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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made on the date hereinafter set forth, by LAKE CHARLES ESTATES, INC., a Wisconsin corporation, hereinafter referred to as "DECLARANT";

W I T N E S S E T H:

Whereas, DECLARANT is the owner of the following described property located in the Town of Caledonia, Racine County, Wisconsin, to-wit:

Parcel I

Lots 1 thru 20, and Outlot 1, Lake Charles Estates according to the recorded plat thereof, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 16, and the Northwest 1/4 of the Northwest 1/4 of Section 21, Town 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin.

Tax Key Nos: 51-004-04-23-16-046-010 through 51-004-04-23-16-046-001 and 51-004-04-23-16-046-200 by tens

Parcel II

Lot A - A tract of land in the Southwest 1/4 of the Southwest 1/4 of Section 16, Town 4 North, Range 23 East, in the Town of Caledonia, County of Racine, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of said Section; thence North 00° 24' 34" West for a distance of 408.00 feet along the West line of said 1/4 Section to the point of beginning; thence North 00° 24' 34" West for a distance of 120.00 feet, continuing along said line to a point; thence North 89° 21' 20" East for a distance of 206.68 feet to a point; thence South 00° 24' 34" East for a distance of 120.00 feet along the West line of Lake Charles Estates, a recorded Subdivision, to a point; thence South 89° 21' 20" West for a distance of 206.68 feet to the point of beginning. Reserving the Westerly 40.00 feet for public road purposes. Together with and subject to covenants, easements and restrictions of record. Said property contains 0.5694 acres more or less.

Tax Key No: part of 51-004-04-23-16-024-000

Lot B - A tract of land in the Southwest 1/4 of the Southwest 1/4 of Section 16, Town 4 North, Range 23 East, in the Town of Caledonia, County of Racine, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of said Section; thence North 00° 24' 34' West for a distance of 288.00 feet along the West line of said 1/4 Section to the point of beginning; thence North 00° 24' 34" West for a distance of 120.00 feet, continuing along said line to a point; Thence North 89° 21' 20" East for a distance of 206.68 feet to a point; thence South 00° 24' 34" East for a distance of 120.00 feet along the West line of Lake Charles Estates, a recorded Subdivision, to a point;

Tax Key No.: part of 51-004-04-23-16-024-000

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thence South 89° 21' 20" West for a distance of 206.68 feet to the point of beginning. Reserving the Westerly 40.00 feet for public road purposes. Together with and subject to covenants, easements and restrictions of record. Said property contains 0.5694 acres more or less.

Lot C - A tract of land in the Southwest 1/4 of the Southwest 1/4 of Section 16, Town 4 North, Range 23 East, in the Town of Caledonia, County of Racine, State of Wisconsin, bounded and described as follows: Commence at the Southeast corner of said Section; thence North 00° 24' 34" West for a distance of 168.00 feet along the West line of said 1/4 Section to the point of beginning; thence North 00° 24' 34" West for a distance of 120.00 feet, continuing along said line to a point; thence North 89° 21' 20" East for a distance of 206.68 feet to a point; thence South 00° 24' 34" East for a distance of 120.00 feet along the West line of Lake Charles Estates, a recorded Subdivison, to a point; thence South 89° 21' 20" West for a distance of 206.68 feet along the North line of Lot 1 of said Subdivision to the point of beginning. Reserving the Westerly 40.00 feet for public road purposes. Together with and subject to covenants, easements and restrictions of record. Said property contains 0.5694 acres more or less.

Tax Key No.: part of 51-004-04-23-16-024-000

And Whereas, the said record title owner desires to impose protective covenants upon all lots for the purpose of insuring a coordinated, harmonious and orderly development of said subdivision; to include an appropriate improvement of each building site, the protection of owners of building sites against such use of surrounding building sites as will detract from the residential value of their property, the guarding against the erection upon building sites of poorly designed structures, the obtaining of a harmonious use of color schemes and materials, the encouragement and securing of the erection of attractive residential dwellings, and securing of appropriate dwelling location upon building sites and the determination of proper street and sideyard setbacks;

Now Therefore, the following protective covenants are hereby imposed upon all lots located within Parcel I and Parcel II, which covenants shall run with the lands and shall be binding upon the present owners of lots, their heirs, personal representatives, successors or assigns, and all parties claiming thereunder, to-wit:

ARTICLE I - DEFINITIONS

Section 1

"Association" shall mean and refer to Lake Charles Estates Owners Association, Inc., its successors and assigns.

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Section 2

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or outlot which is a part of the Properties, excluding any parties having an interest merely as security for the performance of an obligation.

Section 3

"Properties" shall mean and refer to the real estate hereinbefore described.

Section 4

"Common Area" shall mean all real estate (or interests in real estate including easements) owned by the Association for the common use and enjoyment of the Owners.

The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Outlot 1, Lake Charles Estates, according to the recorded plat thereof. Said land being in the Town of Caledonia, Racine County, Wisconsin.

Section 5

"Lot" shall mean and refer to any one or more of Lots 1 thru 20 shown upon the recorded plat of Lake Charles Estates Subdivision, together with such separate real estate parcels which may exist upon Parcel II.

Section 6

"Outlot" shall mean and refer to Outlot No. 1 shown upon the recorded plat of Lake Charles Estates Subdivision.

Section 7

"Declarant" shall mean and refer to Lake Charles Estates, Inc., its successors and assigns.

ARTICLE II - GENERAL PROVISIONS

Section 1

Term of Protective Covenants - The covenants shall initially exist for a period of twenty (20) years from date hereof, and shall be automatically

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extended for successive periods of ten (10) years, unless the record owners of three-fourths (3/4) of the restricted Lots shall execute a written document modifying, amending or rescinding these covenants, or any one or more of them in whole or in part, and record such document in the Office of the Register of Deeds for Racine County, Wisconsin.

Section 2

Enforcement of Restrictions - In the event the parties hereto 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 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to enjoin them from so doing, or recover damages for such violation, or to compel an enforcement of any of the covenants and restrictions herein contained. Failure by Lot Owners to enforce restrictions shall not be deemed a waiver of the right to subsequently seek enforcement.

Section 3

Severability - Invalidation of any one of these covenants by judgment or other court order shall, in no way, affect any of the other provisions; and the same shall remain in full force and effect.

ARTICLE III - BUILDING RESTRICTIONS

Section 1

Land Use - No Lot shall be used for other than residential purposes; nor shall any dwelling be erected, altered, placed or permitted to remain on any building site other than one single-family dwelling and accessory buildings which shall have the prior approval of the Architectural Control Committee, as hereinafter indicated.

With the approval of the Architectural Control Committee, a single family residence may include a one-bedroom apartment, which shall be occupied only by a child, parent or parents or grandparents, brother or sister of a member of the family occupying the remaining portion of the dwelling.

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Section 2

Architectural Control - No building shall be erected, placed or altered on any Lot in said subdivision unless or until the four (4) elevations, the construction plans, written specifications, and a plan showing the site location of the structure has been approved, in writing, by the Architectural Control Committee, as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finished grade elevations. Such elevations, plans, specifications and plot plans shall be prepared by an architect member in good standing with the A.I.A., or by a designer or contractor acceptable to the Architectural Control Committee.

Section 3

Size of Dwelling - No residence shall be constructed with less than the following areas of floor space, to-wit: A) Each single story residence shall have a minimum area of two thousand (2,000) square feet of floor space. B) Each one and one-half story and each two-story residence shall have a minimum area of two thousand four hundred (2,400) square feet of floor space. No floor area below the approved finished grade of the Lot on which the residence is to be placed shall be included in meeting these minimum area requirements, except that the Architectural Control Committee in its discretion and consistent with the standards contained in this declaration may approve an earth sheltered or partially earth sheltered structure.

Section 4

Design of Dwelling - All residences shall have the following, to-wit:

1. All roof coverings shall consist of shingles of wood, asphalt, tile, slate or of metal with standing seams; the color of which shall be subject to the approval of the Architectural Control Committee.
2. A roof pitch which is typical of the style of house chosen.
3. Chimneys shall be of stone or brick masonry.

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4. Walls and gable ends shall be of stone, brick, wood or glass. No manufactured imitation materials (such as aluminum and vinyl) shall be used without prior written authorization of the Architectural Control Committee.

5. Any front street lights shall be within ten (10) feet of the street line; with a style to be approved by the Architectural Control Committee

6. The exterior design of each exposure or elevation of each house shall be consistent with every other exposure or elevation of that house and shall contain and use compatible natural materials and design features throughout all exposures and elevations. All exposures shall be designed to be esthetically attractive when viewed from any street, open space, or abutting Lot.

Section 5

Accessory Buildings - All garages shall be attached to the residential dwelling and shall not exceed three (3) vehicle capacity. Any accessory buildings such as a playhouse, garden house, shed or storage building (all incidential to residential use) shall be subject to and must conform to all regulations applicable to the main building, including written approval of the Architectural Control Committee of the plans, specifications, and plot plan.

Section 6

Lots May Not Be Resubdivided - No Lot herein established may be resubdivided, except for the purpose of adding a fractional part of a resubdivided Lot to an adjoining Lot or Lots. Resubdivision to permit the establishment of an additional building site shall not be allowable.

Section 7

Landscape Approval - A landscape plan showing the proposed development of the entire Lot shall be submitted to the Architectural Control Committee for approval with the building plans, specifications and plot plan as set out above except that said Committee may in its sole discretion permit such submittal to be deferred up to six (6) months after the residence on such

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Lot is physically occupied, whichever date is later. Each landscape plan must include a hard surface drive, parking stand or turn-around consisting of concrete or asphalt. No concrete driveway may be extended beyond the Lot line and into a street or highway right-of-way line without proper approval of the Town of Caledonia. All landscaping plans must be completed within one (1) year after the completion of the residence on such Lot. All plans and/or specifications submitted to the aforesaid Committee shall become the property of the Corporation.

Section 8

Completion of Construction - Construction of a residence shall be substantially completed and ready for occupancy within one (1) year after commencement of construction; which time of completion may be extended at the discretion of the Architectural Control Committee for sufficient cause. No dwelling shall be occupied prior to completion.

ARTICLE IV - ADDITIONAL RESTRICTIVE COVENANTS

Section 1

Easements/Utilities Underground - Easements for installation and maintenance of utilities, including cable television and drainage facilities shall be reserved as shown on the recorded plat of the subdivision. All utility connections between the source of supply and a dwelling or accessory building and between the dwelling and accessory buildings shall be underground.

Section 2

Nuisances - No noxious or offensive activity shall be carried on upon any Lot or portion of a Lot; nor anything done thereon which may be or may become a nuisance to neighbors or the neighborhood.

Section 3

Temporary Structures - No structure of a temporary character shall be erected upon any Lot; nor shall any basement, tent, shack, garage, barn, boat, motor home vehicle or other outbuilding be used at any time as a residence, either temporarily or permanently. Additionally, no building shall be moved unto any Lot.

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Section 4

Boat, Vehicle & Equipment Parking - No boats, trailers, non-pickup type trucks, recreation vehicles, motor homes or heavy equipment shall be parked or stored upon any Lot outside of a garage or accessory building, other than for delivery purposes; provided, however, the owners of lots abutting the pond area shall be permitted to own and locate upon their Lot one (1) of the following, to-wit: a row boat, a canoe, or a sailboat, none of which shall exceed sixteen (16) feet in length or be operated by a motor.

Section 5

Signs - No sign or any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than three (3) square feet and one (1) sign of not more than eight (8) square feet, advertising the property for sale or rent. Larger signs may be used by the subdivider or his agents; or by a builder to advertise the property during the sale and/or construction period.

Section 6

Livestock and Poultry - No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. In no event may pets be kept which are a nuisance to the neighbors or the neighborhood.

Section 7

Garbage and Refuse Disposal - No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in enclosed containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall conform to applicable governmental codes.

To insure an attractive appearance of the subdivision, all equipment shall be kept in an enclosure which complies with the provisions of these protective covenants. All materials, including fireplace wood, shall be stored in a neat and orderly manner.

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Section 8

Fences - Fences or walls are to conform to the chronological period of the accompanying house design, and shall be subject to Architectural Control Committee approval as to size, materials and location.

Section 9

Modification of Site Grades - Site grades shall not be changed without prior written approval of the Architectural Control Committee.

Section 10

Removal of Materials From Site - In the event dirt or other materials are moved as a result of construction of a driveway, dwelling or accessory building, such dirt or other materials must be removed from the Lot, or used so as not to interfere with surface drainage as established. No dirt or other materials shall be removed from the subdivision without the prior written consent of the Architectural Control Committee.

Section 11

Antennae - No exterior antennae of any nature, television or otherwise, shall be permitted to exist within the Lots.

Section 12

Swimming Pools - No above ground swimming pools shall be placed or erected upon any Lot. An above ground swimming pool shall be defined as a pool in which any of the vertical sides thereof extend above the grade of a Lot.

Additionally, no portion of a permitted in-ground swimming pool or any adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation line of the principal dwelling.

Section 13

Driveways - To minimize dust and to enhance the appearance of the subdivision, driveways shall within one (1) year after occupancy of the residence, be surfaced with concrete or blacktop, or some binder or other material providing a stable and dust-free surface.

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ARTICLE V - ARCHITECTURAL CONTROL COMMITTEE

Section 1

Membership -

1. The Architectural Control Committee shall consist of three (3) members with the initial members consisting of Ludwig Kahn, Donald Lang and Charles Odell.

2. In the event of the death, permanent disability or resignation of a member of the Committee, the remaining two (2) members shall determine and designate a successor member.

3. In the event of the death, personal disability or resignation of more than one (1) member of the Committee, the record title owners of a majority of the subdivision Lots shall determine and designate the successor members.

4. A majority of the Committee may designate a representative to act on behalf of the Committee.

5. Until the selection of a successor Committee member, the remaining members or member shall be vested with the powers granted to the full Committee.

Section 2

Vote of Committee - All decisions of the Committee shall be by majority vote and the signatures of any two (2) members of the Committee shall be conclusive evidence of the action of the Committee.

Section 3

Committee Procedure -

1. The approval or disapproval by the Committee shall be in writing.

2. In the event the Committee, or its designated representative, fail to approve or disapprove within thirty (30) days after the plans, specifications, plot plans and four (4) elevations have been submitted to it, the Committee shall be deemed to have approved the proposed construction.

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ARTICLE VI - PROPERTY RIGHTS

Section 1

Owner's Easements of Enjoyment - Every Owner shall have a right and easement of enjoyment in and to Outlot No. 1 and the pond thereon located as shown on the recorded plat of Lake Charles Estates Subdivision, which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions, to-wit:

A. The right of the Association to adopt rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members of the Association and their guests.

B. The right of the Association to suspend the voting rights and right of any owner to use of the Common Area and any recreational facilities for any period during which any assessment against a Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2

Delegation of Use - Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment in the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VII - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1

Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be

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separated from ownership of any Lot which is subject to assessment.

Section 2

The Classes of membership and voting rights shall be as provided by the Articles of Incorporation of the Association.

ARTICLE VIII - COVENANT FOR ASSOCIATION MAINTENANCE ASSESSMENTS

Section 1

Creation of the Lien and Personal Obligation of Assessments - The Declarant, for each Lot owned within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges.

2. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees for the collection thereof, shall constitute a lien against the involved Lot and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2

Purpose of Assessments - The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3

Maximum Annual Assessment - Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be $200.00 per Lot.

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A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4

Special Assessments for Capital Improvements - In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of three-fourths (3/4) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5

Notice and Quorum for Any Action Authorized Under Sections 3 and 4 - Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required

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quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6

Apportionment of Assessments - Both annual and special assessments shall be apportioned between the Lot Owners in the following manner, to-wit:

A. 100% Assessment

Lots A, B, C, 2, 3, 4, 5, 6, 8 and 9

B. 60% Assessment

Lots 1, 7, 10, 11 and 12

C. 40% Assessment

Lots 13, 14, 15, 16, 17, 18 and 19

D. 20% Assessment

Lot 20

which assessments may be collected upon a monthly rather than an annual basis.

Section 7

Date of Commencement of Annual Assessments - The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Assocation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8

Effect of Nonpayment of Assessments; Remedies of the Association - Any assessment not paid within thirty (30) days after the due date shall bear

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interest from the due date at the rate of eight (8%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9

Subordination of the Lien to Mortgages - The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10

Neglect of Common Areas - In the event of neglect to maintain the Common Areas in a manner which is in accordance with the standards fixed by the Town of Caledonia for the maintenance of its own like areas and where such neglect has continued for a period of thirty (30) days after notice in writing has been given by the Town to the Association, the Town may, but it shall not be required to assume the care and maintenance of such areas and may create a separate assessment district for the purpose of payment of the costs of such maintenance.

In the event the Town of Caledonia shall at any future date assume the maintenance of the Common Areas either at the request of the Association or because said Association is not maintaining said areas to the satisfaction of the Town, the Town shall have the power and authority to levy and collect a special assessment annually from each Lot in the subdivision for the operation and cost of maintenance of the Common Area and of any improvement thereon. For these purposes, the residential lots shall constitute an assessment district.

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In Witness Whereof, this agreement has been executed this 11th day of February, 1992.

LAKE CHARLES ESTATES, INC.

By: Ludwig Kahn
Ludwig Kahn, President

ATTEST:

Don Lang, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 11th day of February, 1992, the above named Ludwig Kahn and Don Lang, the president and secretary of Lake Charles Estates, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Arlene J. Lang
Notary Public, Racine County WI
My Commission Expires: 8/20/95

This Instrument Was Drafted By
James J. Fetek
Attorney

REGISTER'S OFFICE
RACINE COUNTY, WI SS:
RECORDED

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Ellen M. Schultz REGISTER OF DEEDS

Return to
FETEK & GRADY, S.C.

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