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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WOODED RIDGE SUBDIVISION

This Declaration is made by REGENCY HILLS DEVELOPMENT CORPORATION hereinafter called "Developer", and owner of certain properties in Racine County, Wisconsin.

WITNESSETH:

WHEREAS, the Developer holds title, individually and as agent, to certain properties in the Town of Mt. Pleasant, Racine County, Wisconsin, described on attached Exhibit "A", hereinafter called the "Properties".

That the Developer, hereby declares that said properties are subject to the following reservations, obligations, easements, building lines, setbacks, building restrictions, conditions and agreements; that the same shall inure to the benefit of said properties, part and parcel, as hereinafter provided.

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 REGENCY HILLS DEVELOPMENT CORPORATION.

1.2 "ASSOCIATION" shall mean and refer to WOODED RIDGE HOMEOWNERS ASSOCIATION, INC.

1.3 "THE PROPERTIES" shall mean and refer to all existing properties, which are subject to this Declaration.

1.4 "COMMON AREAS" shall mean and refer to all easements for the benefit of the Association shown on the recorded plat. It shall also include The Properties or so described as to use in this Declaration or in a deed or other conveyance from Developer, and Improvements thereon or other general improvements whenever located (such as the street signage and entrance marker), which are intended to be devoted to the common use, benefit and enjoyment of the Owners of The Properties.

1.5 "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision of The Properties, with the exception of Common Areas.

1.6. "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.

1.7 "MEMBER" shall mean and refer to all those Owners who are Members of the Association as provided in the "By-Laws of WOODED RIDGE HOMEOWNERS ASSOCIATION, INC. ".

1.8 "ARCHITECTURAL CONTROL COMMITTEE". The initial Architectural Control Committee shall be composed of Michael S. Lawrence and Victoria Johnson. The address of the Architectural Control Committee is 5008 Green Bay Road, Kenosha, WI 53144. The Architectural Control Committee may designate a representative to act for them. In the event of the death or resignation of a member of the Architectural Control Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. If, at any time, the committee has ceased to exist as such and has failed to designate a representative to act for it, the Owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of Lot Owners called by notice in writing, mailed to the last known address of all Subdivision Lot Owners as shown on the assessment rolls of the Town of Mt. Pleasant. The Architectural Control Committee may grant a special exception to the specific minimal restrictions where a literal application would cause undue hardship and where the granting of such a special exception would not be incompatible with the basic concept of WOODED RIDGE Subdivision, or substantially adversely affect the value of any lot within WOODED RIDGE Subdivision. The Architectural Control Committee may also be designated by the abbreviated "ACC".

The Developer reserves the right to have J.J.D. Master Craft Builders, Inc. as its exclusive builder.

1.8A PROCEDURE. All requests for written consent from the ACC as required in this Declaration of Restrictions and Easements shall be in writing. Consent from the ACC to be valid, must be in writing and signed by a majority of its members or its designated representative. No variance from the restrictions contained in this Declaration shall be permitted without first obtaining a valid consent.

1.8B The home site Owner shall submit two (2) sets of final plans, two (2) surveys showing the location of the house on the lot, and exterior color selections. After review by the Committee and final determination of all required modifications, one (1) set of all documents will be returned to the home site owner marked "Approved as Noted," or "Resubmit" with the Committee comments attached. Only items to be extensively modified need to be re-submitted.

1.8C EXTERIOR BUILDING MATERIALS AND DWELLING QUALITY.

(a) All dwellings proposed to be erected, altered or modified shall, on construction plans, denote material(s), i.e. brick, stone, wood, vinyl or aluminum siding or other similar materials acceptable to the Architectural Control Committee and the construction shall be carried out in accordance with the material(s) as approved by the Architectural Control Committee.

(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 Architectural Control Committee 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.

(c) The proposed color schemes for a Dwelling to be erected, altered, modified or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but also to consider the affect of these colors and materials as they relate to other Dwellings.

(d) All color schemes including the color of siding, roof; brick or stone samples must be submitted for approval before installation on the dwelling.

1.8C The ACC has given the authority to the Town of Mt. Pleasant to reject any plan, which is not reviewed and approved in writing by the ACC.

1.9 STREET YARD. A yard extending across the full width of the Lot, the depth of which shall be the minimum horizontal distance between the existing or proposed street centerline or right of way line, whichever is more as required by the district regulations and a line parallel thereto through the nearest point of the principal structure. Corner lots and through lots shall have two such yards.

ARTICLE II
PROPERTY SUBJECT TO THE DECLARATION

2.1 The property subject to this Declaration is described in the attached Exhibit "B".

2.2 AMENDMENTS. The additions authorized herein shall be made by filing for record a Supplemental Declaration approved by the Town of Mt. Pleasant with respect to **The Wooded Ridge Subdivision.**

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 maintain and preserve natural conservancy areas; to secure and maintain proper set backs 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 herein requires written authorization by the Architectural Control Committee.

3.2 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes except for the construction of model homes; speculation homes and/or marketing centers by

the Developer, his agents, representatives or a designate. No building shall be erected, altered, placed or permitted to remain on any lot other than the following type:

(a) A ranch type dwelling limited to one-floor.
(b) A one and one-half story cape cod
(c) Split-level dwelling.
(d) A two-story colonial type dwelling.
(e) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof

All such dwellings shall be constructed for single-family occupancy with not less than two (2) bedrooms. Each dwelling must have a two-car private garage attached to the immediately adjoining principal building. A detached garage in lieu of an attached garage shall be allowed only upon written consent obtained from the Architectural Control Committee. A garage, including the roof, shall be of the same material and general design as the principal building.

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3.3 ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected or placed on any lot unless similarly approved. Approval shall be as provided in Section 2.

In the event the Architectural Control Committee fails to approve or disapprove within thirty (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 (1) 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 Architectural Control Committee shall have the right to waive minor infraction or deviations from these restrictions in cases of hardship. The Architectural Control Committee requires that any residence or attached garage be designed by an architect, professional engineer or designer experienced in residential design.

(a) ROOF PITCH: Roof pitch for the house proper at least 6/12.
(b) BASEMENT REQUIREMENT: No dwelling shall be constructed with slab on grade construction.
(c) LOCATION OF STRUCTURE: No building shall be placed on an angle on a lot to accommodate a larger house. Houses shall be placed to be parallel to the street.

3.4 DWELLING SIZE. The floor area of the principal building, excluding garage and open porches, shall be as follows:

(a) One-floor ranch type: A minimum of 1345 square feet.
(b) One and one-half story cape cod type: A minimum of 1600 square feet.
(c) Split-level type: A minimum of 1500 square feet on Main & Upper Levels.
(d) Two-story type: A minimum of 1600 feet.

(e) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof

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 (2) automobiles for each one (1) family dwelling built or to be built upon that lot and to be connected to the street by a properly surfaced asphalt, concrete or brick driveway (which driveway shall be installed and completed within one (1) year from the date of final occupancy of the dwelling).

(b) 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 the main dwelling house is underway.

(c) No parking of any motorized or non-motorized vehicle, including but not limited to a mobile home, trailer, boat, camper or other vehicle, is permitted on the grassy portion of any lot.

(d) Temporary parking of a motorized or non-motorized vehicle such as a mobile home, trailer, boat camper, or other similar vehicle, is permitted but only on an asphalt, concrete or brick driveway and only for a period of time not to exceed 72 hours.

3.6 DIVISION OR COMBINATION OF LOTS. In no event may a lot or parcel be further divided or combined other than as provided in the current plat unless written consent is obtained from the ACC and the Town of Mt. Pleasant. Any lot line adjustments within the platted Subdivision will require formal Town of Mt. Pleasant approval.

3.7 STRUCTURES.

a) No structures of a temporary character, including but not limited to a mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence or for any other purpose, whether temporarily or permanently, unless otherwise provided herein.

b) Temporary structures such as a construction trailer not intended for living purposes, which may be necessary during the construction of a residence, will be permitted for a period of not longer than six (6) months and must be removed within sixty (60) days after the completion of such construction. The Town of Mt. Pleasant must approve temporary structures.

c) No existing principal or accessory building erected elsewhere shall be moved onto any portion of any lot. ALL HOMES ARE TO BE BUILT ON SITE.

d) Detached sheds are allowed provided they are on a concrete pad, and are constructed of the same material and color as the primary residence and have received written approval from the ACC as well as the Town of Mt. Pleasant.

3.8 GRADING, BUILDING LOCATION AND LOT AREA

(a) All grading and sump pump discharge locations must be approved by the Architectural Control Committee and in accordance with the applicable laws and drainage regulations of the Town of Mt. Pleasant. All lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the laws and ordinances of the Town of Mt. Pleasant.

(b) **SETBACKS:** The Architectural Control Committee shall endeavor to maintain street yard setbacks of not less than 25'. The side yard setbacks shall not be less than 12' from the property line on the principal drive side, and 8' on the other side. The rear yard setbacks shall not be less than 25'. **Wetland & Conservancy setbacks:** Rear setbacks on Lot #'s 5,6,7,21,22,23,24,25,26,27,30, & 31 shall be a minimum of 25 feet from the Wetland Conservancy Boundary as shown on the Final Plat. This shall apply to all permanent structures including but not limited to: house pads, patios and decks and as approved by the Town of Mt. Pleasant. See attached Exhibit "D".

Lots 6,7,21,22,25,26,27 shall maintain a minimum front yard setback of no less than 25 feet and a maximum front yard setback of no more than 30 feet.

(c) Within each set of building construction plans submitted to the Architectural Control Committee for that body's approval, shall be a lot grading and drainage plan which shall indicate the proposed top foundation grade, finished yard grade or garage floor grade and other grades upon the lot. Said plan shall have grades that conform to the Subdivision's Master Site Grading Plan and will be required by the Town of Mt. Pleasant as a part of the building permit application.

(d) Minor changes from said Master Site Grading Plan, where those changes do not violate the purpose, spirit and intent of said Master Site Grading Plan, shall be reviewed and may, if for good and sufficient reasons, be approved by the Architectural Control Committee with an approved erosion control permit. The Architectural Control Committee shall have the first option to accept any excess dirt, but is not required to accept same. **The A.C.C. and the Town of Mt. Pleasant must approve any deviations from the approved drainage plan.**

(e) All dirt from the excavation of any lot, which is not used on the lot, shall be deposited, at such place or the Architectural Control Committee with an approved erosion control permit may direct places in the Subdivision as. The Architectural Control Committee shall have the first option to accept any excess dirt, but is not required to accept same.

(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

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Exhibit B of Wooded Ridge
Covenants & Restrictions

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Gerald E. Casey, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped WOODED RIDGE, being a subdivision of a part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 9, Town 3 North, Range 22 East, in the Town of Mount Pleasant, Racine County, Wisconsin, more particularly described as follows:
Commencing at the Northeast corner of said Northeast 1/4;
thence S 01°49'42 E along the East line of said Northeast 1/4, 1590.45 feet to a point on the North line of C.T.H. "C" (Spring Street);
thence S 75°35'14" W along said North line, 440.22 feet to the point of beginning of the lands to be described;
thence continuing S 75°35'14" W along said North line 628.39 feet;
thence Southwesterly 81.07 feet along said North line and along the arc of a curve, whose center is to the North, whose radius is 2574.20 feet, whose chord bearing is S 70°29'22" W and a chord distance of 81.06 feet;
thence N 01°07'38" W, 99.95 feet;
thence N 31°35'12" W, 140.25 feet;
thence N 58°24'48" E, 63.10 feet;
thence N 17°45'11" W, 86.82 feet;
thence N 31°35'12" W, 69.96 feet;
thence N 43°16'36" W, 66.83 feet;
thence N 80°22'02" W, 123.86 feet;
thence S 60°24'51" W, 201.83 feet;
thence S 53°24'02" W, 47.95 feet;
thence N 89°43'48" W, 147.31 feet;
thence N 10°28'34" W, 116.71 feet;
thence S 79°31'26" W, 30.22 feet;
thence N 10°28'34" W, 66.00 feet;
thence Southwesterly 2.69 feet along the arc of a curve, whose center is to the North, whose radius is 573.00 feet, whose chord bearing is S 79°39'30" W and a chord distance of 2.69 feet;
thence N 10°28'34" W, 167.27 feet;
thence S 81°15'02" W, 70.51 feet;
thence N 76°19'10" W, 142.56 feet;
thence N 62°49'59" W, 214.26 feet;
thence N 11°30'53" E, 51.85 feet;
thence N 06°22'53" E, 160.00 feet;
thence Northerly 63.49 feet along the arc of a curve, whose center is to the East, whose radius is 1848.00 feet, whose chord bearing is N 7°21'56.5 E and a chord distance of 63.49 feet;
thence S 89°09'14" E, 909.98 feet;
thence S 29°10'49" E, 284.59 feet;
thence S 74°40'18" E, 118.85 feet;
thence S 58°25'17" E, 82.26 feet;
thence Southeasterly 376.45 feet along the arc of a curve, whose center is to the Southwest, whose radius is 383.00 feet, whose chord bearing is S 30°15'48" E and a chord distance of 361.40 feet;
thence S 70°22'55" E, 364.76 feet;
thence S 01°49'36" E, 112.03 feet to the point of beginning.
Said lands containing 881,407 square feet (20.23 acres).

cleaning public streets. Owners will need to comply with the Erosion Control and Construction Site Maintenance ordinance of the Town of Mt. Pleasant

3.9 COMPLETION. All construction of dwellings and incidental structures and final grading shall be completed within one (1) year of date of issuance of building permits by the Town of Mt. Pleasant. Seeding and/or sodding of yards shall be completed within one year of occupancy.

3.10 EASEMENTS.

(a) Easements affecting The Properties are recorded on the Final Plat of Properties in the Office of the Register of Deeds of Racine County, Wisconsin. Each lot shall be subject to any easements granted or hereafter to be granted by the Developer or its successors and assigns to the Town of Mt. Pleasant, 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 TV 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 an area 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.

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

(b) Tamarack, Conifer and Auburn Courts shall contain landscape aisles within the cul-de-sacs. Such landscape aisles will be maintained either by the developer until such time as said maintenance is turned over to the Association or subsequently by the Association in perpetuity.

3.11 RESTRICTED WETLAND CONSERVANCY AREAS. The areas designated as Restricted Wetland Conservancy Areas on Outlot # 1, Outlot # 2 and Lots # 21,22,23,24,25,26,27,30,31,5,6 and 7 of the Final Plat shall be protected and maintained in their existing wetland state. No **temporary or** permanent structures may be erected, no filling, dredging, or other activity or condition shall occur within such areas or on the surrounding land within the 25' setback adjacent to such areas which is detrimental to such Restricted Wetland Conservancy Area without the written approval of the Town of Mt. Pleasant and other governmental bodies having jurisdiction over such areas. Such areas are subject to an easement, which has been dedicated to the Town of Mt. Pleasant for maintenance purposes and related ingress and egress; however, Town of Mt. Pleasant shall have no obligation to exercise its rights with respect to such areas. The obligations contained within this section and as imposed by the Final Plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title, and the Association in their capacity as owners of any of the lots or portion thereof and shall benefit and be enforceable by the Town of Mt. Pleasant and the Association. The Developer, its successors, assigns and successors in-title thereof shall be relieved of any protection or maintenance obligations they

may have as Owners only to the extent that the Association performs the required protection and the maintenance functions to the satisfaction of the Town of Mt. Pleasant. The Association and its Members shall be bound forever by the above-mentioned covenants and such similar covenants as are contained in the Final Plat.

3.12 ZONING LAWS, ETC. In addition to the provisions hereof, all lots shall be subject to all ordinances, zoning laws and other restrictions of the Town of Mt. Pleasant, County of Racine, and State of Wisconsin applicable thereto.

3.13 NUISANCES. No noxious, noisy or offensive activity shall be carried on any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(a) There shall be no permanent outside parking of boats, buses, snowmobiles or recreational type vehicles or trailers; these must be stored in garages. See Section 3.5 above.

(b) No external antennas or radio towers of any type for any purpose shall be permitted on any lot at any time.

(c) No solar panels or solar collecting equipment or apparatus will be allowed or installed on roofs or in yards.

(d) No signboard of any character, kind or description shall be maintained upon any lot in the Subdivision except "for sale", "to let"; "for rent"; "rummage"; or "political" of a sign no greater than eighteen (18) inches by twenty-four (24) inches or signs bearing the name, address or both of the resident occupying such lot.

The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the same and/or construction period upon receiving approval from the Town. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision. The Developer, its successors and assigns, retains the right to maintain model homes: speculation homes and/or a marketing office during the development period.

3.14 ANIMALS. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than two (2) dogs or two (2) cats or two (2) other similar household pets, or a combination thereof in such number, may be kept, provided that such pets shall not be permitted unattended outside the owner's lot. (Potbellied pigs are not considered household pets). A separate outbuilding or enclosure may be erected or kept to house or restrain any animal or pet as long as it is within 10' feet of the rear of the residence.

3.15 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste materials and the same shall not be kept except in sanitary containers and in an inconspicuous place.

3.16 3.17 FENCES. No fence of any kind shall be allowed in the front yard of any lot. Decorative fences must be suitable to and conforming to the improvement. Side yard fences can be

no higher than 6' and must be placed on lot line. The finished side of all fences must face adjacent houses or lots. No fence shall be erected or placed on any lot until the construction plans, placement and construction materials have been approved by the Architectural Control Committee. Building and zoning permits must also be secured from the Town of Mt. Pleasant prior to any fence construction. No fence of any kind shall be allowed on any easement or right of way.

3.18 POOLS. The location, construction and installation of any swimming pool on any lot shall be governed by the ordinances in effect for the Town of Mt. Pleasant at the time a permit is requested. Building and zoning permits must be secured from the Town of Mt. Pleasant prior to any pool installation

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ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREAS

4.1 OWNERS EASEMENT OF ENJOYMENT. Subject to the provisions herein every Owner shall have a right and easement of benefit and/or enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every lot. The following, subject to the Articles and By-Laws of the Association, constitute the present and contemplated future Common Areas of the Properties.

(a) The street markers and the right of ways for future road dedication as located on easements in favor of the Association on various lots throughout The Properties.

(b) Outlot #1 and Outlot #2 as shown on the Final Plat of Wooded Ridge attached as Exhibit "B".

4.2 TITLE TO OUTLOTS. Title to the Outlots shall be conveyed from the Developer to the Association by quitclaim deed, in accordance with Section 4.4 below. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas.

(a) The Developer and all subsequent owners shall transfer to any subsequent purchaser of any buildable lot within the subdivision an undivided 1/63 interest in all outlots.

(b) The Developer and all subsequent owners warrant and represent that said outlots for assessment purposes will have no value per se, and the 1/63 interest in said outlots would be assessed with each of the buildable lots.

(c) In the event that said outlots are not assessed as above as above, the Developer and all subsequent owners warrant and represent that each will pay 1/63 per buildable lot of the taxes due on said outlot. In the event that these taxes are not paid Racine County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due.

(d) Wooded Ridge consists of 31 lots and is the first of two phases. The entire subdivision consists of 63 lots. The Developer shall retain ownership of the balance of the site until such time as the remaining addition is platted.

4.3 RIGHT TO ENTER AND MAINTAIN. The Developer and Association are hereby granted in perpetuity an easement and consequently shall have the right to enter upon any outlot

and/or lot, for the purpose of performing routine maintenance which includes mowing, reseeding, and removal of debris and obstructions and for the installation, repair and maintenance of private utilities. Private Utilities shall include but not be limited to aeration systems as deemed necessary to manage and control weeds and algae in the ponds and for the erection, construction and maintenance of all poles, wires, pipes, pumps and conduits as deemed necessary for the above. If such lot contains public utilities or facilities having an area-wide benefit, which are maintained by the Town of Mt. Pleasant, the Town of Mt. Pleasant shall have the right to enter and maintain such facilities and keep them in good working order and appearance. The Town of Mt. Pleasant may enter upon any lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Town of Mt. Pleasant and/or prior to acceptance of such public improvements, to the owners. **(Please note: Each homeowner will be responsible for the payment of 1/63rd of all installation, operating, and maintenance expenses for the ponds and their aeration systems located in Outlots #1 & #2 as assessed by the Homeowners Association)**

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The Association shall be responsible for the customary and routine maintenance of the detention ponds located in Outlot # 1 and Outlot #2. Routine and customary maintenance shall be defined as mowing, reseeding, clearing of debris, clearing of obstructions from the outlets, re-grading or dredging. The Mt. Pleasant Storm Water Drainage Utility District is responsible for the repair and maintenance of the storm pipe structures only.

4.4 TITLE TO COMMON AREAS. At such time as the Developer shall convey title of the Common Areas to the Association, Members shall have the rights and obligation imposed by the Declaration with respect to such Common Areas **in perpetuity**. It is understood that street markers and dedicated future roadways shall be located on easements for the benefit of the Association and road right of ways shall be maintained, operated and administered by the Association in perpetuity.

4.5 DAMAGE OR DESTRUCTION OF COMMON AREAS BY OWNER. In the event any portion of the Common Areas or private utilities is damaged or destroyed by an owner or any of their guests, tenants, licensees, agents or member of their family, such owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the areas may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs, together with 10% for overhead, shall be a Special Assessment upon the Lot of said Owner and shall accrue interest at the rate of 18% unless paid in full within fifteen (15) days after notice to pay. The Association shall be entitled to all costs of collection, including reasonable attorneys' fees, to the extent not prohibited by law against the Owner. Any such damage not caused by an Owner shall be the responsibility of the Association.

In the event any portion of the Common Areas owned by a public utility or the Town of Mt. Pleasant is damaged or destroyed by an owner or any of their guests, tenants, licensees, agents or member of their family, such owner does hereby authorize the Town of Mt. Pleasant or Public Utility to repair said damaged area; the Town of Mt. Pleasant shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the areas may have been modified or altered subsequently by the Town of Mt. Pleasant or the Public Utility. Any such damage not caused by an Owner shall be the responsibility of the Town of Mt. Pleasant or the Public Utility.

4.6 DISCLAIMER. Developer shall establish finish grade and vegetation on the outlots. All warranties regarding the Common Areas, express or implied, including warranties or condition, quality of construction and fitness for a particular use, are hereby disclaimed. The Association shall be responsible for obtaining adequate liability insurance for the Common Area. Developer shall have no liability for damage or injury to any person or property arising from the existence or continued use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Area.

ARTICLE V
GENERAL PROVISION

5.1 TERMS AND AMENDMENT. Unless amended as herein provided, this Declaration shall run with the Property 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 one hundred years (100) years from the date this Declaration is recorded and shall automatically be extended for successive periods of fifty (50) years unless an instrument signed by the Owners of two-thirds of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended, subject to the Town of Mt. Pleasant written approval, at any time by written Declaration, executed in such manner as to be recordable; setting forth such annulment, labor, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys 55% of all Lots to other Owners, and thereafter (b) by Owners of 75% of the Lots (such Owners and percentage to be determined as provided in the By-Laws), 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 fifteen (15) year period, this Declaration may be amended by written Declaration executed by at least 75% of the Lots subject to this Declaration provided that prior written approval of the Town of Mt. Pleasant is obtained. Such written Declaration shall become effective upon recording in the Office of the Register of Deeds of Racine County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

5.2 ENFORCEMENT. At such time when Regency Hills Development Corp. has no further ownership interest in Wooded Ridge Subdivision, Regency Hills Development Corp. assigns its rights of enforcement as specified in these Restrictive Covenants to the record owners of each lot in Wooded Ridge Subdivision and to their respective successors and assigns, as their interests appear. If the owner of any lot subject to these restrictions covenants 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 subjected to these restrictive covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades for drainage, or to enforce any of the covenants and restrictions herein contained.

5.3 SEVERABILITY. Invalidation of any one of these restrictions by judgment or order of any court or administrative agency shall in no way affect any other restriction and such other restriction(s) shall remain in full force and effect. Any restriction, which shall be or become in violation of any law, regulation or restriction of a governmental body, shall be construed as if in conformity with such law, regulation or restriction.

5.4 OCCUPANCY AND USE OF RESIDENCES. All residences shall be occupied and used for single- family residence purposes only. A "single-family" shall be defined as any number of persons related by blood, adoption, or marriage or not to exceed two (2) persons not so related, living together in one dwelling as a single housekeeping entity.

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ARTICLE VI
ADDITIONAL RESTRICTIONS

6.1 FUTURE DEVELOPMENT. Notice is hereby given that Millstone Drive, Auburn Court and Pinecone Ridge will be extended to service additional development in the future.

6.2 VEHICULAR ACCESS RESTRICTIONS. Lot Numbers 4 & 28 shall be prohibited direct vehicle access to Millstone Drive within 35' of the intersection with Pinecone Ridge right of way. Lot numbers 4 and 28 shall be prohibited direct vehicle access to Pinecone Ridge within 35' of Millstone.

Lot numbers 16 & 17 shall be prohibited direct vehicle access to Millstone Drive within 35' of Auburn Court right of way. Lot numbers 16 & 17 shall be prohibited direct vehicle access to Auburn Court within 35' of Millstone Drive right of way

Lot numbers 18 & 19 shall be prohibited direct vehicle access to (CTH C) Spring Street. Lot numbers 18 & 19 shall be prohibited direct vehicle access to Millstone Drive within 35' of (CTH C) Spring St.

6.3 VISION TRIANGLES. Structures, signage, vegetation and berms higher than 24" are Prohibited within the 30' X 30' vision triangles of CTH C/Millstone Drive and CTH H/Millstone Drive. These vision triangles are located on Lots 18 & 19 and shown graphically on the Final Plat of Wooded Ridge.

6.4 WAIVER OF PUBLIC HEARING AND CONSENT TO IMPOSITION OF ASSESSMENT (WAIVER). Attached as Exhibit "C" is the "Waiver" The Developer has signed and recorded with the Register of Deeds of Racine County for Lots 1-63 of the Wooded Ridge Subdivision. This waiver relates to future municipal water projects that may impact Wooded Ridge Subdivision. In the event the Town of Mt. Pleasant contemplates installation of municipal water service to this area, the owners of Lots 1-63 waive their right to object to said municipal water project. In the event the Town of Mt. Pleasant Board approves said municipal water project the lot owners would automatically be assessed a fee based on the front lineal footage of their individual lot or lots. Said assessment would cover the cost of the municipal water line but not cover the cost of laterals to run the water to the house.

6.5 Walkout Basements – Lots 1 (one) through 7 (seven). Walkout basements will not be allowed along the wetland areas in Outlot #1 that have a basement floor elevation of 725.00 or lower. Outlot #1 has one (1) eighteen inch diameter outflow pipe in which water will travel from the Outlot underground through the subdivision to its discharge point along Highway "C" (Spring St.). In the event that the pipe should become obstructed or we experience a storm *greater than a 100-year occurrence* anyone at that elevation or less

would have a reduced safety margin from the 4.5 feet established by the approved drainage plan. A *100-year occurrence* is defined as having a 1% (one percent) chance of happening in any given year.

Any deviations from the approved drainage plan must be approved by the A.C.C. and the Town of Mt. Pleasant.

a) **The Association shall be responsible for the customary and usual maintenance of the storm water drainage inlets/outlets (e.g. removal of debris and clearing of obstructions). The Mt. Pleasant Storm Water Drainage Utility District is responsible for the repair and maintenance of the storm pipe structure only.**
b) **As-built plans will be required for the finished lots.**

1613 Rec 1993

Dated this 4th day of June, 2001.

REGENCY HILLS DEVELOPMENT CORPORATION

BY: James J. Duerrwaechter, President

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

This Agreement was acknowledged before me this 4 day of June 2001 by James J. Duerrwaechter, President

STATE OF WISCONSIN DEBORAH A. FELTZ NOTARY PUBLIC

Notary Public, Racine County, Wisconsin.
My commission expires: 4-7-2002

rev.6/4/2001nlw

This document was drafted by:
James J. Duerrwaechter
Regency Hills Development Corporation
5008 Green Bay Rd.
Kenosha, WI 53144

Exhibit A 191 200

Of Wooded Ridge Covenants & Restrictions
Preliminary Plat - Wooded RidgeSubdivision

DESCRIPTION

That part of the Northeast ¼ of Section 9, Township 3 North, Range 22 East, bounded as follows: Commence at a point on the East line of said Section 9 located S1°49'42"E 1590.45 feet from the Northeast corner of said Section; run thence S75°35'14"W 337.75 feet to the point of beginning of this description; continue thence S75°35'14"W 730.88 feet to the point of curvature of a curve of Southeasterly convexity whose radius is 2574.42 feet and whose chord bears S89°55'52"W 1275.58 feet; thence Southwesterly 1289.01 feet on the arc of said curve to the Easterly line of Racine County Trunk Highway "H"; thence N21°49'42"W 48.60 feet on the Easterly line of said Highway "H" to a 1 ¼" diameter iron pipe stake; thence N6°22'53"E 481.74 feet on the Easterly line of said Highway "H" to a 1 ¼" diameter iron pipe stake; thence N11°30'53"E 301.22 feet on the Easterly line of said Highway "H" to a 1 ¼" diameter iron pipe stake; thence N6°22'53"E 160.00 feet on the Easterly line of said Highway "H" to a 1 ¼" diameter iron pipe stake marking the point of curvature of a curve of Northeasterly convexity whose radius is 1849.86 feet and whose chord bears N7°21'58" E 63.49 feet; thence Northeasterly 63.50 feet on the arc of said curve to a 1 ¼" diameter iron pipe stake; thence S89°09'14"E 1835.63 feet to a 1 ¼" diameter iron pipe stake; thence S1°49'42"E 830.68 feet to the point of beginning. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.