

**COOPER WOODS SUBDIVISION
PLEASANT PRAIRIE, WISCONSIN**

**DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND EASEMENTS**

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Declaration of Conditions, Covenants, Restrictions and Easements regarding Cooper Woods, Lots 1 through 14 and CSM # 1977.

This declaration made this _____ day of November, 1997, by Cooper Woods, LLC, hereinafter referred to as "Developer".

Witnesseth

WHEREAS, the Developer is the Owner of the real property described in Article II of the Declaration, and desires to subject such property to conditions, covenants, restrictions, easements, liens and charges (also referred to as "covenants and restrictions" or "C&R") in this Declaration set forth, each and all of which is and are for the benefit of such property and for each Owner thereof and shall pass with ownership of such property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any Owner thereof.

NOW, THEREFORE, the Developer hereby declares that the real property described and referred to in Article II hereof is and shall be held, used, transferred, sold and conveyed subject to the conditions, covenants, restrictions, easements, liens and charges hereinafter set forth.

ARTICLE I DEFINITIONS

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

- 1.1 "DEVELOPER" shall mean Cooper Woods, LLC, a Limited Liability Company in Wisconsin.
- 1.2 "ASSOCIATION" shall mean and refer to the Cooper Woods Homeowner's Association.
- 1.3 "THE PROPERTIES" shall mean and refer to all existing properties as are subject to this Declaration.
- 1.4 "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision of The Properties, including CSM # 1977.
- 1.5 "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any property; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the terms, "Owner" shall refer to such person instead of the vendor.
- 1.6 "MEMBER" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, paragraph 4.1.

1.7 **ARCHITECTURAL CONTROL COMMITTEE:** (Also known as "ACC") Originally shall be composed of three members of Cooper Woods, LLC.. Neither the members of the Committee nor it's designated representative shall be entitled to compensation for services performed pursuant to this covenant. In the event of the death or resignation or refusal to act of any of the members of the Committee while any unimproved lot remains unsold by the Developer or it's successor or assignee, then said member's respective successor in the Committee shall be appointed in writing by the undersigned or it's successor assignee. The "ACC" shall have final binding approval and discretionary authority in maintaining the integrity of these declarations.

Under no circumstances shall any member of the Architectural Control Committee, his heirs, personal representatives, successors, or assigns be liable for damages for his acts or his failure to act in his capacity as a member of the Architectural Control Committee, it being expressly understood and agreed that the sole remedy of an owner of a Lot or any other person or entity against a member of the Architectural Control Committee for such member's misfeasance or non-feasance as a member of the Architectural Control Committee shall be to seek and obtain injunctive relief to prevent the breach of or to enforce the observance of these declarations herein set forth.

The Architectural Control Committee shall have the right to refuse or to approve any such plan or specifications which, in the conclusive judgment of a majority of its members, are not in conformity with these declarations or are not desirable for aesthetic or any other reason.

In passing upon such plans and specifications, the Architectural Control Committee may take into consideration the suitability of the proposed building or other structure, its design, elevation and the materials of which it is to be constructed on the proposed site; the harmony thereof with the surrounding buildings, and the view or outlook from the adjacent property. Approval of plans and specifications shall bear the signature of the Architectural Control Committee or its designated representatives.

All decisions of the Architectural Control Committee on said matters shall be final. The Architectural Control Committee shall have the right to waive minor infractions or deviations from the restrictions in case of hardships.

The Architectural Control Committee may, by unanimous vote of its members as to a particular Lot or Lots, upon written application of the owner or owners or a prospective purchaser of a Lot, waive or grant a variance in the restrictive covenants set forth in Article III. Such waivers of variances shall be granted only to prevent hardships or to meet unusual circumstance pertaining to any Lot or Lots in the Subdivision. Decisions of the Architectural Control Committee shall be final and binding upon all parties of interest.

ARTICLE II PROPERTY SUBJECT TO THE DECLARATION

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

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

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

3.2 **LAND USE AND BUILDING TYPE:** No lot shall be used except for single family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling with attached garage that shall house no less than two cars, nor more than three cars as provided in paragraph 3.4 and 3.5 below. Home designs shall be consistent with that of a typical residential subdivision for permanent dwelling. No log homes, "A" frames or unusual or non-traditional style homes will be permitted.

3.3 **ARCHITECTURAL CONTROL:** No building, fence, wall or other structure or improvement of any type nor shall any exterior addition or improvement to or change or alteration on any lot be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in paragraphs 3.6 and 3.10 hereof shall have been submitted in duplicate to and approved in writing as to quality, materials, harmony of exterior design and location in relating to other structures, topography and compliance with the provisions of this declarations, by the "ACC".

In the event the "ACC" fails to approve or disapprove within 30 days after the plan and specifications have been submitted to it, or in the event of disapproval, if no suit to enjoin the addition, alteration or change or to require the removal thereof has been commenced before one year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The "ACC" shall have the right to waive minor infraction or deviations from these restrictions. The "ACC" requires that any residence or attached garage be designed by an architect, professional engineer or designer experienced in residential design. The Village of Pleasant Prairie is hereby granted the authority by the "ACC" to reject any building plans without having the approval or signature of the "ACC" indicating the plans are in conformance with the Cooper Woods Subdivision Declaration of Conditions, Covenants, Restrictions and Easements.

3.4 **DWELLING SIZE:** No dwelling shall be erected on any lot having less than: 1,800 square feet for a single story home or 2,000 square feet for a two story home (exclusive of basements, garages, porches, patios, breezeways and similar additions.)

3.5 GARAGES, PARKING:

a) Each lot shall have a private enclosed garage (attached to the residence) for on-site storage to accommodate not less than two automobiles for each one family dwelling built or to be built upon that lot and to be connected to the street by a properly surfaced concrete or brick driveway (which driveway shall be installed and completed within one year from the date of final occupancy of the dwelling, asphalt paving is prohibited.) All driveways shall be located a minimum of five (5) feet from the side property line and shall be a maximum of 24 feet in width at the right-of-way.

b) No garage shall be erected having less than 576 square feet nor more than 720 square feet. All garages shall be attached to the dwelling either forming an integral part with the dwelling house or by porches and breezeways. All attached garages will be constructed at the same time construction of main dwelling house is underway.

c) The location of the garage door(s), whether front or side entry, shall be subject to the approval of the "ACC". Garage doors will be limited to one double door or two single doors per garage unit. If garage is intended to house 3 vehicles and is larger than 576 square feet, three single doors or one double door and one single door will be permitted. In no case will garage doors be permitted to be located on opposite or adjoining walls, with respect to each other. All garage doors will be located on same wall elevation, and will be 8'0" in height.

3.6 GRADING, BUILDING LOCATION AND LOT AREA:

a) Within each set of building construction plans submitted in duplicate to the "ACC" for the body's approval, shall be a site grading and drainage plan for their lot. The plan shall include proposed finished foundation and yard grades of the proposed dwelling, garage, patio, deck, pool, service walk and driveway, with spot elevations, swale locations indicating direction of run-off and topographic contours of 1'. The purpose of this plan is to demonstrate how the improvements can be made with minimum impact to the existing environment including but not limited to trees and topography. Each lot owner recognizes and accepts the existing topography prior to development as substantially the same as post development and therefore accepts the natural rainfall run-off that may cross their lot. Each lot owner must connect the sump pump discharge and each roof drain down spout underground directly into the storm sewer drainage system.

b) All lots shall have setbacks from the front line and from the interior lot lines of distances determined by the "ACC", but in no event less than that provided by the laws and ordinances of the Village of Pleasant Prairie, Wisconsin. The "ACC" shall endeavor to maintain front setbacks as shown on the final plat. The side yard setback shall not be less than 10' from the property line. All proposed home layouts shall be parallel to the curb in front of that lot, homes shall not be angled to other dimensions without the written consent of the "ACC".

c) Beginning with the front street setback, each home must be constructed within the building area shown on the final plat. The front street setback must be the front line for the building area for each home, the balance of the home must be placed within the rest of the building area.

d) Each lot owner shall submit a separate survey in duplicate identifying each tree within the building area with a trunk diameter greater than 6" at grade and propose the home layout as described in 3.6 c). Caution and consideration shall be exercised when designing and constructing the home so as to have minimal impact on existing trees. Owners are prohibited from removing existing trees with a trunk diameter greater than 6" at grade outside of the building area without written consent from the "ACC". Owners are prohibited from removing existing trees within the building area except those the "ACC" approved from the building layout survey.

e) All dirt "spoils" from excavation of any lot which is not used on the lot shall be deposited, at such place or places in the Subdivision as may be directed by the "ACC". The "ACC" shall have the first option to accept any excess dirt, but is not required to accept same. Spoils must be removed from the site and the lot graded within 90 days from the time excavation began. If the "ACC" does not accept the spoils, it is the owners responsibility to have them hauled off site.

f) Measures will be taken by the individual lot Owners to control erosion during construction. Water drainage paths on individual lots will require placement of hay bales or silt fence to protect against erosion throughout the construction process and until the property is vegetatively stabilized. In addition, it will be the responsibility of individual lot Owners to control tracking of mud, dirt, clay, stones, etc. on public streets during construction. Pressurized water may not be used for purposes of cleaning public streets. Owners will need to comply with the Erosion control and Construction site maintenance law and ordinances of the Village of Pleasant Prairie. If the lot owner does not comply with written notice to clean roads, the association shall hire the work to be performed and assess the owner.

3.7 COMPLETION: All construction of dwellings and incidental structures shall be completed within one year of date of issuance of building permit by the Village of Pleasant Prairie, Wisconsin. Final grade and seeding and/or sodding is a condition of final occupancy for the Village of Pleasant Prairie.

3.8 EASEMENTS:

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

b) Lawn mowing, pruning, weeding, maintenance, repair and replacement of the 89th Place cul de sac island shall be the responsibility of the Home Owners Association. In the event the Homeowners Association fails to perform the aforesaid, the Village of Pleasant Prairie shall perform the necessary work and assess all the individual lot Owners governed by this agreement.

c) Outlot #1, #2 and #3 will be deeded respectfully to lot #4, #5, and #6 for the continued preservation and maintenance of the wetland conservancy area as identified on the final plat. Land lying within the designated wetland shall be preserved and protected by prohibiting grading, filling, mowing, cutting or excavation. No building of any type is permitted in the outlot. No removal of existing plant life is permitted except dead or diseased vegetation and noxious weeds as defined by the Village of Pleasant Prairie ordinance. The introduction of new plants not indigenous to the existing environment is prohibited. The grazing of domesticated animals is prohibited.

In the event the individual lot Owners fails to perform, the Village of Pleasant Prairie shall perform the necessary maintenance, repair and replacements and assess the individual lot Owners as described above.

At the time of a property transfer (sale), the outlot must also be transferred with the Lot. Lot #4 and outlot #1 will be transferred simultaneously. Lot #5 and outlot #2 will be transferred simultaneously. Lot #6 and outlot #3 will be transferred simultaneously.

3.9 ZONING LAWS, ETC.

a) In addition to the provisions hereof, all Lots shall be subject to all ordinances, zoning laws and other restrictions of the Village of Pleasant Prairie, County of Kenosha and the State of Wisconsin applicable thereto. No Lot shall be further divided.

3.10 LANDSCAPE

a) All plans for dwellings shall include a landscape layout which shall be subject to the approval of the "ACC" and which may be submitted for approval subsequent to submission of the building plans for the dwelling. Such landscape layout shall include plantings such that a pleasing park-like appearance shall ultimately be accomplished in the subdivision and a uniform line of planting is avoided. Landscape plantings for any dwelling shall be completed within one year from the date of issuance of the building permit by the Village of Pleasant Prairie. (See paragraph 3.7) No existing landscape plantings or trees shall be altered or removed without prior written approval of the "ACC".

3.11 NUISANCES, ETC.: No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. At all times, trash, garbage or other wastes shall not be kept except in sanitary containers and all such material or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are prohibited. Trash shall not be placed curbside earlier than 6 P.M. the eve of scheduled pick up.

No trailer, home, shack, garage, barn or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. No signs shall be placed upon lots other than those for the sale of that lot or political office advertisement. No sign shall be greater than 15 square feet per side, limit two sides, except the developers temporary marketing sign(s) and any possible future permanent entrance marking sign.

There shall be no outside parking of boats, snowmobiles, buses or recreational type vehicles or trailers; these must be stored in garages or off site. No motor vehicles not registered with the Department of Motor Vehicles and or not in regular use are permitted to be stored outside.

No external antennas or solar panels or solar collecting apparatus will be allowed on any lots. Satellite dishes of not more than 18" in diameter will be permitted with "ACC" written approval and proper screening from public view. No outdoor clothes lines are permitted.

3.12 ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, or two cats and other small household pets may be kept in a manner which will not disturb the quality of life and the environment of the properties, provided that no animals shall be kept, bred or maintained for commercial purposes. Outside kennels will be allowed only if they are an integral part of the dwelling and must be approved by the "ACC".

3.13 ROOFING MATERIAL AND CONSTRUCTION:

a) All dwellings proposed to be erected, altered or modified shall on the construction plans, specify asphalt, fiberglass, shake type or other such type shingles, acceptable in quality and color to the "ACC". All shingles must be of 25 year warranty or greater.

b) All dwellings shall have roof designs with 5/12 pitch or greater.

3.14 EXTERIOR BUILDING MATERIALS AND DWELLING QUALITY:

a) All dwellings proposed to be erected, altered or modified shall, on the construction plans, denote natural exterior material(s), i.e. brick, stone, wood or wood finished siding or other similar materials acceptable to the "ACC" and the construction shall be carried out in accordance with the material(s) as approved by the "ACC". T-111, Vinyl and aluminum are prohibited for use as the primary exterior surface. Aluminum, steel or vinyl are permitted for soffits, windows and doors only.

b) The design, layout and exterior appearance of each Dwelling proposed to be erected, altered or modified shall be such that, in the opinion of the "ACC" at the time of approving of the building plans, the Dwelling will be of a high quality and will have no substantial adverse effect upon values. Furthermore, the "ACC" reserves the right to disapprove a building plan where a same or similar building plan was previously approved on the properties.

c) The proposed color schemes for a Dwelling to be erected, altered or modified shall be submitted to the "ACC" for approval prior to painting or staining. It shall be the aim of the Committee 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. The "ACC's" acceptance of proposed color schemes shall be at its discretion.

d) All chimneys shall be enclosed to match exterior finishes, no prefabricated chimneys will be allowed, unless enclosed to match exterior finishes.

e) Each property shall have placed upon it at the time of dwelling construction, an approved yard light fixture mounted on a pole 6 feet above grade, direct wired with no indoor switch (other than circuit breaker) activated by a photo cell. Maintenance and lamp replacement shall be the responsibility of the lot Owner. Owner shall submit to the "ACC" for approval, a spec sheet, diagram or photograph of the proposed light fixture for written approval. Location of these lights to be not greater than five feet from either edge of driveway nor greater than one foot from the front property line. Adjacent neighboring lights shall not be located

closer than thirty feet from each other. Lights shall be placed in such a direction that the main light pattern will reflect towards the street.

(f) Each property will be served by a rural type box mail delivery. The Kenosha Postmaster shall determine the locations where two or three mailboxes will be placed together at property lines to service two or three lots. Owners shall be responsible to purchase an Item# M1-2 two unit mailbox structure with newspaper slot from Elements, Inc. (1-800-223-2788) or identical structure from another vendor. The Kenosha Postmaster will not deliver in the subdivision until roads are paved. Prior to paving, a temporary neighborhood delivery box will be installed at the entrance. No other newspaper or mailbox will be permitted other than that specified above.

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

3.16 FENCES: No fence of any kind is permitted on any lot except for those required by local ordinance to secure the area surrounding a swimming pool. Fences around swimming pools must be located within 20' of the pools walls or the water with the finished side out. In no event will cyclone style or stockade style fencing be permitted. All fences require permits from the Village of Pleasant Prairie. The "ACC" reserves the right, in its sole discretion to permit fences on Lot #1 and #2.

3.17 POOLS: Above ground swimming pools are prohibited on any lot. In ground swimming pools are permitted only with "ACC" prior written approval, which may be withheld if the proposed pool poses an adverse effect to existing trees or topography. The construction and installation of an "ACC" permitted swimming pool shall be governed by the ordinances in effect for the Village of Pleasant Prairie at the time a permit is requested. All pools require fences in the Village of Pleasant Prairie. See 3.16.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 MEMBERSHIP: Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of any Lot. Every Member of the Association shall have one vote for each Lot owned by the Member. When more than one person or entity holds an interest in a Lot, the vote shall be limited to one per lot, the vote shall be exercised as they among themselves determine. So long as Developer, or its successors and assigns, shall own five or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by Developer, or its successors and assigns. When Developer, or its successors and assigns, no longer owns five or more Lots, or at the end of five years from the date of sale of the first Lot to be sold by Developer, whichever occurs first, Developer shall promptly select three Owners to serve on the Board of Directors until the next annual meeting of members or until their successors have been duly elected. The Board of Directors, thereafter consisting of three members, shall be elected by the Members at each annual meeting of Members. Members of such elected Board of Directors shall serve for one year or until their successors have been duly elected. The members of the Board of Directors 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 his Lot 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 months from the date of its execution.

ARTICLE V GENERAL PROVISIONS

5.1 TERM AND AMENDMENT: Unless amended as herein provided, this Declaration shall run with the Properties and be binding upon all persons claiming under the Developer, and shall be for the benefit of and be enforceable solely by the Association for a period of 25 years from the date this Declaration is recorded and shall automatically be extended for successive periods of ten years unless an instrument signed by the Owners of at least two-thirds of the lots states otherwise. For the first ten years following the date this Declaration is recorded, this Declaration may be amended at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, executed: (a) solely by the Developer until such time as Developer conveys at least 50% of the Lots to Owners (other than by a multiple sale of Lots to a successor Developer), and thereafter (b) by Owners of at least 90% of Lots (such Owners and percentage to be determined as provided in Article IV) provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such ten year period, this Declaration may be amended by written declaration executed by at least 75% of the lot Owners subject to this Declaration. Such written Declaration shall become effective upon recording in the Office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

5.2 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, postage paid, 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.

5.3 ENFORCEMENTS: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.4 SEVERABILITY: Invalidity of anyone of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

5.5 DEEMED BOUND: Each owner, by accepting a deed to any Lot within the boundaries of the Subdivision, shall be deemed conclusively to have agreed to each and all of the provisions of this entire Declaration and shall be bound thereby so long as he remains such owner. Occupants of any parcel who are not owners shall be deemed conclusively, by so occupying the same, to have agreed to each and all provisions of this entire Declaration applicable to them by the context hereof and to be bound thereby during the period of such occupancy.

5.6 BINDING EFFECT: This Agreement shall be binding upon the parties hereto and upon their respective heirs, administrators, executors, personal representatives, successors and assigns.

5.7 DISCLAIMER: The developer will not be responsible for the damage, loss or destruction to any vegetation or trees as a result of any infrastructure installation, improvements, including but not limited to, sewer, water, storm drains, natural gas pipes, electrical, cable, CATV, telephone, curb, gutter, paving or grading or any other improvement for the benefit of the properties.

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

COOPER WOODS, LLC.

By: Mark S. Bourque
Mark S. Bourque, As Its Member

By: Jim E. Leishow
Jim E. Leishow, As Its Member

Subscribed and sworn to before me this 21st day of November, 1997 in the County of Kenosha, State of Wisconsin.

My Commission expires 3-22-98, 199

Samir Kable
Notary Public

This document was drafted by: Cooper Woods, LLC.

Please return this document to:

Cooper Woods, LLC
6905-Green Bay Road
Kenosha, WI 53142

EXHIBIT "A"

Located in the northeast 1/4 of the southwest 1/4 of Section 14, Town 1 North, Range 22 East, of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, more particularly described as follows: Commencing at a concrete County witness monument with brass cap, with said monument found lying North 89 DEG 38 MIN 51 SEC East, 33.00 feet from the west 1/4 corner of said Section 14; thence North 89 DEG 38 MIN 51 SEC East, 1549.02 feet, along the north line of said southwest 1/4, to the point of beginning; thence continue along said north line, North 89 DEG 38 MIN 51 SEC East, 628.43 feet; thence South 02 DEG 37 MIN 49 SEC East, 495.63 feet; thence South 89 DEG 23 MIN 46 SEC West, 717.59 feet to the Southeast corner of Lot 1 of Certified Survey No. 1697; thence along the Easterly line of said Lot 1, North 03 DEG 20 MIN 45 SEC East, 115.20 feet to the Northeasterly corner of said Lot 1; thence North 89 DEG 23 MIN 44 SEC East, 29.08 feet; thence North 00 DEG 36 MIN 16 SEC West, 74.95 feet to the Southerly right of way line of 89th Place; thence along said line, North 89 DEG 23 MIN 44 SEC East, 75.25 feet to the Easterly extents of said 89th Place; thence North 02 DEG 37 MIN 46 SEC West, 66.04 feet to the northerly right of way line of said 89th Place; thence along said line, South 89 DEG 23 MIN 44 SEC West, 29.72 feet; thence North 02 DEG 37 MIN 46 SEC West, 242.35 feet to the point of beginning. Containing 323,209 square feet (7.42 acres) of land, more or less of that area, 28,510 square feet (0.65 acres) have been classified as "wetland". Wetland information as shown on a Plat of Survey done by Robert M. Baerenwald, R.L.S. 1508 on October 1, 1992.

LOTS #1-14, OUTLOTS 1-3, OF COOPER WOODS
SUBDIVISION, RECORDED AS DOL. 1077708
ALSO AFFECTS EGM 1977 RECORDED AS
DOL. # 1061397

ARTICLES OF
ASSOCIATION
+ BYLAWS

Document Number

Document Title

DOCUMENT NUMBER

1077711

ARTICLES

RECORDED

at Kenosha County, Kenosha, WI 53140
Louise I. Principle, Register of Deeds
on 11/24/1997 at 12:06 PM
970653132
PARTC
RESERVED
\$36.00

Recording Area

Name and Return Address

J. MAAN DEKOR
1025-56th St.

36
KENOSHA, WI 53140

TAX PARCEL #
92-4-122-143-0003
0005

Parcel Identification Number (PIN)

1 0006

" 0009

" 0013

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRIDA 2/96

**ARTICLES OF ASSOCIATION
OF
COOPER WOODS HOMEOWNERS ASSOCIATION**

The undersigned, a natural person over the age of twenty-one years, adopts the following Articles of Association for such Association.

ARTICLE I

Name

The name of the Association shall be THE COOPER WOODS HOMEOWNERS ASSOCIATION.

ARTICLE II

Purposes

The purposes of the Association are to take responsibility for action with regard to the land and accompanying natural beauty in The Cooper Woods Subdivision generally as is more particularly described hereinafter.

a) To care for vacant, unimproved or unkempt land, lots, or building sites within the land hereinafter described and to remove grass, weeds or any other unsightly growths, structures or objects therefrom and to do any other things necessary or desirable in the opinion of the Board of Directors of this Association to keep the lots, trees, shrubs, other vegetation or any other things erected or placed in or upon the land hereinafter described neat and in good order.

b) To determine the annual charges and assessments, both general and special, which shall be charged to lot owners in accordance with the provisions of the Subdivision Covenants and Restrictions and Association By-Laws; to levy and collect such annual charges and assessments and such special assessments as the Association may deem necessary to carry out the purposes of the Association.

c) To do and enforce all things that are necessary, proper or convenient for the betterment of the subdivision and to enforce, carry out and fulfill the general intent of the SUBDIVISION COVENANTS AND RESTRICTIONS which are and may hereafter be recorded affecting the land hereinafter described and to make such rules and regulations and do and perform such acts as may be necessary or incidental to the health, comfort, safety, or general welfare of the persons residing at the property hereinafter described.

d) To do any and all things in furtherance of its work and which may be necessary, proper or convenient for the carrying on of the purpose of said Association.

The Association shall exercise its powers in connection with the land described as follows:

ARTICLE III

Membership

Each owner of a platted lot in said property shall be a member of the Association, and each member shall have one vote for each lot owned by such member, provided, however, that the developer shall have five (5) votes for each lot owned by it. Membership shall terminate upon any member's ceasing to be an owner of a platted lot.

"Owner" shall include:

a) The holder of record title to a lot, unless such holder is vendor under a recorded land contract.

b) The vendee under a recorded land contract.

Where two or more persons are co-owners of a lot, the membership shall be joint and the right to vote may be exercised by any co-owner unless another co-owner objects, in which case the co-owners shall each have a fractional vote in proportion to their record ownership.

Members who are delinquent in the payment to the Association of the charges, assessments, and special assessments charged to or levied against their lot or lots shall not be entitled to vote until all such charges, assessments, and special assessments, together with such reasonable penalties which the Board of Directors may impose, have been paid.

The By-Laws may make such further provisions regarding voting rights as are not inconsistent with these Articles.

ARTICLE IV

Directors

The number of directors of the Association shall be fixed by the By-Laws and in no event shall be less than three (3). The number of directors constituting the initial Board of Directors are three (3) and the names and addresses of the directors are:

MARK S. BOURQUE
6905 Green Bay Road
Kenosha, WI 53142

JIM E. LEISHOW
8939 Cooper Road
Kenosha, WI 53142

DIANE LEISHOW
8939 Cooper Road
Kenosha, WI 53142

The manner in which directors shall be elected or appointed shall be provided and governed by the By-Laws.

ARTICLE V

By-Laws

The Board of Directors shall adopt the initial By-Laws. The By-Laws may be amended by a majority of all the votes eligible to be cast by members of the Association.

ARTICLE VI

Principal Office

The location of the principal office of the Association shall be 6905-Green Bay Road, Kenosha, Wisconsin, 53142.

ARTICLE VII

Initial Agent

The name and address of the initial agent is:

MARK S. BOURQUE
6905 Green Bay Road
Kenosha, WI 53142

ARTICLE VIII

Founder

The name and address of the founder of this Association is:

MARK S. BOURQUE
6905 Green Bay Road
Kenosha, WI 53142

Dated this 21st day of NOVEMBER, 1997

COOPER WOODS, LLC.

By: Mark S. Bourque
Mark S. Bourque, Member

1-267-945-1100

ACKNOWLEDGMENT

STATE OF WISCONSIN)

(ss.

COUNTY OF KENOSHA)

Personally came before me this 26th day of November 1996, the
above named MARK S. BOURQUE to me known to be the person who executed the
foregoing instrument and acknowledged the same.

Jennie Ruhle
JENNIE RUHLE
Notary Public, State of Wisconsin
My Commission expires: 5-22-98

**BY-LAWS
OF
COOPER WOODS HOMEOWNERS ASSOCIATION**

ARTICLE I

Membership

1.01 The members of THE COOPER WOODS HOMEOWNERS ASSOCIATION (hereinafter called the "Association") shall be such persons (natural and corporate) who shall qualify for membership under the terms as stated in the Articles of Association.

1.02 No membership or initiation fee shall be charged, provided, however, that members shall be required to pay when due the annual charges, assessments, special assessments mentioned in the Articles of Association and the Declaration of Conditions, Covenants, Restrictions and Easements.

ARTICLE II

Voting and Voting Rights

2.01 Each member shall have voting rights as provided by the Articles of Association. For the purposes of this Article II, a platted lot shall exclude parks, parkways, outlot and all other lands, if any, owned by any municipality or governmental body.

2.02 Member shall vote in person or by proxy executed in writing by the member.

2.03 A proxy shall be valid for six months from the date of its execution.

2.04 A corporate member's vote may be cast by the President of the member corporation or by any other officer or proxy appointed by the President of such corporation.

2.05 Members holding one-fourth of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of members. A majority of the votes entitled to be cast by the members present in person or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members.

ARTICLE III

Meeting of Members

3.01 The annual meeting of the members shall be held at 8:00 p.m. on the last Tuesday of October of each year at such place in Kenosha County as the notice of the meeting shall indicate.

3.02 Special meetings of the members may be called by the Board of Directors, or by members having ten (10%) percent of the votes entitled to be cast at such meeting.

3.03 Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than fourteen (14) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or the direction of the secretary, or his/her appointee, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association with postage thereon paid.

3.04 Where directors are to be elected by the members, such election may be conducted by mail.

ARTICLE IV

Directors

4.01 The affairs of the Association shall be managed by the Directors of the Association who shall be three (3) in number. Directors shall be members of the Association, provided, however, that the initial Board of Directors may include a non-member.

4.02 The initial three (3) member Board of Directors shall serve until the first annual meeting. At the first annual meeting, a Board of Directors shall be elected in person or by proxy and shall consist of one (1) director elected for a term of one (1) year, one director elected for a term of two (2) years and one director elected for a term of three (3) years. At the initial election, the nominee receiving the largest number of votes shall be elected for the three (3) year term, the second largest for a two (2) year term and the third largest for a one (1) year term. At each subsequent annual meeting, the director whose term will expire will be replaced by a director elected for a three (3) year term. Vacancies on the Board occurring by resignation (or other reasons) will be filled by a vote of the remaining directors and such replacement directors will serve until the end of the terms of the director so replaced.

4.03 The President of the Association shall select and prepare a list of candidates for the openings on the Board of Directors to be filled at each annual meeting. Notice of such nominations shall be made in accordance with the notice provisions prior to the annual meeting. Other candidates for the openings on the Board of Directors may be nominated by any two members at the annual meeting. Nominations to be effective must be made with the nominee's consent. No member of the Board of Directors, except the Developer or its authorized representative, shall be permitted to serve three (3) successive terms on the Board.

4.04 The Board of Directors may, by resolution adopted by a majority thereof, designate one or more committees, each committee to consist of three or more members elected by the Board of Directors, which to the extent provided in said resolution shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the affairs of the Association, except action in respect to election of officers or the filling of vacancies in the Board of Directors or committees created pursuant to this paragraph.

4.05 All meetings of the Board of Directors shall be held within Kenosha County, Wisconsin.

4.06 All regular meetings shall be set in advance on an annual basis. Special meetings may be called by or at the request of the President or any two directors at such place as the person or persons calling the meeting shall designate.

4.07 Notice of any special meeting shall be given by written notice delivered personally or mailed to each director at his home address at least fourteen (14) day but not more than fifty (50) days in advance. Such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and object thereto to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V

Officers

5.01 The officers of the Association shall consist of a president, one or more vice presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary. All officers shall be elected or appointed annually by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary and the office of president and vice president.

5.02 Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association shall be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

5.03 All officers elected or appointed must be a member of the Association.

5.04 A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.05 The president shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meeting of the members.

5.06 The officers shall have such duties and functions as are generally held or performed by such officers in business corporations, and such additional duties and functions as may be established by the Board of Directors. Additional officers and assistant officers shall have charge of and shall perform such duties as may be authorized by the Board of Directors and assigned to them by the President.

ARTICLE VI

Charges, Assessments and Special Assessments

6.01 All lots shall be subject to a general annual charge or assessment except as specifically provided or excluded within the assessment provision of the Subdivision Declaration of Conditions Covenants, Restrictions and Easements. The general annual charge or assessment shall be determined no later than October 15 of each year by a vote of the Members at the annual meeting at which the Board shall present its recommendation of the annual charge which it considers to be required to carry out the Association's purposes in the following year. Such charges or assessments shall be paid annually to the Association, on or before December 31st of each year, and if not paid on or before such date, the charges or assessments shall bear interest at the rate of twelve (12%) percent per annum from January 1 of such year until paid in full. Property owners failing to pay their assessments within ten days after December 31st shall be charged a \$50 service charge. Notice of annual assessments shall be mailed a minimum of 60 days prior to December 31st of each year. The officers have the right to file suit on behalf of the Association to collect any unpaid charges and assessments. The actual attorney fees, costs of suit and any other related expenses would be borne by the delinquent association member (s).

6.02 The funds collected by the general annual charge or assessment shall be used only for carrying out the functions and the purposes for which the Association was organized, and such expenses incidental thereto.

6.03 Special assessments may be made in accordance with provision of the Subdivision Declaration of Conditions Covenants, Restrictions and Easements by the directors against any lot to cover all or any portion of the expenses incident to the enforcement of the recorded declaration of Subdivision Declaration of Conditions Covenants, Restrictions and Easements concerning said lot, and for caring for vacant, unimproved or unkempt lots and removing weeds, grass or any other unsightly or undesirable object therefrom, or for any other valid purpose of the Association to accommodate foreseen or unforeseen expenses of the Association.

ARTICLE VII

Architectural Control

7.01 A permanent Architectural Control Committee has been established under the terms of the subdivision Covenants and Restrictions. The Committee shall carry out the intents and purposes of the Declaration of Subdivision Declaration of Conditions Covenants, Restrictions and Easements affecting the property.

ARTICLE VIII

Amendment

8.01 These By-Laws may be amended for the first three (3) years following their adoption by the votes of three-quarters (3/4) of all of the votes eligible to be cast by member of the Association, and thereafter by a majority of such votes.

ARTICLE IX

Seal

The Association shall have no seal.

ARTICLE X

Rules and Regulations

The Homeowners Association from time to time shall prepare, promulgate and enforce such rules and regulations as are deemed necessary and approved by the Homeowners Association at an annual or special meeting called and convened in accordance with the terms hereof.

ARTICLE XI

Coordination

11.01 In all respects, it is intended that the By-Laws shall coordinate with the Subdivision Declaration of Conditions Covenants, Restrictions and Easements recorded pertaining to the Association and said restrictions shall supersede these By-Laws. Any ambiguities shall be interpreted and decided in accordance with the provisions of said recorded restrictions.

Dated this 21ST day of NOVEMBER, 1997

Cooper Woods, LLC.

By 
Mark S. Bourque

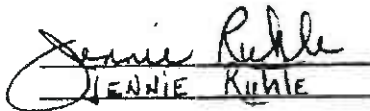
ACKNOWLEDGMENT

STATE OF WISCONSIN)

(ss.

COUNTY OF KENOSHA)

Personally came before me this 21st day of November 1997,
the above named MARK S. BOURQUE to me known to be the person who executed the
foregoing instrument and acknowledged the same.


JENNIE KUHLE

Notary Public, State of Wisconsin

My Commission expires: 3-22-98

EXHIBIT "A"

Located in the northeast 1/4 of the southwest 1/4 of Section 14, Town 1 North, Range 22 East, of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, more particularly described as follows: Commencing at a concrete County witness monument with brass cap, with said monument found lying North 89 DEG 38 MIN 51 SEC East, 33.00 feet from the west 1/4 corner of said Section 14; thence North 89 DEG 38 MIN 51 SEC East, 1549.02 feet, along the north line of said southwest 1/4, to the point of beginning; thence continue along said north line, North 89 DEG 38 MIN 51 SEC East, 628.43 feet; thence South 02 DEG 37 MIN 49 SEC East, 495.63 feet; thence South 89 DEG 23 MIN 46 SEC West, 717.59 feet to the Southeast corner of Lot 1 of Certified Survey No. 1697; thence along the Easterly line of said Lot 1, North 03 DEG 20 MIN 45 SEC East, 115.20 feet to the Northeasterly corner of said Lot 1; thence North 89 DEG 23 MIN 44 SEC East, 29.08 feet; thence North 00 DEG 36 MIN 16 SEC West, 74.95 feet to the Southerly right of way line of 89th Place; thence along said line, North 89 DEG 23 MIN 44 SEC East, 75.25 feet to the Easterly extents of said 89th Place; thence North 02 DEG 37 MIN 46 SEC West, 66.04 feet to the northerly right of way line of said 89th Place; thence along said line, South 89 DEG 23 MIN 44 SEC West, 29.72 feet; thence North 02 DEG 37 MIN 46 SEC West, 242.35 feet to the point of beginning. Containing 323,209 square feet (7.42 acres) of land, more or less of that area, 28,510 square feet (0.65 acres) have been classified as "wetland". Wetland information as shown on a Plat of Survey done by Robert M. Baerenwald, R.L.S. 1508 on October 1, 1992.

AKA
LOTS 1-14, OUTLOTS 1-3, ALL OF COOPER
WOODS SUBDIVISION RECORDED AS DOL. #1077708
ALSO AFFECTS ~~LOT~~ CSM 1977 RECORDED
AS DOL. #1061397