24 March 2024

Wayne R. Buck, Treasurer
Falcon Heights Subdivision Property Owners
PO Box 215
Salem WI 53168

John Tramburg
Angie Tramburg
Lot 5
25811 91st St
Salem, WI 53168

Dear Neighbor,

This letter is to confirm your payment in full for Falcon Heights Subdivision Property Owners 2024 dues in the amount of $500 for lot 5. For your reference the current articles of agreement, which are binding to all members, are attached. They are titled as follows.

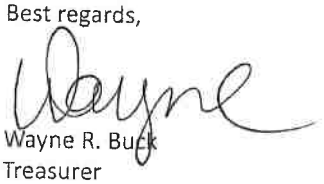
- Storm water and sewer easement management agreement Falcon Heights subdivision
- Exhibit "H": Protective covenants/deed restrictions for Falcon Heights subdivision
- Exhibit "I": By-laws of Falcon Heights Subdivision Property Owners Association Inc.
- Exhibit "K": Design guidelines for Falcon Heights subdivision

Current board members and officers are

- Board of Directors
  - Andy Dopuch, Lot 2, 25615 91st St
  - Terri Denny, Lot 15, 25814 89th Place
  - open
- President
  - Karen Shoopman, Lot 25, 25812 91st St
- Secretary
  - Tim Kelly, Lot 28, 8911 259th Ave
- Treasurer
  - Wayne Buck, Lot 23, 9016 257th Ave

On the reverse is the current contact information I have for you. Please check the information and send me a correction if there is anything in error or that needs updating. As of 24 March 2024, 28 lots have paid dues and 6 lots are outstanding. Payment was due on January 31, 2024.

Best regards,



Wayne R. Buck
Treasurer
Falcon Heights Subdivision Property Owners
PO Box 215
Salem WI 53168
wr_buck@protonmail.com

Property held in trust?	False		
Trust name			
Primary contact		Secondary contact	
First name	John	First name	Angela
Preferred first name (if different)		Preferred first name (if different)	Angie
Last name	Tramburg	Last name	Tramburg
Residence Lot	5	All lots owned	5
Mailing address	25811 91st St		
Mailing city, state, zip	Salem, WI 53168		
Phone numbers and email addresses are optional, but a preferred way to get in touch with you			
Landline	763-269-1482		
Work phone number			
Primary cell phone	308-641-7786	Secondary cell phone	
Associated person		Associated person	
Primary email address	angiejohnt@yahoo.com	Secondary email address	johntramburg@yahoo.com
Associated person		Associated person	

STORM WATER AND SEWER EASEMENT MANAGEMENT AGREEMENT FALCON HEIGHTS SUBDIVISION

THIS AGREEMENT, made and entered into by and between FALCON HEIGHTS SUBDIVISION PROPERTY OWNERS' ASSOCIATION, INC (the "Association") and STAFFORD RESIDENTIAL DEVELOPMENTS, LLC ("Developer");

RECITALS:

WHEREAS, Developers have submitted a Plat of Subdivision for a parcel of land in the Village of Salem Lakes, Kenosha County, Wisconsin, to be known as Falcon Heights Subdivision; and

WHEREAS, the Devplopers have formed a Wisconsin corporation under the Wisconsin non-stoce corporation law to serve as a property owners' association; and

WHEREAS, the Developer is the owner of the real estate shown on the Subdivision Plats as "Storm Water Management Area"; and

WHEREAS, the site grading, drainage and erosion control for both subdivisions require the construction and perpetual maintenance of retention/detention ponds and other drainage facilities within the Storm Water Management Area and the easements shown on the Plats of Subdivision; and

WHERAS, the parties desire to make provisions for the perpetual maintenance of the Storm Water Management Areas within the Subdivision.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed as follows;

1. Reservation of Storm Water Management Area. Developers hereby reserve those areas, easements and related facilities for storm water management in order to receive waters from the Falcon Heights Subdivision as well as water naturally draining into the Subdivision from surrounding areas, located in the Southwest ¼ of Section 15, Town 1 North, Range 20 East of the Fourth Principal Meridian, in the Village of Salem Lakes, Kenosha County, Wisconsin

2. Term. The term of the easements shown on the Subdivision Plan and the maintenance obligations created hereunder shall be perpetual and shall be altered and terminated only with the written consent of the owner of the Storm Water Management Area, which shall be the Association, and the Town Board of the Village of Salem Lakes, Kenosha County, Wisconsin.

3. Maintenance. The Association, at its sole cost and expense shall maintain the Storm Water Management Areas, the detention/retention ponds or basins thereon, all drainage facilities providing for the drainage of waters from the above described Subdivision, and all drainage facilities and storm sewers providing an outlet from any detention/retention pond situated within the Storm Water Management Areas. Any pond and all drainage facilities shall be maintained so as to allow the free flow of surface water into, over, across and through the Storm Water Management Areas.

Such maintenance shall include the prevention of any surface alteration of designed drainage easements by property owners.

The Association shall maintain all drainage facilities designed and constructed into the lots of the subdivision to prevent obstruction thereof and to insure the designed surface waterflow in any case where individual owners have failed to properly maintain such facilities or have obstructed designated waterflow in same manner.

4. Sewer Easement Maintenance. The Association, at is sole cost and expense shall maintain the 20 foot wide sanitary sewer easement connection the subdivision and sewer system within the line in 262nd Avenue to the West, and more particularly described as follows:

> Part of Lot 1 of Certified Survey Map No. 2108, a plat on file and of record in the Kenosha County Land Registry; lying and being in part of the Southwest Quarter of Section 15, Village of Salem Lakes, Kenosha County, Wisconsin and being more particularly described as:
>
> Beginning at a point on the east line of 262nd Avenue which is the most southwesterly corner of Lot 1 of said Certified Survey Map No. 2108 and is also the northwest corner of Lot 2 of Certified Survey Map No. 1915, a plat on file and of record; thence N 02 degrees 17'40" W along the east line of said avenue and the west line of said Lot 1, 20.00 feet; thence N 88 degrees 15'32" E 417.86 feet to the east line of said Lot 1 and the east line of the Northwest Quarter of the Southwest Quarter of said Section 15; thence S 02 degrees 17'40" E along said east line 20.00 feet; thence S 88 degrees 15'32" W 417.86 feet to the most southwesterly corner of said Lot 1, which is also the northwest corner of aforesaid Lot 2 on the east line of 262nd Avenue and the point of the beginning.

Keeping the surface free of obstruction and maintaining the grade level to permit adequate drainage of adjoining lands and prevention any accumulation of water within the easement of flooding on adjoining lands.

5. Assessments. In the event the Town Board of the Village of Salem Lakes, in its sole discretion, finds that the Association has failed to fulfill its, maintenance obligation as stated herein (after not less than 30 days' notice giving the Association an opportunity to cure its default), the Village of Salem Lakes may cause the maintenance of the Storm Water Management Area to be performed and shall levy the cost thereof as a special assessment equally against all of the lots of the Falcon Heights Subdivision, under the provisions of the Section 66.60 of the Wisconsin Statutes, the Association and the Developers here by grant to the Village of Salem Lakes a perpetual easement to enter upon all parcels designated as storm water management facilities on the Subdivision Plat, as finally approved for the purpose of maintaining he storm water drainage facilities, and preforming any work require in the Town's discretion to be performed.

6. Notice. The Secretary of the Association shall notify the Town Clerk of the Village of Salem Lakes of the name and address of the current Association representative to receive any notic or other communication from the Town relating to this Agreement.

If no such notice has been given, the registered agent of the association shall be given notice.

7. Benefit. This Agreement shall run with the title to the lands described herein and shall be binding up and inure to the benefit of the parties to this Agreement and their successors in title.

Dated November 7, 2003.

FALCON HEIGHTS SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC

By: Rick Zanow
President

Attest: Gary B. Thomson
Secretary

EXHIBIT "H"

PROTECTIVE COVENANTS / DEED RESTRICTIONS FOR FALCON HEIGHTS SUBDIVISION

Declaration of Covenant, Conditions and Restrictions for FALCON HEIGHTS SUBDIVISION, Village of Salem Lakes, Kenosha County, Wisconsin.

PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST QUARTER OF SECTION 15, TOWN 1 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF SALEM LAKES, KENOSHA COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION: THENCE S02°13'26"E ALONG AND UPON THE EAST LINE OF SAID QUARTER SECTION 1444.91 FEET: THENCE S88°18'40"W PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 1331.87 FEET AND TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER SECTION: THENCE N02°03'21"W ALONG AND UPON SAID WEST LINE 1443.67 FEET AND TO THE NORTH LINE OF SAID QUARTER SECTION: THENCE N88°15'32"E ALONG AND UPON THE SAID NORTH LINE 1327.62 FEET AND TO THE POINT OF BEGINNING. CONTAINING 44.0884 ACRES AND SUBJECT TO 256TH AVENUE OVER AND ACROSS THE ENTIRE MOST EASTERLY 50.00 FEET AND COUNTY TRUNK HIGHWAY "AH" (89TH STREET) OVER AND ACROSS THE ENTIRE MOST NORTHERLY 50.00 FEET OF THE ABOVE DESCRIBED. NET AREA = 40.9633, GROSS AREA = 44.0884

WHEREAS, we Stafford Residential Developments, LLC, herein after called "Developer" have caused FALCON HEIGHTS SUBDIVISION to be laid out in such a fashion as to maximize the picturesque landscape and to provide a Subdivision in which only homes of highly architectural standard of traditional design shall be constructed, and

WHEREAS, The Developer, in order to provide for consistent and uniform development, desires to provide for certain restrictions, conditions, covenants and easements for the Subdivision, and

WHEREAS, the declaration will carry out the aforesaid purposes and will assure each subsequent owner of property in FALCON HEIGHTS SUBDIVISION of the continuance of these high standards

NOW, THEREFORE, there are hereby imposed upon the lots and the lands known as FALCON HEIGHTS SUBDIVISION the following conditions, covenants, restrictions, and easements hereinafter set forth with, and shall ensure to the benefit thereof, and shall apply to and bind the successors in interest and any owner thereof.

Buyer(s) Initial of Acceptance ____

Buyer(s) Initial of Acceptance ____

1. **General Purposes.** The general purpose of this declaration is to help assure that FALCON HEIGHTS SUBDIVISION 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 prevent haphazard and inharmonious improvement of 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.

2. **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 21 or more of the lots in FALCON HEIGHTS SUBDIVISION 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 Village of Salem Lakes Board thereto; and

c. Record such document in the Office of the Register of Deeds of Kenosha County, Wisconsin.

3. **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.

4. **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 FALCON HEIGHTS SUBDIVISION code restrictions. No structure or part thereof erected nearer than forty (40) feet from the lot line adjacent to the street located at the side of each building. No structure or part thereof erected nearer than forty (40) feet from the lot line adjacent to the street located at the side of each building if on a cul-de-sac, with a minimum of fifteen (15) feet for side yards, and a minimum of twenty five (25) feet for rear yards.

5. **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.

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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. 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 be six (6) feet in height, and shall be of aluminum or wrought iron.

d. Fences or walls are to conform to the accompanying house design. Where pools are concerned, they are subject to approval by the Architectural Control Committee.

6. **Pets.** No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. No separate outbuildings or enclosures may be erected or kept upon any lot for the purpose of housing or restraining any animal or pet, except if such building or enclosure have a concrete paved floor and be physically attached to the residence as part thereof.

7. **Ground Filled on Building Site and Changing Contour.** Where fill is necessary on the building site 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 all dumping of fill materials shall be leveled immediately after completion of the building. All final grades of lots shall be achieved by owner of such property at time of issuance of occupancy permit. Therefore, it will be necessary, at lot owner's expense, to fill or remove, and then grade and contour lot to meet the approved grading plan. The Architectural Control Committee holds the right to request a final topographic survey of final grade on the lot of not less than thirty (30) foot intervals, to assure that design grades have been met. Any excess excavation of earth shall be removed from the building site. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot as to 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than three (3) horizontal to one (1) vertical within twenty (20) feet of any lot line. Finished grade of the house lots shall not be less than eighteen (18) inches no more than twenty-four (24) inches above the centerline grade of public road on which said house fronts. No sod, gravel, sand or soil may be removed from any lot except in connection with the construction of any building upon said lot and then only so much as necessary and essential in the furtherance of such construction. Under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

8. **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 Falcon Heights 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, undesirable trees which are not on the list of acceptable tree species found in Chapter 18 of the Village of Salem Lakes Code of Ordinances, and noxious weeds as defined by the Village of Salem Lakes of Kenosha County; the introduction of plants not indigenous to the existing environment of the preservation area; and grazing by domesticated animals. 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 FALCON HEIGHTS SUBDIVISION. All wooded parcels are subject to the DNR Protection Standards and mitigation is allowed.

9. **Landscaping.** All lots must be fully landscaped within a one (1) year period from date of occupancy. Each lot must submit a landscaping plan to the Architectural Control Committee prior

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to commencement of any landscaping work. Lawns may be permitted to plant without a landscaping plan and must be in compliance with O.C. permit. Each lot shall be required to plant three (3) trees of a 2 ¼ inch caliber. One of these trees must be place 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 one tree within the front set-back limits.

10. **Pond.** No dock piers or man-made structures shall penetrate the shoreline, and no watercraft shall be allowed to be left overnight.

11. **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.

12. **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. Larger signs may be used by by a builder to advertise the property during the sale and/or construction period, and shall not exceed six (6) square feet.

13. **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 poolhouse will be considered an outbuilding. [Please make reference to Item #18 on Page 5 of 10.] No above-ground swimming pools will be allowed. Concealment of the pool by a deck or lattice will not be considered being in-ground.

14. **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.

15. **Completion of Construction.** The interior and exterior construction of a residence shall be substantially completed and ready for occupancy within one (1) year after commencement of construction; such time of completion shall extend to the extent of any delay due to strike, lockouts and acts of God. In its sole discretion, the Architectural Control Committee 1) shall determine when a residence is substantially completed and ready for occupancy; 2) shall determine the extent of the delay due to strike, lockouts and acts of God; 3) may, for good cause, allow additional time for completion of construction; and 4) shall meet all final lot grades proposed on final grading plan.

16. **Vehicular Storage.** No outdoor storage of boats, campers, trailers, tractors, farm implements, snowmobiles, tractor trailers, recreational vehicles, motorhomes, all-terrain vehicles, motorcycles, or commercial vehicles with signs is permitted.

17. **Temporary Structures.** No structure of a temporary character, no boat, trailer, truck, no basement, tent, shack, garage, barn or other outbuildings shall be used at anytime as a residence,

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either temporarily or permanently. No building shall be moved on any lot from another location. This provision shall not prohibit the construction of an outbuilding on a lot with advance, written approval of the Architectural Control Committee, provided that such outbuilding is located on a concrete slab and is constructed of material which matches the existing residence.

18. **Outbuildings.** Theses 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 not exceed three-hundred (300) square feet, and may have a maximum length of twenty-six (26) feet, a minimum 7/12 pitch roof, any over head door or large access door shall not face the front of the street, such large doors shall be covered with material to give the appearance that it is not a door.

19. **Gazeboes.** Theses 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 with the building set back limits.

20. **Garbage or 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 Subdivision, all such equipment shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners.

21. **Other Structures and Equipment.** No above ground tank will be permitted on any lot. The location of all heat pumps, swimming pool pumps, satellite dishes, antennas and other similarly exposed mechanical devices shall be approved by the Architectural Control Committee prior to construction and shall be designed, placed, and constructed so as to be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and take into account safety concerns.

22. **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 ten (10) days after sending such notice, the Architectural Control Committee may perform said maintenance and charge the expense to the owner as a special assessment.

23. **Maintenance Requirements for Detention / Retention Ponds.**

I.ROUTINE MAINTENANCE.

A. Inspections.

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1. Inspections of the ponds shall be performed annually. The inspection should be completed, preferably, during wet weather conditions to determine if the ponds are 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 obstruction 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.

3. As-built plans shall be used for reference during the inspection procedures.

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.

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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 outlets for the ponds 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. ROUNTINE 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.

24. **Maintenance of Landscape Islands.** Maintenance of the landscape islands/cul de sacs within the two north and one southwest cul de sacs, and the sub-division entrance island shall be the responsibility of the Falcon Heights Property Owners Association. The Falcon Heights sign and small landscaped circle around the sign located on Lot #22 will be maintained by the property owner. Unless requested in writing the owner of Lot #22 to the Falcon Heights Property Owners

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Association board asking The Falcon Heights sign and small landscaped circle around the sign will be maintained by the Falcon Heights Property Owners Association. If Lot #22 owner wants the existing Falcon Heights sign to be razed or removed, the Lot #22 owner must seek out all Village of Salem Lakes requirements for the razing or removal of the sign and pay all permits and fees. Maintenance of areas to the north and east of the sidewalks bordering County Highway AH and 256th Ave shall be the responsibility of the Falcon Heights Property Owners Association.

25. **Property Owners Association.** The owner of each lot in FALCON HEIGHTS SUBDIVISION and any additions thereto shall be a member of FALCON HEIGHTS SUBDIVISION 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, all island landscaping in Subdivision 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. 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. A yearly Association fee as determined annually by the BOD shall be contributed to the Association Trust Account for the development and maintenance of all common area. 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 Village of Salem Lakes 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 Village as a special assessment against all of the properties in the Subdivision, 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 Outlots 1, 2, and 3.

26. **Modifications.** This declaration can be amended at any time by the execution by the owners of 21 of the residential lots in FALCON HEIGHTS SUBDIVISION of an amendment

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which shall take effect from the date of recording thereof. All such modifications shall be reviewed and approved by the Village Board of the Village of Salem Lakes.

27. **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 Subdivision 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 Village of Salem Lakes shall have the right, but not the obligation to enforce any provision hereof relating to lane preservation and maintenance for the benefit of the residents of the Subdivision.

28. **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 FALCON HEIGHTS SUBDIVISION Property Owners Association, Inc., the right to enforcement of this declaration as aforesaid.

29. **Storm Water Agreement to Terms.** The Storm Water Agreement/Area Easement Agreement is a part of the Covenants and Restrictions for the Subdivision and made apart thereof and recorded with said Covenants and Restrictions.

Dated _____, _____

Falcon Heights Owners Association

State of _____}
}
County of _____}

Personally came before me on this _____Day of_____, _____ the above named to me as the Falcon Heights Owners Association.

_____
Notary

Buyer(s) Initial of Acceptance ____
Buyer(s) Initial of Acceptance ____

EXHIBIT "I"

BY-LAWS OF FALCON HEIGHTS SUBDIVISION PROPERTY OWNERS ASSOCIATION INC.

Article I
General

Section 1. Adoption of Bylaws ang Applicability of Definitions. These Bylaws are adopted as the Bylaws Falcon Heights Subdivision Property Owners Association, Inc, (the "Association") a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law (Ch. 181, Wis. Stats.) to serve as an association of Owners of Lots in Falcon Heights Subdivision in the Village of Salem Lakes, Kenosha Count, Wisconsin, and any subsequent additions of said subdivision (the "Property") . The provision of these Bylaws apply to the Property and to the use and occupancy of the Property and the obligation of the Association to the Village of Salem Lakes.

Section 2. Office and Mailing Address. The initial office and mailing address of the Association and the Board of Directors of the Association ("Board of Directors") shall initially be located at PO Box 215, Salem, WI 53168.

Article II
Board of Directors

Section 1. Number and Qualification. Except for the initial Board of Directors named in the Articles of Incorporation, The Board of Directors shall be composed of three persons, each of whom shall be owners of the property, fiduciary owners, member, or employees of partnership owners, or officers, stockholders, or employees of corporate owners.

Section 2. Powers and Duties. The affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors shall have full power and authority necessary for the or desirable to complete enforcement of an administration of the Articles of Incorporation, these Bylaws and the Restriction of record.

Section3. Election and Terms Office. The members of the Board of Directors elected by the property owners shall hold office for a staggered term of three (3) years and until their respective successors shall be elected by the property owners.

Section 4. Removal of Members of the Board of Directors. At any regular or special meeting of the Property owners, any one or more of the members of the Board of Directors previously elected by the unit owners may be removed with or without cause by a majority of the authorized votes of all property owners, and a successor may be elected to fill the vacancy created.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a member by a vote of the property owners, shall be filled by a vote

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of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of the vacancy even though the members present at the meeting may be less than a quorum, and each person elected shall be a member of the Board of Directors for the remainder of the term of the member so removed until a successor is elected.

Section 6. Removed.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at the time and place as determined from time to time by a majority of the members of the Board of Directors. Notice of regular meeting of the Board of Directors shall be given to each member of the Board of Directors, by US or electronic mail, at least 48 hours prior to the time of the meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hour's notice to each member of the Board of Directors, given by US or electronic mail, and the notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on lie notice on the written request of at least one member of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to giving of the notice. Attendance by a member of the Board of Directors at any meeting of the Board shall be a waiver of notice of the tie and place of the meeting. If all members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 10. Quorum of Board of Directors. At all meeting of the Board of Directors, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. If, at any meeting of he Board of Directors, there shall be less than a quorum present, a majority of those present, any business which might have been transacted at the meeting originally called my be transacted without further notice.

Section 11. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as a Director.

Section 12. Liability of the Board of Directors. The member of the Board of Directors shall not be liable to the property owners for any mistake of judgement, failure to adhere to the provision of the Articles, or these Bylaws, negligence or otherwise, except for their own individual, willful misconduct or bad faith. It is intended that the members of the Board of Directors shall have no person liability with respect to any contracts made by them on behalf of the Association. At the option of the Board of Directors , Directors' liability insurance may be obtained and shall be paid for as a common expense.

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Section 13. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. The consent shall have the same force and effect as a unanimous vote.

ARTICLE III
Property Owners

Section 1. Annual Meetings. During annual meetings, expiring Board of Directors position(s) shall be elected by ballot of the property owners. The property owners may transact other business at the meeting as may properly come before them.

Section 2. Place of Meeting. Meeting of the property owners shall be held at any suitable place as may be designated by the Board of Directors.

Section 3. Notice of General Meetings. The Secretary shall notify, via US or electronic mail to each property owner of record a notice of each meeting of the unit owners at least 21 days prior to the meeting, stating the purpose of the meeting as well as the time and place where it is to be held.

Section 4. Adjournment of Meetings. Any meeting of property owners at which a quorum has or has not attended may be adjourned at the option of the property owners by a majority of eh authorized votes of the owners who are present, in either in person or by proxy, at the meeting.

Section 5. Voting. Each Lot shall have one vote. Each Lot owner shall furnish the Association with the owner's name and current mailing address. No lot owner may vote at meetings of the Association until this information is furnished. The owner of owners of each Lot, or some person designated by the owner or owners to act as proxy and who need not be an owner, shall be entitled to cast the vote belonging to the unit at all meetings of the owners. The designation of any proxy shall be made in writing to the Secretary and shall be revocable at any time by written notice to the Secretary. Each property owner shall be entitled to cast at all meeting of the owners the vote belonging to teach Lot owner. Where ownership is in the name of two or more persons, the vote may be cast by any one joint owner; provided, however, that if any joint owner protests promptly the casting the vote to the person presiding over the meeting or files a written statement with the Secretary sating that thereafter the vote must be cast pro-rate by all joint owners in accordance with their interest in the unit. Where the lot is sold under a land contract, the land contract venue shall be entitled to vote the vote for that Lot, (where there are two or more vendees, they shall be considered joint owners).

Section 6. Quorum. Except as otherwise provided in the Bylaws, the Presence in person or by proxy of 13 of the total authorized votes of all owners shall constitute a quorum at all meeting of the property owners.

Section 7. Majority Vote. The vote of the majority of the owners at a meeting which a quorum shall be present shall be binding upon all owners for all purposes.

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Section 8. Membership. All property owners shall be members of the Association.

ARTICLE IV
Officers

Section 1. Designation, Election and Removal. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may appoint such other officers as, in its judgement, may be necessary. Any two or more offices may be held by the same person except the offices of President and Secretary and the President and Vice President. Any officer may, with or without cause, be removed by the Board of Directors, and a successor selected, by majority vote of the members of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting called for that purpose.

Section 2. President. The President shall be the chief executive officer of the Association and shall preside at all meeting of the property owners and the Board of Directors. The President shall have all the general powers and duties of the President of a stock corporation organized under the Wisconsin Business Corporation Law including, but not limited to, the power to appoint property owners to any committee with is establish under these bylaws.

Section 3. Vice President. The Vice President shall take the place of and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be requested by the Board of Directors or by the President.

Section 4. Secretary. The Secretary shall keep the minutes of all meeting s of the owners and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct. And shall, in general, perform all the duties of the Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at the meeting of the Association.

Section 5. Treasurer. The Treasurer shall be responsible for the Association funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposits of all monies and other valuable effects in the name of the Association in such depositories as may from time to timed be designated by the Board of Directors and shall, in general perform all the duties of the Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

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Section 6. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by any two officers or by such other persons as may be designated by the Board of Directors.

Section 7. Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE V
Operation of the Property

Section 1. Determination of Common Expenses. The BOD shall, at least annually, prepare a budget for the property, determine the amount of the common expenses for the forthcoming year and allocate and assess the common expenses against the owners according to the Declaration of Restrictions, Covenants, and Easements, the Articles of Incorporation and as allow by Wisconsin law. The common expenses may also include such amounts as the BOD may deem proper for the operation and maintenance of the Property including, without limitation, an amount for working capital and for general operating reserves. The BOD shall advise each property owner in writing the amount of the common expenses assess to each owner.

Section 2. Payment of Common Expenses. All owners shall pay the common expenses assessed by the BOD pursuant to the provisions of Section 1 of this article, at such time or times as the BOD shall determine.

Section 3. Collection of Assessments. The BOD shall assess common expenses against the owners from time to time at least annually and shall take prompt action to collect from an owner any assessment due which remains unpaid by the owner for more than 30 days from the due date for its payment.

Section 4. Default in Payment of Common Expenses. In the event of default by any owner in paying to the BOD the assessed common expenses, the property owner shall be obligated to pay interest at the rate of 10 percent per year, or the highest rate allowed by law if less than 10 percent per year, on the common expenses from the due date, together with all expenses, including attorney's fees, incurred by the BOD in any proceeding brought to collect the unpaid common expenses. The BOD shall have the right and duty to attempt to recover the common expenses, together with interest, and the proceedings, including attorney's fees, in action brought against the property owner, or by foreclosure of the lien on the property granted by Wisconsin law. The BOD shall also have the right to prohibit an owner from voting at a meeting of the Association if the Association has recorded a statement of lien on the lot, and the amount necessary to release the lien has not been paid at the time of the meeting.

ARTICLE VI
Subdivision Restrictions / Storm Water Management Agreement

Section 1. Notice of Restrictions. Falcon Heights Subdivision has been subjected to a Declaration of Restrictive Covenants which provides from maintenance of common areas

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and facilities. Each lot, and lot owner in the subdivision is bound by the terms and conditions contain in the Restrictive Covenants.

Section 2. Performance by Association. In the event any lot owner shall be in default under the terms of the Restrictive Covenants, the Association, acting through its BOD, shall have the right to remedy such default and to recover the costs of such action against the defaulting lot owner as a special assessment levied and collected in the same manner as assessments under Section 779.70 Wisconsin Statutes. In addition, the Association has perpetual maintenance responsibility regarding storm water drainage facilities, conservancy areas, wetlands, and landscaping with the subdivision which shall be chargeable to the lot owners under Section 779.70 Wisconsin Statutes and which, in the event of default by the Association, may be undertaken by the Village of Salem and charged as a special assessment on all lots in the subdivision. The association shall have the additional right to bring legal action against any owner to compel compliance with the recorded restrictive covenants.

Section 3. Storm Water Management Agreement. The Association has entered into a separate Storm Water Management Agreement with the Village of Salem Lakes which is part of the Developers Agreement and appended to these Bylaws as Exhibit A and which has been recorded in the Register of Deeds' office for Kenosha County. Pursuant to that agreement the Association shall, at its expense, provide all future maintenance and repairs of all storm water drainage facilities located within the subdivision, and shall defray the expenses thereof as part of the assessments levied under Section 779.70 Wisconsin Statutes.

Section 4. Amendment Prohibited. The provisions of this Article VI may not be amended by the Association members without consent of the Village of Salem Lakes Board.

ARTICLE VII
Miscellaneous

Section 1. Notices. All Notices to the BOD or the Association shall be sent by registered or certified mail to the office of the BOD or to such other address as the BOD may hereafter designate from time to time.

Section 2. Invalidity. The invalidity of any or part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 3. Captions. The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision of these Bylaws.

Section 4. Singular-Plural. The use of singular in these Bylaws shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or enforcement, regardless of the number of violation or breaches which may occur.

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ARTICLE VIII
Fiscal Year

Section 1. Adoption of Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year.

ARTICLE IX
Amendment to Bylaws

Section 1. Amendments to Bylaws. Except as otherwise provided herein, these Bylaws may be modified or amended by vote of at least 21 of the authorized votes of all property owners, which vote shall be taken at a meeting of property owners duly held for that purpose.

Approved and Accepted By:

(Name) Board Member

(Name) Board Member

(Name) Board Member

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EXHIBIT "K"

DESIGN GUIDELINES FOR FALCON HEIGHTS SUBDIVISION

1. **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	2200 sq. ft.
Two Story	2850 sq. ft., with not less than 1600 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.

2. **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.

3. **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.

4. **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. All windows shall be of wood frame construction and may have a pre-finished aluminum cladding from the manufacturer. No all-vinyl, aluminum, or fiberglass windows shall be permitted. No vinyl or aluminum skirting covering the foundation shall be permitted.

5. **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 7/12 pitch or greater, or as approved by the Architectural Control Committee.

6. **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. At no time shall a projection of building be used to contain a fireplace, unless it is treated in a way that it is not obvious that the projection is being used as a fireplace. The projection must be treated with 45° corners, and cannot be flush or closer than twelve (12) inches from the fascia board line.

7. **Window Treatments.** Window treatments which face the exterior such as grilles and trim work shall be consistent on all sides of home, except for specialty windows and windows that are in a different field of exterior finish. Such as a window in a brick veneer area does not have to conform to a window in a different field of siding or veneer except for grilles. Historic-style homes window treatments will be subject to Architectural Control Committee approval.

8. **Garages.** A minimum two- (2) 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 recommended that all garages be side-load in nature.

9. **Driveways.** To minimize dust and to enhance the appearance of the Subdivision, 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. Approaches from curb, and including sidewalk, shall be concrete. Owner shall construct approach and sidewalk section per Village of Salem Lakes standards. 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.

10. **Mailboxes.** All mailboxes shall be purchased or replaced if damaged by the property owner. The style of mailbox will be consistent for all lots, and there shall be no deviation to this item. The mail box spec is Whitehall Products (Street Side Mailbox) French Bronze Model #16000 and has a lifetime warranty.

11. **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.

12. **Fascia.** All fascia must be a minimum of 8" [eight inches] in height of nominal dimension.

13. **Wall Heights.** 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.