

DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS
FOR
"CSM 1 & CSM 2"
TOWN OF BRISTOL

THIS DECLARATION, made this 5th day of March , 2007, by Rastol Investments LLC, a Wisconsin limited liability company (Developer), with respect to the real property located in Bristol, Wisconsin and more particularly described on Exhibit A hereto.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration, and desires to subject such property to conditions, covenants, restrictions, easements, liens and charges (sometimes referred to as "covenants and restrictions") set forth in this Declaration, each and all of which is and use 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.

ARTICLE I
DEFINITIONS

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

- 1.1 "Architectural Control Committee" shall mean initially, Developer, and as long as Developer owns one or more lots, Developer reserves the right to carry out the functions of the Architectural Control Committee. Thereafter, the Architectural Control Committee shall mean a committee composed of three representatives appointed by the Board of Directors of the association, or if no committee has been appointed, the full Board shall serve as the Architectural Control Committee.
- 1.2 "Association" shall mean and refer to the Land owners that own land inside CSM 1 & CSM 2 Exhibit A.
- 1.3 "Common areas" shall mean and refer to all easements for the benefit of the Association on any recorded certified survey map of the Property and all outlots owned in common by the Owners and described as common areas in this Declaration or in a deed or other conveyance from Developer, and improvements thereon or other general improvements wherever located (such as the landscaping, etc.), which are intended to be devoted to the common use, benefit and enjoyment of the owners of the Properties, including those designated as Stormwater Management, Access and Maintenance Easement Areas, Stormwater Detention Areas, Maintenance and Landscaping Easement areas as shown on a final plat of Exhibit A

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and which at the time of filing of the final plat, incorporation of the Association of at such other time Developer in its sole discretion desires to convey to the Association and which upon conveyance the Association shall have the responsibility to maintain.

- 1.4 "DEVELOPER" shall mean RASTOL INVESTMENTS LLC, a Wisconsin limited liability company.
- 1.5 "LOT" shall mean and refer to any plot of land shown upon any recorded certified survey map of the Properties, with the exception of common areas.
- 1.6 "MEMBER" shall mean and refer to all those Owners who are Members of the Association as provided in
- 1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; 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.
- 1.8 "Property" or "Properties" shall mean and refer to all or any part of the real property located in the Town of Bristol, Kenosha County, Wisconsin, more particularly described on Exhibit A hereto.
- 1.9 "Town" shall mean and refer to the Town of Bristol, Kenosha County, Wisconsin.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 The Property. The real property which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Bristol, Kenosha County, Wisconsin, and is more particularly described on Exhibit A attached hereto. The Property described in Exhibit A includes CSM 1 and CSM 2 in addition to Outlot 1 and Outlot 2, all of which are shown on the Final Plat for CSM 1 and CSM 2.

ARTICLE III GENERAL PURPOSES AND CONDITIONS

- 3.1 General Purposes. The general purpose of this declaration is to help assure that CSM 1 and CSM 2 will become and remain an attractive development, to ensure the best use and most appropriate development and improvement of each building site, to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the reaction on building sites of poorly designed or proportional structures, to obtain harmonious use of material and color schemes, to ensure the highest and

best residential development of said property, to encourage and secure the erection of attractive buildings designed and built in accordance with a traditional theme, to secure the appropriate locations thereof on building sites, to secure and maintain proper setbacks from streets and to assure preservation of those areas designated as wetlands or conservation easements on the Subdivision Plat.

- 3.2 Acceptance of Dedications, Restrictive Covenants, Easements and Declarations. The Association hereby accepts the dedications and agrees to be bound by the restrictive covenants and easements running with the land, both as contained on the final plat. The Association further accepts the obligations imposed by this Declaration. The restrictions and covenants contained herein shall be in addition to any restrictions or covenants now or hereafter imposed upon the Lots by any applicable Town Zoning Ordinance, Land Division and Development Control Ordinance, or Building Code or by Developer in accordance with the terms of this Declaration.
- 3.3 Land Use and Building Type. No Lot shall be used except for single family residential purposes as defined by applicable Zoning Ordinances. No building shall be erected, altered, placed or permitted to remain on any Lot other than one, single-family dwelling not exceeding two stories (plus attic) in height, and a private attached garage for not less than three cars. Notwithstanding anything contained herein to the contrary, Developer and any subsequent purchaser of a Lot may use such Lot for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein and further subject to applicable Town Zoning Ordinances.
- 3.4 Architectural Control. No building, wall, fence, swimming pool, driveway, deck, sidewalk, landscaping or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or improvement to or change of alteration on any Lot (including without limitations adding a deck, patio or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) 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 section 00 hereof shall have been submitted to and approved in writing by the Architectural Control Committee as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration. No Owner shall request or obtain a building permit for a Lot from the Town without first obtaining the approval of the plans and specifications from

the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove within 30 days after the complete plans and specifications have been submitted to it, then approval will not be required and Owner will be deemed to have fully complied with this Section as to such addition, alteration or change. The Architectural Control Committee shall have the sole discretion and the right (but is under no obligation) to waive infractions or deviations from these restrictions in cases of hardship. The Architectural Control Committee 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 the Architectural Control Committee 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, restrictive covenants, and easements running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the Town Ordinances. Further, Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said recommendations of Developer shall be binding upon each and every Owner. Thereafter Four Homes are built and occupied, the Architectural Control Committee shall mean a committee composed of three representatives appointed by the Board of Directors of the Association, or if not committee has been appointed, the full Board shall serve as the Architectural Control Committee.

3.5 Termination. The restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them unless the record owners of three-fourths (3/4) or more of the lots in CSM 1 and CSM 2 shall:

- a. Execute a written document modifying or amending, or rescinding these conditions, covenants, restrictions, and easements or any one or more of them in whole or in part; where no modification shall detract from these restrictive covenants but rather enhance these objectives in terms of improving the overall appearance and structural integrity of the Subdivision; and
- b. Obtain the written consent of the Town of Bristol Board thereto; and
- c. Record such document in the Office of the Register of Deeds, Kenosha County, Wisconsin.

- 3.6 Severability. Invalidation of any provision of these restrictions by judgment or other court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

Dwelling Size and Quality. All residences shall be built in traditional period design. No rolled or sheet roofing shall be used. Structural components such as trusses, joists, and panelized walls may be used. No used or second hand materials may be used in the exterior constructions of any building without the approval of the Architectural Control Committee. No pre-manufactured or used building may be moved onto any lot within the Subdivision. No exposed concrete block or concrete walls shall be used in the exterior of any building at any point above one foot above grade. Every residence hereafter erected, altered, or modified on Subdivision lots shall have minimum floor areas as follows:

Single Story 2000 sq. ft.

Two Story 2400 sq. ft., with not less than 1400 sq. ft. on the main floor excluding garage. (Two story is two (2) floors above front yard grade.)

For purposes of this provision, "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include basements, garages, breezeways, and unenclosed porches, attics, and other areas not furnished or usable as living quarters.

- a. Foundation. All exposed foundations shall not exceed twelve (12) inches. If top of foundation exceeds more than twelve (12) inches above approved yard grade at the building structure, it must then be treated with an approved exterior finish to cover the excess of foundation. All plans must show detail on how this is to be constructed. Plans shall designate at what points this is to occur. No cantilevers of livable space will be allowed off of the first floor foundation. In other words, all occupiable parts of the home shall have a foundation.
- b. Brick. Where masonry is used on exterior walls, it shall terminate only at inside corners. This shall also apply to exterior panels of other materials such as vertical siding. All masonry shall return around outside corners to the other face of the home minimum one (1) foot, zero (0) inches. No utility-size bricks shall be used.
- c. Exterior Finishes. All homes shall be constructed of natural materials which shall include wood, stone, brick, fiber cement sidings, EFIS, and stucco. No vinyl products shall be

permitted except shutters, and decorative accent pieces. No aluminum shall be used except for gutters, downspouts, aluminum clad windows, soffit, storm doors, and overhead doors.

- d. Roofing Material and Construction. All roofing shall be dimensional-style roofing with at least 30 year warranty. Other approved roofing products shall be tile, standing seam metals, slate, or cedar shake. All building plans shall state what kind of material to be used. All dwellings shall have roof designs with 6/12 pitch or greater, or as approved by the Architectural Control Committee.
- e. Chimneys/ fireplaces. All chimneys shall be of a masonry product, and shall have a minimum of thirty-two (32) square feet of surface area. Height of the chimney shall comply with State building codes which apply to all fireplaces of masonry. Thin or light-weight stone may be used, but first must be approved by the Architectural Control Committee prior to approval of plan. No siding shall be used as an exterior finish for chimney chases. Direct-vent fireplaces may be used, but venting must be flush on wall or extend beyond roof line with chimney.
- f. Garages. A minimum three-(3) car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached by a breezeway. No construction of any apron for the purposes of storing any vehicle shall be permitted. It shall be that all garages be side-load in nature. (minimum 32feet x 24 feet).
- g. Driveways. To minimize dust and to enhance the appearance of the CSM's, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, blacktop or brick pavers. The Architectural Control Committee may ask for the specifications for the location and surfacing of the driveways and walkways. Any and all inspections shall be the responsibility of Owner, and the Owner shall bear the cost of such. It shall be the responsibility of Owner to meet all required elevations, pitches, and control joints set forth by the accepted engineered plan for site development.
- h. Fascia. All fascias must be a minimum of Six (6) inches in height of nominal dimension.

- i. Wall Height. All first floor walls shall have a finished dimension of at least 9'-0" from first floor deck (flooring) to the top of the top plate, and all second floor walls shall have a finished dimension of at least 8'-0" from second floor deck (flooring) to the top of the top plate.
- j. Utilities. All electric light, telephone lines, television services lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground.

3.8 Building Location. Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to CSM 1 and CSM 2 code restrictions and Town of Bristol code restrictions.

- a. Within each set of building construction plans submitted to the Architectural Control Committee for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing further shown at all corners together with all easements. Architectural Control Committee reserves the right to make modifications as to the final first floor grade of the building. The landscaping and drainage of the Lot shall conform to the Town approved Grading Plans. **Two sets of plans must be submitted to the Architectural Control Committee.**
- b. Upon the approval of building grades by the Architectural Control Committee, the applicant shall file the approved Lot Grading Plan with the Architectural Control Committee for its review and approval prior to obtaining any permits or commencing any grading. The heights must be set by surveyor and any discussions about elevation shall be between the surveyor and the Architectural Control Committee.
- c. Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location other than on private lot. Where fill is necessary on a lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and dumping of fill material shall be leveled immediately after completion of the building. **Said fill shall also be subject to an erosion control permit issued by the Town.**

- d. It shall be the responsibility of each Lot Owner to remove all debris caused by any and all construction work occurring on his Lot. No owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks, or other material on any Lot or Outlot. This responsibility shall also apply to the street(s) abutting said Lot.

3.9 Completion. All construction of dwellings and incidental structures shall be completed within one year from date of commencement of construction, including all seeding and/or sodding of yards.

3.10 Easements.

- a. Easements affecting the Property are recorded on the final plat of the Property 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 Town or public or semi-public utility companies, for the erection, construction and maintenance of all wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for unitary sewers, storm water management, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility functions that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property. Such easements shall be confined, so far as possible, in underground pipes or other conduits, and in an area within twenty-five (25) feet of all lots lines, with the necessary rights of ingress to and egress there from and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Storm water management easements, including the installation of storm sewers, have been established in specific area of the Property. The maintenance, repair and reconstruction, if necessary, of the storm sewers and storm outfalls into any Outlot shall be the responsibility of the Association. The easement areas have been graded and no filling or placement of structures within the easements will be permitted.

3.11 Hedges and Fences.

- a. No hedges over six (6) feet in height shall be permitted.

- b. No hedges may extend to a point nearer to the street on which the house fronts than the front line of such house without Architectural Control Committee approval.
 - c. No fence shall be permitted to extend nearer to any street than the front foundation line of the principal structure. Fences are for decorative use only and not for any type of containment except where codes designate. Decorative fences are not to exceed four (4) feet in height. Plans for all installation of fences must be submitted to the Architectural Control Committee and approved in writing. No chain link fences will be permitted. Pool fences may not exceed six (6) feet in height.
 - d. All fences, hedges, or walls are to conform to the accompanying house design and subject to approval by the Architectural Control Committee. Where pools are concerned, they are subject to approval by the Architectural Control Committee.
- 3.11 Pets. No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. No horses allowed.
- 3.12 Land Preservation. Lands lying outside of the designated building area of the property and within delineated conservation easements, wetlands, or floodplains as delineated on the Final Plat of survey shall be preserved and protected by prohibiting grading, filling, excavation, or the removal of peat or topsoil within said areas; the erection of buildings; the removal or destruction of any vegetative coverage except dead and diseased vegetation. The intent of these restrictions is to serve as a perpetual instrument to maintain in natural, open uses the conservation easements, wetlands and floodplains of the CSM 1 and CSM 2. All wooded parcels are subject to the DNR Protection Standards and mitigation is allowed.
- 3.13 Landscaping. All lots must be fully landscaped within one (1) year period from date of occupancy. Each lot must submit a landscaping plan to the Architectural Control Committee prior to commencement of any landscaping work. Lawns may be permitted to plant without a landscaping plan and must be in compliance with occupancy permit. Each lot shall be required to plant three (3) trees of a 2 1/8 inch caliber. Two (2) of these trees must be placed within the front set-back limits. Lots that have existing trees may be exempt from this regulation, but still must meet the requirement of having two (2) trees within the front set-back limits.
- 3.14 Noxious Activity. No noxious, offensive or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or



profession be carried on, and generally no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

- 3.15 Signs. No signs of any character, kind or description shall be maintained upon any lot in the Subdivision except "For Sale" signs of a size no greater than twenty-four (24) inches by twenty-four (24) inches, or signs bearing the name, address, or both of the resident occupying each lot. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period.
- 3.16 Swimming Pools. No portion of a swimming pool shall be above the finished grade of the lot, nor shall any portion of a swimming pool or the adjoining enclosed area be constructed or maintained nearer to the street than the rear foundation of the principal structure. No swimming pool shall be constructed within conservation easements, wetlands, or floodplains as delineated on the Final Plat. A pool house will be considered an outbuilding.
- 3.17 Tree and Brush Removal. All trees, brush, stumps, roots or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within thirty (30) days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains.
- 3.18 Vehicular Storage. No outdoor storage of boats, campers, trailers, tractors, farm implements, snowmobiles, tractor trailers, recreational vehicles, motor homes, all-terrain vehicles, motorcycles, or commercial vehicles with signs is permitted.
- 3.19 Outbuildings. These buildings shall be reviewed by the Architectural Control Committee. Each parcel is allowed one (1) outbuilding which must conform to the architectural style and design of the home, using the same materials and color scheme as the home. This structure shall not be used for any type of living quarters by human or animal. This structure must have a concrete foundation and full concrete floor. Any structure shall be a minimum of twenty-five (25) feet from the house and with the building set back limits and conform to all set-back regulations. The size of the outbuilding shall conform to Kenosha County zoning ordinances.
- 3.20 Gazebos. These buildings shall be reviewed by the Architectural Control Committee. Each parcel is allowed one Gazebo which must conform to the standards of no larger than 225 square feet, and must be constructed of natural materials. This structure shall not be used for any type of living quarters by human or animal. This structure must have a concrete foundation. This

structure shall be a minimum of twenty-five (25) feet from the furthest point of the rear of the house, and conform to the building set back limits.

3.21 Garbage of Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. To ensure the attractive appearance of the CSM 1 and CSM 2, all such equipment shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners.

3.22 Other Structures and Equipment. No above ground tank will be permitted on any lot.

3.23 Lot Maintenance. The owner of any lot which is vacant shall keep the grass mowed and maintain said lot so that the grass shall not exceed the height of six (6) inches and all noxious weeds are destroyed. In the event that the lot owner fails to do so, the Architectural Control Committee, or Property Owners Association at the time of take-over of such duties, shall send notice of such failure and if said notice is not complied with within fifteen (15) days after sending such notice, the Architectural Control Committee may perform said maintenance and charge the expense to the owner as a special assessment.

ARTICLE IV STORM WATER MANAGEMENT AND DETENTION

The fee interest in the areas shown on the final plat as Outlot 1 & 2 have been dedicated, given, granted and conveyed by Developer to the Association. This Outlot is subject to the easements, dedications and to the restrictive covenants imposed by the final plat. Notwithstanding such easements and dedications, the Town shall have no obligations to exercise its rights with respect to the above mentioned Outlet. The Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to this Outlot. All Storm Water Management and Detention Areas as shown on the final plat shall be preserved, protected and maintained as detention ponds. No filling or other activity or condition detrimental to their function as a detention pond(s) 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 Town's discretion, the Town shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat 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 Town. The Association and its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in final plat forever.

4.1 Maintenance Requirements for Detention/Retention Ponds

I. ROUTINE MAINTENANCE.

A. Inspections.

1. Inspections of the pond shall be a minimum of twice per year. Once in the Spring, once in the Fall. The inspection should be completed, preferably, during wet weather conditions to determine if the pond is functioning properly.
2. Inspection priorities shall include:
 - a. Visual observation of the embankments for subsidence, erosion, cracking, and woody plant material growth.
 - b. Visual observation of the conditions of the emergency spillway.
 - c. Visual observation of accumulation of sediment and debris in the barrels of the outlet structure, the outlet structure trash grates and stepped weir structures.
 - d. Visual observation of the adequacy of upstream and downstream channel erosion protection measures.
 - e. Visual observation and confirmation of any modification of the contributory watershed.
 - f. Visual observation of the pond and channel side slope integrity.
 - g. Visual observation of grouted rip rap emergency spillways and scour pad for grout failure and overall structure integrity.

B. Mowing.

1. The side slopes and embankments shall be mowed at least two times per year to prevent the growth of woody plants and control weed growth.
2. Additional mowing to further control the growth of weeds may be completed at the discretion of the owner.

C. Debris and Litter Removal.

1. Debris and litter shall be removed from pond area.
2. Debris and litter shall be removed from the primary and emergency outlet structures to prevent clogging.

D. Erosion Control.

1. If the pond side slopes, emergency spillway and embankment suffer from slumping and/or erosion, correction measures such as re-grading, rip rap replacement, and re-vegetation may be required. The owner shall complete the appropriate corrective measure to repair the problem.

E. Nuisance Control.

1. Biological control of nuisance algae and mosquitoes, utilizing flat head minnows, should be considered in lieu of chemical controls.
2. Mechanical control of these nuisances may be considered as another option as opposed to chemical or biological control.

II. NON-ROUTINE MAINTENANCE.

A. Structural Repairs and Replacement.

1. Eventually, the primary outlet for the pond will deteriorate and will need replacement. The primary outlet structures were built with reinforced concrete products. It is anticipated that the life of those structures should exceed seventy-five (75) years. Routine maintenance and inspections will ensure longevity of structures.

B. Sediment Removal.

1. A sediment clean-out cycle is recommended every ten (10) to twenty (20) years. The storm water management plan recommends sediment removal from the permanent pool area once the permanent pool depth is less than 3.5 feet.
2. Bottom surveys of the sediment depth shall be completed on a five (5) year basis. If the sediment survey reveals an accelerated deposition rate, upstream conditions should be inspected for erosion control and sedimentation problems. Control of upstream erosion and sediment transport will decrease the rate of sediment deposition and thus preclude frequent, costly dredging and disposal operations.

III. ROUTINE MAINTENANCE OF GRASS SWALES

- A. Swale maintenance shall be required to keep the grass cover dense and vigorous.
- B. Mowing shall be done on a regular basis throughout the growing season to maintain a maximum four (4) inch grass length.
- C. Mowing shall be done, as necessary, to control undesirable woody plant material.
- D. The grass swales shall be inspected once in the Spring and once in the Fall. Additionally, the swales should be inspected after major rainfall events.
- E. The grass swales shall be re-seeded and repaired if bare spots or erosion has occurred.
- F. Application of fertilizer and pesticides shall be used in moderation and only applied if absolutely necessary to maintain a dense stand of grass or to control nuisance insects.

ARTICLE V PROPERTY OWNERS ASSOCIATION

The Owner of each lot in CSM 1 and CSM 2 and any additions thereto shall be a member of CSM 1 and CSM 2 the Property Owners Association, Inc. (the Association), a Wisconsin non-stock membership corporation, organized for the purpose of owning, maintaining, improving, policing, and preserving properties in which its members have rights of common usage, and the Association shall also be required to perpetually preserve and maintain all wetland areas, streets, all conservation easements, wetland buffer areas, and other natural resource features as well as landscape easement and common areas for storm water management, (including all storm water detention and/or retention ponds), private recreation and natural resource preservations as shown on the Final Plat of the Subdivision. In Conformity therewith:

- a. Each lot owner shall contribute the sum of One Thousand Five Hundred Dollars (\$1,500.00) to the Association at the time of closing the initial purchase of each lot from the Developer to fund the activities of the Association. Each lot owner shall contribute the sum of Three Hundred Dollars (\$300.00) per year to maintain retention pond area. Thereafter, the Association may determine, levy and collect assessments against all lot owners pursuant to Section 799.70 of the Wisconsin Statutes.
- b. The rights, duties and responsibilities of the owners shall be subject to the Association's Articles of Incorporation and Bylaws and any duly adopted rules and regulations.
- c. Starting at the time of purchase a yearly Association fee of Four Hundred Dollars (\$400.00) shall be contributed to the Association Trust Account for the development and maintenance of all common areas. For the first three (3) years there shall be a bi-annual meeting open to all members. Each lot owner present shall be allowed one (1) vote on any given subject.
- d. As used herein, the term "owner" shall include joint or multiple individual owners, partnerships, corporations, and land contract purchasers.
- e. In the event the Association should cease to exist or should fail to fulfill its obligations as stated herein or to pay the real estate taxes assessed against its properties within the Subdivision, the Town of Bristol may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Subdivision under the provisions of Section 66.60 (16), Wisconsin Statutes. Similarly, any real estate taxes remaining unpaid, together with any penalties and interest thereon, may be collected by the Town as a special assessment against all of the properties in the CSM 1 and CSM 2, or the Town may seek a mandatory injunction requiring the Association to levy and collect assessments for such purpose.

- f. It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year, such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements. This includes taxes for Outlot 1.
- g. All mailboxes shall be purchased through Rastol Investments, LLC. at the time of lot purchase.

ARTICLE VI MODIFICATIONS

- 6.1 Modifications. This declaration can be amended at any time by the execution by the Owners of seventy-five percent (75%) of the residential lots in CSM 1 and CSM 2 of an amendment which shall take effect from the date of recording thereof. All such modifications shall be reviewed and approved by the Town Board of the Town of Bristol, Kenosha County, Wisconsin.
- 6.2 Enforcement of Restrictions. If any lot owner or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning or co-owning any lot in said CSM 1 and CSM 2 to prosecute at law or in equity against the person or person violations, or to compel him, it or them to replace any grades for drainage or enforce any of these covenants and restrictions herein contained. The Town of Bristol shall have the right, but not the obligation to enforce any provision hereof relating to land preservation and maintenance for the benefit of the residents of the CSM 1 and CSM 2.
- 6.3 Agreement to Terms. By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to its terms, rights, duties, and obligations and confirms in and grants to the Developer and Property Owners Association, Inc., the right to enforcement of this declaration as aforesaid.

- (2) Other persons under the age of 21 and in care of any person named above.

- g. Any part of a premises occasionally rented to any **"insured"** for other than **"business"** use.

Under SECTION II, **"insured"** also means:

- d. With respect to animals, **"watercraft"** or **"personal watercraft"** to which this policy applies, any person or organization legally responsible for these animals, **"watercraft"** or **"personal watercraft"** which are owned by you or any person included in 9.a, 9.b or 9.c. above. A person or organization using or having custody of these animals, **"watercraft"** or **"personal watercraft"** in the course of any **"business"** or without consent of the owner is not an **"insured"**.
- e. With respect to any vehicle or conveyance to which this policy applies:
- (1) **"Residence employees"** while engaged in your employ or that of any person included in 9.a, 9.b. or 9.c. above; or
- (2) Other persons using the vehicle on an **"insured location"** with your consent.

10. "Insured location" means:

- a. The **"residence premises"**;
- b. Any premises used by you in connection with 10.a. above;
- c. Any part of a premises:
- (1) Not owned by any **"insured"**; and
- (2) Where any **"insured"** is temporarily residing;
- d. Vacant land, other than farm land owned by or rented to any **"insured"**;
- e. Land owned by or rented to any **"insured"** on which a one or two family dwelling is being built as a residence for any **"insured"**;
- f. Individual or family cemetery plots or burial vaults of any **"insured"**; or

11. **"Member"** means the owner of the policy who is the person who meets all eligibility requirements for membership and whose membership number is shown in the Declarations of this policy.
12. **"Motor vehicle(s)"** means any type of motorized land vehicle or conveyance, whether or not subject to motor vehicle registration.
13. **"Named peril(s)"** means one or more of the perils listed under LOSSES WE COVER – PERSONAL PROPERTY PROTECTION.
14. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
- a. **"Bodily injury"**; or
- b. **"Property damage"**.
15. **"Personal watercraft"** means a conveyance, used or designed to be used on water that uses a jet pump powered by an internal combustion engine as the primary source of propulsion.
16. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
17. **"Professional services"** means any type of service to the public that requires members rendering a service to obtain an advanced degree and/or obtain a license or other legal authorization to provide the service and includes, but is not limited to services rendered by dentists, naturopaths, chiropractors, physicians and surgeons, doctors of dentistry, physical therapists, occupational therapists, podiatrists, optometrists, nurses, nurse-midwives,