DRIVEWAYS

Garages must be designed and constructed to accommodate at least two automobiles, and be attached to the residence dwelling. Detached garages and storage sheds/structures are not permitted.

Driveways shall preferably be constructed of concrete. If other hard-surface material (such as "black top") is used, the surface must be properly maintained to eliminate any break-ups in the surface. Crushed stone is not permitted as a driveway surface. If driveways become an unsightly situation, the Association's Architectural and Appearance Control Committee (AACC) has the authority and responsibility to notify the property owner(s) of such condition.

No installation or construction of a so-called parking "APRON" shall be permitted on the side(s) of a garage or house regardless of the type of material used for such parking apron. A driveway may be widened to create additional parking space, but such extension cannot extend back beyond the overhead garage door plane/line in its closed position.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 6 VEHICLE RESTRICTIONS

Webster's New World Dictionary, Second College Edition, which was readily available when this covenant was created, defined a VEHICLE as follows:

"Any device or contrivance for carrying or conveying persons or objects, including land conveyances, vessels, aircraft, and spacecraft; sometimes specifically restricted to land conveyances on wheels, runners, treads, etc."

Thus, as used in these Restrictive Covenants, a "VEHICLE" shall be any device or contrivance designed and equipped to carry or convey persons, animals, or objects, including land conveyances (generally equipped with wheels, runners, treads, etc.) and vessels. It includes, but is not limited to, all types of motor vehicles whether used for passenger or commercial use, commercial or construction-type equipment, trailers of any type, boats and other watercraft, campers, lawn or garden tractors, snowmobiles, motor homes, motor coaches or buses, house trailers, motorcycles, bicycles, scooters, electric or gas-powered miniature vehicles (usually designed for children) including Go-carts, all terrain vehicles and other recreational vehicles.

The City Ordinances referenced in the Addendum to this Section, define prohibited parking or storing of certain motor vehicles and equipment on public streets and on private residential property within the Association. Ordinance 7.126, quite adequately addresses the problem with "Nuisance Motor Vehicles", not only on City streets, but also on private residential property within the Association. Thus, these Covenants need not duplicate the contents of Ordinance 7.126, dealing with "Motor Vehicles – Nuisances – Repair Work". However, the Association's Architectural and Appearance Control Committee (AACC), might elect to send any offending property owner an initial "Non-Compliance Notice" (a 'reminder' notice) as provided in Section-27 of these Covenants. As noted in Ordinance 7.129, the "exterior" of any residential property means outside of a fully enclosed garage. It should also be noted that these Covenants will not include the regulation or prohibition of parking/storing of vehicles on City streets within the Association, because the City handles that.

For purposes of these Restrictive Covenants, the only type of vehicle permitted to be stored on the exterior of the Association's private residential property, shall include a fully operational automobile, sport utility vehicle (SUV), van, non-commercial pick-up truck (as defined in City Ordinance 7.129, A, 3), and any similar four-wheeled vehicle used privately for the transportation of family members and friends of the residence owner, and for transporting property/objects solely for personal use, but shall not include any type of vehicle used in a commercial trade or business. Prohibited commercial vehicles and all other types of vehicles, should be stored out of sight in the property-owner's garage.

"STORED" as used herein means any continuous or frequent outdoor parking of a prohibited vehicle as described herein, for more than five (5) consecutive days (or portions thereof), or more than fifteen (15) days (or portions thereof) within any calendar year. These 5/15-day periods are intended as the basis for sending an initial "Non-Compliance Notice" to any offending property owner(s) as provided in Section-27 of these Covenants.

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ADDENDUM TO SECTION-6 **OF ASSOCIATION'S RESTRICTIVE COVENANTS**

SPECIAL NOTE

THIS ADDENDUM CONSISTS OF TWO PAGES OF SIGNIFICANT PORTIONS OF CITY OF KENOSHA ORDINANCES 7.126 AND 7.129, APPLICABLE TO THE PARKING/STORING OF CERTAIN MOTOR VEHICLES AND EQUIPMENT WITHIN THE CITY AND OUR "RESIDENTIAL" ASSOCIATION. THESE, AND ALL CITY ORDINANCES ARE AVAILABLE FOR REVIEW IN THE "REFERENCE" SECTION AT THE 18TH STREET LIBRARY.

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→ 7.126 MOTOR VEHICLES - NUISANCES - REPAIR WORK

A. Purpose. The purpose of this Ordinance is to prevent blight, to secure healthy and humane living conditions, to protect the integrity of investments in real property, to prevent the decline of real estate values, to improve aesthetics and to protect the public health, safety and welfare. In order to secure this goal, activities contrary to this Ordinance are deemed to constitute a matter of public concern which must be regulated or prescribed through the exercise of the City's police powers.

B. Definitions.

1. **"Motor Vehicle(s)"** shall include mobile home, moped, motor bicycle, motor bus, motorcycle, motor-driven cycle, motor home, motor truck and motor vehicle as defined in Chapter 340, Wisconsin Statutes.

2. **"Nuisance Motor Vehicle(s)"** shall include any inoperable, unlicensed, unroadworthy, disassembled or wrecked motor vehicle. A vehicle for which a license has been applied for shall be herein deemed a licensed vehicle if proof of application is prominently displayed on the front windshield.

3. **"Repair Work"** shall include mechanical, electrical and body work, maintenance, construction, reconstruction, assembly, disassembly, restoration, painting, upholstering or any similar or related work performed on any motor vehicle.

4. **"Street Repairs"** shall mean "temporary repair work" performed on a motor vehicle in a manner and place which will not create a danger or hazard to vehicular or pedestrian traffic.

5. **"Temporary Repair Work"** shall mean repair work which is performed within twenty-four (24) hours

of a motor vehicle becoming unexpectedly unroadworthy on a street, highway or thoroughfare, which work will make or attempts to make said motor vehicle roadworthy.

C. Prohibition. It shall be unlawful for any person, party, firm or corporation to keep, place or store any "nuisance motor vehicle" or to perform "repair work" or "street repairs" upon any public thoroughfare, street or highway or upon any private or public property within the City in a manner inconsistent with this Ordinance.

D. Repair Work - Limitations. "Repair work" may be performed upon observance of the following conditions and restrictions:

1. **"Repair work"** upon residentially zoned private property cannot be performed for financial gain or profit obtained through fees, barter, charges or appreciation in the value of a motor vehicle purchased for the purpose of resale. "Repair work" upon other than residentially zoned property shall be in accordance with the City Zoning Ordinances and in compliance with applicable State and City laws, rules and regulations, licenses and permits.

2. Except for authorized street repairs, "repair work" which renders a motor vehicle inoperable for a period of more than three (3) working days, must be performed in a garage or enclosed structure or fenced in area which screens repair work from the view of the owners, users and occupiers of abutting and neighboring properties and from the view of passersby using public thoroughfares, streets and highways.

3. **"Street repairs"** may be performed only within the scope of the definition thereof.

E. Nuisance Motor Vehicles - Limitations. "Nuisance motor vehicles" may be kept, placed or stored outside of a garage or enclosed structure only in conjunction with a duly authorized and licensed auto sales, repair or salvage business lawfully operating within a properly zoned area and in compliance with all State and local laws, rules, regulations, licenses and permits.

F. Nuisance Motor Vehicles - Removal.

1. **Authority To Tow.** Subject to the procedures hereinafter set forth, Nuisance Motor Vehicles may be towed and stored by the Police Department, at the cost and expense of the owner thereof, pursuant to §13.12 of the Code of General Ordinances. Unclaimed towed vehicles may be disposed of by towers through means and procedures authorized by law.

→ **7.129 PARKING OF CERTAIN MOTOR VEHICLES AND EQUIPMENT PROHIBITED ON THE EXTERIOR OF ANY RESIDENTIAL PROPERTY AND ON ANY PUBLIC STREET, HIGHWAY, ALLEY, THOROUGHFARE OR RIGHT-OF-WAY IN ANY RESIDENTIAL ZONING DISTRICT OF THE CITY**

A. Definitions.

1. **"Commercial"** shall mean for profit or gain, whether full time, part time or incidental.

2. **"Exterior"** shall mean outside of a fully enclosed garage or structure.

3. **"Non-Commercial Pickup Truck"** shall mean a four wheel motor vehicle, having an enclosed cab and an open body with low sides and tailgate, used or maintained privately for the transportation of property solely for personal use.

4. **"Prohibited Motor Vehicles and Equipment"** shall mean commercial trucks and buses, recreational motor vehicles over twenty-four (24') feet in length, a piece of mobile machinery or equipment, such as ditch digging apparatus, power shovels, drag lines and earthmoving equipment, or a piece of road construction or maintenance machinery, such as asphalt spreaders, bituminous mixers, bucket loaders, ditchers, leveling graders, finishing machines, motor graders, paving mixers, road rollers, scarifiers, gravel crushers, screening plants, scrapers, tractors, earth movers, front or rear end loaders, conveyors or road pavers, buses, flatbed trucks, semitrailers, semicabs, trailers, coupled or uncoupled, trailers used for landscaping and lawn maintenance equipment, homemade trailers, skid-steer loaders, dump trucks, tow trucks, or street sweepers.

5. **"Park(ed)(ing)"** shall mean to park, store, stand or keep.

6. **"Recreational Vehicles"** shall mean non-commercial vehicles/equipment designed or used for recreational purposes.

7. **"Residential Property"** shall mean real property zoned or used for a residential purpose, under the City Zoning Ordinance.

8. **"Residential Zoning District"** shall mean a City Zoning District where the residential use of property is a permitted or conditional use, as well as any streets, highways or public areas abutting or directly adjacent to a City zoning district where the residential use of property is a permitted or conditional use.

B. Prohibition.

1. It shall be unlawful, except as hereinafter provided, for any owner, agent, operator, or person in charge of any Prohibited Motor Vehicle and Equipment, whether or not used for a commercial

purpose, to park, cause to be parked or allow to be parked, such Prohibited Motor Vehicle and Equipment on the exterior of any residential property, or on any public street, highway, alley, thoroughfare, or right-of-way in any residentially zoned district in the City, for a period in excess of one (1) hour, unless engaged in lawful construction work, having all licenses, permits and approvals, where required, which are in full force and effect, customer service activity, repair work, home improvement work, or loading or unloading activities, and, in which event, such Prohibited Motor Vehicle and Equipment shall be promptly removed upon completion of any such activity. This prohibition is subject to the exceptions set forth in **Subsection C.** below.

2. It shall be unlawful, except as hereinafter provided, for any owner, lessee, agent, or person in charge of any residential property to park, cause to be parked, or allow to be parked, any Prohibited Motor Vehicle and Equipment, whether or not used for a commercial purpose, on the exterior of any residential property for a period in excess of one (1) hour, unless engaged in lawful construction work, having all licenses, permits and approvals, where required, which are in full force and effect, customer service activity, repair work, home improvement work, or unless engaged in loading or unloading activities, in which event such Prohibited Motor Vehicle and Equipment shall be promptly removed upon completion of such activity. This prohibition is subject to the exceptions set forth in **Subsection C.** below.

C. Exception. Subsections B.1. and 2. are subject to the following parking exceptions:

1. One (1) bus, flatbed truck used for towing motor vehicles, flatbed truck on pickup truck body, tow truck, semicab, or trailer used for landscaping and lawn maintenance equipment, or two (2) of any combination of the above, irrespective of gross weight, whether or not used for a commercial purpose, may be parked on the exterior of any residential property, in excess of one (1) hour, subject to compliance with the special conditions in **Subsection D.**

2. Any pickup truck, tractor or truck which is rendering service or loading or unloading materials.

3. Non-Commercial Pickup Trucks with clean or covered beds, without advertising or stakes inserted in the sides, or bumpers raised more than twenty-six (26") inches from the street.

D. Special Conditions. The following Special Conditions shall apply to the exception in **Subsection C.:**

(If necessary, you may refer to these "Conditions" in the City Ordinances on the "Reference" shelf at the 18th Street Library)

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION - 7 TEMPORARY LIVING STRUCTURES

Living in any structure or vehicle, other than the primary residence dwelling, shall not be permitted within the Association either temporarily or permanently.

Such structures or vehicles shall include, but not be limited to, automobiles, trucks, vans, motor homes, mobile homes, campers, trailers of any type, and tents used as an alternative "living" structure. Small tents used as a 'play' structure are permitted.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 8 UTILITY BUILDINGS AND/OR STRUCTURES

No storage sheds/buildings, carports, vehicle shelters or canopies, greenhouses, or any variations of those "outbuildings" or structures, shall be permitted on any property within the Association. A typical portable or removable patio-type structure frequently referred to as a "gazebo", designed for shade and mosquito protection, is permitted for summer living comfort on a backyard patio providing it is properly maintained so as not to create an undesirable appearance.

The only detached frame-built buildings/structures permitted within the Association shall be a pool house as described in Section-10 of these Restrictive Covenants, and a gazebo. Frame-built play-houses are not permitted. A frame-built gazebo, attached or detached to the house, must have a minimum of five (5) sides to be considered a "gazebo" and have a diameter not exceeding 16 feet at it's widest point. A gazebo shall only be used for summer "living" use and NOT as a storage structure. Plans for "frame-built" pool houses and gazebos must be approved by the Association's Architectural and Appearance Control Committee (AACC) PRIOR to construction. A "frame-built" structure shall be construed in these Restrictive Covenants as one which has a **framework** made of wood, metal, plastic/vinyl, or composition material, over which an exterior sheathing/surround (such as siding, paneling, shingles, stucco, or brick, etc.) is applied to all sides so as to make it an enclosed building/structure.

Also, no structure, shield, or wall of a permanent nature/type shall be installed on any property within the Association for the purpose of visual security protection or for wind/weather protection.

The final decision of the Association's AACC shall govern whether a detached structure or utility building is not permitted, and if installed without AACC approval, must be removed.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION - 9 STORAGE CONTAINERS

No more than two, portable-type storage containers (usually made of vinyl, plastic, or other composition) are permitted on a homeowner's property and must be placed directly adjacent to the rear of the dwelling/house and not be visible from the street on which the dwelling faces. The maximum size dimensions of such portable containers shall be 4-feet deep (front to back), 6-feet wide (side to side), and 4-feet high.

The design and color of any permitted storage containers should compliment the dwelling/house and not be a distraction to adjoining neighbors.

No storage container or variation thereof, shall be "frame-built" so as to appear to be a "Utility Building or Structure" prohibited by Section-8 of these Restrictive Covenants. Refer to that Section for a definition of "frame-built".

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 10 SWIMMING POOLS AND ENCLOSURES, AND POOL HOUSES

Installation of all swimming pools, spas, and hot tubs must conform to the regulations contained in City of Kenosha Ordinance 9.185. Spas shall be treated the same as hot tubs within this section of the Restrictive Covenants.

In addition to the City Ordinance, no portion of a swimming pool shall be installed nearer to the front street-side property line than the rear foundation of the principal dwelling structure, and no hot tub or enclosure fence, shall be installed nearer to the front street-side property line than the front foundation of the principal dwelling structure.

No "pool" structure or enclosure designed for wind or weather protection, or for visual privacy security shall be permitted. Also refer to Section-8 regarding this subject.

Within the Association, no fence shall exceed five (5') feet in height. As a result of this Association restriction, all pool, spa, or hot-tub fence enclosures must be located at least four (4') feet from the edge of the pool, spa, or hot tub, as required by City Ordinance 9.185, F-2, unless the "Exceptions" described in that ordinance apply to the installation.

Property owners having an active, useable swimming pool as defined in City Ordinance 9.185, A-1, may request approval from the Association's Architectural and Appearance Control Committee (AACC) for the construction of a frame-built pool house to be built in conjunction with any swimming pool. The distance between the water edge of the pool and the pool house, shall not exceed 25 feet. The exterior size of the pool house shall not exceed 8 feet by 10 feet, with the side-wall studs not exceeding 8 feet (96") in height, and shall be otherwise constructed of the same material and architectural design, including the roof and pitch thereof, as the accompanying dwelling house. A pool house shall not be approved in conjunction with a spa or hot tub. Manufactured "storage or utility" structures/sheds shall not be used in lieu of a frame-built pool-house structure. Refer to Section-8 for a definition of "frame-built". A pool house shall not be used solely as a storage building for other than pool supplies and accessories. If and when a pool, for which a pool house was intended and approved, is no longer used (inactive) or is removed from the lot, the pool house must likewise be removed within 12 months of the pool's demise/removal.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION - 11 LAWNS AND LANDSCAPING

Homeowners shall be responsible for the proper care and maintenance of their property, including weed control, keeping lawns mowed so as not to exceed 6 inches of grass height, preventing shrubs and bushes from exceeding normal growth thus creating an unsightly environment, and removing dead trees, bushes, and shrubs. Only landscape-type trees, shrubs, bushes, and similar plantings, are permitted in front yards. Garden-type plots shall not be permitted in front yards nor shall vegetable or fruit-bearing plants. For purposes of this Section, a "Front Yard" includes all of the property area between the front foundation of the residence dwelling and the front curb.

Homeowners who do not properly maintain their lawns and landscaping in a quality manner as determined by the Association's Architectural and Appearance Control Committee (AACC), will be notified to that effect by that committee.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 12 WATER RETENTION PONDS, THEIR PURPOSE AND USE

Lot #28 was developed primarily for the purpose of creating a water-retention pond for water runoff and drainage from surrounding properties West of 35th Avenue, some of which are located outside of the Spring Meadows Subdivision Property Owner's Association boundaries. In addition, the developers created three water-retention ponds on Lot #29 (Condominium common property) for water runoff and drainage from surrounding properties East of 35th Avenue. Storm drains in the surrounding City streets, from 13th (North) to 14th Street (South), and from 38th Avenue (West) to 30th Court (East), are connected so as to divert all water drainage into those four ponds. Also, all water runoff from the paved streets within the Condominium Association drains into the three ponds on Lot #29. All four ponds are interconnected with each other through culverts, to form ONE large water-retention basin. Due to this complex drainage configuration, it is impossible to specifically determine the direction of water flow from one pond to another, especially during heavy rainfalls.

All Association members (130 households), shall not intentionally dispose of their grass clippings along City street curbs or paved driveways/streets within the Association because those clippings eventually end up in the water-retention ponds, thus contributing to pollution and algae growth.

All four water-retention ponds are part of the Spring Meadows Subdivision Property Owners Association, Incorporated. In fact, the Articles of Incorporation (Article-IV) for the Association states in part as follows:

"The Corporation shall have all of the powers enumerated in the Wisconsin Non-stock Corporation Law, to the extent not inconsistent with the Articles and the Bylaws of the Corporation, including without limitation, to exercise management and control of Lot 28 of Spring Meadows Subdivision and the lake situated thereon, and the lakes situated on Lot 29 of Spring Meadows Subdivision "

Notwithstanding the above "power" provision stated in Article-IV of the Articles of Incorporation, the Association's Bylaws (Article-II, Section-3) as amended in 2005, clearly states that, *".... since Lot-29 is exclusively owned by the Condominium owners, the Spring Meadows Property Owners Association (does) not have any ownership rights to Lot-29 and the ponds situated thereon "*. The amended Association Bylaws take precedence over the Articles of Incorporation in this matter because the Articles of Incorporation cannot be inconsistent with the Bylaws of the Corporation. Thus, the Spring Meadows Condominium Association has the power, authority, and responsibility to administer, manage, maintain, regulate and control, the three ponds on Lot #29 which is actually owned by the owners of the 60 Condominium units by way of their respective property deeds. As a result, the separate Condominium Association may establish their own Restrictive Covenants in relation to all Lot-29 common property.

Lot-28 and the pond located thereon, is owned by the Spring Meadows Subdivision Property Owners Association, Inc., which includes the owners of the 70 lots, plus the 60 condo units. Therefore, that Association has the power, authority, and responsibility to administer, manage, maintain, regulate and control (through the Association Bylaws and these Restrictive Covenants) all of Lot #28 and the pond located on it.

(Continued on back)

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 13 FENCES AND HEDGES IN LIEU OF A FENCE

No fence, or hedge used in lieu of a fence, shall exceed five (5') feet in height as measured from the ground level.

Also, no fence, or hedge used in lieu of a fence, shall extend nearer to the front street-side property line, than the FRONT foundation of the principal dwelling structure.

A "HEDGE" as used in this Section shall be construed to mean a contiguous growth of bushes or shrubs (exclusive of trees) whose foliage is growing together both horizontally and vertically (from top to bottom), and which is used in lieu of, or in conjunction with an actual fence or structure, including a neighbors adjoining lot-line fence or hedge, so as to completely and fully enclose any portion of a lot, thus creating a fenced-in or confined area, similar to what an actual fence would accomplish in forming a boundary barrier. Such plantings creating a "HEDGE" as defined above, cannot exceed the five-foot height limit.

Chainlink or "mesh-type fences are not permitted. Solid, "privacy-type" fences such as stockade-type or similar, are also not permitted. Instead, any fence must have a minimum 1 ½" open space between the vertical (or horizontal) pieces or "pickets". Lattice-type fence panels shall not be used for a fence, except as a top (12-inch maximum lattice height) for a regular vertical slat/picket fence.

Any fence installation that was approved by the Association's Architectural Control Committee and erected prior to these Restrictive Covenants becoming effective in 2006, may remain as originally approved.

Association property owners should be aware that the City of Kenosha requires a fence permit for the installation of a fence.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION - 14 GARBAGE AND REFUSE REMOVAL

Garbage, trash, and refuse put out for City pickup and disposal, must meet all the requirements of the City of Kenosha regarding same.

Association residents shall place all household garbage in sealed containers or sealed plastic trash bags so as to prevent scattering by the wind.

Garbage, trash, and refuse put out for City pickup, shall not be put out earlier than 5:00 p.m. of the day immediately preceding the pickup day. Any reusable trash containers must be removed from the front of residences by 9:00 p.m. of the pickup day. Between pickup dates, garbage, trash, and/or reusable containers for such, shall be stored out of view from City streets and adjacent or neighboring property owners.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION - 15 TREE AND BRUSH DISPOSAL

All trees, brush, stumps, roots, or similar material or debris, that may be cut or cleared upon any lot, shall be removed from the property or converted to firewood, within one month (30 calendar days) after cutting or clearing. When any tree is cut down on any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains for longer than one month (30 calendar days).

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION - 16 STORAGE OF WOOD AND CONSTRUCTION MATERIAL

Firewood or other materials of a similar nature stored or kept on any residence property must be screened from view by means of an enclosure made of a fence-type material (a lattice style is permissible) not exceeding four (4') feet in height, or by shrubbery of sufficient density to accomplish the same purpose.

Construction-type material of any type shall not be stored on any Association property for more than one month (30 calendar days).

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 17 ANIMALS AND PETS

No animals may be housed, kept, or maintained on any Association property, except dogs, cats, or other usual and ordinary household pets. However, those exceptions must be housed and cared for in a manner which will not disturb the quality of life and the environment of other Association residents and property. No animals shall be kept, bred, or maintained for any form of commercial purposes, within the Association. All animals and pets must be housed within the principle dwelling (garage included) and all forms of outside animal or pet shelters, pet houses or cages, or dog "runs", are prohibited. Pet owners whose dogs create an annoying barking problem, even if housed within the residence dwelling, must find a way to rectify the disturbing noise nuisance if any complaint is received from nearby neighbors.

When walking any pet beyond the confines of the owner's private property, within the Association, such pets must be kept on a leash. All animal excrement excreted beyond the confines of the owner's private property, shall be picked up immediately by the individual walking the pet and properly disposed.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 18 NUISANCE OR NOXIOUS ACTIVITY

No nuisance, noxious, offensive, or potentially dangerous activity of any kind is allowed within the Association boundaries. Association residents shall not conduct a trade, business, or profession, which results in abnormal activities outside of the confines of their residence dwelling (including attached garage).

Any activity which is, or may become, a serious annoyance or nuisance to Association residents, should be reported to the City of Kenosha Police Department, especially if it appears to be of an illegal nature.

No noxious material shall be disposed of along City-street curbs within the Association because such material eventually ends up in the Association's water-retention ponds, thus contributing to water pollution. (Also refer to Section-12 of these Restrictive Covenants)

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION - 19 UTILITIES AND ANTENNAS

All electric, telephone, television, computer, and similar service cables running from utility service compartments/panels to any residence, shall be underground.

No solar panels, wind generators, or similar alternative energy devices shall be allowed except for gas-driven electric generators. Such gas-driven generators must be located and/or enclosed so as not to create an undesirable noise nuisance to neighbors, and shall be used ONLY during periods of complete power outages.

The original Association Covenants stated that "No exterior antennas of any nature are permitted." That restriction was amended in 2001, to permit an outdoor satellite/dish antenna up to 20 inches in diameter, and required that such antenna shall not be installed or located on the front side of any residence building. The singular reference to "antenna" in that 2001 amendment was intended to mean that only ONE such antenna shall be permitted on each residence property. These Association Covenants as amended in 2006 continue to restrict the size of a satellite/dish antenna to a maximum diameter of 20 inches, and permits only ONE such antenna be installed on any one residence property.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 20 YARD LAMP POSTS

In keeping with the Association's original Covenant provisions, the owner of any lot within the Association shall have installed and maintain, one lamp post with light, on the front yard, located between ten feet (10') and twenty-five feet (25') from the lot-side of the front sidewalk. Such lamp post shall be "free-standing" and not be part of any extension or attachment to the residence dwelling. The lamp (light) shall operate automatically using a light-sensing device.

Property owners are expected to promptly replace burned-out bulbs in their front-yard lamp post.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 21 SIGNS POSTED ON ASSOCIATION PROPERTIES

Displaying signs on any property in the Association is generally discouraged. One exception is the permanent posting of "No trespassing" signs (and variations thereof) at or near the four retention ponds on Lots-28 and 29 by the Property-Owner's and/or Condo-owner's Associations.

Posting of signs or decorations on any public right of way without City permission is prohibited by City of Kenosha Ordinance 5.045. That generally includes sidewalks and the parkway area between the sidewalks and curbs. In addition, signs shall not be attached to any utility poles or street-sign posts, or to newspaper or mail-box posts/supports within the Association boundaries.

No more than two signs shall be displayed at any one time on any of the 70 home-owner lots, including "For Sale" signs.

No sign shall exceed five (5) square feet (720 square inches) in total size, with no one dimension exceeding 36 inches, including the sign framing.

Any signs advertising or promoting a specific event (such as voting, festivals, garage/yard sales, etc.) shall not be displayed prior to thirty (30) calendar days of the event, nor more than seven (7) calendar days after the event.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 22 HANGING OF MATERIAL OUTDOORS

No outdoor hangings of clothes, sheets, blankets, carpeting/rugs, laundry of any kind, or other articles such as tarps, tents, sleeping bags, etc., shall be permitted within the Association.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 23 OUTDOOR PLAY EQUIPMENT AND STRUCTURES

All outdoor play equipment such as swing sets, sandboxes, trampolines, slides, "pole-built" play and climbing structures (not exceeding 12 feet in height), and any other type of childhood play equipment, shall be located only in back yards (behind the rear foundation of the dwelling/house). The only exceptions are that basketball frames and hoops, and skate-board equipment, may be placed on or next to driveways, but never on City streets or sidewalks, or on the "parkways" in between. Skate-board equipment/structures must be removed and stored elsewhere when not in use during any day/night. Property owners are encouraged to use discretion when it comes to what may appear to other neighbors as an over-abundance of backyard playground equipment. Once playground equipment becomes unusable, it should be promptly discarded, and never stored so as to be visible from the street fronting the dwelling residence.

No playhouse or structure shall be "frame-built" so as to be construed to be a "Utility Building or Structure" prohibited by Section-8 of these Restrictive Covenants. Refer to that Section for a definition of "frame-built".

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 24 MAIL AND NEWSPAPER BOXES

Association property owners are responsible for installing and maintaining their own mail and newspaper boxes, including the supports (posts) for same. Any questions or concerns regarding them should be directed to the United States Post Office (Downtown Kenosha) for mail-box issues, and to your local newspaper delivery person for newspaper-delivery issues. While the Association does not get involved with the actual installation of these boxes, it does become involved if the boxes and their support posts become an undesirable appearance problem.

Only one mail box and up to two newspaper boxes are permitted for each homeowner's property. Such boxes and their supporting framing/structure (posts) must be properly maintained by the respective property owner(s).

Signs or decorations of any type shall not be attached to mail and newspaper boxes or their posts/supports. City of Kenosha Ordinance 5.045 provides that no banner, sign, or decoration, shall be placed in any public right-of-way without City permission. Mail and Newspaper boxes are located in the public right-of-way (the parkway area between the sidewalk and the street curb), on the 70 home-owner lots within the Association.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 25 SEASONAL AND HOLIDAY DECORATIONS

Seasonal/Holiday decorations and displays shall not be displayed prior to 60 days of the event date. All such decorations or displays relating to a holiday event, including light sets or floodlights, and including those attached to house roofs, roof gables, and/or eaves (whether lit or not) must be removed no later than 60 days after the holiday event.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 26 MISCELLANEOUS COVENANT PROVISIONS

Invalidation of any Section or part thereof, of these Restrictive Covenants, by court order or decision, shall not impair or affect in any manner, the validity, enforceability, or effect, of the balance of these Restrictive Covenants. Such invalidation may later be corrected by an amendment to these Restrictive Covenants.

No restriction, condition, obligation, or provision contained in these Restrictive Covenants as amended in 2006, shall be deemed to have been abrogated or waived by reason of any failure of enforcement or proper application thereof, or of any previous Association Restrictive Covenants, regardless of the number or type of violations or breaches which may have occurred. Also, any such failure of enforcement or proper application of one or more Sections or provisions of these Restrictive Covenants as amended in 2006, or of any previous Association Restrictive Covenants, shall not be used as an argument or defense by Association members as a reason or basis for not complying with any of the provisions of these Covenants. If the Association's Restrictive Covenants in effect prior to these amended Covenants becoming effective (in 2006) did not specifically describe or address certain restrictions or provisions, or were ambiguous or unclear as to the proper application of certain restrictions or provisions, such void (omission) or ambiguity shall in no way affect the applicability or enforcement of these Restrictive Covenants as amended in 2006.

Where applicable, the City of Kenosha Code of General Ordinances shall apply to all properties within the Spring Meadows Subdivision Property Owners Association. However, the provisions contained in these Restrictive Covenants may be more or less restrictive than what is provided by those City Ordinances.

Failure of the Association to previously enforce any of the provisions of these Restrictive Covenants shall not constitute a waiver of the right to do so at a later date.

These Restrictive Covenants as amended in 2006, and any future amendments thereto, shall be perpetual and binding on all Association property owners for as long as the Spring Meadows Subdivision Property Owners Association, Inc., shall continue existence as a Wisconsin Corporation. As provided in the original (1989) Restrictive Covenants, the conditions and restrictions set forth in these Restrictive Covenants as amended in 2006, shall apply to, and bind, successor owners of all property parcels within the Spring Meadows Subdivision Property Owners Association, Incorporated. Upon acquisition and acceptance of a deed or other legal conveyance of any Association property, the new owner(s) acknowledges, accepts, and agrees to all the conditions and restrictions set forth in these Association Restrictive Covenants as amended in 2006.

The title captions of the various Sections of these Restrictive Covenants are inserted solely as a matter of convenience and for reference purposes, and in no way define, limit, or describe the scope of these Restrictive Covenants or the intent of any provisions thereof.

The use of the singular in these Restrictive Covenants shall be deemed to also include the plural, whenever the grammatical context so requires.

Within these Restrictive Covenants, the word "ASSOCIATION" shall mean the Spring Meadows Subdivision Property Owners Association, Incorporated.

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 27 ENFORCEMENT OF RESTRICTIVE COVENANTS

The Association's Board of Directors and/or Architectural and Appearance Control Committee (AACC) shall have the responsibility and authority to notify any property owner(s) in the Association for failure to comply with any of the provisions of these Restrictive Covenants. The mailing of the initial (first) notice may be delegated by those Association officials to any one of them, or another Association Officer. If after receiving the initial written notification, the property owner(s) fails or refuses to correct the non-compliance situation or condition within the specified time period, the AACC shall send (by regular first-class mail) a second notice to the property owner(s). Such second notice shall clearly state that if the problem situation or condition is not corrected by a specified date, enforcement action shall commence as of that date, which includes the imposition of a "NON-COMPLIANCE PENALTY" of \$1.00 per day for each day of continued non-compliance, commencing with the specified date referred to in this sentence. After the initial penalty period of 30 days (\$30), the penalty will increase to \$10 per day until the problem situation or condition is corrected. The offending property owner(s) is responsible for notifying the AACC of the date the problem was corrected, in order to be relieved of any further penalty.

While the Non-Compliance Penalty will be imposed/levied as of the specified date referred to previously, it will officially be assessed at the end of each 30-day period of non-compliance, with an assessment notice then being sent requesting payment within 10 days. Amounts so assessed and not paid by the 10-day due date, shall be subject to 18% per annum interest from the due date until paid. The Association's Board of Directors shall have the authority to seek compliance enforcement and collection action (of the Non-Compliance Penalty and interest due) through the appropriate Kenosha County Court, against any property owner(s) who refuses to comply with the provisions of these Restrictive Covenants as requested by the Spring Meadows Subdivision Property Owners Association, Incorporated.

The Association's Board of Directors shall also have the responsibility and authority to seek prompt remedial action against any property owner(s) who begins construction of any item or structure on their property without first obtaining approval of the Association's Architectural and Appearance Control Committee (AACC) whenever such advance approval is required by these Restrictive Covenants. Such remedial action will likely be a "Restraining Order" or other legal process to promptly stop any further construction. A "Notice of Intent" to initiate such legal action shall be given to the property owner immediately preceding the date of obtaining or seeking the legal action. Upon receiving such "Notice of Intent", the offending property owner shall immediately stop any further construction action, and shall schedule a meeting with the Association's Board of Directors and/or its Architectural and Appearance Control Committee (AACC) to discuss and hopefully resolve the issues involved.

The Association's original Restrictive Covenants provided that any lot owner(s), or their heirs, successors, or assigns, who violate or attempt to violate any of the Association's Restrictive Covenants, could be prosecuted for such violations. Those original (1989) covenants also provided for the recovery of damages for such violations, and that any lot owners could be compelled to replace any lot re-grades which could create water-drainage problems. Those original covenant-enforcement provisions (as stated above in this paragraph) shall continue to be applicable to these Association Restrictive Covenants as amended in 2006.

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SPRING MEADOWS PROPERTY OWNERS ASSOCIATION
RESTRICTIVE COVENANTS

SECTION – 28 AMENDMENTS TO RESTRICTIVE COVENANTS

Further amendments to these Restrictive Covenants as amended in 2006, shall be conducted only by mail voting in accordance with Sections – 2, 4, and 5, of Article-VI, of the Association's Bylaws as amended in 2005.

Any future amendments to these Restrictive Covenants shall become effective on the day immediately following the closing date specified in the voting process, as provided in Section-7 of Article-VI, of the Association's Bylaws.

A copy of the actual amendment plus a copy of the vote results, must be officially filed/recorded in the Association's "Permanent Business File" in the safe-deposit box at the Association's bank. A copy of both those documents must also be mailed to all 130 Association households within twelve months from the effective date, as the member's record, in lieu of recording the amendment document with the Register of Deeds Office where it would be electronically filed.

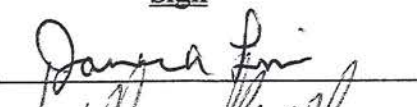
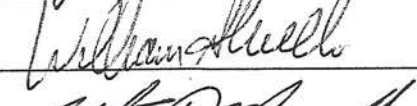
SPRING MEADOWS PROPERTY OWNERS ASSOCIATION

AUTHENTICATION STATEMENT

The 28 Sections of **Restrictive Covenants** for the **Spring Meadows Property-Owner's Association, Incorporated**, as amended in 2006, became effective on December 12, 2006, and supersede and replace the original Restrictive Covenants created on April 28, 1989, and the amendments thereto in June, 1989; April, 1990; December, 2001; and October, 2003.

The Board of Director members signing below, serving as of the effective date of these Restrictive Covenants, do attest to the fact that these Restrictive Covenants were drafted and finalized only after careful and thorough information was mailed to all 130 households in the Spring Meadows Property-Owner's Association regarding the amendment process, including the voting process applicable to the final Restrictive Covenants, and that all Association members were given ample opportunity to offer suggested changes and to express their concerns and opinions during the overall amending process. As a result, these amended Restrictive Covenants shall be applicable to, and binding on the owners of all 130 households within the Spring Meadows Property-Owner's Association, Incorporated.

Board-Member Signatures:

<u>Print</u>	<u>Sign</u>	<u>Date signed</u>
James A. Lois		12/29/06
William G. Aiello		12/29/06
VICTOR P. MISURACCI		12-29-06

SPRING MEADOWS PROPERTY OWNERS ASSOCIATION

VOTE RECORD OF BALLOTS CAST BY MAIL

Voting Action/Process:

Vote on the Association's RESTRICTIVE COVENANTS (28 Sections) as completely amended, redrafted, and renumbered in 2006, to supersede and replace the original Restrictive Covenants created April 28, 1989, and subsequent amendments thereto in June, 1989; April, 1990; December, 2001; and October, 2003.

Date ballots were mailed:

NOVEMBER 24, 2006

Date of "closing" the voting process:

DECEMBER 11, 2006

Effective Date: The results of this specific voting process became effective on the day immediately following the above "closing" date, that being ---

DECEMBER 12, 2006

TALLY OF VOTES CAST: (Following, are the results of that voting process)

	<u>LOT OWNERS</u>	<u>CONDO OWNERS VOTES</u>	<u>(BALLOTS)</u>	<u>TOTAL VOTES</u>
Voted "FOR"	<u>33</u>	<u>5 $\frac{3}{4}$</u>	<u>23</u>	<u>38 $\frac{3}{4}$</u>
Voted "AGAINST"	<u>2</u>	<u>$\frac{1}{4}$</u>	<u>1</u>	<u>2 $\frac{1}{4}$</u>
Total Votes Cast	<u>35</u>	<u>6</u>	<u>24</u>	<u>41</u>
Did not vote	<u>35</u>	<u>9</u>	<u>36</u>	<u>44</u>
Total Authorized Votes	<u>70</u>	<u>15</u>	<u>(60)</u>	<u>85</u>
Total votes cast (from above)				<u>41</u>
Required majority of 50% +				<u>21</u>
Total "FOR" votes cast (from above)				<u>38 $\frac{3}{4}$</u>
[<u>(More)</u> Less than the required majority] (circle one) (PASSED)				
				<u>Date</u>

Ballots tallied, and this record prepared by:

Gene Fitzgerald

Ballots recounted and verified by:

Carolyn Krumen

1/5/07

* * * * *

Special Note: The Association's original Bylaws and Restrictive Covenants were amended in September, 2003, to provide that a majority of the votes cast shall determine the results of any Association voting process conducted for the purpose of amending those two documents. Later, in 2005, the Bylaws were further amended to provide that a majority of the votes cast shall determine the results of any Association voting process conducted by mail ballot for whatever purpose.

