

Gracewood Estates Subdivision HOA Covenants & Restrictions

WHEREAS, Gracewood Estates, LLC, ("Declarant") owner of Gracewood Estates Subdivision,

WHEREAS, Gracewood Estates Subdivision described as being part of the NE ¼ and NW ¼ of Section 5, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

WHEREAS, a Homeowners Association shall be formed called Gracewood Estates Homeowners Association for purposes of enforcing the following covenants and restrictions with each lot owner being entitled to one undivided vote per lot.

NOW, THEREFORE, the following covenants running with the land shall apply to Lots 1 through 18 and Outlots 1 through 4.

1. All Federal, State, and City of Kenosha laws, rules, ordinances and orders shall supersede anything contained within this document except where the restrictions are more restrictive than the City ordinances. If in any way the items contained in this document are in conflict either now or in the future with City ordinances, then the City ordinances shall take priority.

2. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and all residences as a minimum shall have an attached garage according to the architectural building plans approved for the size and orientation of each lot. No homes shall be built in Gracewood Estates Subdivision with less than a 5/12-roof pitch. All homes shall be sided with vinyl, aluminum, brick, cedar, stone or some combination thereof, except as specifically authorized by the Architectural Control Committee.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. NOTE: Approval may be denied solely based on harmony of external design as determined by the Architectural Control Committee.

4. The Gracewood Estates Homeowners' Association shall serve as an Architectural Control Committee after all lots have been sold by Declarant or ten years from the recording of these restrictions, whichever occurs first. Until that time, Gracewood Estates LLC or assigns,

shall serve as an Architectural Control Committee for the purpose of enforcing the restrictions set out herein. The Declarant's Builder, Joseph Scott Homes, will also serve on the Architectural committee until all the lots are sold. However, direct management of the Gracewood Estates Homeowners Association may begin transferring the control to individual resident homeowners to serve on the association's board of directors, once all the lots/homes are sold or 75% of the houses are built. This may be accelerated or delayed by the architectural committee but can be established with notice within 60 days of notification to the homeowners.

5. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no legal action has been commenced within six (6) months of the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

6. Easements for installation and maintenance of utilities, drainage facilities, and storm water retention areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot. The storm water retention basins shall be maintained by the homeowners association.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, whether temporarily or permanently.

8. No sign of any kind shall be displayed to the public view on any lot except a "For Sale" sign or a sign used by the builder or owner. Declarant reserves the right to install subdivision signage and landscaping within the required setbacks on Lots 1 and/or 73. If, however, there is an existing residential structure on said lot at the time of signage installation, said signage shall not be closer than to twenty (20) feet from the residential dwelling.

9. No animals except household pets (provided that they are not kept, bred or maintained for commercial purposes) may be kept within Gracewood Estates.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and hidden from public view.

11. That the minimum floor area of the dwelling shall not be less than states as follows:

12. Single story shall be 1400 square feet, bi-levels shall be 1400 square feet on the first level, tri-levels shall be 1400 square feet on the upper two levels, and a two story shall be

1800 square feet on the upper two floors, contemporary designs by Architectural Control Committee approval only.

13. All set back lines must follow the minimum requirements as set forth by City of Kenosha ordinance.

14. No business or commercial structure shall be erected or allowed to operate on said premises except as in compliance with the City of Kenosha Zoning Ordinances relating to home occupations and home offices.

15. No camper, motorhome, recreational vehicle, boat, trailer, bus, truck or motorcycle or any other unsightly or unlicensed vehicle may be stored or kept on any lot for longer than 48 hours per year unless kept within a garage with the door closed. No trucks, motorcycles or automobiles shall be parked in the private street right-of-way with the exception of an occasional social gathering.

16. On the east line of Outlots 1 and 2, the south line of Outlot 3 and the south and the west lines of Outlot 4, there shall be a tree protection buffer yard. Within 20 feet of these outlot boundaries, it shall be prohibited to remove any tree greater than 2" in diameter (DBH). On the south line of Outlot 3 and the south and west lines of Outlot 4 there shall be a "no structure" buffer yard. Within 40 feet of these outlot boundaries, structures are prohibited including swimming pools, outbuildings, fences and playground equipment.

17. Sidewalks shall be installed prior to occupancy of the residential units, where practical, but not later than six (6) months from the date of occupancy. In the event property owner fails to comply with this requirement prior to occupancy, owner shall provide the City with an assurance in an amount determined by the City Engineer. In the event the developer must enforce this provision through court action, either to install sidewalks or collect fees, property owner agrees to pay reasonable attorney fees and court costs in addition to above costs.

18. Within twelve (12) months of occupancy of the residence and following the installation of sidewalks and utilities, but not later than eighteen (18) months after the date upon which the City of Kenosha shall approve the final plat of subdivision in which such landscaping shall be located, the developer shall be required to plant trees as per the attached landscape design, recorded for reference as part of the Restrictions. The City Forester will locate where the trees will be planted from the plat as per the City of Kenosha requirements.

19. As part of new home construction, lot owner shall construct a driveway, apron, and approach for each residential unit at his/her cost and expense, with a six (6) inch aggregate base covered by two and one-half (2 h) inch bituminous concrete surface course in accordance with City ordinances. Paving bricks having a minimum thickness of four (4) inches are an acceptable alternative for driveway and aprons. The surface course shall be installed prior to occupancy where practical, but not later than six (6) months from the date of occupancy of each residential unit served thereby. In the event that the driveway, apron and approach are not paved prior to occupancy, the owner shall provide the City with an

assurance in an amount determined by the City Engineer, In the event the developer must enforce this provision through court action, either to do the driveway, apron and approach or collect fees, property owner agrees to pay reasonable attorney fees and court costs in addition to the above costs.

These Covenants are to run with the land and shall be binding on all Parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods often (10) years unless an instrument signed by a majority of the then-owners of the lots have been recorded agreeing to change said Covenants in whole or in part.

20. The Association shall have the power to levy an annual assessment against each lot in the subdivision for the purpose of defraying, in whole or in part, the costs incurred by the Association. Such annual assessment shall be levied by the Association as of January 31 of each year and a statement for such amount shall be mailed to the owner of each lot as of such date and shall be payable on or before March 31 of each year. The annual assessment prorata share per lot shall be 1/18.

21. Tree Installation, Maintenance, and Replacement: In order to preserve the aesthetic character of the community, maintain uniform landscaping standards, and promote long-term property values, each Lot Owner shall install and maintain at least one (1) suitable tree upon their Lot. This requirement is intended to foster an attractive and cohesive neighborhood appearance while also providing shade, environmental benefits, and increased value for individual properties and the community as a whole.

A. Installation and Placement.

- i. Each Lot shall contain a minimum of one (1) healthy tree consistent with the landscape character of the community and, if applicable, from a species list approved by the Association's Architectural Review Committee (ARC).
- ii. Trees must be located entirely within the Lot boundaries of the Owner and may not be placed within Common Areas, easements, rights-of-way, or property owned by other Lot Owners, the Association, or the city/municipality.

B. Placement shall be selected by the Lot Owner in a manner that prevents interference with:

- i. Home or building foundations;
- ii. Sidewalks, paved walkways, and driveways;
- iii. Water, sewer, drainage systems, or other public infrastructure;
- iv. Overhead or underground utility lines; and
- v. Adjacent properties or city-owned land.

21.1 Owner Responsibility.

A. The cost of acquiring, planting, installing, maintaining, pruning, and replacing the required tree shall be the sole and exclusive responsibility of the Lot Owner.

B. The Association shall not be responsible for any portion of the tree cost, installation, labor, or ongoing maintenance, nor shall it bear liability for damage or injury resulting from a tree located on a private Lot.

- i. Owners shall be responsible for maintaining the tree in a healthy, safe, and attractive condition, including but not limited to:
- ii. Watering, fertilization, and pruning;
- iii. Removal of dead or broken branches;
- iv. Preventing encroachment onto sidewalks, driveways, neighboring Lots, Common Areas, or city-owned property;
- v. Controlling invasive root systems that could damage foundations, paved surfaces, or utilities.

21.2 Replacement Obligation.

A. In the event that a required tree becomes diseased, infested, damaged, or dies, the Lot Owner shall promptly remove the affected tree and replace it with a healthy tree of comparable species and size, subject to ARC guidelines.

B. Temporary absence of a tree due to removal shall not relieve the Owner of the obligation to replant within a reasonable time frame, not to exceed ninety (90) days, unless otherwise approved by the ARC for seasonal planting considerations.

C. Liability and Enforcement.

- i. Lot Owners shall be liable for any personal injury or property damage caused by trees located on their Lot, including but not limited to damage to sidewalks, utilities, vehicles, neighboring properties, or Association/Common Areas.
- ii. Trees that encroach upon or lean into adjoining Lots, Common Areas, or public property, or which pose a hazard due to neglect or poor maintenance, may be deemed a violation of these covenants and subject to enforcement action by the Association.

21.3 The Association reserves the right, but shall have no obligation, to require corrective action if a Lot Owner fails to install, maintain, or replace the required tree in accordance with these provisions. The Association may levy fines or take remedial measures at the Owner's expense as permitted by the governing documents and applicable law.

A. Community Benefit and Acknowledgment.

By adhering to these requirements, Owners collectively contribute to preserving the visual harmony and curb appeal of the neighborhood, thereby enhancing the desirability and property values of all Lots within the community.

B. Compliance with this Section reflects a shared commitment to environmental sustainability, neighborhood pride, and the enjoyment of a safe, attractive, and welcoming residential environment for all residents.

21.4. Tree Installation and Maintenance Standards

These guidelines are intended to provide Lot Owners with specific standards for the installation, maintenance, and replacement of required trees within the community, as mandated by Declaration/Bylaws. The purpose of these standards is to ensure consistency, protect infrastructure, and preserve the neighborhood's aesthetic character.

A. Minimum Tree Requirements

- i. Each Lot must maintain at least one (1) healthy tree.

B. The tree shall be a minimum of 2-inch caliper trunk size (measured six inches above ground level) at the time of planting.

C. The tree shall be at least 6 feet tall at installation. Approved Tree Species. To maintain uniform landscaping and minimize risk of root or limb damage, only approved tree species may be planted. Approved species list may include (update for area as needed):

- i. Maple (Red, Autumn Blaze, or Sugar)
- ii. Oak (Red, White, or Swamp White)
- iii. Elm (disease-resistant varieties only)
- iv. Flowering Pear (non-invasive cultivars)
- v. Linden
- vi. Serviceberry
- vii. Dogwood

D. Prohibited species include:

- i. Cottonwood, Willow, Poplar, Silver Maple, or other invasive root species.
- ii. Any tree designated by the city/municipality as prohibited.

E. Location & Placement Standards. Trees must be planted within the Owner's Lot boundaries, not in Common Areas, easements, or city right-of-way.

- i. Minimum clearances:
- ii. 10 feet from house foundation
- iii. 5 feet from driveways or sidewalks
- iv. 5 feet from utility boxes, water meters, or sewer cleanouts
- v. 15 feet from fire hydrants or streetlights

F. The tree must not encroach upon or overhang neighboring Lots or city property.

21.5 Utility & Safety Requirements

A. Owners are responsible for contacting "Call Before You Dig" (811) or other local utility marking services prior to planting.

B. Trees must not be planted directly over utility lines or drainage systems.

C. Trees must be positioned so that future root growth will not compromise utilities, foundations, paved surfaces, or stormwater infrastructure.

21.6 Maintenance Requirements

A. Owners must:

- i. Water, fertilize, and prune the tree as needed.
- ii. Remove dead, diseased, or hazardous limbs promptly.
- iii. Prevent root intrusion into sidewalks, paved walkways, driveways, or foundations.
- iv. Replace mulch as needed to maintain healthy soil and appearance.

B. Trees must not be allowed to develop broken, leaning, or overhanging limbs that pose a hazard or encroach upon neighboring Lots, sidewalks, Common Areas, or city property.

21.7 Replacement Obligations

A. Dead, diseased, storm-damaged, or broken trees must be removed and replaced with a new tree of approved species and comparable size (minimum 2-inch caliper).

B. Replacement must occur within 90 days of removal, or within the next planting season if removal occurs during winter. Failure to replace a tree within the timeframe may be considered a covenant violation subject to enforcement.

21.8 Enforcement & Liability

A. Non-compliance with these guidelines will be treated as a violation of the Declaration/Bylaws and subject to fines, remedial action, or other enforcement measures.

21.9 The Association bears no responsibility for costs associated with tree installation, maintenance, or replacement.

A. Owners shall be liable for any damage caused by trees on their Lot, including but not limited to cracked sidewalks, damaged utilities, or encroachment onto neighboring property.

21.10 GWE HOA Value Statement

The preservation of trees within the community ensures consistent landscaping, contributes to shade and environmental benefits, and enhances property values. By adhering to these guidelines, Lot Owners help maintain the uniform appearance and long-term desirability of the neighborhood for all residents.

22. If the assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of 12% per annum and shall, together with such interest

thereon and costs of collection (including attorneys fees incurred by the Association), become a continuing lien on the lot and shall bind such lot in the hands of the then owner, the owner's heirs, personal representatives, successors, and assigns. Such assessment shall also be the personal obligation of the owner of the lot at the time the assessment becomes delinquent. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot and there shall be added to the amount of such assessment, interest, all court costs, attorneys fees incurred by the Association, and related costs.

23. The Association shall, upon demand, at any time furnish to any lot owner a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

24. Declarant, any lot owner or the Gracewood Estates Subdivision Home Owners' Association shall have the right to enforce by a proceeding at law or in equity or both all of the terms and provisions of these Covenants and Restrictions.

27. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction either to refrain the violation or to recover damages for such violation. Any person violating or attempting to violate any of the terms and provisions of these Covenants and Restrictions shall pay all reasonable attorneys' fees and costs incurred by the Declarant, the Association or lot owner in enforcing these Covenants and Restrictions.

25. Invalidation of any one of these Covenants by Judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

26. Declarant reserves the right to install subdivision signage within required setbacks. If, however, there is an existing residential structure on said lots at the time of signage installation said signage shall not be placed closer than 30' from the residential dwelling.

28. These restrictions may be amended at any time by a majority vote from the Gracewood Estates Homeowners Association with only one vote per lot or unilaterally by the Declarant until 100% of the lots have been sold.

29. Establishment of the Architectural Committee

A. Pursuant to the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), there is hereby established an Architectural Committee ("the Committee").

B. The Committee shall serve as the architectural review authority for all matters relating to the construction, alteration, and maintenance of structures, improvements, and landscaping within the community.

C. The Committee is created at the time the Declaration is recorded in the county records and shall remain in effect until formally transitioned to the homeowners' association ("the HOA").

29.1 Composition**A. Initial Membership:**

- i. The Committee shall initially be comprised of:
§ Gracewood Estates, LLC (“the Developer”), and
§ Joseph Scott Homes, LLC (“the Home Builder”).
- ii. Each entity shall appoint a representative to act on its behalf.

B. Powers During Development Period:

- i. While under developer control, the Committee shall exercise sole discretion in architectural matters, including approvals, enforcement, and issuance of written decisions.

C. Transition to Homeowners:

- ii. Upon conveyance of 75% of the lots to homeowners, or at an earlier date designated by the Developer, the Committee shall transition to homeowner governance.
- i. At transition, the Developer shall resign its appointment rights, and the Committee shall be reconstituted by the Gracewood Estates HOA board.

29.2 Purpose**A. The purpose of the Committee is to:**

- i. Preserve the architectural integrity and aesthetic harmony of the community.
- ii. Review and approve/disapprove plans and specifications for all new construction, additions, exterior modifications, fences, walls, driveways, and landscaping.
- iii. Ensure compliance with the standards and guidelines established in the CC&Rs and Design Guidelines.
- iv. Maintain community character by governing uniformity in style, materials, and appearance.

B. No construction, modification, or landscaping requiring approval shall commence without written approval from the Committee.

29.3 Authority and Procedures

A. The Committee shall adopt and publish Architectural Guidelines consistent with the CC&Rs.

B. The Committee shall have the authority to:

- i. Grant written approvals.
- ii. Deny applications not in compliance with standards.
- iii. Require modification or removal of non-compliant improvements.
- iv. Enforce compliance through the HOA governing documents.

C. Decisions of the Committee shall be final and binding unless formally appealed to the HOA Board (after transition).

29.4 Transition and Homeowner Authority**A. Establishment of Homeowner Committee:**

- i. At transition, the HOA Board shall appoint or elect not fewer than three (3) homeowners to serve on the Committee.
- ii. Members shall serve staggered terms of two (2) years.

B. Homeowner Rights:

- i. Upon transition, the homeowners, through the HOA, may elect to: Continue the Architectural Committee in full, or Amend or dissolve the Committee in accordance with the HOA's amendment procedures.

C. Continuity of Governance:

- i. Any rules, guidelines, or approvals previously issued by the Committee during the developer period shall remain valid and enforceable unless amended by the homeowner-controlled Committee.

29.5 Enforcement

A. The Committee, in coordination with the HOA, shall enforce compliance with approved plans, the CC&Rs, and the Design Guidelines.

B. Violations may be subject to:

- i. Written notice and demand for correction.
- ii. Monetary fines as authorized by the HOA.
- iii. Legal or equitable remedies, including injunctions, as permitted by law.

29.6. Amendment of Bylaws**A. These bylaws may be amended by:**

- i. The Developer, prior to transition, or
- ii. The HOA Board, after transition, in accordance with the HOA's amendment procedures.

Dated this _____ (day) of _____ (month) 2025 (year)

James Mathews, Gracewood Estates, LLC