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TS ES

DECLARATION OF RESTRICTIVE COVENANTS FOR ROADWAY MAINTENANCE AND GRANT OF EASEMENTS

Document # **2566386**
RACINE COUNTY REGISTER OF DEEDS
October 01, 2020 2:36 PM

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00

The above recording information verifies this document has been electronically recorded
Returned to Fidelity Title Inc.
Pages: 10

NAME AND RETURN ADDRESS:
Wanasek, Scholze, Ludwig, Ekes & Gorn, S.C.
133 S. Pine Street
P.O. Box 717
Burlington, WI 53105-0717

016-04-19-07-004-100
016-04-19-07-004-200
016-04-19-07-004-300
016-04-19-07-004-400

Parcel Identification Number (PIN)

Legal description: Lots 1, 2, 3 and 4 of Certified Survey Map 3408, Document No. 2558695, recorded in the office of the Racine County Register of Deeds and being more fully described as follows: Being part of the Southwest ¼ of the Northeast ¼ of Section 7, Town 4 North, Range 19 East, Town of Waterford, Racine County, Wisconsin.

THIS INSTRUMENT DRAFTED BY:
Brian R. Wanasek
Attorney at Law

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Wanasek, Scholze, Ludwig, Ekes & Gorn S.C.
133 South Pine Street
Post Office Box 717
Burlington, WI 53105-0717

TS ES

DECLARATION OF RESTRICTIVE COVENANTS FOR ROADWAY MAINTENANCE AND GRANT OF EASEMENTS

WHEREAS Copper Creek Pass, LLC a Wisconsin limited liability company ("Copper Creek" or "Declarant") has created four residential lots located within the Town of Waterford, Racine County, Wisconsin, more particularly described as Lots 1, 2, 3 and 4 of Certified Survey Map No. 3408 as recorded in the office of the Register of Deeds of Racine County, Wisconsin being part of the Southwest ¼ of the Northeast ¼ of Section 7 Town 4 North Range 19 East, Town of Waterford, Racine County Wisconsin, the "Lots".

WHEREAS, the Lots are all provided access to State Highway 83 by a single access point which is located within the roadway easement area (the "Easement Area") more particularly described as set forth in Exhibit A and as delineated on the certified survey map, attached as Exhibit B, and

WHEREAS, Declarants desires to subject the lots to certain restrictions, covenants and easements.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of maintaining and preserving the value of lots and to insure the lots have safe and adequate access to a public road, Declarant hereby declares and provides that the lots shall be subject to the following conditions, restrictions, covenants and easements.

1. **Private Easement Area Maintenance.** The owner of each lot (the "Lot Owners") will share equally in the costs incurred to maintain the Easement Area as set forth below.

   a) The Lot Owners agree to share the Maintenance Costs of the Easement Area. Maintenance costs shall include snow removal, placement and leveling of gravel, repair or replacement of paved surfaces , including seal coating, application of salt or sand on ice or snow covered areas costs, and such other maintenance as is necessary for the reasonable use of the Easement Area by the Lot Owners for ingress and egress purposes and to maintain a smooth, level, flat driving surface without speed bumps. Each party shall pay one-quarter (1/4) of the Maintenance Cost as defined below. Maintenance Costs shall include:

      i) Those costs approved by the owners of the Lots,

      ii) snow plowing costs,

      iii) costs less than $400,

      iv) the term maintenance costs does not include repairs or maintenance costs arising from any damage, other than normal wear and tear, to the Easement Area caused by a Lot Owner or its guests, employees,

agents, invitees, successors and assigns. Such costs shall be the sole responsibility of the Lot Owner who caused the damage.

b) In the event that any Lot Owner to this agreement fails to make payment of their share of Maintenance Cost for the easement within fifteen (15) days of receiving a written statement therefor, the other Lot Owner shall have the right to pay the entire balance due for the Maintenance and shall then have the right of contribution against the nonpaying Lot Owner for the amount of that owner's share of the Maintenance Costs, together with the actual cost of collection, including actual attorney's fees and interest on the unpaid balance at the rate of twelve (12) percent per year. This right of contribution may be enforced by the individual Lot Owners.

c) The term "Lot Owner or Owners" includes the current owners of the properties described on Exhibit A and their successors in title.

2. **Grant of Road Access Easement.** The Declarant hereby grants to each Lot Owner and its guests, employees, agents, invitees, successors and assigns (the "Easement Beneficiaries") a perpetual, non-exclusive, rent-free easement over and upon the Easement Area for the purpose of allowing vehicular and pedestrian ingress and egress from and to each Lot Owner's Property (the "Road Easement Purpose"). The use of the Easement Area for the Road Easement Purpose shall be limited to customary and reasonable vehicular and pedestrian access and for the purpose of maintenance repair of the Easement Area or the Easement Area. The Property Owners shall have the absolute right to improve the Easement Area for use as a private road. Any obstructions or impediments to the use of the Easement Area may be removed, without notice, by Declarant or the Property Owners, and the cost of such removal shall be borne by the Party causing or responsible for such obstruction.

3. **Easement for Utilities**. The Declarant hereby grants to each Property Owner a permanent, non-exclusive, rent-free easement over and upon the Easement Area for the purposes of installing, maintaining, constructing and repairing pipes, lines and related equipment for the provision of utilities to their property, including but not limited to sewer, water, electric, cable, phone and natural gas service, and to excavate and refill trenches, provided:

a) all such utilities shall be underground and shall be placed outside the roadway in Easement Area.

b) The Property Owner benefitting from the utility being installed shall, at the expense of the Property Owner, return the Easement Area to substantially the same condition it was in immediately prior to said construction or repair, excepting the removal of trees, bushes and other obstructions interfering with the utility facilities.

4. **Covenants Run with Land and Termination of Easement**. All of the terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Lot Owners and their respective successors and assigns. The terms and conditions of this Agreement are an easement appurtenant to each Lot Owner and may not be transferred separately from, or severed from, title to the Lot Owner's Property. The Lot Owner and each of their respective successors and assigns as fee simple owners of the Lot Owner's Property, respectively, or any portion of the Lot Owner's Property, shall cease to have further liability under this

Agreement with respect to facts or circumstances first arising after such Lot Owner has transferred its fee simple interest in the Lot Owner's Property, respectively, except, however, for obligations that accrued during the Lot Owner's period of ownership of title.

5. The written covenants and restrictions may be modified and amended only upon the recording of an instrument to said effect duly signed by a majority of the then Lot Owners with the approval thereof by the Town Board of the Town of Waterford, Racine County, Wisconsin, as evidenced by a resolution duly adopted by the Town Board.

6. The enforcement of the restrictions and covenants contained in this Declaration of Restrictions, shall be by proceedings at law or inequity against any person or person violating or attempting to violate any covenants, either to restrain violation or to recover damages, or both. Such proceedings may be commenced by a Lot Owner or by any Lot Owner's Association formed by the Lot Owner.

7. The Lot Owners may form an unincorporated Lot Owners Association which shall be known as the Copper Creek Property Owners Association which, during its existence, shall have the authority to control all private road maintenance and maintenance of the Easement Area, including Storm Water drainage facilities.

Dated this 1 day of October, 2020.

Developer:

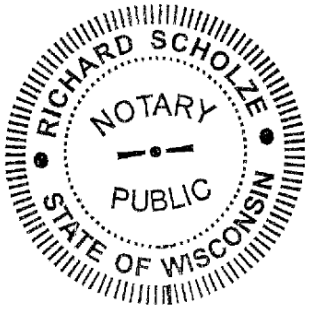
by _____
Garrett G. Foat, member

STATE OF WISCONSIN
RACINE COUNTY

Personally came before me this 1 day of October, 2020, the above named Garrett G. Foat, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____ Richard Scholze, Notary Public
Racine County, WI
My Commission: is permanent

This document was drafted by:
Attorney Brian R. Wanasek
Burlington, Wisconsin



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Exhibit "A"

SEE ATTACHED

DocuSign Envelope ID: 828F76EC-F024-409C-AF2D-19A7151C3E78 1a

TS ES

RACINE COUNTY CERTIFIED SURVEY MAP NO. 3408

BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 4 NORTH, RANGE 19 EAST, TOWN OF WATERFORD, RACINE COUNTY, WISCONSIN.

Document # 2558695
RACINE COUNTY REGISTER OF DEEDS
July 24, 2020 10:59 AM

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00

Pages: 4

OWNER/SUBDIVIDER
COPPER CREEK PASS, LLC
510 B, N. SIXTH ST.
WATERFORD, WI 53185

30-4

SURVEYOR'S CERTIFICATE:

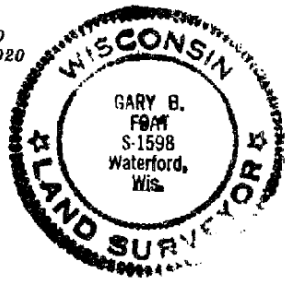
I, GARY B. FOAT, WISCONSIN PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 4 NORTH, RANGE 19 EAST, TOWN OF WATERFORD, RACINE COUNTY, WISCONSIN AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE S 87°19'12" W ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 1334.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 87°19'12" W ALONG SAID SOUTH LINE, 93.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF S.T.H. "83"; THENCE 520.19 FEET ALONG SAID EASTERLY LINE ON AN ARC OF A CURVE TO THE RIGHT, THE CHORD BEARING N 55°11'42" W, 519.58 FEET AND THE RADIUS BEING 3090.22 FEET; THENCE S 39°28'30" W ALONG SAID EASTERLY LINE, 2.00 FEET; THENCE 793.49 FEET ALONG SAID EASTERLY LINE ON AN ARC OF A CURVE TO THE RIGHT, THE CHORD BEARING N 43°01'17" W, 791.31 FEET AND THE RADIUS BEING 3092.22 FEET; THENCE N 56°15'25" E ALONG SAID EASTERLY LINE, 7.00 FEET; THENCE 104.02 FEET ALONG SAID EASTERLY LINE AND AN ARC OF A CURVE TO THE RIGHT, THE CHORD BEARING N 34°42'31" W, 104.02 FEET AND THE RADIUS BEING 3085.22 FEET; THENCE N 33°44'34" W ALONG SAID EASTERLY LINE, 368.68 FEET; THENCE N 87°15'10" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID 1/4 SECTION, 1313.02 FEET; THENCE S 00°20'40" E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID 1/4 SECTION, 1328.10 FEET TO THE POINT OF BEGINNING. CONTAINING 1,071,540 SQUARE FEET OF LAND.

THAT I HAVE MADE SAID SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF GARRETT G. FOAT, MEMBER OF THE COPPER CREEK PASS LLC, OWNER OF SAID LAND.

THAT SUCH MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVSION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE ORDIANANCES OF THE TOWN OF WATERFORD IN SURVEYING, DIVIDING AND MAPPING THE SAME.

Gary B. Foat *FEBRUARY 23, 2020*
REVISED: MAY 12, 2020
GARY B. FOAT S-1598
WISCONSIN PROFESSIONAL LAND SURVEYOR



DEGEN – FOAT SURVEYING, INC.
100 SOUTH SECOND STREET
WATERFORD, WISCONSIN 53185
(262)534-5404 (FAX)534-2022
193031\193031C1.DWG
THIS INSTRUMENT DRAFTED BY: GARY B. FOAT

EXHIBIT
tabbies
A

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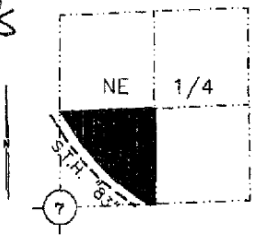
TS ES

RACINE COUNTY CERTIFIED SURVEY MAP NO. 3408

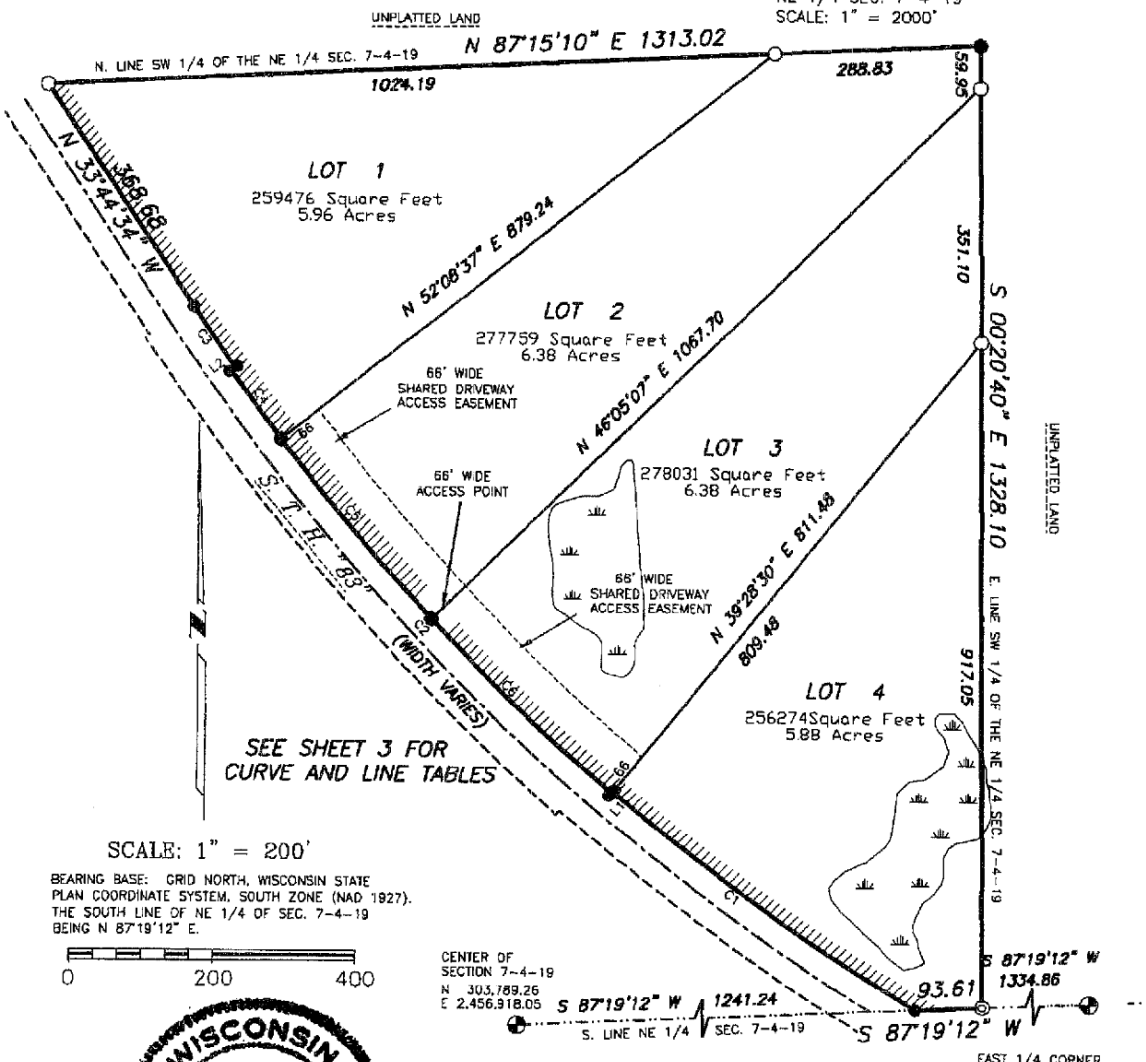
BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 4 NORTH, RANGE 19 EAST, TOWN OF WATERFORD, RACINE COUNTY, WISCONSIN.

OWNER/SUBDIVIDER
COPPER CREEK PASS, LLC
510 B, N. SIXTH ST.
WATERFORD, WI 53185

NOTE: THESE LOTS ARE TO BE DEED RESTRICTED TO NO FURTHER LAND DIVISIONS WITHOUT RACINE COUNTY AND TOWN OF WATERFORD APPROVALS.



VICINITY MAP
NE 1/4 SEC. 7-4-19
SCALE: 1" = 2000'



SCALE: 1" = 200'

BEARING BASE: GRID NORTH, WISCONSIN STATE PLAN COORDINATE SYSTEM, SOUTH ZONE (NAD 1927). THE SOUTH LINE OF NE 1/4 OF SEC. 7-4-19 BEING N 87°19'12" E.

0 200 400

LEGEND

- ⊕ – FOUND RACINE COUNTY CONCRETE MONUMENT
- ○ – SET 1" IRON PIPE, 18" IN LENGTH, 1.68 LBS./LIN. FT.
- ● – FOUND 5/8" REBAR
- ◎ – FOUND 1" I.D. IRON PIPE
- ( ) – RECORDED AS
- ▨ – APPROXIMATE 2010 DNR WETLAND SCALED FROM RACINE COUNTY GIS NOTE: WETLANDS NOT DELINEATED

WISCONSIN
GARY B. FOOT
S-1598
Waterford, Wis.
LAND SURVEYOR

FEBRUARY 23, 2020
REVISED: MAY 12, 2020

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RACINE COUNTY CERTIFIED SURVEY MAP NO. 3408

BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 4 NORTH, RANGE 19 EAST, TOWN OF WATERFORD, RACINE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

AS OWNER, I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THE MAP, I ALSO CERTIFY THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION.

TOWN OF WATERFORD
VILLAGE OF MUKWONAGO (EXTRATERRITORIAL JURISDICTION)

WITNESS THE HAND AND SEAL OF SAID OWNER THIS 2nd DAY OF July, 2020.

IN THE PRESENCE OF:

COPPER CREEK PASS, LLC
GARRETT G. FOAT
510 B, N. SIXTH ST.
WATERFORD, WI 53185

GARRETT G. FOAT, MEMBER

STATE OF WISCONSIN)
RACINE COUNTY)SS

PERSONALLY CAME BEFORE ME THIS 2nd DAY OF July, 2020, THE ABOVE NAMED GARRETT G. FOAT, MEMBER OF THE COPPER CREEK PASS LLC. TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN

IS PERMANENT
COMMISSION EXPIRES

BRENDA E. WANASEK NOTARY PUBLIC STATE OF WISCONSIN

CURVE TABLE			
	CHORD	ARC	RADIUS
C1	N 55°11'42" W 519.58	520.19	3090.22
C2	N 43°01'17" W 791.31	793.49	3092.22
C3	N 34°42'31" W 104.02	104.02	3085.22
C4	N 36°45'48" W 117.98	117.99	3092.22
C5	N 40°53'08" W 326.82	326.97	3092.22
C6	N 47°08'38" W 348.35	348.53	3092.22

LINE TABLE	
	LINE
L1	S 39°28'30" W 2.00
L2	N 56°15'25" E 7.00

FROM	ALL OF
	016-04-19-07-004-001
TO	
LOT 1	016-04-19-07-004-100
LOT 2	016-04-19-07-004-200
LOT 3	016-04-19-07-004-300
LOT 4	016-04-19-07-004-400

WISCONSIN
GARY B. FOAT
S-1598
Waterford, Wis.
LAND SURVEYOR

Gary B Foat

FEBRUARY 23, 2020
REVISED: MAY 12, 2020
SHEET 3 OF 4

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RACINE COUNTY CERTIFIED SURVEY MAP NO. 3408

BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 4 NORTH, RANGE 19 EAST, TOWN OF WATERFORD, RACINE COUNTY, WISCONSIN.

CONSENT OF MORTGAGEE:

WE, Community State Bank, MORTGAGEE OF THE ABOVE DESCRIBED PROPERTY DO HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING OF THE LAND DESCRIBED ON THIS MAP AND DO CONSENT TO THE OWNERS CERTIFICATE OF GARRETT G. FOAT.

Nicholas Borth
Business Banking Officer

STATE OF WISCONSIN)
RACINE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 20 DAY OF July, 2020.

Nicholas Borth ~~AND~~ _____ OF THE ABOVE NAMED CORPORATION,

TO ME KNOWN TO BE SUCH Business Banking officer ~~AND~~ _____ OF SAID CORPORATION AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

Andrew J. Tully
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 3-5-2021

ANDREW J. TULLY NOTARY PUBLIC STATE OF WISCONSIN

TOWN OF WATERFORD APPROVAL:

APPROVED BY THE TOWN OF WATERFORD THIS 2nd DAY OF July, 2020.

TOM HINCZ, TOWN CHAIRMAN

Tina Mayer
TINA MAYER, TOWN CLERK

VILLAGE OF MUKWONAGO EXTRATERRITORIAL PLAT JURISDICTION APPROVAL:

APPROVED BY THE VILLAGE OF MUKWONAGO THIS 17th DAY OF June, 2020.

Fred Winchowky
FRED WINCHOWKY, VILLAGE PRESIDENT

DIANA DYKSTRA, VILLAGE CLERK/TREASURER

Town of Waterford Approval of this CSM does not constitute the suitability of said land for building purposes

Impact/Cite fee is due and payable to the Township of Waterford within 14 days of issuance of a building permit.

WISCONSIN GARY B. FOAT S-1598 Waterford, Wis. LAND SURVEYOR

Gary B Foat

FEBRUARY 23, 2020
REVISED: MAY 12, 2020