

Document Number

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HIGHLAND ESTATES RESIDENTIAL DEVELOPMENT
DECLARATION OF RESTRICTIONS and COVENANTS

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REGISTER OF DEEDS: **Jennifer A. Mack**

Recording Area

Name and Return Address

SANTAY KUTTEMPEER
ARBOR ESTATES GROUP, LLC
19275 W. CAPITOL DRIVE
SUITE 100
BROOKFIELD WI 53045

Parcel Identification Number (PIN)

Parcel 1: 92-4-122-232-1306

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WRDA Rev. 12/22/2010

**HIGHLAND ESTATES
RESIDENTIAL DEVELOPMENT**
Declaration of Restrictions and Covenants

THIS DECLARATION OF RESTRICTIONS AND COVENANTS ("Declaration"), is made this 25th day of July, 2025 ("Effective Date"), by Arbor Estates Group, LLC, a Delaware limited liability company ("Developer") with its principal place of business at 19275 W. Capitol Drive, Suite 100, Brookfield, WI 53045.

RECITALS:

WHEREAS, Developer is the owner of real property located in the Village of Pleasant Prairie ("Village"), County of Kenosha, State of Wisconsin known as Highland Estates consisting of approximately 270 acres in aggregate, as legally described on Exhibit A attached hereto and incorporated herein (the "Property") and as depicted on the Phasing Plan (defined in Section 1.19 below);

WHEREAS, it is Developer's intention to develop the Property in five (5) separate phases in accordance with the Phasing Plan (which Phase Plan may be changed at any time in Developer's sole and absolute discretion) to create a total of seven hundred five (705) residential units across the Property (the "Project"), which shall include the following: (A) four hundred forty-seven (447) single-family lots zoned under Village Ordinance #23-32, as amended by Ordinance #24-46 (and as may be subsequently amended after the Effective Date) (each a Single-Family Lot), which created the Highland Estates Single-Family Planned Unit Development; (B) eighty-nine (89) duplex lots intended to be improved with a total of one hundred seventy-eight (178) duplex homes (2 duplex homes per lot) zoned under Village Ordinance #23-33 as amended by Ordinance #24-47 (and as may be subsequently amended after the Effective Date), (each a Duplex Lot), which created the Highland Estates Two-Family Duplex Planned Unit Development; and (C) forty (40) lots intended to be improved with a total of eighty (80) condominium units (2 condominium units per lot) zoned under Ordinance # 23-34 as amended by Ordinance #24-47 (and as may be subsequently amended after the Effective Date), (each a Condominium Lot), which created the Highland Estates Condominium Planned Unit Development;

WHEREAS, Developer desires to subject the Property, in phases, to the conditions, covenants, restrictions, easements, reservations, liens, charges, rights, benefits and privileges (hereinafter collectively referred to as "Covenants") set forth in this Declaration; and

WHEREAS, initially, except for the Excluded Lots (defined below in Section 2.1) the Developer shall subject the real estate which is legally described in Exhibit B, attached hereto to the provisions of this Declaration as the Subjected Property. From time to time the Developer may, in its sole and absolute discretion, subject additional portions of the Property to the provisions of this Declaration, as more fully described in Section 2.3 below.

NOW, THEREFORE, the Developer hereby declares as follows:

ARTICLE 1 DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Architectural Control Committee" or "ACC" shall mean a committee composed of three (3) representatives appointed by the Board; provided, however, prior to any such appointment, the Developer shall be the Architectural Control Committee with respect to the approval and review process pertaining to the design and initial construction of homes and other improvements on Lots.

1.2 "Association" shall mean and refer to Highland Estates Homeowners Association, Inc., a Wisconsin non-stock corporation.

1.3 "Board" shall mean the board of directors of the Association.

1.4 "Common Areas" shall mean those portions of the Subjected Property which are designated in Section II of Exhibit B as Common Area. The Common Area shall generally include real property located within the Property and designated as restricted stormwater retention areas, restricted wetland conservancy areas, restricted planting and landscape easement areas, entry monument easement areas and other areas, together with all improvements located thereon and therein.

1.5 "Condominium Association" shall mean each of the condominium associations created to serve as an association within the meaning of Wisconsin Statutes, Section 703.15(1) for Condominium Area North and Condominium Area South, respectively; provided, however, use of the term Condominium Association shall not impose any obligation of the Condominium Association for either Condominium Area North or Condominium Area South to perform on the part of the other Condominium Association.

1.6 "Condominium Lot" shall mean a subdivided lot which is or may be, through a Supplemental Declaration, designated in Exhibit B as a "Condominium Lot", as Exhibit B may be amended from time to time in Developer's sole and absolute discretion. Each Condominium Lot will be improved with Condominium Units.

1.7 "Condominium Unit" shall mean and refer to any "unit" within the meaning of Wisconsin Statutes, Section 703.02(15) and located on a Condominium Lot. The structure in which one or more Condominium Units exist shall be referred to as a "Condominium Building". The condominiums depicted on the Final Plat(s) for Condominium Area North and Condominium Area South may be referred to individually and collectively herein as a "Condominium"; provided, however, use of the term Condominium shall not impose any obligation for either Condominium Association to perform on the part of the other Condominium Association.

1.8 "Developer" shall mean Arbor Estates Group, LLC, a Delaware limited liability company, its successors and assigns.

1.9 "Duplex Lot" shall mean a subdivided lot which is or may be, through a Supplemental Declaration, designated in Exhibit B as a "Duplex Lot", as Exhibit B may be amended from time to time from time to time in Developer's sole and absolute discretion.

1.10 "Duplex Parcel" shall mean a portion of a Duplex Lot as more fully described in this Section. Each Duplex Lot shall be improved with a building containing two Duplex Units. Each Duplex Unit on a Duplex Lot shall share a perimeter wall with one other Duplex Unit. The shared walls are defined as "Party Walls" in Section 9.1 below. Each Duplex Lot shall be divided into two tracts which shall be defined by the Party Walls, as extended to the lot line. Each such tract shall consist of a Duplex Unit (including approximately one-half (1/2) of the Party Wall which divides the Duplex Unit from the adjoining Duplex Unit) landscaped areas, and portions of driveways and walkways which will serve the Duplex Unit. Each tract shall be legally described in the deed which conveys the tract to the first purchaser thereof from the Developer and the tract so described, together with all improvements thereon, shall be a "Duplex Parcel" hereunder.

1.11 "Duplex Unit" shall mean and refer to a residential unit on any Duplex Lot shown on a Final Plat. The structure in which one or more Duplex Units exist shall be referred to as a "Duplex Building".

1.12 "Dwelling Unit" shall mean a portion of the Subjected Property which is improved or planned to be improved with a single-family residential unit. A Dwelling Unit may be (i) a Single-Family Lot which is improved or planned to be improved with a Single-Family Home, (ii) a Duplex Parcel which is improved or planned to be improved with a single Duplex Unit, or (iii) a Condominium Unit or planned Condominium Unit.

1.13 "Final Plat" shall mean a plat of subdivision which is Recorded with respect to a portion of the Property.

1.14 "Lot" shall mean and refer to a subdivided Lot which is created pursuant to a Final Plat, and shall include any Single-Family Lot, Duplex Lot, and Condominium Lot. The Duplex Lots and Condominium Lots exist in two separate areas on the Property, referred to as "Duplex Area North" and "Duplex Area South" with respect to the Duplex Lots, and "Condominium Area North" and "Condominium Area South" with respect to the Condominium Lots.

1.15 "Member" shall mean and refer to an Owner of a Single-Family Lot or Duplex Parcel, and each Condominium Association, all of which are Members of the Association as provided in Article IV hereof. The Owners of the Excluded Lots, as defined in Section 2.1 below, shall not be Members of the Association or subject to any of the provisions Article 6 of this Declaration.

1.16 "Outlot" shall mean any "outlot" as identified on a Final Plat.

1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Dwelling Unit, and which shall include the Condominium Unit owners with respect to ownership of the common areas of a Condominium, as applicable; The Developer shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Developer.

1.18 "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.19 "Phasing Plan" shall mean the plan under which Developer shall construct and develop the Project, which includes Phases I, II, III, IV and V, commencing with Phase I and ending with Phase V, as further set forth on Exhibit C. The Phasing Plan may be modified by the Developer, at any time, in its sole and absolute discretion.

1.20 "Property" shall mean the real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or charges shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B, as many be amended from time to time in Developer's sole and absolute discretion, and expressly made subject to the provisions of this Declaration as part of the Subjected Property or Supplemental Property as described in Sections 2.1 & 2.3. Any portions of the Property which are not made subject to the provisions of this Declaration as part of the Subjected Property may be developed and used for any purposes not prohibited by law.

1.21 "PUD Ordinance" shall mean the applicable Village ordinance governing a Lot on the Property, and shall mean, respectively, Village Ordinance #23-32 as applicable to the Single-Family Lots, as amended by Ordinance #24-46 ("Single-Family PUD Ordinance"), Village Ordinance #23-33 as applicable to the Duplex Lots, as amended by Ordinance #24-47 ("Duplex PUD Ordinance"), and Ordinance # 23-34 as applicable to the Condominium Lots, as amended by Ordinance #24-48 ("Condominium PUD Ordinance"), all as may be subsequently amended.

1.22 "Recorded" shall mean recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin.

1.23 "Single-Family Lot" shall mean a subdivided lot which is designated in Section I.A. of Exhibit B as a "Single-Family Lot", as Exhibit B may be amended from time to time in Developer's sole and absolute discretion. The primary residential structure existing on a Single-Family Lot shall be referred to as a "Single-Family Home". The PUD Ordinance sets forth various regulations and requirements for Single-Family Homes based on the "Sub-Area" such Single-Family Home is located in, which includes Sub-Areas numbered one (1) through nine (9), as further described on Exhibit E.

1.24 "Subjected Property" shall mean the real estate legally described in Exhibit B, as may be supplemented or amended from time to time in Developer's sole and absolute discretion, which is subject to this Declaration. The Owners of the Excluded Lots, as defined in Section 2.1 below, shall not be Members of the Association or subject to any of the provisions Article 6 of this Declaration.

1.25 "Village" shall mean the Village of Pleasant Prairie, Wisconsin.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property Subject to Declaration. Developer, as the owner of fee simple title to the Property, expressly intends to and by Recording this Declaration, does hereby subject the Subjected Property to the provisions of this Declaration. Developer reserves the right and power in its sole and absolute discretion to, from time to time, subject additional portions of the Property to the provisions of this Declaration as additional Subjected Property, as more fully provided in Section 2.3 below. Nothing in this Declaration shall be construed to obligate the Developer to subject any portion of the Property other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by Developer pursuant to Section 2.3 below. Notwithstanding the foregoing, Lots 85 through 101 ("Excluded Lots") shown on the Final Plat described in Exhibit B shall be subject to the Declaration of Restrictions, Covenants and Easements for the Devonshire Subdivision, as modified by the Supplemental Declaration of Restrictions, Covenants and Easements for the Devonshire

Subdivision. The Owners of the Excluded Lot shall not be Members of the Association or subject to any of the provisions in Article 6 of this Declaration.

2.2 Conveyances Subject to this Declaration: All Covenants which are granted, created, reserved or declared by this Declaration shall be deemed to be Covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Subjected Property, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.3 Additions to the Property. Developer may, from time to time and in its sole discretion, subject all or a portion of the real property described on Exhibit D attached hereto, including any improvements located thereon (the "Supplemental Property"), to this Declaration. The additions authorized herein shall be made by Recording a supplement to this Declaration ("Supplemental Declaration") which shall extend the Covenants to such Supplemental Property, including increasing the number of Members and votes in the Association and the amount of property owned by the Association. A Supplemental Declaration may contain such complementary additions and modifications of the restrictions and covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the Supplemental Property (as determined by the Developer in its sole and absolute discretion) provided that any such additional and modifications shall not materially and adversely impact the rights or obligations of Owners hereunder. Such Supplemental Declaration may also provide for the use and enjoyment of the Common Areas by the Owners of Dwelling Units contained within the Supplemental Property. Upon the Recording of a Supplemental Declaration, the property described therein shall constitute a part of the Subjected Property and shall be subject to all of the terms of this Declaration.

2.4 Restriction Against Sale of Outlots 1, 3, 4, 7 & 8. Notwithstanding anything to the contrary, neither the Association nor any other party shall sell any Outlot 1, 3, 4, 7 & 8, or any portion thereof, as depicted on the Final Plat to any Owner of a Single-Family Unit, Duplex Unit, or Condominium Unit or any other third party under any circumstance whatsoever. The Village shall also have the right to record a separate Declaration of Restriction on Sale as to any such Outlots 1, 3, 4, 7 & 8, that provides that neither the Association nor any other party shall sell any Outlot 1, 3, 4, 7 & 8 or any portion thereof, as depicted on the Final Plat. Similar restrictions may be placed on future outlots that are developed and designated as Dedicated Stormwater Drainage, Retention Basin, Access and Maintenance Easement areas within the Property.

2.5 Public Park. Outlot 6 shall be dedicated to the Village as a public park space. Once dedicated and conveyed to the Village, the Village shall have no obligations under this Declaration as it relates to Outlot 6.

ARTICLE 3 GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Subjected Property is subject to this Declaration and its Covenants to promote the best use and the most appropriate development and improvement thereof; to protect the Owners against improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar

architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive Dwelling Unit(s) with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of the Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for high-quality improvements in the Property intended to enhance the value of investments made by purchasers of Dwelling Units.

3.2 Land Use and Building Type. The development and ownership of each Dwelling Unit shall in all instances comply with the applicable governing PUD Ordinance on file with the Village Community Development Department and as provided for reference purposes only in Exhibits E, F and G (all as may be amended from time to time). Notwithstanding anything contained herein to the contrary, Developer and any subsequent purchaser of a Dwelling Unit, Condominium Building or Duplex Building may use the same for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein, subject to applicable Village conditional use permits requirements.

3.3 Architectural Control. Subject to the terms of a Special Amendment recorded under Section 8.2 hereof, no alteration, addition or improvement (including, but not limited to, construction of a home, exterior addition, fence, wall, swimming pool, driveway, deck, sidewalk, yard lamp post, landscaping, antennae, deck patio, sidewalk, or other structure or improvement of any type) shall be commenced, erected or maintained upon any Lot, until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout shall have been submitted to and approved, in writing, as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Architectural Control Committee. Notwithstanding anything to the contrary, as long as Developer owns one or more Lots or Dwelling Units, Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the written approval of the proposed plans and specifications therefor from the ACC, which shall be submitted to and in accordance with the requirements of the ACC as it may set forth from time to time. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans 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 after commencement of such construction (as measured by the first date of installation of such improvements), then approval from the ACC will not be required. The ACC shall have the right to waive minor infractions or deviations from the Covenants in cases of hardship or as otherwise determined by the ACC insofar as they do not conflict with the applicable PUD Ordinance. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and Developer, or ACC, may in its discretion require stricter standards, or conversely, may relax standards, on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the Final Plats or the obligations imposed by this Declaration on Owners or the requirements of the Village ordinances. Further the ACC may require reasonable alterations to be made to any of the plans submitted under this Declaration and said recommendations shall be binding upon the submitting Owner. No previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the prior written approval of the ACC, which may be withheld in its sole and absolute discretion.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements, subject to compliance with then existing ordinances and regulations of the Village.

3.4 Grading, Building, Location and Lot Area.

- (a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans for the Property ("Grading Plans") on file with the Village Community Development Department and Village Engineering Department (as may be amended by Developer from time to time, subject to Village approval).
- (b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the Final Plats. The ACC reserves the right to make modifications as to the final first floor grade of the building with the Village Engineer's approval. The landscaping and drainage of the Lot shall conform to Grading Plans.
- (c) Each Owner shall be responsible for ensuring that drainage from their Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the Grading Plan. Minor changes from said Grading Plan, where these changes do not violate the purpose, spirit and intent of said Grading Plan, shall be reviewed and may, if for good and sufficient reasons, be approved by the ACC and the Village; in all other cases the approved grades shall be strictly adhered to. Owners shall be held responsible for any violation that causes additional expense to Developer or any other Owner to correct any grading problems.
- (d) Upon the approval of building grades by the ACC, the applicant shall file the approved grading plans along with the single-family permit application to the Village Building Inspector Department for its review and approval prior to commencing any grading on the Lot.
- (e) Any excess fill from excavations performed by an Owner shall be hauled from the Lot, at Owner's cost, to a location within the Property specified by Developer, and approved by the Village, and shall not be removed from the Property without the permission of the ACC or in violation of Village ordinances.

3.5 Completion. All construction of dwellings and other incidental structures shall be completed within one year from date of building permit issuance for the commencement of construction. Pavement of driveways, construction of walkways, landscaping (except topsoil & grass) shall be completed within one year from issuance of an occupancy permit from the Village.

3.6 Utility and Entry Monument Easements/Dedications/Obligations.

- (a) Certain easements affecting the Property are recorded on the Final Plat(s). The minimum front or street setback, side yard rear yard, wetland yard and on other such areas ("Setback Areas") are and shall be reserved for the use of non-exclusive easements for utilities serving, in whole or in part, the Property or any

Lot or Outlot located therein. By accepting title to a Dwelling Unit, and if not delineated on a Final Plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities, as well as for sewers, storm drains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Project and for any other purpose as set forth in dedications and restrictive covenants on the Final Plat(s). Within fifteen (15) days of written request therefor by Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to non-disturbance of such easements) upon such terms as may be reasonably requested. The Owner of any Dwelling Unit on which such easement area(s) are located may use such areas, together with the area between the roadway and its lot ("Street Setback Area"), for grass, plantings, driveways and other such uses as are described on the Final Plats. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the Developer, Village and ACC and subject to any additional restrictions as set forth in the Final Plat(s). Each Owner also hereby agrees that all Lots and Dwelling Units are also subject to the subdivision easements and restrictive covenants contained on the Final Plat(s) and in any separately and simultaneously recorded document associated with the Final Plat(s).

- (b) Entry monuments, including related landscaping elements and lighting, all of which shall be collectively referred to as "Entry Monuments" may be located on Lots 69, 84, and/or 102, on Outlot 8 near the intersection of Cooper Road and 92rd Street, and Highland Place and 49th Court coextensive with the areas shown on the Final Plat(s) as "Dedicated Monument Sign, Access and Maintenance Easement Area" located within such Lots/Outlots have been dedicated, given, granted and conveyed by Developer to the Association for the purposes of placing, constructing, installing, repairing, replacing and maintaining Entry Monuments all in accordance with the Village approved plans and for related ingress and egress. Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations with respect to such areas only to the extent that the Association performs the required maintenance functions to the satisfaction of the Village. The Village shall have no maintenance obligations with respect to the above-mentioned areas. The Entry Monuments and their related landscaping and lighting elements shall be owned and maintained by the Association.
- (c) Landscaping. Developer has constructed a berm of varying heights across the northerly twenty-five (25) feet of Lots 69, 93, 94 and 95 and in the area designated on the Final Plat(s) as a "Dedicated 25' Landscape, Access and Maintenance Easement Area". An easement coextensive with these areas and contained on the above-mentioned Lots (also as shown on the Final Plat(s)) has been dedicated, given, granted, and conveyed to the Association for purpose of access to and maintenance of such areas which are to be used for the planting and installing of trees, shrubs and other landscape materials and all related ingress and egress, grading, replacement, alteration and maintenance activities. These easements shall be exclusive except for the coextensive easements granted on the Final Plats

and other future, roadway, street, driveway or other such use as approved by the Village. These areas within the Property shall be landscaped in accordance with the "Master Landscaping Plan" by Developer (the Master Landscaping Plan is on file with the Village and is made a part of this Declaration). Upon completion of the installation of trees, shrubs and other landscaping materials, no vehicular access through or over the Dedicated 25 Foot Landscape, Access and Maintenance Easement Area shall be permitted except as permitted by the Village for roadway, street, driveway or other such uses as agreed upon by the Village and Developer. After the trees, shrubs and other landscaping materials have been planted and installed in such areas, the Association shall be responsible for the maintenance thereof (which maintenance shall include without limitation watering, mowing grass, weeding, removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) within the Dedicated 25 Foot Landscape, Access and Maintenance Easement Area and such other areas between the dedicated roadways and the Lots. Developer, its successors, assigns and successors-in-title and the Owners of Dwelling Units thereof shall be relieved of any maintenance obligations to the extent that the Association performs the required maintenance functions to the satisfaction of the Village. If the Association does not perform such maintenance obligations, the Owners of Dwelling Units thereof shall be responsible for performing the maintenance obligations. The Village shall have the right but not the obligation to perform maintenance obligations with respect to the street trees. The Association and its Members shall be bound by the above-mentioned covenants and the easements, dedications and restrictive covenants as are contained in the Final Plats. Notwithstanding such easements and dedications, the Village shall have no obligations to exercise its rights with respect to the above-mentioned areas. The obligations contained within this section and as imposed by the Final Plats shall run with the land, shall be binding upon Developer, its successors, assigns and successors in title, in their capacity as an Owner hereunder and shall benefit and be enforceable by the Village and the Association.

(i) Each and every Owner of a Dwelling Unit shall be responsible for the costs of installing the required landscaping on their Dwelling Unit in accordance with a detailed landscaping plan which must be reviewed and approved, in writing, by the ACC and in accordance with the "Landscape Standards" attached hereto as Exhibit H and made a part hereof in conjunction with the construction of the dwelling on the Dwelling Unit. The same shall apply to any areas designated for Condominium Buildings except that the responsibilities shall be performed by the Condominium Association. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall also show all ground cover, including size and caliper of plant materials, mulch areas, landscape, construction materials and construction details. Private landscape plans for any dwelling as approved by the ACC shall be completed within one year from the date of issuance of an occupancy permit by the Village and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Dwelling Unit shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirements shall be considered a violation of this Section of this Declaration and shall be subject to the terms of Section 7.2 hereof. Any alterations to the approved landscape plan for a Dwelling Unit shall be subject to the approval

of the ACC. No trees, landscaping, or other plantings existing on a Dwelling Unit shall be altered or removed without prior written approval of the ACC.

(ii) The Owners of Dwelling Units may install and maintain additional landscaping on the sides of the berm created within the Dedicated 25 Foot Landscape, Access and Maintenance Easement Area on their Dwelling Unit provided that the Owner shall be solely responsible for maintaining landscaping not originally placed by Developer or the Association. Prior to any additional landscaping on such berms, an Owner must have the landscape plan approved by the ACC and the Village.

- (d) Dedications, Easements and Covenants for Stormwater Retention Areas and Adjacent Areas. The fee interest in the areas shown on the Final Plats as Outlots 1, 3, 4, 7 and 8 will be dedicated, given, granted and conveyed by the Developer to the Association. Similar dedications of future outlots that are developed and designated as Dedicated Stormwater Drainage, Retention Basin, Access and Maintenance Easement areas within the Property may be made the Developer to the Association and will contain similar restrictions as set forth below. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the Final Plat. Notwithstanding such easements and dedications, the Village shall have no obligations to exercise its rights with respect to the above mentioned Outlots. After the initial construction and installation by the Developer, the Association shall be responsible for all necessary repairs, alterations, landscaping and all required maintenance to these Outlots. In the event the Association fails to meet its obligations, the Members shall be responsible for such necessary repairs, alterations, landscaping and all required maintenance to these Outlots. All Dedicated Stormwater Drainage, Retention Basin, Access and Maintenance Easement areas (as set forth on the Final Plats) shall be preserved, protected and maintained as stormwater retention basins. No filling or other activity or condition detrimental to their function as a stormwater retention basin shall occur or exist within such areas or on the surrounding lands without the written approval of Developer and Village. From time to time, in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the Final Plats shall run with the land, shall be binding upon Developer, its successors, assigns and successors-in title, in their capacity as Owners and shall benefit and be enforceable by the Village, Developer and the Association. Developer, its successors, assigns and successors-in-title thereof shall be relieved of any preservation, protection or maintenance obligations they may have as Owners only to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Village. The Association and its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in Final Plats.
- (e) Restricted Wetland Conservancy Areas. The areas designated as Restricted Wetland Preservation and Protection, Access and Maintenance Easement on the residential portion of the Final Plats shall be protected and maintained in their existing wetland state and no filling, dredging or other activity or condition shall occur within such areas or on the surrounding land adjacent to such areas which is detrimental to such Dedicated Wetland Preservation and Protection Access and Maintenance Easement (as set forth on the Final Plats) without the written approval of the Village and other governmental bodies having jurisdiction over

such areas. Such areas are subject to an easement which has been dedicated to the Village for wetland conservancy and maintenance purposes and related ingress and egress; however, the Village shall have no obligation to exercise its rights with respect to such areas. The obligations contained within this section and as imposed by the Final Plats shall run with the land, shall be binding upon Developer, its successors, assigns and successors-in-title, in their capacity as Owners of any Dwelling Unit or portion thereof and shall benefit and be enforceable by the Village and the Association. Developer, its successors, assigns and successors-in-title thereof shall be relieved of any protection or maintenance obligations they may have as Owners only to the extent that the Association performs the required protection and maintenance functions to the satisfaction of the Village. The Association, its Members and Owners shall be bound by the above-mentioned covenants and such similar covenants as are contained in the Final Plats.

- (f) Public Park. Outlot 6 shall be dedicated to the Village as a public park space. Once dedicated and conveyed to the Village, the Village shall have no obligations under this Declaration as it relates to Outlot 6.

3.7 Applicable Laws. In addition to the provisions contained within this Declaration, all Dwelling Units and improvements thereon shall be subject to Village ordinances and applicable county, state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Dwelling Unit or Lot shall be further divided or combined without the approval of the Village or Developer. The requirements under the Village ordinances regarding zoning and land divisions are not stated herein and therefore, it shall be the sole responsibility of every Owner to understand and ensure compliance with the Village ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and any Village ordinance, and the Village ordinance is stricter than the provisions contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Dwelling Unit or Lot or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village, and shall not constitute a waiver of such Village requirement and/or approval.

3.8 Nuisances. No noxious or offensive activity shall be carried on upon any Dwelling Unit nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Trash, garbage and other wastes shall be kept in sanitary containers and all such materials and other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted. No tent, shack, shed, garage, barn or other outbuilding or living quarters of a temporary or permanent character shall be permitted on any Dwelling Unit at any time (except as specifically authorized under the applicable PUD Ordinance and this Declaration). There shall be no outside parking of boats or recreational type vehicles on any Dwelling Unit, and any such personal property must be stored in garages. No commercial vehicles, box trucks, bucket trucks, flatbed trailers, buses or vehicles other than private passenger cars, station wagons or similar private vehicles shall be parked in private driveways or on any Dwelling Unit for purposes other than in the normal course of construction or for services rendered to a dwelling or Dwelling Unit. For purposes hereof, a commercial vehicle is a vehicle with commercial lettering on it. Subject to applicable federal, state and local statutes and regulations, no external antennas, including satellite dishes, excepting satellite dishes of not greater than twenty-four inches (24") in diameter, television antenna or radio towers of any type or for any

purpose, shall be permitted on any Dwelling Unit at any time without the prior written approval of the ACC. Owners of Lots upon which Dwelling Units have not been constructed shall maintain and neatly mow such Lot(s) and ensure that the Lot(s) are kept at all times in a presentable state, so as not to be viewed as an eye-sore as determined by the ACC.

3.9 Animals. No animals, livestock or poultry (including but not limited to chickens) of any kind shall be raised, bred or kept on any Dwelling Unit, except that dogs, cats or other small household pets (such as canaries or parakeets) may be kept in a manner which will not disturb the high type and quality of life and the environment of the Property provided that no animals shall be kept, bred or maintained for any commercial purposes. Dog runs, outside dog houses or other such outside animal shelters are prohibited.

3.10 Lamps. At such time as a dwelling is constructed on a Dwelling Unit, the Owner of such Dwelling Unit shall purchase from Developer and install one outdoor electric lamp post, with photo eye wired direct to the Owner's electrical panel. The lamp post shall be installed within the boundaries of the Dwelling Unit near the intersection of the front Dwelling Unit line and the proposed (or completed) driveway, as approved by the ACC.

3.11 Garages. Each Dwelling Unit shall have a private enclosed garage (attached to the dwelling) for on-site storage of not less than two (2) automobiles for each one family dwelling built upon such Dwelling Unit in accordance with the applicable PUD Ordinance and shall be connected to the street by a properly surfaced asphalt, concrete or brick driveway (such driveway shall be installed and completed within one year from the date of issuance of any occupancy permit).

3.12 Roofing Material and Construction. All Dwelling Units proposed to be erected, altered or modified shall specify on the construction plans dwelling materials acceptable in quality to the ACC in accordance with the applicable PUD Ordinance, and the construction shall be carried out with such roofing material as approved by the ACC.

3.13 Exterior Building Materials and Dwelling Quality.

- (a) All Dwelling Units proposed to be erected, altered or modified shall, on the construction plans submitted to the ACC, denote material(s) proposed to be used, i.e. brick, stone, wood, vinyl or insulated aluminum siding or other similar materials acceptable to the ACC and in accordance with the applicable PUD Ordinance, and the construction shall be carried out with the material(s) as approved by the ACC.
- (b) The design, layout and exterior appearance of each Dwelling Unit proposed to be erected, altered or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the Dwelling Units will be of a high quality and will have no substantial adverse effect upon property values.
- (c) The proposed color schemes for a dwelling to be erected, altered, modified or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.
- (d) All color schemes including the color of siding, roof, brick or stone samples must be submitted for approval before installation on the dwelling.

- (e) Hung bays, shall not be permitted on first floor at any dwelling, except for twelve inch (12") maximum projected boxed, bow or bay windows, except as approved by the ACC. Except as may be set forth in any Special Amendment, each and every Owner of a Dwelling Unit shall purchase a mailbox and pole lamp from the Developer in order to maintain a uniform standard and aesthetic throughout the Project.

3.14 Ownership and Maintenance of Outlots 2 & 5. In addition to the Lots described on the Final Plat that Developer has not sold and conveyed to third parties, Developer is also the Owner of Outlots 2 & 5 as shown on the Final Plat and shall be responsible for the maintenance thereof until such time as the Outlots have been platted and improved pursuant to additional final plats for the Property and future Supplemental Declarations. These Outlots, at the sole discretion of Developer, may further be subdivided into additional Lots.

3.15 Construction Commencement Timeline for Dwelling Units. Purchasers of vacant Lots, Duplex Lots or Condominium Lots from the Developer must commence construction of the residential unit to be constructed thereon no later than one (1) year from the date of purchase of such Lots, Duplex Lot or Condominium Lot from Developer, unless otherwise approved by Developer in its sole and absolute discretion.

ARTICLE 4 ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

4.1 Association. The Association is created for the purpose of carrying out the functions assigned to it set forth herein, and shall be bound by the terms of this Declaration.

4.2 Membership. Each Owner of a Single-Family Lot, Duplex Parcel and each Condominium Association shall be a Member of the Association. Membership for a Single-Family Lot and Duplex Parcel shall be appurtenant to and may not be separated from ownership of such Lot, and membership of a Condominium Association shall not be conveyed, assigned or transferred to any other party. Each Condominium Association that is a Member of the Association shall operate as the collective representative of each Owner of a Condominium Unit within the Condominium. Every Member of the Association shall have one vote in the Association for each Dwelling Unit owned by the Member; provided, however, the Condominium Association shall have a vote for each then existing Condominium Unit (being a maximum of (i) forty-six (46) votes with respect to the Condominium Association for Condominium Area North, and (ii) thirty-four (34) votes with respect to the Condominium Association for Condominium Area South). When more than one person or entity holds an interest in a Single-Family Lot or Duplex Parcel, the vote shall be exercised as they themselves shall determine. Prior to the Turnover Date (defined below), the authority and functions of the Board and the Architectural Control Committee shall remain in and be exercised solely by Developer or its successors and assigns. The right and power to exercise the authority and functions of the Board and the ACC shall terminate on the first to occur of (i) at such time as Developer, or its assignee (if any), no longer owns one or more Dwelling Units or Lots within the Property, (ii) the giving of written notice by Developer to the Association of Developer's election to terminate such rights, or (iii) fifteen (15) years from the date of sale of the first Dwelling Unit or Lot sold by Developer (the "Turnover Date"). On the Turnover Date, Developer shall appoint three (3) individual Owners to serve on the Board of the Association until the next annual meeting of Members or until their successors have been duly elected. Thereafter, the Board shall consist of three (3) members who shall be elected by the Members at each annual meeting of Members. Members of such elected Board shall serve for one year or until their successors have been duly elected. The members of the Board shall not be entitled to any

compensation for their services as such members. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against its Dwelling Unit shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

ARTICLE 5 PROPERTY RIGHTS IN THE COMMON AREAS

5.1 Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, Developer shall be responsible for the initial construction, installation and landscaping of Common Areas on the Property in accordance with the development agreement(s) that Developer enters into with the Village ("Development Agreement"), which shall include the stormwater retention areas, entry monuments and their related landscaping and lighting elements, planting and landscape areas, landscaping within the cul-du-sac islands and boulevard medians, and street trees. After initial construction, installation and landscaping of the foregoing is completed by Developer in accordance with the Development Agreement, Developer may, and nothing contained herein shall constitute a waiver by Developer to, subsequently assess the costs of all, or portion thereof, of additional construction, installation and landscaping to the Association pursuant to a separate agreement; provided, that, no such assessment shall be adopted without the affirmative vote of Members representing at least two-thirds (2/3) of the votes cast on the question by members other than the Developer.

5.2 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a nonexclusive right and easement to use and enjoy the Common Area, which shall be appurtenant to and shall pass with the title to every Dwelling Unit or Lot.

5.3 Title to Outlots. Title to the Outlots mentioned above in Section 3.6 (d), shall be conveyed to the Association by quitclaim deed by Developer. Members shall have the rights and obligations set forth in this Declaration with respect to such Common Areas.

5.4 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, but subject to the prior written approval of the Developer and Village, 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; and
- (b) The right of the Association, but subject to the prior written approval of the Developer and Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board.

5.5 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of its guests, tenants, licensees, agents or members of its family, such Owner does hereby authorize the Association or the Village to repair said damaged area. The Association or the Village 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 area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to Village approval. Notwithstanding the foregoing, only the Village shall repair any public sanitary water and storm sewer. The amount necessary for such repairs, together with ten percent (10%) for overhead, shall be a special assessment upon the Dwelling Unit of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner or the responsibility of an Owner as described herein shall be the responsibility of the Association.

5.6 Right to Enter and Maintain. Developer and Association are hereby granted an easement and consequently shall have the right to enter upon any Outlot, Lot or Dwelling Unit at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, retentions areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots or Dwelling Units as a whole, in addition to benefiting such Outlot, Lot or Dwelling Unit. If such Outlot, Lot or Dwelling Unit contains public utilities or facilities having an area-wide benefit, which are maintained by the Village, the Village, following prior written notification to Developer, may, if necessary to maintain such facilities in good working order and appearance, enter upon any Outlot, Lot or Dwelling Unit in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Village and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for the Village's emergency repairs.

5.7 Disclaimer. Developer shall convey the above-mentioned Outlots mentioned above in Section 3.6 (d) to the Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold Developer harmless against any and all claims relating to the Common Areas.

ARTICLE 6 COVENANT FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Dwelling Unit or Lot (other than the Developer) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association; provided, however, in the case of an Owner of a Condominium Unit, that such Owner acknowledges and agrees that the Condominium Association shall pay on its behalf: (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Dwelling Units and repairs to Common Areas; and (4) special assessments as provided in Sections 6.3 & 6.4. All such assessments together with interest thereon and costs of collection thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Dwelling Unit, Lot and/or Condominium (as applicable) against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Every Owner who has purchased or acquired an interest in a Dwelling Unit from the Developer shall pay to the Association, at the closing of the sale of the Dwelling Unit, a portion of the current annual general assessment payable with respect to a Dwelling Unit, prorated from the date of closing until the end of the current assessment year. Thereafter, on or before the 1st day

of January of the ensuing calendar year, and at such other times during such calendar year that periodic installments are due (if any), each Owner of a Dwelling Unit which is subject to assessment shall pay to the Association, that portion of the annual general assessment which is payable by such Owner pursuant to this Article 6.

Prior to the Turnover Date, in the event the annual general assessments and closing contributions collected under this Article 6, after setting aside contributions to the Capital Reserves, during a given assessment year are insufficient to pay the costs provided for in the budget for the year, the Developer shall pay the shortfall to the Association. Except as set forth in the foregoing sentence, the Developer shall have no obligation to pay any assessments under this Article 6. After the Turnover Date, any such shortfall shall be assessed against all of the Owners (other than the Developer) in the form of a special assessment under this Article 6.

6.2 Annual General Assessment.

- (a) *Purpose of Assessment.* The annual general assessment levied by the Association each year shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and, in particular, for the maintenance, repair, replacement preservation, administration and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the Final Plats, including but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board.
- (b) *Determination of the Assessment.* The Board shall adopt and annually submit to the Members a budget of expenses (including for the buildup of Capital Reserves) for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2(a). The Board shall determine the assessment by dividing the amount of the budget among all fully developed Dwelling Units or Lots in the Subjected Property; provided, however, allocation to any Condominium Association shall account for the number of fully developed Condominium Units within the Condominium. Each owner of a Dwelling Unit, Lot or Condominium Unit by acceptance of a deed therefor, is deemed to acknowledge and agree that the rate of assessment shall not be limited by the amounts set forth in Wisconsin Statutes, Section 779.70. For purposes hereof, "fully developed" with respect to each Dwelling Unit shall mean that the Village has issued, or is prepared to immediately issue, a permit for the construction of a residential unit on the Dwelling Unit.
- (c) *Method of Assessment.* The assessment for each Dwelling Unit shall be levied at the same time, once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Dwelling Unit, Lot and Condominium Association so assessed of the action taken by the Board, the amount of the assessment due from each Owner and Condominium Association, and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner and Condominium Association at its last known post office address by United States mail, postage prepaid or emailed to the email address on file with the Association.

- (d) *Date of Commencement of Annual General Assessments.* Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

6.3 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Board may levy in any assessment year a special assessment applicable to that year and not more than the next two (2) succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities, and defraying the costs of replacing or repairing all pipes, drains, grates and other appurtenances (not otherwise owned by the Village) located within any water drainage easement area, to the extent such costs are not covered by Capital Reserves. No special assessment shall be adopted without the affirmative vote of Members representing at least two-thirds (2/3) of the votes cast on the question by members other than the Developer. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.4 Special Assessment for Exterior Maintenance to Dwelling Units.

- (a) *Exterior Maintenance to Dwelling Units.* In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Dwelling Unit or the Condominium Association, or in the event the Owner of any Dwelling Unit or Condominium Association, respectively, fails to maintain the exterior of any buildings or improvements on the Dwelling Unit or Condominium Building or the common area of the Condominium in reasonable condition, provide exterior maintenance upon each Dwelling Unit as follows: (i) paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, driveways, walks, patios and other exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors, shall have all necessary rights of ingress and egress to and from any Dwelling Unit, building or improvement part of the Project with full right to do whatever may be necessary to perform any such maintenance, repair or replacement.
- (b) *Assessment of Cost.* The cost of such exterior maintenance, together with fifteen percent (15%) for overhead, shall be assessed against the Dwelling Unit or Condominium upon which such maintenance is performed and if not paid within thirty (30) days of written notice of the amount of such assessment shall accrue interest at the annual rate of eighteen percent (18%). Such special assessment shall constitute a lien and obligation of the Owner or Condominium Association, as applicable, and shall become due and payable in all respects as herein provided.

6.5 Capital Reserves. The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Areas and other areas required to be maintained by the Association hereunder (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review

of the useful life of improvements to the Common Areas and other areas maintained by the Association and periodic projections of the cost of anticipated major repairs or replacements to such property. Each budget shall disclose that percentage of the assessment which shall be added to the Capital Reserve.

6.6 Closing Contribution. Upon and at the closing of the sale of each Dwelling Unit or Lot by the Developer to a purchaser for value, and upon and at the closing of each subsequent sale of any Dwelling Unit or Lot, the purchasing Owner shall make a contribution to the Association in an amount equal to the greater of (i) one-fourth (1/4) of the current year's assessment for that Dwelling Unit, or (ii) Two Hundred Fifty Dollars (\$250.00). The amounts paid pursuant to this Section shall be held and used by the Association for its working capital needs (and not as an advance payment of the annual general assessment).

6.7 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Dwelling Unit or Condominium Unit, as applicable.

6.8 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Dwelling Unit or Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; (iii) the Excluded Lots, as defined in Section 2.1 and (iv) all Lots owned by the Developer except for Developer's obligation as specified in Section 6.1; and (v) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges or liens.

6.9 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer or conveyance, the grantee of a Dwelling Unit or Lot shall be jointly and severally liable with the grantor (or in the case of a Condominium Unit, with the Condominium Association) for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Dwelling Unit or Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.

6.10 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter until paid in full bear interest at the rate of eighteen percent (18%) per annum or the highest interest rate permitted by law, whichever is lower. In addition to the interest charges, a late charge of up to \$50.00 per day may be imposed by the Board against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.

6.11 Effect of Nonpayment of Assessments; Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or abandonment of its Dwelling Unit, Lot or Condominium Unit as applicable. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or

more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Dwelling Unit, Lot or Condominium Unit remains unpaid for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Dwelling Unit, Lot or Condominium Unit in the office of the Clerk of Circuit Court for Kenosha County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Dwelling Unit, Lot or Condominium Unit, as applicable, and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin Statutes Section 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.12 Limitations on Adjusting Assessments. Notwithstanding anything contained herein to the contrary, Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village would impair the ability of Developer, Association or the Owner to perform the functions as set forth herein and in the Final Plats. Any proposed elimination or material reduction in the assessments or charges against Owners shall require the approval of the Village.

6.13 Transportation Improvement Fee. Pursuant to that certain Agreement Regarding Contributions for Wisconsin State Trunk Highway 165 Corridor Improvements, dated July 18, 2025, between Developer and the Village, Developer agreed to pass the responsibility of payment for costs associated with improving Wisconsin State Trunk Highway 165 to third party purchasers of Lots. As such, the Owner of a Dwelling Unit within the Property shall be responsible for payment to the Village in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250) at the time a building permit is issued for each Dwelling Unit to be constructed on the Property.

ARTICLE 7 ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. This Declaration and the covenants contained herein and on the Final Plats are enforceable by Developer, the Association and/or the Village or such persons or organization specifically designated by Developer, in a Recorded document, as its assignee for the purpose thereof.

7.2 Manner of Enforcement. This Declaration and the Covenants contained herein and on the Final Plats shall be enforceable by Developer and its assigns, the Association and/or the Village in any manner provided by law or equity, including but not limited to one or more of the following:

- (a) Injunctive relief;
- (b) Action for specific performance;
- (c) Action for money damages as set forth in this Declaration;
- (d) Performance of these Covenants by Developer, the Association and/or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt

by such party of notice from Developer, the Association or the Village describing such default. In such event the defaulting Owner shall be liable to Developer, the Association or the Village for the actual costs (plus fifteen percent (15%) for overhead) related to or in connection with performing these covenants; or

- (e) Impose a fine as set forth in Section 8.4 hereof.

7.3 Reimbursement. Any amounts expended by Developer, the Association and/or the Village in enforcing these Covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to Developer, the Association and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

7.4 Failure to Enforce Not a Waiver. Failure of Developer or assigns, the Association and/or the Village to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these Covenants in the event of a subsequent default.

7.5 Right to Enter. Developer, the Association and/or the Village shall have the right to enter upon any Dwelling Unit, Lot or Condominium Unit for the purpose of ascertaining whether the Owner of said Dwelling Unit, Lot or Condominium Unit is complying with these covenants, and if Developer, the Association and/or the Village so elects under Section 7.2(d), for the purpose of performing obligations hereunder on behalf of a party in default hereof.

7.6 Village Authority. In the event the obligations contained herein and as set forth in the Final Plats are not being performed to the satisfaction of the Village, the Village shall have the right, but not the obligation, to perform such function and may assess charges incurred in the performance of such Covenants against the Association and/or the Owners. Any amounts expended by the Village in enforcing these obligations, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall be paid by the Owner or Condominium Association, as applicable. In the event such amounts are not paid, the charges may be levied as a special assessment by the Village in accordance with Wisconsin Statutes.

7.7 Conflict & Failure to Mention. In the event of a conflict between the provision of this Declaration and any Village ordinance, and such Village ordinance is more strict than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Dwelling Unit, or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval. Each and every Owner shall be solely responsible to ensure that the Village ordinances are adhered to and shall be subject to the appropriate Village approval process for construction of the permitted residential unit on said Dwelling Unit.

7.8 Enforcement by Owner. Enforcement of the provisions contained in this Declaration and any rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit or Lot to enforce any lien created hereunder.

ARTICLE 8 GENERAL PROVISIONS

8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under Developer, and shall be for the benefit of and be enforceable solely by the Association, Village and/or Developer for a period of one hundred (100) years from the date this Declaration is Recorded and shall automatically be extended for successive periods of fifty (50) years unless an instrument signed by the Owners of two-thirds of the Dwelling Units and Lots has been Recorded, agreeing to terminate this Declaration in whole or in part. This Declaration may be amended by written amendment, executed and Recorded, setting forth such annulment, waiver, change, modification or amendment executed, solely by Developer until such time as Developer no longer owns any Dwelling Units or Lot in the Property; provided that any such amendment shall not materially and adversely affect the rights of any Owner. This Declaration may be amended by written amendment executed by at least sixty-seven (67%) percent of the Dwelling Units and Lots subject to this Declaration; provided that (i) the provisions of this Section 8.1 may be amended only by an instrument executed by all of the Owners, (ii) no amendment may affect the rights and powers of the Developer shall be effective unless consented to in writing by the Developer, and (iii) any amendment which affects the rights of the Village shall be effective only if the Village has given its prior written consent thereto. All amendments shall be consistent with the general plan of development embodied in this Declaration. Notwithstanding anything to the contrary in this Declaration, any termination, modification, or amendment to this Declaration, at any time and for any purpose, shall not be effective unless the Village has given its prior written approval thereto, which approval shall not be unreasonably withheld.

8.2 Special Amendment. Developer reserves the right and power to Record a "Special Amendment" to this Declaration which may amend, modify, supplement or otherwise change in whole or in part provisions contained in this Declaration with respect to a Sub-Area (as defined in Exhibit E) acquired by a homebuilder which will construct the homes and related improvements in the Sub-Area. Such Special Amendment shall be Recorded only against the applicable Sub-Area, and may grant certain rights to the homebuilder (and its successors and assigns) including, but not limited to, the right to maintain signage on Common Areas, the right to build and occupy temporary construction and sales offices and model homes, the right to act as the ACC for the Sub-Area, the right to approve any amendment to this Declaration (prior to Recording) that may affect the rights of the homebuilder, the right to Record a Sub-Area declaration against the Sub-Area, the right not to pay closing contributions and assessments levied hereunder against Dwelling Units in the Sub-Area until such time as a residential unit is constructed on a Dwelling Unit and conveyed by the homebuilder to a bona fide purchaser for value.

8.3 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

8.4 Enforcement Via Fines. Upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of \$500 and an additional fine of \$100 for each day thereafter that the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Dwelling Unit or Lot of

the Owner or Condominium, as applicable, who caused the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of twelve percent (12%) annually.

8.5 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision but in such a manner so as to make said provision valid and legal.

8.6 Notice of Other Uses. Subject to the prior written approval of the Developer, Developer, or its affiliates, or any other party to which Developer sells subject portions of the Property may develop Lots into single-family rental properties provided such Lots otherwise comply with this Declaration and the Single-Family PUD Ordinance. The specific details related to ownership, operation and restrictions around such rental shall be determined by Developer and shall be subject to the approval of the Village.

8.7 Assignment by Developer: Any and all rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No such successor assignee of the rights of Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

8.8 Construction and Effect. Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

8.9 Headings and Captions. The article, section and paragraph headings and captions are for ease of reference only and shall in no way define or limit the scope or intent of any article, section or paragraph.

ARTICLE 9 PARTY WALLS

9.1 Party Wall. Every wall, including the foundations therefor, which is built as a part of the original construction of a Duplex Building or a Condominium Building and placed on the boundary line between separate residential units shall constitute and be a "Party Wall", and each Owner of a residential unit which includes a portion of a Party Wall (an "Attached Home") shall have the obligations and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

9.2 Rights in Party Wall. Each Owner of an Attached Home shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

9.3 Damage to Party Wall. If any Party Wall is damaged or destroyed through the act or acts of any Owner of an Attached Home, or the Owner's agents, tenants, guests or invitees,

whether such act is willful, negligent or accidental, such Owner shall, with prior notice to the Association and the Owner of the other adjoining Attached Home, forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Attached Home. Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of an Attached Home, or the Owner's agents, tenants, guests or invitees, shall be rebuilt or repaired by the Owners of the adjoining Attached Homes to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible. In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Dwelling Unit.

9.4 Arbitration. In the event of a disagreement between Owners of adjoining Attached Homes with respect to a Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Board and the decision of the Board shall be final and binding.

[Signature Page Follows]

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month and year first above written.

Arbor Estates Group, LLC

By: 
Name: Sanjay Kuttemperoor
Its: Manager

STATE OF WISCONSIN)
) ss.
COUNTY Waushara)

Personally came before me this 25 day of July, 2025, the above-named Sanjay Kuttemperoor, Manager, of Arbor Estates Group, LLC, to me known to be such person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer on behalf of said Developer, by its authority.

This instrument was drafted by Sanjay Kuttemperoor, and after recording should be returned to:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Drive Brookfield, WI 53045


Adam Elfrink, Notary Public



EXHIBIT A

Legal Description of Property

The below sets forth the legal descriptions of the Property.

PARCEL 1:

Lot 2 of Certified Survey Map No. 2740 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on December 19, 2013 as Document No. 1717999, being a redivision of Outlot 4 of "Devonshire" Subdivision, located in a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 23, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

PARCEL 2:

The West 1/2 of the Northwest 1/4 of Section 23, Town 1 North, Range 22 East of the Fourth Principal Meridian, except the East 10 acres thereof. Said land lying and being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

EXCEPTING THEREFROM land conveyed to Wisconsin Electric Power Company by deed dated April 1, 1971 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on April 8, 1971 in Volume 844 of Records, pages 82-83, as Document No. 530777, described as follows: All that part of the Northeast 1/4 of Section 22 and the Northwest 1/4 of Section 23, all in Township 1 North, Range 22 East, Village, formerly Town, of Pleasant Prairie, bounded and described as follows: Beginning at the East 1/4 corner of said Section 22; thence South 89° 48' 49" West on and along the East-West 1/4 line of said Section 22 a distance of 657.00 feet; thence North 02° 35' 35" West a distance of 190.17 feet; thence North 89° 48' 49" East a distance of 657.00 feet to a point in the East line of said Section 22, said point being 190.17 feet North 02° 35' 35" West of said East 1/4 corner of Section 22; thence North 89° 48' 22" East a distance of 1149.20 feet to a point in the East line of the West 70 acres of the West 1/2 of the Northwest 1/4 of said Section 23; thence South 02° 35' 35" East on and along said East line of the West 70 acres of the West 1/2 of the Northwest 1/4 of said Section 23 a distance of 190.17 feet to a point in the East-West 1/4 line of said Section 23; thence South 89° 48' 22" West on and along said East-West 1/4 line of said Section 23 a distance of 1149.20 feet to the point of beginning. Said land lying and being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

FURTHER EXCEPTING THEREFROM lands conveyed in Warranty Deed dated January 29, 2016 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on February 25, 2016 as Document No. 1766738, as corrected by Correction Instrument recorded on October 7, 2016 as Document No. 1782100, described as follows: That part of the Northwest 1/4 of Section 23, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, described as follows: Commencing at a monument at the West 1/4 corner of said Section 23; thence North 89° 48' 27" East, along the South line of the Northwest 1/4 of said Section 23, 939.98 feet; thence continuing North 89° 48' 27" East along the South line of the Northwest 1/4 of said Section 23, 209.22 feet to the Point of Beginning of the property to be herein described; thence continuing North 89° 48' 27" East, along the South line, 13.78 feet to the point on the East property line; thence North 02° 35' 45" West along said East property line, 286.53 feet to a point; thence continuing North 02° 35' 45" West along the East property line, 66.05 feet to a point; thence South 89° 36' 58" West, 108.12 to a point of curvature; thence along the arc of a curve 31.48 feet concave to the Northeast having a radius of 20.00 feet (the chord bears North 45° 17' 17" West, 28.33 feet); thence North

00° 11' 33" West, 10.44 feet to a point; thence South 89° 48' 27" West, 80.00 feet to a point; thence South 00° 11' 33" East, 11.87 feet to a point of curvature; thence along the arc of a curve 30.15 feet concave to the Southwest having a radius of 20.00 feet (the chord bears South 42° 59' 18" West, 27.37 feet) to a point of curvature; thence along the arc of a curve 16.21 feet concave to the Southwest having a radius of 533.00 feet (the chord bears South 85° 17' 53" West, 16.21 feet) to a point; thence South 05° 34' 23" East, 66.00 feet to a point of curvature; thence along the arc of a curve 7.15 feet concave to the Southeast having a radius of 467.00 feet (the chord bears North 84° 51' 57" East, 7.15 feet) to a point of curvature; thence along the arc of a curve 32.99 feet concave to the Southwest having a radius of 20.00 feet (the chord bears South 47° 26' 38" East, 29.37 feet) to a point; thence South 00° 11' 33" East, 74.22 feet to a point on the South property line; thence continuing North 89° 48' 27" East along said property line, 201.25 feet to a point; thence South 02° 35' 41" East, 190.17 feet to the Point of Beginning.

FURTHER EXCEPTING THEREFROM lands conveyed in Quit Claim Deed dated January 2, 2024 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 8, 2024 as Document No. 1957886, described as follows: Part of the Northwest 1/4 of Section 23, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, being more particularly bounded and described as follows: Beginning at the Northwest corner of the Northwest 1/4 of said Section 23, run thence North 89° 34' 18" East, 63.00 feet along the North line of the Northwest 1/4 of said Section 23; thence South 02° 35' 38" East, 1638.50 feet parallel with the West line of the Northwest 1/4 of said Section 23; thence South 89° 48' 20" West, 63.01 feet parallel with the South line of the Northwest 1/4 of said Section 23 to the West line of said Northwest 1/4; thence North 02° 35' 38" West, 1638.24 feet along the West line of the Northwest 1/4 of said Section 23 to the Northwest corner of said Northwest 1/4 and the point of beginning. Subject to the rights of the public in and to the North 33.00 feet therefrom for roadway purposes.

AND FURTHER EXCEPTING THEREFROM lands conveyed in Quit Claim Deed dated January 2, 2024 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 8, 2024 as Document No. 1957888, described as follows: Part of the Northwest 1/4 of Section 23, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, being more particularly bounded and described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said Section 23, run thence South 02° 35' 38" East, 1638.24 feet along the West line of the Northwest 1/4 of said Section 23 to the point of beginning of this description; thence North 89° 48' 20" East, 815.00 feet parallel with the South line of the Northwest 1/4 of said Section 23; thence South 02° 35' 38" East, 825.00 feet parallel with the West line of the Northwest 1/4 of said Section 23 to a point 190.00 feet from, as measured perpendicular to, the South line of said Northwest 1/4; thence South 89° 48' 20" West, 815.00 feet parallel with the South line of the Northwest 1/4 of said Section 23 to the West line of said Northwest 1/4; thence North 02° 35' 38" West, 825.00 feet along the West line of the Northwest 1/4 of said Section 23 to the point of beginning.

PARCEL 3:

A parcel of land in the Northeast 1/4 of Section 22, Town 1 North, Range 22 East, bounded and described as follows: Beginning at a 3/4 inch diameter iron pipe stake on the East-West 1/4 line of Section 22 at a point located North 89° 48' 48" East 933.40 feet from a Southeastern Wisconsin Regional Planning Commission monument marking the center of said Section; thence North 2° 25' 04" West 190.14 feet (North 02° 24' 42" West, 190.15 feet as surveyed) to a 3/4 inch diameter iron pipe stake; thence North 89° 48' 48" East 401.79 feet (North 89° 48' 39" East, 408.94 feet as surveyed) to a 3/4 inch iron pipe stake; thence South 2° 25' 04" East 190.14 feet (South 02° 24' 42" East, 190.15 feet as surveyed) to a 3/4 inch diameter iron pipe

stake marking the Southeast corner of the West 1/2 of the Northeast 1/4 of said Section 22; thence South 89° 48' 48" West 401.79 feet (South 89° 48' 39" West, 408.95 feet as surveyed) on the East-West 1/4 line to the place of beginning. Said land being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

AND

All that part of the Northeast 1/4 of Section 22, and the Northwest 1/4 of Section 23, Town 1 North, Range 22 East, bounded and described as follows: Beginning at the East 1/4 corner of said Section 22, thence South 89° 48' 49" West on and along the East-West 1/4 line of said Section 22 a distance of 657.00 feet; thence North 2° 35' 35" West a distance of 190.17 feet; thence North 89° 48' 49" East a distance of 657.00 feet to a point in the East line of said Section 22, said point being 190.17 feet North 2° 35' 35" West of said East 1/4 corner of Section 22; thence North 89° 48' 22" East a distance of 1149.20 feet to a point in the East line of the West 70 acres of the West 1/2 of the Northwest 1/4 of said Section 23; thence South 2° 35' 35" East on and along said East line of the West 70 acres of the West 1/2 of the Northwest 1/4 of said Section 23, a distance of 190.17 feet to a point in the East-West 1/4 line of said Section 23; thence South 89° 48' 22" West on and along said East-West 1/4 line of said Section 23 a distance of 1149.20 feet to the point of beginning. Said land being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

AND

All that part of the East 1/2 of the Northeast 1/4 of Section 22, Town 1 North, Range 22 East, bounded and described as follows: Commencing at the East 1/4 corner of said Section 22, thence South 89° 48' 49" West on and along the East-West 1/4 line of said Section 22, a distance of 657 feet to the point of beginning of the hereinafter described parcel of land; thence continuing South 89° 48' 49" West on and along said East-West line of said Section 22 a distance of 678.19 feet to the Southwest corner of the West line of the East 1/2 of the Northeast 1/4 of said Section 22; thence North 2° 25' 04" West on and along said West line of the East 1/2 of the Northeast 1/4 of Section 22 a distance of 190.14 feet to a point; thence North 89° 48' 49" East a distance of 677.61 feet to a point; thence South 2° 35' 35" East a distance of 190.17 feet to the point of beginning. Said land being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

EXCEPTING THEREFROM lands conveyed to the Village of Pleasant Prairie in Warranty Deed recorded June 14, 2016 as Document No. 1773924, as corrected by Correction Instrument recorded October 7, 2016 as Document No. 1782101, described as follows: That part of the Northwest 1/4 of Section 23, Township 1 North, Range 22 East, described as follows: Commencing at a monument at the West 1/4 corner of said Section 23; thence North 89° 48' 27" East, along the South line of the Northwest 1/4 of said Section 23, 939.98 feet to the point of beginning of the property to be herein described; thence continuing North 89° 48' 27" East along the South line of the Northwest 1/4 of said Section 23, 209.22 feet to the East line of said property; thence North 02° 35' 41" West, 190.17 feet to the North line of said property; thence South 89° 48' 27" West, 201.25 feet to a point on the North property line; thence South 00° 11' 33" East, 190.00 feet to the point of beginning.

AND INCLUDING THE FOLLOWING:

Part of the Southeast 1/4 of Section 22, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, being more particularly bounded and described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said Section 22, run thence South 89° 48' 39" West, 667.62 feet along the North line of said Southeast 1/4 to the East line of the West 1/2 of the East 1/2 of said Southeast 1/4 and the point of beginning of this description; thence South 03° 07' 37" East, 613.45 feet along the East line of the West 1/2 of the East 1/2 of the Southeast 1/4 of said

Section 22; thence South 89° 48' 39" West, 1076.78 feet parallel with the North line of the Southeast 1/4 of said Section 22 to the East line of Certified Survey Map No. 2182, a map recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on April 13, 2000 as Document No. 1178723; thence North 03° 06' 27" West, 613.44 feet along the East line of said C.S.M. No. 2182 to the North line of the Southeast 1/4 of said Section 22; thence North 89° 48' 39" East, 1076.57 feet along the North line of the Southeast 1/4 of said Section 22 to the East line of the West 1/2 of the East 1/2 of said Southeast 1/4 and the point of beginning.

PARCEL 4:

That part of the Southeast 1/4 of Section 22, Town 1 North, Range 22 East, described as follows: Beginning at a point on the South line of said Southeast 1/4 729.9 feet West of the Southeast corner thereof; thence North 2° 48' West 2660.3 feet to the North line of said Southeast 1/4; thence North 89° 49' 30" West 1001.5 feet; thence South 2° 5' East 938.9 feet; thence South 89° 14' West 509 feet; thence South 3° 36' East 1719.50 feet to the South line of said Southeast 1/4; thence East 1498.1 feet to the point of beginning. Said land being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

AND

4 1/2 acres from entire East side of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 22, Town 1 North, Range 22 East of the Fourth Principal Meridian, and lying and being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

AND

Part of the Southeast 1/4 of Section 22, Town 1 North, Range 22 East of the Fourth Principal Meridian, described as follows: Beginning on the West line of said 1/4 Section at a point 1716 feet North of the Southwest corner thereof; thence East 33.04 feet to the point of beginning of lands hereinafter described; thence South parallel with the West line of said 1/4 Section 185.22 feet; thence East parallel to the East line of said 1/4 Section and along the North line of 100th Street, 383.78 feet; thence South to a point on the South line of said 1/4 Section 436 feet East of the Southwest corner of said 1/4 Section; thence East on the South line of said 1/4 Section 3 feet; thence North 1716 feet and to a point 417.5 feet East of the West line of said 1/4 Section; thence West 384.48 feet to the point of beginning. Said land being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

EXCEPTING THEREFROM those lands conveyed in Warranty Deed dated April 19, 1973 and recorded in the Kenosha County Register of Deeds office on April 23, 1973 in Volume 896 of Records, Page 713, as Document No. 559153, described as follows: Part of the Southeast 1/4 of Section 22, in Town 1 North, Range 22 East, in the Village (formerly Town) of Pleasant Prairie, Kenosha County, Wisconsin, described as: Beginning at a point on the West line of said 1/4 Section 1716 feet North of the Southwest corner thereof; thence East 33.04 feet to the point of beginning; thence South parallel with the West line of said 1/4 Section, 185.22 feet; thence East parallel to the South line of said 1/4 Section and along the North line of 100th Street, 383.78 feet; thence North to a point 1716 feet North of the South line of said 1/4 Section; thence West 381.46 feet to the point of beginning.

COMBINED LEGAL DESCRIPTION:

That part of the Southeast 1/4 (recorded as Southwest 1/4) of Section 22, Town 1 North, Range 22 East of the Fourth Principal Meridian, described as follows: Commencing at the Southeast corner of the Southeast 1/4 of said Section 22; run thence South 89° 40' 00" West 667.89 feet along the South line of the Southeast 1/4 of said Section 22 to the West line of the East 1/2 of the East 1/2 of the Southeast 1/4 of said Section 22; thence North 03° 07' 41" West 33.04 feet along the West line of the East 1/2 of the East 1/2 of the Southeast 1/4 of said Section 22 to the North right-of-way line of 104th Street – State Trunk Highway "165" (S.T.H. "165") and the point

of beginning of this description; thence South 89° 40' 00" West 1568.06 feet along the North right-of-way line of said 104th Street – State Trunk Highway "165" parallel with the South line of the Southeast 1/4 of said Section 22 to the East right-of-way line of 63rd Avenue; thence North 03° 49' 13" West 1498.77 feet along the East right-of-way line of 63rd Avenue to the North right-of-way line of 100th Street; continue thence North 03° 49' 13" West 185.34 feet along the East right-of-way line of 63rd Avenue projected Northerly; thence North 89° 40' 00" East, 3.01 feet, parallel with the South line of the Southeast 1/4 of said Section 22; thence North 03° 49' 13" West 15.25 feet, parallel with the East right-of-way line of said 63rd Avenue projected Northerly to the South line of Parcel 2 of Certified Survey Map No. 2182 (C.S.M. No. 2182); thence North 89° 45' 38" East, 509.00 feet along the South line of Parcel 2 of said C.S.M. No. 2182 to the Southeast corner of Parcel 2 of said C.S.M. No. 2182; thence North 03° 6' 33" West, 931.74 feet along the East line of Parcel 2 of C.S.M. No. 2182 to the North line of the Southeast 1/4 of said Section 22; thence North 89° 48' 44" East, 1076.48 feet along the North line of the Southeast 1/4 of said Section 22 to the West line of the East 1/2 of the Southeast 1/4 of said Section 22; thence South 03° 07' 41" East, 2626.41 feet along the West line of the East 1/2 of the Southeast 1/4 of said Section 22 to the North right-of-way line of said 104th Street – S.T.H. "165" and the point of beginning. Said land being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

EXCEPTING THEREFROM lands conveyed in Quit Claim Deed dated January 2, 2024 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 8, 2024 as Document No. 1957885, described as follows: Part of the Southeast 1/4 of Section 22, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, being more particularly bounded and described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said Section 22, run thence South 89° 48' 39" West, 667.62 feet along the North line of said Southeast 1/4 to the East line of the West 1/2 of the East 1/2 of said Southeast 1/4 and the point of beginning of this description; thence South 03° 07' 37" East, 613.45 feet along the East line of the West 1/2 of the East 1/2 of the Southeast 1/4 of said Section 22; thence South 89° 48' 39" West, 1076.78 feet parallel with the North line of the Southeast 1/4 of said Section 22 to the East line of Certified Survey Map No. 2182, a map recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on April 13, 2000 as Document No. 1178723; thence North 03° 06' 27" West, 613.44 feet along the East line of said C.S.M. No. 2182 to the North line of the Southeast 1/4 of said Section 22; thence North 89° 48' 39" East, 1076.57 feet along the North line of the Southeast 1/4 of said Section 22 to the East line of the West 1/2 of the East 1/2 of said Southeast 1/4 and the point of beginning.

PARCEL 5:

Part of the Northeast 1/4 of Section 22, Town 1 North, Range 22 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at the Northeast corner of said 1/4 Section, thence West along the North line of said 1/4 Section 657 feet; thence South parallel to the East line of said 1/4 Section 2655.5 feet and to the South line of said 1/4 Section; thence East along the South line of said 1/4 Section 657 feet to the Southeast corner of said 1/4 Section; thence North along the East line of said 1/4 Section 2653.5 feet to the point of beginning. EXCEPTING THEREFROM that part conveyed to Wisconsin Electric Power Company dated April 1, 1971 and recorded April 8, 1971 in Volume 844 of Records, page 82, as Document No. 530777, described as follows: All that part of the Northeast 1/4 of Section 22 and the Northwest 1/4 of Section 23, all in Township 1 North, Range 22 East, Village, formerly Town, of Pleasant Prairie, bounded and described as follows: Beginning at the East 1/4 corner of said Section 22; thence South 89° 48' 49" West on and along the East-West 1/4 line of said Section 22 a distance of 657.00 feet; thence North 02° 35' 35" West a distance of 190.17 feet;

thence North 89° 48' 49" East a distance of 657.00 feet to a point in the East line of said Section 22, said point being 190.17 feet North 02° 35' 35" West of said East 1/4 corner of Section 22; thence North 89° 48' 22" East a distance of 1149.20 feet to a point in the East line of the West 70 acres of the West 1/2 of the Northwest 1/4 of said Section 23; thence South 02° 35' 35" East on and along said East line of the West 70 acres of the West 1/2 of the Northwest 1/4 of said Section 23 a distance of 190.17 feet to a point in the East-West 1/4 line of said Section 23; thence South 89° 48' 22" West on and along said East-West 1/4 line of said Section 23 a distance of 1149.20 feet to the point of beginning. Said land being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

INCLUDING THE FOLLOWING PARCEL:

Part of the Northwest 1/4 of Section 23, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, being more particularly bounded and described as follows: Beginning at the Northwest corner of the Northwest 1/4 of said Section 23, run thence North 89° 34' 18" East, 63.00 feet along the North line of the Northwest 1/4 of said Section 23; thence South 02° 35' 38" East, 1638.50 feet parallel with the West line of the Northwest 1/4 of said Section 23; thence South 89° 48' 20" West, 63.01 feet parallel with the South line of the Northwest 1/4 of said Section 23 to the West line of said Northwest 1/4; thence North 02° 35' 38" West, 1638.24 feet along the West line of the Northwest 1/4 of said Section 23 to the Northwest corner of said Northwest 1/4 and the point of beginning. Subject to the rights of the public in and to the North 33.00 feet therefrom for roadway purposes.

EXCEPTING THEREFROM lands conveyed in Quit Claim Deed dated January 2, 2024 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 8, 2024 as Document No. 1957887, described as follows: Part of the Northeast 1/4 of Section 22, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, being more particularly bounded and described as follows: Commencing at the Northeast corner of the Northeast 1/4 of said Section 22, run thence South 02° 35' 38" East, 1638.24 feet along the East line of the Northeast 1/4 of said Section 22 to the point of beginning of this description; continue thence South 02° 35' 38" East, 825.00 feet along the East line of the Northeast 1/4 of said Section 22 to a point 190.00 feet from, as measured perpendicular to, the South line of said Northeast 1/4; thence South 89° 48' 39" West, 657.00 feet parallel with the South line of the Northeast 1/4 of said Section 22; thence North 02° 35' 38" West, 825.00 feet parallel with the East line of the Northeast 1/4 of said Section 22; thence North 89° 48' 39" East, 657.00 feet parallel with the South line of the Northeast 1/4 of said Section 22 to the point of beginning.

PARCEL 6:

The East 1/2 of the Northeast 1/4 of Section 22, Town 1 North, Range 22 East of the Fourth Principal Meridian in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

EXCEPTING THEREFROM THE FOLLOWING:

(A) Part of the Northeast 1/4 of Section 22, Town 1 North, Range 22 East of the Fourth Principal Meridian in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, more particularly described as follows: Beginning at the Northeast corner of said 1/4 Section 22; thence West along the North line of said 1/4 Section 657 feet; thence South parallel to the East line of said 1/4 Section 2655.5 feet and to the South line of said 1/4 Section; thence East along the South line of said 1/4 Section 657 feet to the Southeast corner of said 1/4 Section; thence North along the East line of said 1/4 Section 2653.5 feet to the point of beginning.

(B) All that part of the East 1/2 of the Northeast 1/4 of Section 22, Town 1 North, Range 22 East, Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, bounded and

described as follows: Commencing at the East 1/4 corner of said Section 22; thence South 89° 48' 49" West on and along the East-West 1/4 line of said Section 22 a distance of 657 feet to the point of beginning of the hereinafter described parcel of land; thence continuing South 89° 48' 49" West on and along said East-West 1/4 line of Section 22 a distance of 678.19 feet to the Southwest corner of the West line of the East 1/2 of the Northeast 1/4 of said Section 22; thence North 02° 25' 04" West on and along the West line of the East 1/2 of the Northeast 1/4 of Section 22 a distance of 190.14 feet to a point; thence North 89° 48' 49" East a distance of 677.61 feet to a point; thence South 02° 35' 35" East a distance of 190.17 feet to the point of beginning.

AND INCLUDING THE FOLLOWING PARCELS:

Part of the Northwest 1/4 of Section 23, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, being more particularly bounded and described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said Section 23, run thence South 02° 35' 38" East, 1638.24 feet along the West line of the Northwest 1/4 of said Section 23 to the point of beginning of this description; thence North 89° 48' 20" East, 815.00 feet parallel with the South line of the Northwest 1/4 of said Section 23; thence South 02° 35' 38" East, 825.00 feet parallel with the West line of the Northwest 1/4 of said Section 23 to a point 190.00 feet from, as measured perpendicular to, the South line of said Northwest 1/4; thence South 89° 48' 20" West, 815.00 feet parallel with the South line of the Northwest 1/4 of said Section 23 to the West line of said Northwest 1/4; thence North 02° 35' 38" West, 825.00 feet along the West line of the Northwest 1/4 of said Section 23 to the point of beginning.

AND

Part of the Northeast 1/4 of Section 22, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, being more particularly bounded and described as follows: Commencing at the Northeast corner of the Northeast 1/4 of said Section 22, run thence South 02° 35' 38" East, 1638.24 feet along the East line of the Northeast 1/4 of said Section 22 to the point of beginning of this description; continue thence South 02° 35' 38" East, 825.00 feet along the East line of the Northeast 1/4 of said Section 22 to a point 190.00 feet from, as measured perpendicular to, the South line of said Northeast 1/4; thence South 89° 48' 39" West, 657.00 feet parallel with the South line of the Northeast 1/4 of said Section 22; thence North 02° 35' 38" West, 825.00 feet parallel with the East line of the Northeast 1/4 of said Section 22; thence North 89° 48' 39" East, 657.00 feet parallel with the South line of the Northeast 1/4 of said Section 22 to the point of beginning.

EXHIBIT B

The Subjected Property

I. DWELLING UNITS:

A. Single-Family Lots: Lots 1 through 108 as shown on the Final Plat of Highland Estates recorded on July 24, 2025 as Document No.1984697.

II. COMMON AREA: Outlots 1, 3, 4, 7 & 8 as shown on the Final Plat of Highland Estates recorded on July 24, 2025 as Document No.1984697.

III. PUBLIC PARK: Outlot 6 as shown on the Final Plat of Highland Estates recorded on July 24, 2025 as Document No. 1984697.

EXHIBIT C

Phasing Plan

(The Phasing Plan is subject to change by the Developer,
at any time, in its sole and absolute discretion)



EXHIBIT D

Supplemental Property Description

Outlots 2 & 5 as shown on the Final Plat of Highland Estates recorded on July 24, 2025 as Document No. 1984697.

EXHIBIT E

NOTICE: This Exhibit is for reference purposes only and may not represent the current PUD regulations. Lot Owners should consult with Village Staff to confirm current PUD requirements.

Single-Family Lot Land Use and Building Type

(Note: Lot number references are based on the latest approved final plat or phasing/concept plan as of the Effective Date of this Declaration and therefore, are subject to change based on subsequently approved and filed final plats).

The following conditions and regulations governing land use and building type for Single-Family Lots is in accordance with the Single-Family PUD Ordinance, as may be amended.

A. *Principal uses.*

- (i) One single-family dwelling per lot, which shall include a private garage attached to the dwelling pursuant to the requirements of the Single-Family PUD Ordinance.
- (ii) Foster family homes having fewer than four foster children and not exceeding eight total occupants and which are in conformance with all state statutory requirements.
- (iii) Essential services.

B. *Accessory uses.*

- (i) No more than one detached gazebo/pergola less than 150 square feet per § 420-86 of the Village Zoning Ordinance and as amended in subsection d. (v) of the Single-Family PUD Ordinance. No other detached accessory building pursuant to § 420-86 are allowed within the Project.
- (ii) Home occupations per Article VII of Chapter 420 of the Village Zoning Ordinance.
- (iii) Driveways as amended in subsection d. (ii) of the Single-Family PUD Ordinance.
- (iv) Inground swimming pools and hot tubs pursuant to Article XII of Chapter 420 of the Village Zoning Ordinance and as amended in subsection d. (iv) of the Single-Family PUD Ordinance.
- (v) Fences per Article XI of Chapter 420 of the Village Zoning Ordinance and as amended in subsection d. (v) of the Single-Family PUD Ordinance.
- (vi) Decks and porches per § 420-87 of the Village Zoning Ordinance and as amended in subsection d. (vi) of the Single-Family PUD Ordinance.
- (vii) Sport courts per § 420-88 of the Village Zoning Ordinance.
- (viii) Residential communication structures per § 420-90 of the Village Zoning Ordinance and as amended in subsection d (vii) of the Single-Family PUD Ordinance.
- (ix) Solar energy system for individual users per § 420-88.2, 2 of the Village Zoning Ordinance.

- (x) Patios or sidewalks/walkways per subsection d. (viii) of the Single-Family PUD Ordinance.

C. *Unclassified uses.* Any use not specifically listed as a permitted use or conditional use shall be prohibited except as may be otherwise provided elsewhere in the Single-Family PUD Ordinance or Chapter 420 of the Village Zoning Ordinance. If a determination as to the classification of use is needed, the request shall be submitted to the Village Zoning Administrator for determination. The Zoning Administrator shall make written findings supporting any such decision.

D. *Lot area, width and depth.* A variety of lot sizes are allowed within the DEVELOPMENT that allows for a variety of building designs and sizes. **Exhibit 1** illustrates nine (9) Sub-Areas and each Sub-Area shall meet the following minimum lot area, minimum width (frontage adjacent to the public street) and minimum depth requirements:

(i) Sub-Area 1:

- A. Lot Area: 15,000 square feet minimum with an average lot size of not less than 17,000 square feet.
- B. Lot Width: 80 feet minimum, unless located on a cul-de-sac in which case the lot width may be reduced to 55 feet, provided there is at least 80 feet of width at the required street setback.
- C. Lot Depth: 125 feet minimum.

(ii) Sub-Area 2:

- A. Lot Area: 10,000 square feet minimum with an average lot size of not less than 13,000 square feet.
- B. Lot Width: 80 feet minimum, unless located on a cul-de-sac in which case the lot width may be reduced to 60 feet, provided there is at least 80 feet of width at the required street setback.
- C. Lot Depth: 125 feet minimum.

(iii) Sub-Area 3:

- A. Lot Area: 6,900 square feet minimum with an average lot size of not less than 8,800 square feet.
- B. Lot Width: 60 feet minimum, unless located on a cul-de-sac in which case the lot width may be reduced to 48 feet, provided there is at least 60 feet of width at the required street setback.
- C. Lot Depth: 115 feet minimum.

(iv) Sub-Area 4:

- A. Lot Area: 8,000 square feet minimum with an average lot size of not less than 10,600 square feet.
- B. Lot Width: 75 feet minimum, except Lots 134-142 and 287 which shall have a minimum lot width of 70 feet and lots located on a cul-de-sac may be

reduced to 55 feet of width, provided there is at least 75 feet of width at the required street setback.

- C. Lot Depth: 115 foot minimum except for Lots 300-310 adjacent to the ATC transmission lines shall have a minimum depth of 125 feet.

(v) Sub-Area 5:

- A. Lot Area: 6,900 square feet minimum with an average lot size of not less than 8,200 square feet.
- B. Lot Width: 60 feet minimum.
- C. Lot Depth: 115 foot minimum except for Lots 311-322 adjacent to the ATC transmission lines shall have a minimum depth of 125 feet.

(vi) Sub-Area 6:

- A. Lot Area: 9,400 square feet minimum with an average lot size of not less than 11,000 square feet.
- B. Lot Width: 80 feet minimum.
- C. Lot Depth: 125 foot minimum.

(vii) Sub-Area 7:

- A. Lot Area: 7,200 square feet minimum with an average lot size of not less than 8,600 square feet.
- B. Lot Width: 60 feet minimum, unless located on a cul-de-sac in which case the lot width may be reduced to 48 feet, provided there is at least 60 feet of width at the required street setback.
- C. Lot Depth: 115 feet minimum.

(viii) Sub-Area 8:

- A. Lot Area: 8,100 square feet minimum with an average lot size of not less than 10,900 square feet.
- B. Lot Width: 75 feet minimum, except Lots 387, 432 and 434 shall have a minimum width of 70 feet.
- C. Lot Depth: 125 feet minimum, except lots 386-397 and 431-435 shall have a minimum depth of 115 feet.

(ix) Sub-Area 9:

- A. Lot Area: 12,500 square feet minimum with an average lot size of not less than 16,000 square feet.
- B. Lot Width: 80 feet minimum, unless located on a cul-de-sac in which case the lot width may be reduced to 50 feet, provided there is at least 80 feet of width at the required street setback.
- C. Lot Depth: 125 feet minimum.

E. *Design standards.* Examples of dwellings that meet the requirements set forth in the Single-Family PUD Ordinance for Sub Areas 3, 4, 5 and 7 are attached as **Exhibit 2**. Note, these examples are for illustration purposes only and actual dwellings may differ but shall adhere to the requirements set forth within the Single-Family PUD Ordinance.

- (i) No dwelling or parts of a dwelling shall exceed 35 feet in height.
- (ii) Floor area excluding a garage, decks, porches and basement:
 - A. Sub-Areas 1 and 9:
 - (1) Minimum First Floor Area: 1,000 square feet.
 - (2) Minimum Total Floor Area: 1,800 square feet.
 - (3) Maximum Total Floor Area: none.
 - B. Sub Areas 2 and 8
 - (1) Minimum First Floor Area: 900 square feet.
 - (2) Minimum Total Floor Area: 1,600 square feet.
 - (3) Maximum Total Floor Area: none.
 - C. Sub Areas 4 and 6
 - (1) Minimum First Floor Area: 900 square feet.
 - (2) Minimum Total Floor Area: 1,500 square feet.
 - (3) Maximum Total Floor Area: none.
 - D. Sub Areas 3, 5 and 7:
 - (1) Minimum First Floor Area: 900 square feet.
 - (2) Minimum Total Floor Areas: 1,300 square feet.
 - (3) Maximum Total Floor Area for a single-story ranch: 2,000 square feet.
 - (4) Maximum Total Floor Area for a two-story or split level: 2,625 square feet.
- (iii) Attached garage requirements:
 - A. Each dwelling unit is required to have a minimum of a 1-car attached garage.
 - B. Sub-Areas 1 and 9: One (1) 3-car attached garage maximum.
 - C. Sub-Areas 2 and 8: One (1) 2-car attached garage maximum wherein the overhead garage doors face a public street or one (1) 3-car attached garage wherein the overhead garage doors do not face a public street (side loaded garage).
 - D. Sub-Areas 3, 4, 5, 6 and 7: One (1) 2-car attached garage maximum; provided that the overhead garage door area that faces a public street shall not exceed more than 55% of the front street facing facade.
- (iv) All dwellings shall have a full habitable basement with a minimum height of 8 feet and a split-level home is allowed. Crawl space and slab on grade foundations are not allowed.
- (v) Placement of each dwelling shall provide for proper drainage away from the foundation and shall accommodate drainage on and through the existing property by not negatively affecting the existing drainage patterns or the capabilities of draining the abutting properties.

(vi) The front facade of the dwelling shall be placed parallel to the street property line, unless it is determined by the Zoning Administrator even with a reduction in the dwelling size, that the aesthetics, dwelling configuration, layout of the neighboring dwellings, curve of the road or environmental features on the lot prohibit the dwelling from being placed parallel to the street property line. Placing a dwelling at a 45- degree angle on a corner lot shall not be allowed.

(vii) The entire front door of the dwelling is required to be visible to and facing the street.

(viii) For all one-story dwellings, the length-to-width ratio of the dwelling unit (excluded are decks, porches, bay windows, chimneys and any projections less than 25 square feet), as measured at the foundation, shall not be greater than two to one (i.e., the length shall not be more than twice the width). The length of the dwelling unit is that side of the dwelling that is the longest, and the width is that side of the dwelling, which is the shortest, as shown in Illustration 5 in Appendix A of Chapter 420, Village Zoning Ordinance.

(ix) The minimum width of the short side of a dwelling unit shall be 26 feet, as measured at the foundation (excluded are decks, porches, bay windows, chimneys and any projections less than 25 square feet). The width is that side of the dwelling which is the shortest as shown in Illustration 5 in Appendix A of Chapter 420, Village Zoning Ordinance.

(x) The main roof of the dwelling shall have a minimum roof pitch of 6:12, and the eaves on the main roof shall extend beyond the nearest vertical wall a minimum of one foot, or the roof pitch and/or eave length may be reduced as approved by the Village Zoning Administrator.

(xi) Permitted roof surface materials (including attached garage) include wood shakes, asphalt, fiberglass, composite or wood shingles, clay tiles, concrete tiles, slate or other appropriate roofing material as may be approved by the Village Zoning Administrator. Metal standing seam and a flat rolled metal roofing system shall not be allowed as a dwelling's primary roofing material.

(xii) Permitted exterior materials (including attached garage) include brick, stone, wood, masonry, concrete, aluminum (not corrugated metal or aluminum) or vinyl siding or other appropriate siding material as may be approved by the Village Zoning Administrator. The exterior siding shall extend to the top of the foundation and be within six inches above the final grade. EFIS/Stucco may not be allowed as a primary building material, however may be allowed as an accent material only as may be approved by the Zoning Administrator. In addition, each facade shall include a minimum of two (2) windows that are similar in size to other windows on the dwelling; windowless elevations shall not be allowed.

(xiii) All exterior additions or alterations shall be constructed of the same or complementary colors and materials and in the same architectural style as the dwelling.

(xiv) Monotonous architectural, color, building elevation and appearance within the Single-Family Lots shall be avoided. No neon, primary or garish colors shall be allowed.

F. Setback requirements for the principal dwelling provided said structure is not located within any easements.

(i) Street setback:

- A. 93rd Street and STH 165 (104th Street): 50 feet minimum.
- B. Cooper Road, 57th Avenue, 62nd Avenue, 63rd Avenue, 49th Court and 51st Court; Main Street: 30 feet minimum.
- C. All other streets: 25 feet minimum.

(ii) Side setback:

- A. Sub-Areas 1, 2, 4, 6, 8 and 9: 10 feet minimum.
- B. Sub-Areas 3, 5 and 7: eight (8) feet minimum.

(iii) Rear setback: 25 feet minimum.

(iv) Wetland setback: 25 feet minimum from any wetlands on the lot.

(v) Shore setback: 25 feet minimum from the ordinary high- water mark of any navigable waterway.

G. Authorized sanitary sewer system, See § 420-32 of the Village Zoning Ordinance.

H. Authorized water supply system. See § 420-33 of the Village Zoning Ordinance.

I. Village Zoning Ordinance Section 420-46 related to driveways shall apply as follows:

Driveways. All driveways installed, altered, changed, replaced, or extended shall meet the following requirements:

- A. *Width.* The minimum width of a driveway shall be 12 feet, and the driveway shall not exceed 24 feet in width at the property line. In no case shall a driveway extend into the right-of-way so as to cross the extension of the side property lines as extended into the right-of-way. In addition, the driveway on the property shall only be wide enough to provide access to the overhead garage doors. A separate parking area is not allowed on any property within the Project.
- B. *Setback.* Driveways shall be a minimum of five (5) feet from the side or rear property lines provided that the driveway is not located within any easements unless expressly allowed in writing by the easement holder.
- C. *Driveway restrictions in relation to intersections.*
 - (1) No direct driveway access shall be allowed onto 93rd Street and STH 165 (104th Street).
 - (2) No direct driveway access is allowed on Cooper Road for corner lots identified as Lots 59, 66, 78, 108, 132 and 272.
 - (3) No direct driveway access is allowed on 57th Avenue for corner lots identified as Lots 161, 178, 179, 271, 311, 322, 323 and 334.
 - (4) No direct driveway access is allowed on Main Street for corner lots identified as Lots 435, 436, 493, 505, 533 and 534.
 - (5) No direct driveway access is allowed on 62nd Avenue for corner lots identified as Lots 382, 385, 397, 398, 417, 430 and 431.

- (6) No direct driveway access is allowed on 62nd Avenue for the through lots identified as Lots 383 and 384.
- (7) Spacing between driveways and intersections of 93rd Street, STH 165 (104th Street), Main Street and Cooper Road roadways. No direct driveway access shall be permitted within 150 feet, as measured from the center line of the roadway to the center line of the driveway, except where a lot has insufficient frontage to meet this requirement, then the Zoning Administrator may allow the driveway to be placed as far from the intersection as practically possible.
- (8) Spacing between driveways and intersections of all other Village roadways. No direct driveway access shall be permitted within 100 feet, as measured from the center line of the roadway to the center line of the driveway, except where a lot has insufficient frontage to meet this requirement, then the Zoning Administrator may allow the driveway to be placed as far from the intersection as practically possible.

D. *Number of driveways.* All lots shall only be allowed one (1) driveway access to service the property.

J. Village Zoning Ordinance Section 420-81 related to standards for a fence shall apply as follows:

Standards for fences.

A. *Residential fences.* A residential fence is used to provide enclosure of a portion of the property for security and is subject to the following requirements:

- (1) *Fence material and style.* Only an open picket type of fence with spacing between vertical pickets to be a minimum of 2 inches but not more than 3 inches. Stockade, board on board, or solid privacy fences are not allowed. Said fence may be constructed of brick, field stone, wrought iron, decorative aluminum, vinyl, or other appropriate material as may be approved by the Zoning Administrator; however, a residential fence shall not be constructed of wood, chain link, wire, corrugated metal or other metal panels and shall not be an agricultural field fence or electric fence and shall not incorporate razor or barbed wire.
- (2) A fence may be located in the side yard, rear yard or rear street yard provided that the fence is not located within any easements unless expressly allowed in writing by the easement holder. Said fence shall not be located within a street yard or a side street yard.
- (3) A fence may be placed within a wetland, provided that there is minimal disturbance to the wetlands and the soil from the post holes shall not be placed in the wetlands.
- (4) A fence shall not be higher than five (5) feet. The fence height shall include all elevations, including berms, above the overall standard grade of the property, including architectural finials.
- (5) A fence shall not block, redirect or cause a drainage problem for adjacent or downstream properties.

- (6) A fence shall be in compliance with any structural requirements of any local, county and state codes and shall be designed and constructed to resist any wind load.
- (7) All structural and support components of a fence shall face away from adjacent properties and public rights-of-way.

K. Village Zoning Ordinance Section 420-84 related to standards for swimming pools and hot tubs shall apply as follows:

Standards for an inground swimming pool and hot tub.

- (i) All reasonable precautions should be taken by the property owner(s) to protect the users of the swimming pool from injury or accident. Convenient means of ingress and egress should be provided, and the depth of the water and any irregularities in the bottom should be clearly indicated. Safety equipment, such as but not limited to life buoys, life hooks and first aid kits, should be provided and be readily accessible.
- (ii) An inground swimming pool shall not be filled with any amount of water until the required swimming pool enclosure pursuant to Subsection E has been properly installed and Village inspected.
- (iii) An inground swimming pool/hot tub shall not be located within a front street yard or side street yard.
- (iv) Setbacks including and pumps, filters, pool water disinfection equipment or other accessories provided the swimming pool or hot tub is not located within any easements:
 - A. Side and rear setbacks: 10 feet minimum.
 - B. Rear street setback: 30 feet minimum.
 - C. Setback to the dwelling:
 - (1) Inground pool: 10 feet minimum
 - (2) Hot Tub: two (2) feet minimum and located on a deck or patio.
 - D. Shore setback: 25 feet minimum from the ordinary high-water mark of any navigable water way.
 - E. Wetland setback: minimum of 25 feet from any wetlands on the property.
- (v) A four-foot-high minimum and five-foot high maximum residential fence that completely surrounds an inground swimming pool shall be installed pursuant to the fence requirements of the Single-Family PUD Ordinance. In addition, any gate opening in the fence shall be equipped with a self-closing and self-locking mechanism.
- (vi) For hot tubs only: A fitted cover that is capable of supporting a minimum of 100 pounds shall be securely fastened to the outer edge of the hot tub.

L. Village Zoning Ordinance Section 420-86 B related to standards for detached accessory gazebo shall apply as follows:

Standards for detached accessory gazebo/ pergola.

- (i) One detached gazebo/ pergola shall be allowed per property.

- (ii) A gazebo/ pergola shall not exceed 150 square feet area and shall not exceed 15 feet in height as measured from the grade at the base of the structure to the highest roof ridge.
 - (iii) A gazebo/ pergola shall only be located in a side yard, rear yard or rear street yard on a deck or a patio and further provided that the gazebo/ pergola is securely bolted or attached to the patio or deck.
 - (iv) Setback requirements provided said structure is not located within any easements:
 - A. Side and rear setbacks: 10 feet minimum.
 - B. Wetland setback: 25 feet from any wetlands on the property.
 - C. Shoreland setback: 25 feet minimum from the ordinary high-water mark of a navigable waterway.
 - D. Setback to dwelling:
 - (1) A gazebo/ pergola without an asphalt roof may be constructed with a zero foot setback from the principal structure, provided that the roof of the principal structure and the gazebo/ pergola roof do not overlap each other.
 - (2) A gazebo/ pergola with an asphalt roof shall be setback a minimum of 10 feet from the dwelling.
 - (3) A gazebo/ pergola attached to the principal structure is considered a porch and shall follow the requirements of Section 420-87 of the Village Zoning Ordinance and as amended in Section d (vi) of the Single-Family PUD Ordinance.
 - E. A gazebo/ pergola shall not be used for human habitation or animal shelter.
- M. Village Zoning Ordinance Section 420-87 B related to setback requirements for decks, porches, steps and stairs shall apply as follows:
- (i) Setback requirements provided the structure is not located within any easements.
 - A. Street setback: shall meet the minimum setback requirements for the principal building pursuant to the Single-Family PUD Ordinance (see subsection d (i)).
 - B. Side and rear setbacks: 10 feet minimum, provided that the structure is not located within any easements.
 - C. Wetland setback: 10 feet minimum from wetlands on the property.
 - D. Shore setback: 10 feet minimum from the ordinary high- water mark of a navigable waterway.
- N. Village Zoning Ordinance Section 420-90 B related to residential communication structures standards applies as follows:
- Satellites and/or digital dishes attached to the permitted principal structure that do not exceed 24 inches in diameter; but in no instance shall the height exceed three (3) feet above the roofline of said structure as measured from the roof ridge to the highest point of the satellite and/or digital dish any additional aerials or projections. No more than two such structures may be attached to the permitted principal dwelling. A free-standing satellite and/or digital dish is prohibited with the Project.
- O. Village Zoning Ordinance Section 420-139 B (1) (s) related to sidewalks and patios shall apply as follows:

Patios or sidewalks/walkways are allowed in the side, rear and rear street yard provided that they meet the same setback requirements of a deck or porch pursuant to the Single-Family PUD Ordinance. Sidewalks/walkways leading from the driveway or the public street to the front door of the dwelling is allowed provided the width does not exceed three (3) feet, unless expressly approved by the Zoning Administrator.

P. Village Zoning Ordinance Section 420-76 Z related to Single-family/two-family residential development identification sign apply as follows:

Single-family/two-family residential development identification sign.

- (1) Maximum number: one sign may be permitted per entrance to the DEVELOPMENT from 93rd Street and 104th Street on any adjacent Lot or Outlot within the DEVELOPMENT.
- (2) Minimum setback: five feet from any property line adjacent to 93rd Street, Cooper Road or STH 165 and 2 feet from any property line adjacent to other non-arterial streets provided that said signs are not located within a vision triangle.
- (3) Maximum height: six feet.
- (4) Maximum display area: 24 square feet per face.
- (5) Landscaping shall extend a minimum of three feet in every direction from the base or other support structure of the sign.
- (6) May be illuminated.
- (7) May be placed on a solid-appearing decorative base which supports a minimum of 75% of the display of the sign constructed of materials that complement the materials used in the development as approved by the Zoning Administrator.

Exhibit 1 to Exhibit E
(subject to change in Developer's sole discretion)



HIGHLAND ESTATES
CONCEPTUAL PLAN SOUTHERN SECTION
ZL River Development LLC



EXHIBIT F

NOTICE: This Exhibit is for reference purposes only and may not represent the current PUD regulations. Lot Owners should consult with Village Staff to confirm current PUD requirements.

Duplex Lot Land Use and Building Type

(Note: Lot number references are based on the latest approved final plat or phasing/concept plan as of the Effective Date of this Declaration and therefore, are subject to change based on subsequently approved and filed final plats).

The following conditions and regulations governing land use and building type for Duplex Lots is in accordance with the Duplex PUD Ordinance, as may be amended.

- A. *Principal uses.*
 - (i) One two-family duplex building (two attached dwelling units) which shall include which shall include a private garage attached per dwelling unit pursuant to the requirements of the Duplex PUD Ordinance.
 - (ii) Foster family homes having fewer than four foster children and not exceeding eight total occupants and which are in conformance with all state statutory requirements.
 - (iii) Essential services.
- B. *Accessory uses.*
 - (i) No more than one detached gazebo/ pergola less than 150 square feet per § 420-86 of the Village Zoning Ordinance and as amended in subsection d. (v) of the Duplex PUD Ordinance. No other detached accessory building pursuant to § 420-86 are allowed within the Project.
 - (ii) Home occupations per Article VII of Chapter 420 of the Village Zoning Ordinance.
 - (iii) Driveways as amended in subsection d. (ii) of the Duplex PUD Ordinance.
 - (iv) Inground swimming pools and hot tubs pursuant to Article XII of Chapter 420 of the Village Zoning Ordinance and as amended in subsection d. (iv) of the Duplex PUD Ordinance.
 - (v) Fences per Article XI of Chapter 420 of the Village Zoning Ordinance and as amended in subsection d. (iii) of the Duplex PUD Ordinance.
 - (vi) Decks and porches per § 420-87 of the Village Zoning Ordinance and as amended in subsection d. (vi) of the Duplex PUD Ordinance.
 - (vii) Sport courts per § 420-88 of the Village Zoning Ordinance.

(viii) Residential communication structures per § 420-90 of the Village Zoning Ordinance and as amended in subsection d (vii) of the Duplex PUD Ordinance.

(ix) Solar energy system for individual users per § 420-88.2. 2 of the Village Zoning Ordinance.

(x) Patios or sidewalks/walkways per subsection d. (viii) of the Duplex PUD Ordinance.

Detached accessory buildings/structures not listed above are not allowed within the Duplex Lots.

C. *Unclassified uses.* Any use not specifically listed as a permitted use or conditional use shall be prohibited except as may be otherwise provided elsewhere in this Ordinance or Chapter 420 of the Village Zoning Ordinance. If a determination as to the classification of use is needed, the request shall be submitted to the Village Zoning Administrator for determination. The Zoning Administrator shall make written findings supporting any such decision.

D. *Lot area, width and depth.* A variety of lot sizes are allowed within the Duplex Lots as shown on **Exhibit 1** to allow for a variety of building designs and sizes. Lots shall meet the following minimum lot area, minimum width (frontage adjacent to the public street) and minimum depth requirements:

(i) Duplex Area North:

- A. Lot Area: 8,600 square feet minimum with an average lot size of not less than 11,400 square feet.
- B. Lot width: 90 feet minimum; except Lots 150, 152, 154, 156, 158, 189, 191, 194-196, 198, 200, 203, 204 206-210, 213, 215, 219, 220, 223, 225, 227, 230-233, and 235 which shall have a minimum lot width of 75 feet, unless located on a cul-de-sac, in which case the lot width may be reduced to 59 feet, provided that there is at least 75 feet of width at the required street setback.
- C. Lot Depth: 125 feet minimum for lots abutting 93rd Street, 57th Avenue adjacent to the ATC transmission lines and 115 feet minimum for all other lots.

(ii) Duplex Area South:

- A. Lot Area: 8,600 square feet minimum with an average lot size of not less than 11,000 square feet.
- B. Lot width: 90 feet minimum; except Lots 507, 508, 511-514, 516, 518, 521, 523, 526, 528, 530 and 532 which shall have a minimum lot width of 75 feet, unless located on a cul-de-sac, in which case the lot width may be reduced to 59 feet, provided that there is at least 75 feet of width at the required street setback.
- C. Lot Depth: 115 minimum.

(iii) *Design standards.* Examples of a duplex that meet the requirements set forth in the Duplex PUD Ordinance are attached as **Exhibit 2**. Note, these examples are for illustration purposes only and actual buildings may differ but shall adhere to the requirements set forth within the Duplex PUD Ordinance.

- A. Units shall be attached and located within one building. In addition, both units shall be constructed at the same time and shall be issued a Village Certificate of Occupancy at the same time.
 - B. No duplex or parts of the duplex building shall exceed 35 feet in height.
 - C. Floor areas excluding the garage, decks, porches and basement:
 - (1) Lots with a width less than 90 feet:
 - a. Minimum First Floor Area per unit: 700 square feet.
 - b. Minimum Total Floor Area per unit: 1,000 square feet.
 - c. Maximum Total Floor Area per building: 3,200 square feet.
 - (2) Lots with a width of 90 feet or greater:
 - a. Minimum First Floor Area per unit: 700 square feet.
 - b. Minimum Total Floor Area per unit: 1,000 square feet.
 - c. Maximum Total Floor Area per building: 3,600 square feet.
- (iv) Attached garage requirements.
- A. Each dwelling unit is required to have a minimum of a 1-car attached garage and a maximum of a 2-car attached garage.
 - B. A duplex on a corner lot is required to have one unit's overhead garage door(s) face each adjacent public street except for Lots 210 and 223; provided all driveway requirements of the Duplex PUD Ordinance are met.
- (v) The duplex shall have a full habitable basement with a minimum height of 8 feet. Crawl space and slab on grade foundations are not allowed.
- (vi) Placement of each duplex shall provide for proper drainage away from the foundation and shall accommodate drainage on and through the existing property by not negatively affecting the existing drainage patterns or the capabilities of draining the abutting properties.
- (vii) The front facade of the dwelling shall be placed parallel to the street property line, unless it is determined by the Zoning Administrator even with a reduction in the dwelling size, that the aesthetics, dwelling configuration, layout of the neighboring dwellings, curve of the road or environmental features on the lot prohibit the dwelling from being placed parallel to the street property line. Placing a dwelling at a 45-degree angle on a corner lot shall not be allowed.
- (viii) The entire front door of each dwelling unit is required to be visible to and facing the street.
- (ix) The main roof of the duplex shall have a minimum roof pitch of 6:12, and the eaves on the main roof shall extend beyond the nearest vertical wall a minimum of one foot, or the roof pitch and/or eave length may be reduced as approved by the Village Zoning Administrator.
- (x) Permitted roof surface materials (including attached garage) include wood shakes, asphalt, fiberglass, composite or wood shingles, clay tiles, concrete tiles, slate or other appropriate roofing material as may be approved by the Village Zoning Administrator. Metal standing seam and flat rolled metal roofing systems shall not be allowed as a dwelling's primary roofing material.

(xi) Permitted exterior materials (including attached garage) include brick, stone, wood, masonry, concrete, aluminum (not corrugated metal or aluminum) or vinyl siding or other appropriate siding material as may be approved by the Village Zoning Administrator. The exterior siding shall extend to the top of the foundation and be within six inches above the final grade. EFIS/Stucco may not be allowed as a primary building material, however, EFIS/Stucco may be allowed as an accent material only as approved may be by the Zoning Administrator. In addition, each facade shall include a minimum of two (2) windows that are similar in size to other windows on the dwelling; windowless elevations shall not be allowed.

(xii) All exterior additions or alterations shall be constructed of the same or complementary colors and materials and in the same architectural style as the duplex.

(xiii) Monotonous architectural, color, building elevation and appearance within the Duplex Lots shall be avoided. No neon, primary or garish colors shall be allowed.

E. Setback requirements for the principal dwelling provided said structure is not located within any easements.

(i) Street setback:

- A. 93rd Street: 50 feet minimum.
- B. 57th Avenue and 62nd Avenue: 30 feet minimum.
- C. All other streets: 25 feet minimum.

(ii) Side setback: 10 feet minimum.

(iii) Rear setback: 25 feet minimum.

(iv) Wetland setback: 25 feet minimum from any wetlands on the property.

F. Authorized sanitary sewer system. See § 420-32 of the Village Zoning Ordinance.

G. Authorized water supply system. See § 420-33 of the Village Zoning Ordinance.

H. Village Ordinance Section 420-46 A related to driveways shall apply as follows:

Driveways. All driveways installed, altered, changed, replaced, or extended shall meet the following requirements:

(i) *Width.* The minimum width of a driveway shall be 12 feet, and the driveway shall not exceed 24 feet in width at the property line serving a two-car attached garage and shall not exceed 18 feet in width at the property line serving a one car attached garage. In no case shall a driveway extend into the right-of-way so as to cross the extension of the side property lines as extended into the right-of-way. In addition, the driveways on the property shall only be wide enough to provide access to the overhead garage doors. A separate parking area is not allowed on any property within the Project.

(ii) *Setback.* Driveways shall be a minimum of five (5) feet from the side or rear property lines provided that the driveway is not located within any easements unless expressly allowed in writing by the easement holder.

(iii) *Separate between driveways on same lot.* The separation distance between driveway entrances on the same lot shall be a minimum of 10 feet.

- A. Driveway restrictions in relation to intersections.
 - (1) No direct driveway access shall be allowed onto 93rd Street.
 - (2) Lot 223 shall have no direct driveway access onto 93rd Street or 57th Avenue and only one shared driveway access for both units shall be provided on 93rd place.
 - (3) Lot 210 shall have no direct driveway access onto 94th Street and only one shared driveway access for both units shall be provided on 57th Avenue.
 - (4) Spacing between driveways and intersections of 93rd Street. No direct driveway access shall be permitted within 150 feet, as measured from the center line of the roadway to the center line of the driveway, except where a lot has Insufficient frontage to meet this requirement, then the Zoning Administrator may allow the driveway to be placed as far from the intersection as practically possible.
 - (5) Spacing between driveways and intersections of all other Village roadways. No direct driveway access shall be permitted within 100 feet, as measured from the center line of the roadway to the center line of the driveway, except where a lot has insufficient frontage to meet this requirement, then the Zoning Administrator may allow the driveway to be placed as far from the intersection as practically possible.

(iv) *Number of driveways.*

- A. All corner lots are allowed one driveway access per unit per frontage except for Lots 210 and 223. Lot 215 is allowed one shared driveway access for both units on 93rd Place. Lot 210 is allowed one shared driveway access for both units on 57th Avenue.
- B. Lots with a minimum width less than 90 feet that are not located on a corner are only allowed one (1) shared driveway access to the public street.
- C. Lots with a minimum width of 90 feet or more that are not located on a corner are allowed a maximum of two driveway access points to a public street.

I. Village Ordinance Section 420-81 related to standards for a fence shall apply as follows:

Standards for fences.

(i) *Residential fences.* A residential fence is used to provide enclosure of a portion of the property for security and is subject to the following requirements:

- A. *Fence material and style.* Only an open picket type of fence with spacing between vertical pickets to be a minimum of 2 inches but not more than 3 inches. Stockade, board on board, or solid privacy fences are not allowed. Said fence may be constructed of brick, field stone, wrought iron, decorative aluminum, vinyl, or other appropriate material as may be approved by the Zoning Administrator; however, a residential fence shall not be constructed of wood, chain link, wire, corrugated metal or other metal panels and shall not be an agricultural field fence or electric fence and shall not incorporate razor or barbed wire.

- B. A fence may be located in the side yard, rear yard or rear street yard provided that the fence is not located within any easements unless expressly allowed in writing by the easement holder. Said fence shall not be located within a street yard or a side street yard.
- C. A fence may be placed within a wetland, provided that there is minimal disturbance to the wetlands and the soil from the post holes shall not be placed in the wetlands.
- D. A fence shall not be higher than five (5) feet. The fence height shall include all elevations, including berms, above the overall standard grade of the property, including architectural finials.
- E. A fence shall not block, redirect or cause a drainage problem for adjacent or downstream properties.
- F. A fence shall be in compliance with any structural requirements of any local, county and state codes and shall be designed and constructed to resist any wind load.
- G. All structural and support components of a fence shall face away from adjacent properties and public rights-of-way.

J. Village Ordinance Section 420-84 related to standards for swimming pools and hot tubs shall apply as follows:

Standards for an inground swimming pool and hot tub:

- (i) All reasonable precautions should be taken by the property owner(s) to protect the users of the swimming pool from injury or accident. Convenient means of Ingress and egress should be provided, and the depth of the water and any irregularities in the bottom should be clearly indicated. Safety equipment, such as but not limited to life buoys, life hooks and first aid kits, should be provided and be readily accessible.
- (ii) One (1) inground pool is allowed per Lot.
- (iii) Each unit is allowed one (1) hot tub.
- (iv) An inground swimming pool shall not be filled with any amount of water until the required swimming pool enclosure pursuant to Subsection F has been properly installed and Village inspected.
- (v) An inground swimming pool/hot tub shall not be located within a front street yard, side street yard or rear street yard.
- (vi) *Setbacks* including and pumps, filters, pool water disinfection equipment or other accessories provided the swimming pool or hot tub is not located within any easements:
 - A. Side and rear setbacks: 10 feet minimum.
 - B. Setback to the principal building:
 - (1) Inground pool: 10 feet minimum
 - (2) Hot Tub: two (2) feet minimum and located on a deck or patio.
 - C. Shore setback: 25 feet minimum from the ordinary high-water mark of any navigable waterway.
 - D. Wetland setback: minimum of 25 feet from any wetland on the property.

(vii) A four-foot-high minimum and five-foot high maximum residential fence that completely surrounds an inground swimming pool shall be installed pursuant to the fence requirements of the Duplex PUD Ordinance. In addition, any gate opening in the fence shall be equipped with a self-closing and self-locking mechanism.

(viii) For hot tubs only: A fitted cover that is capable of supporting a minimum of 100 pounds shall be securely fastened to the outer edge of the hot tub.

K. Village Ordinance Section 420-86 B related to standards for detached accessory gazebo shall apply as follows:

Standards for detached accessory gazebo/pergola:

(i) One detached gazebo/pergola shall be allowed per unit.

(ii) A gazebo/pergola shall not exceed 150 square feet area and shall not exceed 15 feet in height as measured from the grade at the base of the structure to the highest roof ridge.

(iii) A gazebo/pergola shall only be located in a side yard, rear yard or rear street yard on a deck or a patio and further provided that the gazebo/pergola is securely bolted or attached to the patio or deck.

(iv) Setback requirements provided said structure is not located within any easements:

A. Side and rear setbacks: 10 feet minimum.

B. Wetland setback: 25 feet from any wetlands on the property.

C. Shoreland setback: 25 feet minimum from the ordinary high-water mark of a navigable waterway.

D. Setback to dwelling:

(1) A gazebo/pergola without an asphalt roof may be constructed with a zero foot setback from the principal structure, provided that the roof of the principal structure and the gazebo/pergola roof do not overlap each other.

(2) A gazebo/pergola with an asphalt roof shall be setback a minimum of 10 feet from the dwelling.

(3) A gazebo/pergola attached to the principal structure is considered a porch and shall follow the requirements of Section 420-87 of the Village Zoning Ordinance and as amended in Section d (vi) of the Duplex PUD Ordinance.

(v) A gazebo/pergola shall not be used for human habitation or animal shelter.

L. Village Ordinance Section 420-87 B related to setback requirements for decks, porches, steps and stairs shall apply as follows:

(i) Setback requirements provided the structure is not located within any easements.

A. Street setback: shall meet the minimum setback requirements for the principal building pursuant to the Duplex PUD Ordinance (see subsection d (i)).

B. Side and rear setback: 10 feet minimum.

C. Wetland setback: 10 feet minimum from wetlands on the lot.

- D. Shore setback: 10 feet minimum from the ordinary high- water mark of a navigable waterway.

M. Village Ordinance Section 420-90 B related to residential communication structures shall apply as follows:

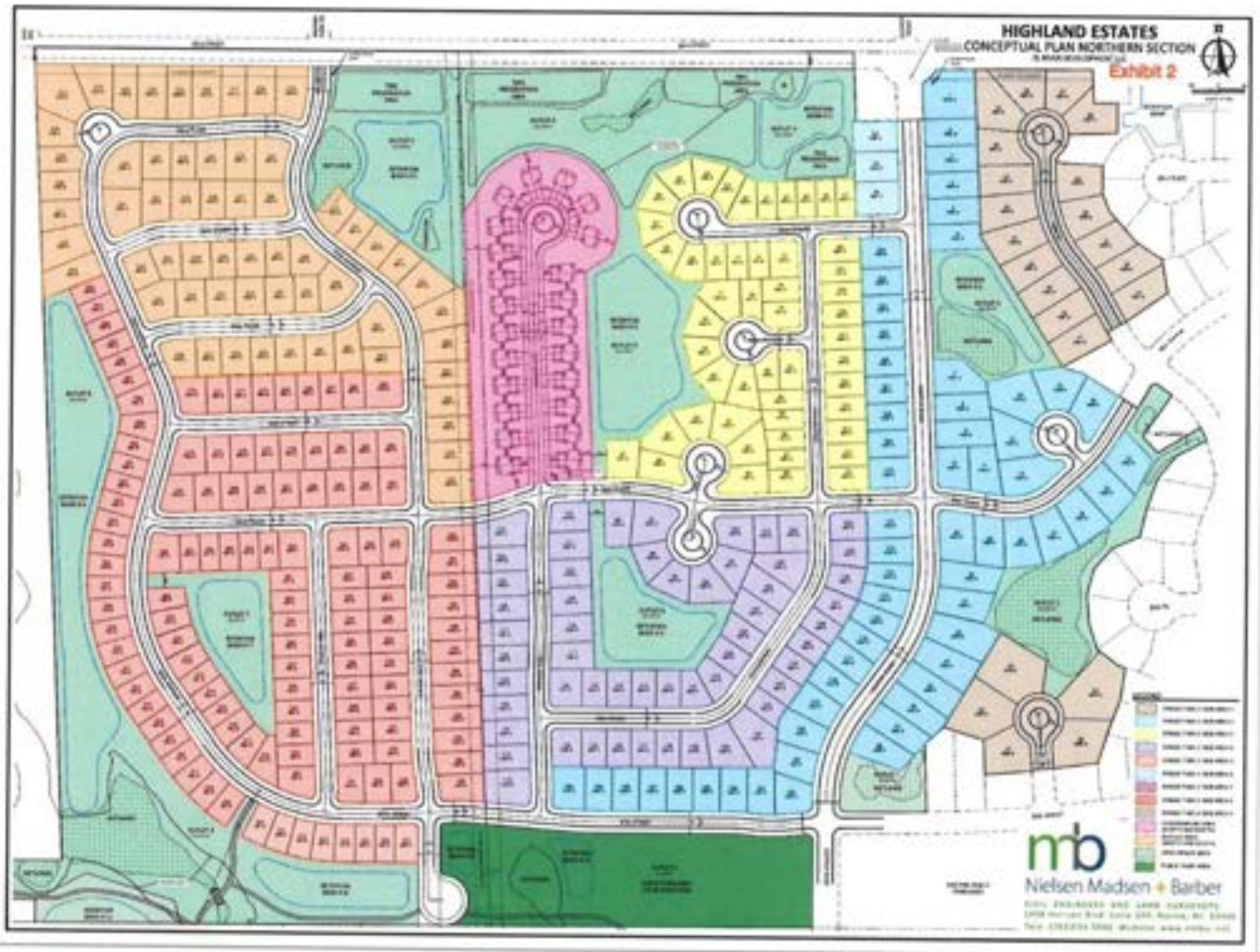
Satellites and/or digital dishes attached to the permitted principal structure that do not exceed 24 inches in diameter; but in no instance shall the height exceed three (3) feet above the roofline of said structure as measured from the roof ridge to the highest point of the satellite and/or digital dish any additional aerials or projections.

No more than two such structures may be attached to the permitted principal dwelling. A free-standing satellite and/or digital dish is prohibited with the Duplex Lots.

N. Village Ordinance Section 420-139 B (1) (s) related to sidewalks and patios shall apply as follows:

Patios or sidewalks/walkways are allowed in the side, rear and rear street yard provided that they meet the same setback requirements of a deck or porch pursuant to the Duplex PUD Ordinance. Sidewalks/walkways leading from the driveway or the public street to the front door of the dwelling is allowed provided the width does not exceed three (3) feet, unless expressly approved by the Zoning Administrator.

Exhibit 1 to Exhibit F
(subject to change in Developer's sole discretion)



HIGHLAND ESTATES
CONCEPTUAL PLAN SOUTHERN SECTION
ZL River Development LLC



EXHIBIT G

NOTICE: This Exhibit is for reference purposes only and may not represent the current PUD regulations. Lot Owners should consult with Village Staff to confirm current PUD requirements.

Condominium Lot Land Use and Building Type

The following conditions and regulations governing land use and building type for Condominium Lots is in accordance with the Condominium PUD Ordinance, as may be amended.

- A. *Principal uses.*
 - (i) 23 two-unit buildings which shall include a private garage attached to each unit within the Condominium Area North.
 - (ii) 17 two-unit buildings which shall include a private garage attached to each unit within the Condominium Area South.
 - (iii) Essential services.
- B. *Accessory Uses.*
 - (i) Home occupations per Article VII of Chapter 420 of the Village Municipal Code.
 - (ii) Driveways as amended in subsection d. (ii) of the Condominium PUD Ordinance.
 - (iii) Decks and porches are part of the building therefore shall meet all the required building setbacks specified in the Condominium PUD Ordinance (see section d (i)).
 - (iv) Residential communication structures per§ 420-90 of the Village Zoning Ordinance and as amended in subsection d. (iii) of the Condominium PUD Ordinance.
 - (v) Solar energy system for individual users per§ 420-88.2. 2 of the Village Zoning Ordinance.
 - (vi) Hot tub pursuant to Article XII of Chapter 420 of the Village Zoning Ordinance and further provided said hot tub is located adjacent to the building on a deck or patio associated with said dwelling unit.
 - (vii) Patios or sidewalks/walkways per subsection d. (iv) of the Condominium PUD Ordinance.

Fences, sport courts, swimming pools and detached accessory buildings and structures not listed above are prohibited within the Condominium Lots.

- C. *Unclassified uses.* Any use not specifically listed as a permitted use or conditional use shall be prohibited except as may be otherwise provided elsewhere in the Condominium PUD Ordinance or Chapter 420 of the Village Zoning Ordinance. If a determination as to the classification of use is needed, the request shall be submitted to the Village Zoning Administrator

for determination. The Zoning Administrator shall make written findings supporting any such decision.

D. *Lot Area:* 8.0 acres minimum.

E. *Design standards.* Examples of condominium buildings that meet the requirements set forth in the Condominium PUD Ordinance. . Note, these examples are for illustration purposes only and actual buildings may differ but shall adhere to the requirements set forth within the Condominium PUD Ordinance.

(i) Each condominium building shall include two (2) units. Both condominium units shall be constructed at the same time and shall be issued a Village Certificate of Occupancy at the same time.

(ii) No condominium or parts of the condominium shall exceed 35 feet in height.

(iii) Floor areas excluding the garage, decks, porches and basement:

A. Minimum First Floor Area per unit: 800 square feet.

B. Minimum Total Floor Area per unit: 1,100 square feet per unit.

C. Maximum Total Floor Area per unit: 2,200 square feet.

D. Maximum Total Floor Area per building: 4,400 square feet.

(iv) Each Condominium Unit shall have either a one-car or a two-car attached garage.

(v) Each Condominium Unit shall have a full habitable basement with a minimum height of 8 feet. Crawl space and slab on grade foundations are not allowed.

(vi) Placement of each condominium shall provide for proper drainage away from the foundation and shall accommodate drainage on and through the existing property by not negatively affecting the existing drainage patterns or the capabilities of draining the abutting properties.

(vii) The front facade of the dwelling shall be placed parallel to the street property line.

(viii) The entire front door of the dwelling is required to be visible to and facing the street.

(ix) The main roof of the condominium shall have a minimum roof pitch of 6:12, and the eaves on the main roof shall extend beyond the nearest vertical wall a minimum of one foot, or the roof pitch and/or eave length may be reduced as approved by the Village Zoning Administrator.

(x) Permitted roof surface materials (including attached garage) include wood shakes, asphalt, fiberglass, composite or wood shingles, clay tiles, concrete tiles, slate or other appropriate roofing material as may be approved by the Village Zoning Administrator. Metal standing seam and flat rolled metal roofing system shall not be allowed as a dwelling's primary roofing material.

(xi) Permitted exterior materials (including attached garage) include brick, stone, wood, masonry, concrete, aluminum (not corrugated metal or aluminum) or vinyl siding or other appropriate siding material as may be approved by the Village Zoning Administrator. The exterior siding shall extend to the top of the foundation and be within six inches above the final grade. EFIS/Stucco may not be allowed as a primary building material, however,

EFIS/Stucco may be allowed as an accent material only as may be approved by the Zoning Administrator. In addition, each facade shall include a minimum of two (2) windows that are similar in size to other windows on the dwelling; windowless elevations shall not be allowed.

(xii) No more than two overhead garage doors per structure shall face directly toward a public street; this includes two single overhead garage doors or one double garage door; therefore, requiring one (1) dwelling unit per building to have a side loaded garage.

(xiii) Similar architecture with a variety of building material color combinations within the Condominium Lots is allowed.

(xiv) All exterior additions or alterations shall be constructed of the same or complementary colors and materials and in the same architectural style as the principal structure.

(xv) All buildings within the Condominium Lots shall have landscaping around the foundation perimeter of the buildings.

F. Setback requirements provided said structure is not located within any easements.

(i) Street setback:

- A. STH 165 (104th Avenue: 60 feet minimum.
- B. 95th Place: 30 feet minimum.
- C. All other streets: 25 feet minimum.

(ii) Side and rear setbacks: 25 feet minimum from the exterior boundaries of the condominium portion of the Project, except adjacent to the ATC transmission lines then the side/rear setback shall be a minimum of 70 feet.

(iii) Wetland setback: 25 feet minimum from any wetlands on the property.

(iv) Separation between structures (including decks, porches and patios): 20 feet minimum.

G. Authorized sanitary sewer system. See § 420-32 of the Village Zoning Ordinance.

H. Authorized water supply system. See § 420-33 of the Village Zoning Ordinance.

I. Village Ordinance Section 420-46 related to driveways shall apply- as follows:

Driveways. All driveways installed, altered, changed, replaced, or extended shall meet the following requirements:

(i) Width. The minimum width of a driveway shall be 12 feet, and the driveway shall not exceed 24 feet in width at the property line serving a two-car attached garage and shall not exceed 18 feet in width at the property line serving a one car attached garage. In addition, the driveways on the property shall only be wide enough to provide access to the overhead garage doors. A separate parking area is not allowed on any property within the Project.

(ii) Driveway restrictions in relation to intersections.

- A. No direct driveway access shall be allowed onto STH 165 (104th Street), 62nd Avenue and 95th Place.
- B. Spacing between driveways and intersections of 62nd Street and 103rd Avenue. No direct driveway access shall be permitted on 103rd Avenue within 70 feet of said intersection, as measured from the center line of the roadway to the center line of the driveway.
- C. Spacing between driveways and intersections of 95th Place and 55th Avenue. No direct driveway access shall be permitted on 55th Avenue within 70 feet of said intersection, as measured from the center line of the roadway to the center line of the driveway.

(iii) Number of driveways. Each condominium unit is allowed one (1) driveway on 55th Avenue and 103rd Place.

(iv) Shared driveway access. Shared driveway access may be required by the Plan Commission as part of a condominium plat.

J. Village Ordinance Section 420-90 B related to residential communication structures standards shall apply as follows:

Satellites and/or digital dishes attached to the permitted principal structure that do not exceed 24 Inches in diameter; but in no instance shall the height exceed three (3) feet above the roofline of said structure as measured from the roof ridge to the highest point of the satellite and/or digital dish any additional aerials or projections. No more than two such structures may be attached to the permitted principal dwelling. A free-standing satellite and/or digital dish is prohibited with the Project.

K. Village Ordinance Section 420-139 B (1) (s) related to sidewalks and patios shall apply as follows:

Patios or sidewalks/walkways are allowed in the side, rear and rear street yard provided that they meet the same setback requirements of a deck or porch of the Condominium PUD Ordinance (see subsection d (i)). Sidewalks/walkways leading from the driveway or the public street to the front door of the dwelling unit is allowed provided the width does not exceed three (3) feet, unless expressly approved by the Zoning Administrator.

EXHIBIT H

Landscape Standards

The Highland Estates Landscape Plans, prepared by Thomas Nordlow Associates, with revision date March 6, 2025 (and on file with the Village) are made a part of this Declaration by reference.