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RACINE COUNTY REGISTER OF DEEDS
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Karie Y. Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
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Document Number

Declaration of Restrictions, Covenants and Easements

After recording return to:

Bear Real Estate Group
4011 80th Street
Kenosha, WI 53142

See Attached Exhibit A

Parcel Identification Number

4863-2604-3405.9

CANOPY HILL SUBDIVISION
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (this "Declaration"), is made by Canopy Hill Development, Inc., a Wisconsin corporation (the "Developer") and BREG Canopy Hill LLC, a Wisconsin limited liability company ("BREG").

RECITALS

WHEREAS, the Developer and BREG are the owners of the certain real property located in the Village of Union Grove, County of Racine, State of Wisconsin (the "Village"), known as Canopy Hill, a subdivision (the "Subdivision");

WHEREAS, the Developer and BREG desire to subject the Subdivision as described on the attached Exhibit A-1, which describes the real property owned by Developer, and Exhibit A-2, which describes the real property owned by BREG, which together constitute Lots 1 through 76 and Outlots 1 through 9 as shown on the Final Plat, which is made a part hereof and described in Article II of this Declaration (the "Property"), to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration, each and all of which is and are for the benefit of the Developer, BREG, the Village, and the Property and each owner thereof, and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, it is the intention of the Developer and BREG that the Developer will initially develop the Property into seventy-six (76) single-family lots.

DECLARATION

NOW, THEREFORE, the Developer and BREG hereby declares that the Subdivision is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

ARTICLE I

DEFINITIONS

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

1.1 "Association" shall mean and refer to Canopy Hill Subdivision Homeowners Association, Inc.

1.2 "Board of Directors" shall have the meaning as set forth in the Articles of Incorporation for the Association.

1.3 "Common Areas" shall mean Outlots 1 through 9 as shown on the Final Plat.

1.4 "Developer" shall collectively mean Canopy Hill Development, Inc., a Wisconsin corporation or an assignee of Developer, provided an Assignment of Developer's Rights is recorded in the office of the Register of Deeds for Racine County, Wisconsin. The "Developer" may also mean the ACC and vice versa, with respect to any required approval and review process under the Declaration.

1.5 "Final Plat" shall mean the Canopy Hill Plat recorded on September 24, 2021 as Document No. 2606714 in the office of the Register of Deeds for Racine County, Wisconsin.

1.6 "Lot" shall mean and refer to Lots 1 through 76 as shown on the Final Plat.

1.7 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV hereof.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.9 "Property" shall mean and refer to all existing properties as are subject to this Declaration, as identified on the attached Exhibit A.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit A-1 and Exhibit A-2 attached hereto and as shown on the Final Plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Racine County, Wisconsin. The term "Existing Property" as used in this Declaration shall refer to all property which is subject to the provisions hereof.

2.2 Additions to the Property. The Developer may, from time to time and in its sole discretion, subject all or a portion of adjacent property now or in the future owned by the Developer to this Declaration as additions to the Subdivision, by appropriate reference hereto. The additions authorized herein shall be made by filing a supplemental declaration for record in the office of the Register of Deeds for Racine County with respect to the additional property which shall extend

the scheme of the restrictions and covenants of this Declaration to such property, including increasing the number of Members and votes in the Association and the amount of land owned by the Association (a "Supplemental Declaration"). Such Supplemental Declaration may contain such complementary additions and modifications of the restrictions and covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the additional property and as are not inconsistent with the scheme of this Declaration. Such Supplemental Declaration may also provide for the use and enjoyment of the Common Areas by the owners of lots contained within the additional lands which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the lands described therein shall become a part of the Property and shall be subject to all of the terms of this Declaration.

ARTICLE III

GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subjected to this Declaration to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for an entrance to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure an appropriate development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for an appropriate type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the Village zoning ordinances. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling not exceeding two (2) stories or thirty-five (35) feet in height, and a private attached garage. Notwithstanding anything contained herein to the contrary, the Developer and its designee may use such Lots for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.3 Architectural Control. No building, fence, wall, swimming pool driveway, deck, sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be

made without the prior, written approval of an Architectural Control Committee (the "ACC") composed of three (3) representatives appointed by the Board of Directors. In the event an Owner desires to obtain approval from the ACC as described in this Section, the Owner shall submit the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same to the ACC for review as to the quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration. Notwithstanding anything to the contrary, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this Section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The Developer, or ACC, may in its discretion, relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the Final Plat or the requirements of the Village ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

3.4 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.5 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

(a) Not less than 1,650 square feet for a one-story dwelling;

(b) Not less than 2,100 square feet for a two-story with a minimum first floor area of 1,000 square feet;

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

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.6 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the last approved master grading and drainage plans (the "Grading Plans") on file with the Village Engineer. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances as set forth on the Final Plat and provided by applicable Village ordinance.

(b) Within each set of building construction plans for a Lot submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the Final Plat (each a "Lot Survey"). Each Lot Survey shall also show the location of proposed driveways, sidewalks, other walkways and landscaping (except topsoil and grass) on said Lot. Upon written petition of an Owner to the ACC and the Village Engineer, the ACC, with the written approval of the Village Engineer, may make modifications to the final first floor grade of the proposed dwelling. The landscaping and drainage of the Lot shall conform to the Grading Plans.

(c) Each Owner shall be responsible for ensuring that drainage from said Owner's Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the Grading Plans as these plans are amended by the Developer from time to time, subject to Village approval. Minor changes from said Grading Plans, where these changes do not violate the purpose, spirit and intent of said Grading Plans, shall be reviewed and may, if for good and sufficient reasons, be approved by the ACC and the Village; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(d) Upon the approval of the building grades by the ACC, the applicant shall, to the extent necessary, file the approved grades with the Village for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled off site and disposed, at the Lot Owner's cost.

3.7 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. Paving of driveways,

construction of sidewalks as shown on the Lot Plat for each lot, other walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of an occupancy permit from the Village for each lot or dwelling.

3.8 Easements/Dedications/Obligations.

(a) Easements-General. Certain easements affecting the Property may be recorded on the Final Plat. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer or BREG on the Final Plat or hereafter to be granted (and/or retained) by the Developer or BREG or their successors and assigns to the Village, or to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable TV and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the Final Plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the Final Plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Village; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Village and/or any other party having an interest in the respective easement area.

(b) Setbacks. The minimum street setback, side yard, total side yard, rear yard, corner lot front yard, corner lot side yard and on other such areas as delineated on the Final Plat (the "Setback Areas") are reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the Final Plat.

(c) Dedications, Easements and Covenants for Outlots. Pursuant to requirements set forth in the Final Plat, Developer will convey an undividable one-seventy

sixth (1/76th) interest in the Outlots to each Owner of Lots 1 through 76. The Developer and any subsequent owner of Lots 1 through 76 shall transfer such interest in the Outlots to any subsequent purchaser of Lots 1 through 76. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the Final Plat. Outlot 1, Outlot 2, Outlot 3 and Outlot 4 shall be maintained by the Association for storm water retention purposes (the "Stormwater Outlots"). Outlot 6 shall be maintained by the Association for sanitary sewer and water main utilities. Outlot 5, Outlot 7, Outlot 8 and Outlot 9 shall be maintained by the Association as open space. The Association shall be responsible for completing all necessary repairs, alterations, snow removal (if applicable), and all required maintenance in order to ensure that the Outlots remain in an unobstructed condition so as to maintain their intended purposes. Construction of any building, grading or filling in the Outlots is prohibited unless approved by the Developer and the Village. No filling or other activity or condition detrimental to the function of the Stormwater Outlots as stormwater drainage facilities shall occur or exist within the Stormwater Outlots or on the surrounding lands without the written approval of the Developer and the Village. From time to time in the Village's discretion, the Village shall have the right (but not the responsibility) to inspect, repair or restore the Outlots to their intended purpose. Any expenses incurred by the Village for said inspection, repair or restoration may be placed against the tax roll for the Association and collected as a special charge by the Village. The obligations contained within this Section and as imposed by the Final Plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the Village, the Developer and the Association. The Developer, its successors, assigns, and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Village. The Association and its Members shall be bound by the above mentioned covenants and such similar covenants as are contained in the Final Plat.

3.9 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Village ordinances and applicable state and federal laws, as may be amended from time to time (collectively, "Laws"). No Lot shall be further divided or combined without the approval of the Village except for lot line adjustments permitted under Village ordinances. The requirements under Village ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Village ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the Village ordinances, the Village ordinance shall control, provided that the Village ordinance is stricter than the provision contained herein. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration, shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval.

3.10 Landscape Requirements. All landscape plans shall be subject to the approval of the ACC Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the ACC shall be completed within one (1) year from the date of issuance of an occupancy permit by the Village, except as set forth herein, and shall be properly maintained thereafter.

3.11 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

(a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

(b) No vehicle, truck, trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, pickup trucks, passenger vans, or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

(c) No solar panels, external antennae, including satellite dishes (excepting satellite dishes of not greater than 24" in diameter), television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without the prior written approval of the ACC.

3.12 Accessory Structures. Accessory structures included but not limited to garages, gazebos, pergolas, sheds, may not be constructed without the prior written approval of the ACC. Color schemes and materials for accessory structures shall be reasonably matched to the principal residence.

3.13 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of three (3) dogs or cats, or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any commercial purposes. Dog runs, outside dog houses, or other such outside animal shelters are prohibited.

3.14 Garages; Parking and Concrete Driveway Approaches.

(a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than two (2) and not more than four (4) stalls for each one (1) family dwelling

built upon such Lot and shall be connected to the street by a properly surfaced concrete, paver, stone, or brick driveway (such driveway shall be installed and completed within one (1) year from the date of issuance of any occupancy permit).

(b) The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the discretion and approval of the ACC.

3.15 Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered, or modified shall specify on the construction plans roofing materials (including dimensional shingles) acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.

(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the ACC.

3.16 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used (i.e., brick, stone, wood, vinyl or other similar materials acceptable to the ACC) and the construction shall be carried out with the material(s) as approved by the ACC. Not less than fifteen percent (15%) of the front façade of any residence shall consist of brick, stone or other natural product approved by the ACC. Notwithstanding the foregoing, vinyl or aluminum materials shall be permitted for soffit and fascia.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

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

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

3.17 Curb Cuts. Curb cuts for driveways shall be made to Village standards at the expense of the lot owner, who shall be fully responsible for compliance with Village standards.

3.18 Fences and Walls. No fence or wall shall be permitted which does not comply with Village ordinances regulating the same. Additionally, no fence shall be constructed unless approved in advance by the ACC. Notwithstanding the foregoing, no fence shall be permitted unless the style is open and transparent in nature, such as a (regardless of material) traditional wrought iron presentation. No opaque or chain link fences of any kind shall be permitted.

3.19 Swimming Pools. All outdoor swimming pools shall comply with Village ordinances. No swimming pool shall be constructed above ground level and all pools shall be protected by proper fencing or screening not exceeding six (6) feet in height. Specifications and location of the pool must be approved by the ACC prior to construction.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Membership and Voting Rights. Each Owner shall be a Member of the Association. Such membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (1) vote in the Association for each Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

4.2 Directors.

(a) Until the first meeting of the Members as described in the Bylaws or until the Developer designates otherwise, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) The Board of Directors shall consist of three (3) members, two (2) of which shall be designated by the Developer and one (1) of which shall be elected by the Members at each annual meeting of Members. The member of the Board of Directors elected by the Members shall serve for a term of three (3) years, or until his or her respective successor has been elected by the Members. The members of the Board of Directors shall not be entitled to any compensation for their services as members.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

5.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in any Common Areas which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Title to and Maintenance of Outlots. Developer will convey and quit claim an undividable one-seventy sixth (1/76th) interest in the Outlots to each Owner of Lots 1 through 76. The Developer and any subsequent owner of Lots 1 through 76 shall transfer such interest in the Outlots to any subsequent purchaser of Lots 1 through 76. Pursuant to the Final Plat, the Outlots will have no value for assessment purposes but the one-seventy sixth (1/76th) interest held by each owner of Lots 1 through 76 will be assessed with the corresponding Lot. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas. The Association shall be responsible for the due care and maintenance of all such Outlots. The Owners agree that the Association shall have the right to execute documents and carry out any actions permitted by this Declaration with respect to the Outlots, including, but not limited, to the rights and actions described below in Section 5.3(a)-(c).

5.3 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association or the Village to repair said damaged areas; the Association or the Village shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to Village approval. The amount necessary for such repairs, together with twenty-five percent (25%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.4 Right to Enter and Maintain. The Developer and the Association are hereby granted an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, replacing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments, landscaping or other improvements which benefit other Outlots, Lots and/or the Subdivision as a whole, in addition to benefitting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the Village, the Village, following prior written notification to the Developer and Lot Owner, as applicable, may, if necessary, maintain such facilities in good working order and appearance, enter upon any Lot in

order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Village and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs. The Association shall reimburse any costs incurred by the Developer for any actions taken to repair or maintain landscaping and improvements located within or servicing the Subdivision.

5.5 Disclaimer. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. The Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

ARTICLE VI

COVENANT FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; and (3) other special assessments as provided herein. All such assessments, together with interest thereon and costs of collection thereof, including actual attorney's fees incurred by the Developer or the Association, as the case may be, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer and BREG shall not be liable to the Association for the assessments provided for in this Article VI of the Declaration, for any Lot owned by the Developer or BREG in the Subdivision. Every subsequent Owner, who has purchased a Lot from the Developer, BREG or any other Owner, shall be subject to said assessment and shall pay the same or prorated amount in the year of closing to the Association. Any deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

6.2 Initial Assessment. At the time of closing of each initial sale of a lot from the Developer, the buyer shall pay to the Association an initial assessment of $395.00 which shall be deposited into the Association's general fund. Additionally, upon any subsequent sale (other than to any affiliate or related entity of the Developer) or transfer of any lot, the buyer of any such lot shall also pay such an initial assessment of $395.00 to the Association. Further, the transfer of four (4) or more Lots to a single buyer or grantee shall be exempt from this assessment.

6.3 Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the health, safety and welfare of the Owners and, in particular, (i) for the maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein; and (ii) the maintenance, operation and replacement of any roads, sidewalks, paths, surface and storm water drainage facilities, sanitary sewer and water facilities, landscaping (including, but not limited to the landscaping located within the main boulevard entrance on 58th Street) located on or adjacent to or serving the Property; and (iii) for the cost of labor, equipment, materials, insurance, management and supervision of the items described in (i) and (ii) above and fees paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.

(b) Determination of the Assessment. The Board of Directors shall prepare a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.3(a). Upon its adoption and approval of the annual budget, the Board of Directors shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally.

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board of Directors shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in quarterly or monthly installments if approved by the Board of Directors), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board of Directors, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

(d) Date of Commencement of Annual General Assessments. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

6.4 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two (2) succeeding years (or longer if deemed necessary in the reasonable discretion of the Board of Directors) for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances located within any water drainage easement area.

6.5 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.6 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges, or liens.

6.7 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.

6.8 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to Fifty Dollars ($50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.

6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of levy, then the Board of Directors may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Racine County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wis. Stat. § 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.10 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the Final Plat.

ARTICLE VII

ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. Except as otherwise set forth herein, this Declaration and the covenants contained herein and on the Final Plat are enforceable only by the Developer, the Village, an Owner, and/or the Association, or such person or organization specifically designated by the Developer, in a document recorded in the office of the Racine County Register of Deeds, as its assignee for the purpose thereof.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the Final Plat shall be enforceable by the Developer and its assigns, and/or the Association, and/or an Owner, and/or the Village (but the Village shall have no obligation to enforce the same and may do so in its discretion) in any manner provided by law or equity, including but not limited to one or more of the following:

(a) Injunctive relief;

(b) Action for specific performance;

(c) Action for money damages as set forth in this Declaration; and

(d) Performance of these covenants by the Developer, the Association, or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the Village describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association, or the Village for the actual costs (plus fifteen percent (15%) for overhead) related to or in connection with performing these covenants.

7.3 Reimbursement. Any amounts expended by the Developer, the Association, and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer, the Association, and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a maintenance lien.

7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns, the Association, an Owner, and/or the Village to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

7.5 Right to Enter. The Developer, the Association, and/or the Village shall have the right to enter upon any building site or Lot within the Subdivision for the purpose of ascertaining whether the Owner of a Lot is complying with these covenants and if the Developer, the Association, and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of an Owner in default hereof.

7.6 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the Final Plat.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer and shall be for the benefit of and be enforceable solely by the Association for a period of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the Owners of seventy-five percent (75%) of the Lots and the Developer has been recorded, agreeing to terminate this Declaration in whole or in part. This Declaration may be amended at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be determined as provided in Article IV). Such written declaration shall become effective upon recording in the office of the Register of Deeds of Racine County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

8.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when emailed, mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

8.3 Enforcement. To the extent that other specific remedies are not provided herein, upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within thirty (30) days after notice, or if a second occurrence of such

violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of Five Hundred Dollars ($500.00) and an additional fine of One Hundred Dollars ($100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of eighteen percent (18%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

[Signature page follows]

IN WITNESS WHEREOF, Declarant and BREG have caused this instrument to be signed this 24th day of June, 2022.

Canopy Hill Development, Inc.

By: _____
Name: Stephen R. Mills
Title: President

STATE OF WISCONSIN)
) ss.
COUNTY OF Kenosha)

Personally came before me this 24th day of June, 2022, Stephen R. Mills of Canopy Hill Development, Inc., who acknowledged the foregoing document for the purposes recited therein on behalf of said Canopy Hill Development, Inc.

SARA TRONGEAU NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Sara Trongeau
Notary Public, State of Wisconsin
My Commission: expires 8/25/25

[signatures continue on following page]

BREG Canopy Hill, LLC

By: _____
Name: Stephen R. Mills
Title: Authorized Member

STATE OF WISCONSIN)
) ss.
COUNTY OF Kenosha)

Personally came before me this 24th day of June, 2022, Stephen R. Mills of BREG Canopy Hill, LLC, who acknowledged the foregoing document for the purposes recited therein on behalf of said BREG Canopy Hill, LLC.

SARA TRONGEAU NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Sara Trongeau
Notary Public, State of Wisconsin
My Commission: expires 8/25/25

This document drafted by:
Katherine R. Rist of Foley & Lardner LLP
150 E. Gilman Street
Madison, WI 53703

EXHIBIT A-1

Legal Description of Property Owned by Developer

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, and a 62/76 interest in Outlots, Canopy Hill, being all of Lot 1 and Lot 3 of Certified Survey Map No. 3459, and all of Lot 9 and Lot 11 of Certified Survey Map No. 3457, and all of Lot 12 and Lot 13 of Certified Survey Map No. 3460, and a part of Lot 3 of Certified Survey Map No. 2823, located in the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Northeast 1/4 of Section 30 and part of the Southeast 1/4 of the Southeast 1/4 of Section 19, all in Township 3 North, Range 21 East, Village of Union Grove, Racine County, Wisconsin.

Lot	Key No:	Lot	Key No:
1	51-186-03-21-30-001-201	32	51-186-03-21-30-001-232
2	51-186-03-21-30-001-202	33	51-186-03-21-30-001-233
3	51-186-03-21-30-001-203	34	51-186-03-21-30-001-234
4	51-186-03-21-30-001-204	35	51-186-03-21-30-001-235
5	51-186-03-21-30-001-205	36	51-186-03-21-30-001-236
6	51-186-03-21-30-001-206	37	51-186-03-21-30-001-237
7	51-186-03-21-30-001-207	38	51-186-03-21-30-001-238
8	51-186-03-21-30-001-208	39	51-186-03-21-30-001-239
9	51-186-03-21-30-001-209	40	51-186-03-21-30-001-240
10	51-186-03-21-30-001-210	41	51-186-03-21-30-001-241
11	51-186-03-21-30-001-211	42	51-186-03-21-30-001-242
12	51-186-03-21-30-001-212	43	51-186-03-21-30-001-243
13	51-186-03-21-30-001-213	44	51-186-03-21-30-001-244
14	51-186-03-21-30-001-214	45	51-186-03-21-30-001-245
15	51-186-03-21-30-001-215	46	51-186-03-21-30-001-246
16	51-186-03-21-30-001-216	47	51-186-03-21-30-001-247
17	51-186-03-21-30-001-217	48	51-186-03-21-30-001-248
18	51-186-03-21-30-001-218	49	51-186-03-21-30-001-249
19	51-186-03-21-30-001-219	50	51-186-03-21-30-001-250
20	51-186-03-21-30-001-220	51	51-186-03-21-30-001-251
21	51-186-03-21-30-001-221	52	51-186-03-21-30-001-252
22	51-186-03-21-30-001-222	53	51-186-03-21-30-001-253
23	51-186-03-21-30-001-223	54	51-186-03-21-30-001-254
24	51-186-03-21-30-001-224	55	51-186-03-21-30-001-255
25	51-186-03-21-30-001-225	56	51-186-03-21-30-001-256
26	51-186-03-21-30-001-226	57	51-186-03-21-30-001-257
27	51-186-03-21-30-001-227	58	51-186-03-21-30-001-258
28	51-186-03-21-30-001-228	59	51-186-03-21-30-001-259
29	51-186-03-21-30-001-229	60	51-186-03-21-30-001-260
30	51-186-03-21-30-001-230	61	51-186-03-21-30-001-261
31	51-186-03-21-30-001-231	62	51-186-03-21-30-001-262

EXHIBIT A-2

Legal Description of Property Owned by BREG

Lots 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, and 76 and a 14/76 interest in Outlots, Canopy Hill, being all of Lot 1 and Lot 3 of Certified Survey Map No. 3459, and all of Lot 9 and Lot 11 of Certified Survey Map No. 3457, and all of Lot 12 and Lot 13 of Certified Survey Map No. 3460, and a part of Lot 3 of Certified Survey Map No. 2823, located in the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Northeast 1/4 of Section 30 and part of the Southeast 1/4 of the Southeast 1/4 of Section 19, all in Township 3 North, Range 21 East, Village of Union Grove, Racine County, Wisconsin.

Lot	Key No:
63	51-186-03-21-30-001-201
64	51-186-03-21-30-001-202
65	51-186-03-21-30-001-203
66	51-186-03-21-30-001-204
67	51-186-03-21-30-001-205
68	51-186-03-21-30-001-206
69	51-186-03-21-30-001-207
70	51-186-03-21-30-001-208
71	51-186-03-21-30-001-209
72	51-186-03-21-30-001-210
73	51-186-03-21-30-001-211
74	51-186-03-21-30-001-212
75	51-186-03-21-30-001-213
76	51-186-03-21-30-001-214

MORTGAGEE CONSENT
(Tri City National Bank)

The undersigned, being the holder of that certain Mortgage dated December 10, 2021, and recorded in the official public records of Kenosha County, Wisconsin on December 22, 2021 as Document No. 2616132 (together, with all present and future amendments, supplements, restatements, extensions, and renewals of such instrument, the "Mortgage"), does hereby (i) consent to the terms and conditions of this Declaration and (ii) agrees that the Mortgage and the undersigned's interest in the Property are and shall be subject and subordinate in all respects to the Declaration. In the event of any foreclosure or acquisition of title to any portion of the Property by the undersigned or any successor-in-interest to the undersigned, the Declaration shall not be disturbed and shall remain in full force and effect.

Dated this 24th day of June 2022.

Tri City National Bank

By: _____
Name: John W. Kalbers
Title: Vice President

STATE OF WI)
) SS.
COUNTY OF Kenosha)

Personally came before me this 24th day of June, 2022, the above-named John W. Kalbers, to me known to be the Vice President of Tri City National Bank, who executed the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained on behalf of said Tri City National Bank.

[SEAL]

SARA TRONGEAU NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
Name: Sara Trongeau
State of Wisconsin, County of Kenosha
My Commission expires: 8/25/25

MORTGAGEE CONSENT
(The Newport Group, Ltd.)

The undersigned, being the holder of those certain Mortgages dated December 10, 2021, and recorded in the official public records of Kenosha County, Wisconsin on December 22, 2021 as Document Nos. 2616136 and 2616150 (together, with all present and future amendments, supplements, restatements, extensions, and renewals of such instrument, the "Mortgages"), does hereby (i) consent to the terms and conditions of this Declaration and (ii) agrees that the Mortgages and the undersigned's interest in the Property are and shall be subject and subordinate in all respects to the Declaration. In the event of any foreclosure or acquisition of title to any portion of the Property by the undersigned or any successor-in-interest to the undersigned, the Declaration shall not be disturbed and shall remain in full force and effect.

Dated this 24th day of June 2022.

The Newport Group, Ltd.

By: _____
Name: Raymond C. Leffler
Title: President

STATE OF WI)
) SS.
COUNTY OF Kenosha)

Personally came before me this 24th day of June, 2022, the above-named Raymond C. Leffler, to me known to be the President of The Newport Group Ltd., who executed the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained on behalf of said The Newport Group Ltd.

[SEAL]

SARA TRONGEAU NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
Name: Sara Trongeau
State of Wisconsin, County of Kenosha
My Commission expires: 8/25/25