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DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR THE REGENT SUBDIVISION, MOUNT PLEASANT, WI

Document Title Above

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $59.00

59

Return to **Name and Address** Below

CHRIS MORGAN

1230 corporate Center Dr.
Suite 200

Oconomowoc, WI 53066

See Attached

Parcel ID Number(s)

Cover Sheet/ljh/05/05

0000709

THE REGENT
FROM
151-03-22-26-066-003

TO

LOT#	PARCEL#		LOT#	PARCEL#
1	151-03-22-26-067-010		46	151-03-22-26-067-460
2	-020		47	-470
3	-030		48	-480
4	-040		49	-490
5	-050		50	-500
6	-060		51	-510
7	-070		52	-520
8	-080		53	-530
9	-090		54	-540
10	-100		55	-550
11	-110		56	-560
12	-120		57	-570
13	-130		58	-580
14	-140		59	-590
15	-150		60	-600
16	-160		61	-610
17	-170		62	-620
18	-180		63	-630
19	-190		64	-640
20	-200		65	-650
21	-210		66	-660
22	-220		67	-670
23	-230		68	-680
24	-240		69	-690
25	-250		70	-700
26	-260		71	-710
27	-270		72	-720
28	-280		73	-730
29	-290		74	-740
30	-300		75	-750
31	-310		76	-760
32	-320		77	-770
33	-330		78	-780
34	-340		79	-790
35	-350		80	-800
36	-360		81	-810
37	-370		82	-820
38	-380		83	-830
39	-390		84	-840
40	-400		85	-850
41	-410		86	-860
42	-420		87	-870
43	-430		88	-880
44	-440		89	-890
45	-450		90	-900

0000710

DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR THE REGENT SUBDIVISION

THIS DECLARATION, made this 21st day of June, 2005, by WAB/Devo Regent, LLC, a Wisconsin limited liability company ("Developer"), with respect to the real property located in the Village of Mount Pleasant, Racine County, State of Wisconsin and more particularly described on Exhibit "A" attached hereto.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration being The Regent Subdivision, and desires to subject such property to conditions, covenants, restrictions, easements, liens and charges (sometimes referred to as "covenants and restrictions") set forth in this Declaration, each and all of which is and are for the benefit of such property and for each owner thereof and shall pass with ownership of such property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof:

NOW, THEREFORE, Developer hereby declares that the real property described and referred to in Article II hereof is and shall be held, used, transferred, sold and conveyed subject to the conditions, restrictions, easements and 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 "Developer" shall mean WAB/Devo Regent LLC, a Wisconsin limited liability company or its successor.

1.2 "Association" shall mean and refer to the Regent Homeowners Association, Inc.

1.3 "Property" or "Properties" shall mean and refer to all or any part of the real property subject to this Declaration.

1.4 "Common Areas" shall mean any area within The Regent which is conveyed by Developer to the Association and which is not a lot or a dedicated street or other dedicated area for which the Village has assumed responsibility for maintenance. This does not include areas of an Owner's Lot which cannot be built upon because of municipal or state restrictions.

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

1.6 "Owner" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy of estate and shall include land contract vendees and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

1.7 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 4.1.

1.8 "Village" shall mean and refer to the Village of Mount Pleasant, Racine County, Wisconsin.

1.9 "Architectural Control Committee" shall mean initially, Developer, and as long as Developer owns one or more Lots, Developer reserves the right to carry out the functions of the Architectural Control Committee. Thereafter, the Architectural Control Committee shall mean a committee composed of three representatives appointed by the Board of Directors of the Association, or if no committee has been appointed, the full Board shall serve as the Architectural Control Committee.

ARTICLE II
PROPERTY

2.1 Existing Property. The Property which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in the Village of Mount Pleasant, Racine County, Wisconsin, and is more particularly described on Exhibit A attached hereto. The property described in Exhibit A is the Regent Subdivision and includes Lots 1 through 90 in addition to the outlots shown on the final plat for the Regent.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

3.1. General Purpose. The Property is subject to the covenants and restrictions 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 guard against structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best 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 a high type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2. Acceptance of Dedications, Restrictive Covenants, Easements and Declarations. The Owner(s) and the Association hereby accept the dedications and agree to be bound by the restrictive covenants and easements running with the land as contained on the final plat and/or as contained within a separate recorded instrument. The Owner(s) and the Association further accept the obligations imposed by this Declaration. The restrictions and covenants contained herein shall be in addition to any restrictions or covenants now or hereafter imposed upon the Lots by any applicable governmental laws, statutes, codes, rules, orders, regulations and ordinances or by Developer in accordance with the terms of this Declaration.

3.3. Land Use and Building Type. No Lot shall be used except for single family residential purposes as defined by the Village of Mount Pleasant Zoning Ordinances. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not exceeding two stories (plus attic) in height and a private attached garage for not less than two cars. Notwithstanding anything contained herein to the contrary, Developer and any subsequent purchaser of a Lot may use such Lot for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein and further subject to applicable Village requirements.

3.4. Architectural Control. No building, fence, wall, swimming pool, 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 of alteration on any Lot be made until the plans, specifications and site plan showing the nature, kind, shape, height, materials, color and location of the same described herein shall have been submitted to and approved in writing by the Architectural Control Committee in compliance with the provisions of this Declaration. Notwithstanding anything to the contrary contained herein, as long as Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the Architectural Control Committee. No owner shall request or obtain a building permit for a Lot from the Village without first obtaining the approval of the plans and specification from the Architectural Control Committee. The Architectural Control Committee shall have the sole discretion and the right to waive minor infractions or

deviations from these restrictions in cases of hardship. The Architectural Control Committee 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 provisions of this Declaration are minimum requirements and the Architectural Control Committee may in its discretion require stricter standards, or conversely, may 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, restrictive covenants, and easements running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the Village Ordinances. Further, Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said recommendations of Developer shall be binding upon each and every Owner.

No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no prefabricated or previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the Architectural Control Committee.

3.5. Dwelling Size. No dwelling shall be erected in the Regent having a ground area within the perimeter of the main building, 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 1500 square feet for a one-story dwelling; or

(b) Not less than 1850 square feet for a two-story dwelling;

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

However, the Architectural Control Committee may deviate from the above requirements in case of hardship relating to placing a dwelling on a Lot, provided such variance is not in conflict with the requirements of the Village Ordinance(s).

3.6. Grading, Building, Location and Lot Area.

(a) All grading and sump pump discharge locations must be approved by the Architectural Control Committee and conform to the master site grading plans ("Grading Plans") on file with the Village and the Village of Mount Pleasant Standards. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances

determined by the Architectural Control Committee, but in no event less than that provided by the laws and ordinances of the Village.

(b) Each set of building construction plans submitted to the Architectural Control Committee for approval shall have grades that conform to the Grading Plans. Also, a survey showing the placement of the proposed homes with elevation shown at various locations shall be submitted for review and approved by the Architectural Control Committee.

(c) Upon the receipt of the approval from the Architectural Control Committee of building construction plans, the Committee applicant shall file said plans with the Village for its review and approval prior to obtaining any permits or commencing any grading.

(d) Any excess fill from excavation shall be hauled away at the Owner's cost.

(e) It shall be the responsibility of each Lot Owner to remove all debris caused by any and all construction work occurring on his Lot. No Owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks, or other material on any Lot or Outlot within the Regent. This responsibility shall also apply to the street(s) abutting said Lot.

3.7. Completion. All construction of dwellings and incidental structures shall be completed within one year from date of commencement, excepting that all landscaping, seeding and/or sodding of yards shall be completed within one year following occupancy of a dwelling thereon.

3.8. Easements.

(a) Easements affecting the Properties are recorded on the final plat of the Regent and by separate recorded documents. Each Lot shall be subject to any easement granted or hereafter to be granted by developer or its successors and assigns to the Village or public or semipublic utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Properties. Such easements shall be confined, so far as possible, in underground pipes or other conduits, and in minimum area within all lot lines, with the necessary rights of ingress to an egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Private storm sewer

easements, including the installation of storm sewers, have been established in specific areas of the subdivision. The maintenance, repair and reconstruction, if necessary, shall be the responsibility of the Association.

(b) Developer has constructed or will construct berms and/or landscape buffers and sidewalks across a portion of Lots 50, 51, 52, and 62 as well as the sidewalks in Outlots 1 and 3 (the "Sidewalks"). The Association shall be responsible for maintaining the landscaping in these areas and Sidewalks in lots 50, 51, 52 and 62. Developer hereby grants to the Association an easement to keep, maintain and restore such berms, landscaping and Sidewalks in lots 50, 51, 52, and 62 and the Association shall be obligated to keep, maintain and restore such berms and landscaping in accordance with the requirements of this Declaration and the Village.

(c) Developer herein grants the right to Village to maintain the storm water management and detention areas in Outlot 1, in the event that the Association fails to timely do so, and to thereafter assess the total prorated costs equally to all the lots in the Subdivision, and Developer, its successors and assigns, hereby waives prior notice and hearing for assessment for same; which assessment shall be paid when due and otherwise be entered on the tax roll and constitute a lien against such property until paid in full, together with all interest and penalties, pursuant to law.

3.9. Zoning Laws, Etc. In addition to the provisions hereof, all Lots shall be subject to all ordinances, zoning laws and other restrictions of the Village, County of Racine and the State of Wisconsin applicable thereto. No Lot shall be further divided without the approval of the Village. The Village ordinances and requirements are not stated herein and therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Village ordinances and requirements as the same may be amended from time to time. In the event of a conflict between a provision of this Declaration and Village ordinances or requirements and the Village ordinance or requirement is more strict than the provision contained herein, the Village ordinance or requirement shall control. Failure to mention an ordinance or requirement with respect to any Lot or other necessary approval in this Declaration shall not imply that no such Village ordinance or requirement exists and shall not constitute a waiver of such Village requirement and/or approval.

3.10. 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. 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 incinerations are not permitted.

No trailer, tent, shack, garage, barn or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time, excepting for temporary

construction purposes or sales offices, and as approved by the Architectural Control Committee.

There shall be no outside parking of boats or recreational type vehicles; these must be stored in garages. No trucks, buses or vehicles other than private passenger cars, station wagons, pickup trucks, vans, motorhomes 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, but may be temporarily parked in private driveway for not more than three days in any given month.

No external antennas including satellite dishes, television antenna or radio towers of any type or for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

No aboveground swimming pool shall be permitted on any Lot at any time. An aboveground pool shall mean a pool on which the vertical sides thereof extend above the grade of the Lot in question.

No fence of any kind shall be permitted on any Lot at any time. No detached accessory building of any kind shall be permitted on any Lot at any time, including, without limitation, additional detached garages or storage sheds.

3.11. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two dogs, two cats or other small household pets (such as canaries or parakeets) may be kept in a manner which will not disturb the high 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 and outside doghouses are prohibited.

3.12. Setback/Access.

(a) A twenty (20) foot minimum side yard setback is required for side load garages.

(b) All residential lots located at an intersection of two public roads shall contain a 35 foot access restriction to each street.

(c) The front yard setback averaging requirements of Section 90-1001(b)(6) b1 and 2 of the Zoning Ordinance shall be complied with.

(d) The minimum front yard setback shall be 25 feet. The minimum/maximum front-yard setback shall not supercede Section 2.4-2(4) front yard averaging requirements and all applicable R75 zoning regulations. The maximum front yard setback on lots adjacent to cul de sac(s) shall be 45 feet.

3.13. Garages:

Each lot shall have a private, enclosed garage (attached to the residence) for on-site storage of not less than two, nor more than four automobiles for each one-family dwelling built or to be built upon that lot, to be connected to the street by a properly surfaced asphalt, concrete or brick driveway (which driveway shall be installed and completed within one year from the date of completion of the dwelling). The garage shall be located on the Lot as approved by Village.

3.14. Exterior Building Materials and Dwelling Quality.

The proposed color schemes for a Dwelling to be erected, altered or modified shall be submitted to the Architectural Control Committee for approval prior to painting or staining. It shall be the aim of the Committee 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.

3.15. Preservation Areas/Easements.

(a) Storm Water Management and Detention Areas.

(i) Outlots 1, 2 and 3: The fee interest in the area shown on the final plat as Outlots 1, 2 and 3 (the "Outlots") shall be given, granted and conveyed by Developer to the Association by means of a Quit Claim Deed. Notwithstanding anything herein to the contrary, in the event that the Association is dissolved for any reason whatsoever, the ownership of the Outlots shall automatically vest in the Lot Owners in proportionate share (1/90 to each Lot Owner). Developer hereby reserves for itself, an easement across these Outlots for purposes of completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these Outlots. Upon completion of construction of the storm water facilities and landscaping, the Association shall be responsible for completing all necessary repairs, dredging alterations, and all required maintenance to these Outlots. In addition, the Association shall have the obligation of maintaining (which maintenance shall include, without limitation, watering, mowing grass, weeding, removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) the landscaping elements within the Outlots. All Storm Water Detention Areas as shown on the final plat and Subdivision Master Grading Plan shall be preserved, protected and maintained as detention areas. No filling or other activity or condition detrimental to their function as a detention area(s) shall occur or exist within such areas or on the surrounding lands without the written approval of Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas and perform such activities as set forth herein. The obligations contained within this section and as imposed by the final plat and separate recorded documents referred to shall run with the

land, shall be binding upon the Association, its successors, assigns and successors-in-title, in their capacity as Owner of the Outlots and shall benefit and be enforceable by the Village, Developer and the Association. The Association and its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in the final plat and separate recorded easements to the Village.

(ii) Pond: The storm water pond ("Pond") in Outlot 1 was designed by Davidsen Engineering Co. The flood storage volume is 4.99 Acre – Feet. The normal elevation is 708.5. The high water elevation is 711.89. The pond depth is 10.5 feet. An Exhibit "B" is attached hereto showing the grading plan and outlet structures of the Pond. As-built surveys of the Pond shall be performed from time to time by the Association, but not less often than once every ten years, to verify the Pond's design depth and sediment storage volume.

(iii) Maintenance: The Association has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration and the ponds and all drainage easement areas within common areas as well as the sidewalks. The Association shall also maintain the landscaped cul de sacs in the Subdivision. Maintenance of the ponds shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream therefrom; and dredging if and when necessary. In the event the Association does not properly landscape and/or maintain said items, the Village may send written notice to the Association setting forth which of said items the Village has determined are not properly landscaped and/or maintained, and stating that the Village may perform such landscaping and maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of 48 hours to correct the problem, unless the Village determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the Village determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Village shall then have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to section 66.0627, Wis. Stats. If such charges are not paid by any Lot owner within the period fixed by the Village, such charges shall become a lien upon the tax rolls as a delinquent tax against the Lot owner's Lot as provided in Section 66.0627, Wis. Stats.

3.16. Satellite Dishes. No satellite receiver dishes shall be allowed or installed in the Regent with the exception of satellite dishes with diameters of 18 inches or less which must receive Architectural Control Committee approval. The Architectural Control

Committee satellite review and authority will include the dish size, the location of the dish on the Lot and the screening either necessary or allowed.

3.17. Landscape. All plans for dwellings shall include a landscape plan which shall be subject to the written approval of the Architectural Control Committee prior to commencing installation of the landscaping. All plans and drawings required herein must be drafted by a professional landscape draftsmen or designer; free-hand drawings, sketches and/or photos are not acceptable and will not be considered for approval(s). Each and every Owner of any Lot shall be responsible for the costs of installing the required landscaping on the Owner's Lot in accordance with this Declaration in conjunction with the construction of the dwelling on the Lot. The landscape plan shall include, but not be limited to plant location, common and botanical names of plant material, planting size, root condition, quantity of all plant material and finished grade elevation. The plan shall also show all ground cover, including size and caliper of plant materials, mulch areas, landscape, construction materials and construction details. The landscape plan may be submitted for approval subsequent to submission of the building plans for the dwelling. Landscape planting for any dwelling as approved by the Architectural Control Committee shall be completed within one year from the date of issuance of an occupancy permit by the Village and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the Architectural Control Committee, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this Declaration and shall be subject to assessment as provided herein. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the Architectural Control Committee. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the Architectural Control Committee.

3.18. Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered or modified shall specify on the construction plans dwelling materials acceptable in quality to the Architectural Control Committee and the construction shall be carried out with the following minimum specifications for roofing material: 25 year (minimum) dimensional asphalt shingles.

(b) All dwellings shall have roof designs with 8/12 pitch or greater, or as approved by the Architectural Control Committee.

3.19. Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered or modified shall, on the construction plans, denote material(s) proposed to be used, i.e. brick, stone, wood or

insulated vinyl siding or aluminum siding, Hardi-Plank, dryvit, stucco or other similar materials acceptable to the Architectural Control Committee and the construction shall be carried out with the material(s) as approved by the Architectural Control Committee. Exterior walls on front elevation shall be natural materials. If insulated vinyl siding is approved on side and rear of homes, wide corner boards may be required as directed by the Architectural Control Committee.

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

(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 Architectural Control Committee for approval prior to painting or staining. It shall be the aim of the Committee 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) Cantilevered bays shall not be permitted on first floor at any dwelling, except for boxed, bow or bay windows. No walk-in bays are permitted without a full basement foundation.

(e) Any part of the home which is exposed below grade shall be of the same matching exterior material which has been approved for the remainder of the home.

(f) Fireplaces shall be, at a minimum, metal inserts in a wood chase; the wood chase is surrounded by four-inch brick or stone or other approved exterior material(s); a concrete or metal cap with a clay flue or decorative black metal flue (no sheet metal may be visible). [Note: If the exterior material is dryvit or stucco or other approved exterior material(s), a fireplace chase made of the same material may be acceptable at the discretion of the Architectural Control Committee.] No direct vent gas fireplaces are permitted. Notwithstanding the foregoing, the approval or disapproval of a particular type of fireplace shall be in the sole discretion of the Architectural Control Committee, whose decision shall be final.

(1) Exterior Chimney - All dwellings which have a fireplace chimney on an exterior wall must have either a masonry or concrete foundation, regardless of the approved exterior material(s) on the chase.

(2) Interior Chimney - All dwellings which have an interior fireplace chimney must have a masonry or concrete foundation

if the wood chase is surrounded by four-inch brick and/or stone. If the wood chase of an interior fireplace is surrounded by an approved exterior material other than four-inch brick and/or stone, a masonry/concrete foundation shall not be required.

(g) Metal vent pipes are not allowed on rooftops for venting water heaters. Water heaters to be vented through the fireplace chimney or through the side of dwelling at a location acceptable to the Architectural Control Committee.

3.20. Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, Developer shall be responsible for the initial construction, installation and landscaping of the Storm Water Detention Areas.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1. Membership. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may be separated from ownership of any Lot. Every Member of the Association shall have one vote for each Lot owned by the Member. When more than one person or entity holds an interest in a Lot, the vote shall be exercised, as they themselves shall determine. So long as Developer, or its successors and assigns, shall own one or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by Developer, or its successors and assigns. When Developer, or its successors and assigns, no longer owns one or more Lots, or at the end of ten years from the date of sale of the first Lot to be sold by Developer, whichever occurs first, Developer shall promptly select three Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors, thereafter consisting of three members, shall be elected by the Members at each annual meeting of Members. Members of such elected Board of Directors shall serve for one year or until their successors have been duly elected. The members of the Board of Directors shall not be entitled to any compensation for their services as such members. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against the Member's 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 months from the date of its execution.

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 and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot.

5.2. Title to Common Areas. Title to the Common Areas shall be conveyed to the Association by the Developer by means of a Quit Claim Deed. Members shall have the rights and obligations imposed by the Declaration with respect to such Common Areas.

5.3. Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following.

(a) The right of the Association to dedicate or transfer all or any part of any Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless instruments signed by members entitled to cast Fifty-one percent (51%) of the votes of the membership have been recorded, agreeing in such dedication, transfer, purposes or condition, and unless written notice of the proposed agreement and action hereunder is sent to every Member at least 30 days in advance of any action taken; and

along with accrued interest at the annual rate of 18% shall become a Special Assessment upon the Lot of said Owner unless paid in full with a 15-day notice to pay. Damage not assessable to an Owner hereunder shall be paid by the Association and assessed to all Owners. The foregoing provision applies only to the private improvement and not to the public improvements that are dedicated to the Village. The Village may assess Owner(s) for the cost to repair any damage to public improvements.

5.5. Disclaimer. Developer shall convey the Common Areas to the Association "as is"; all warranties regarding the Common Areas, express or implied, including warranties of condition, quality of construction and fitness for a particular use, are hereby disclaimed. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. Developer shall have no liability for damage or injury to any persons or property arising from the existence or continued use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

6.1. Creation of the Lien and Personal Obligation of Assessments. 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 drainage systems servicing the Property; and (3) special assessments for exterior maintenance to Lots and repairs to Common Areas. All such assessments together with interest thereon and costs of collection thereof, including attorney's fees, 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.

Special Note: Notwithstanding any other provision in this Declaration to the contrary, Developer shall pay to the Regent Homeowners Association only One Quarter (1/4) of the total assessments due or provided for in this Declaration for every Lot owned by Developer in the Regent. Each subsequent Owner, who has purchased a Lot from Developer or any other Owner in the Regent, shall be subject to the entire amount of assessments due under Section 6.1 and shall pay the same, or prorated amount in the year of closing, to the Regent Homeowners Association.

6.2. Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, including but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors.

(b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to members 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 6.2(a). Upon adoption and approval of the annual budget by a majority of the members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally. The rate of assessment shall not limited by the amounts set forth in Wisconsin Statutes, Section 779.70.

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessment so levied due and payable at anytime after 30 days from the day of such levy (with an option for payment in monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, 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 of conveyance of the first Lot to an owner who is not the Developer.

6.3. Special Assessment for Capital Improvement and Repairs. 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 succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, 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 cost of replacing or repairing all pipes, drains, grates an other appurtenances (not otherwise owned by the Village) located within any water drainage easement area.

6.4 Special Assessment for Exterior Maintenance to Lots.

(a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot of the Lot itself in reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, driveways, walks, patios and other exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors shall

have all necessary rights of ingress and egress to and from such Lot, building or improvement with full right to do whatever may be necessary to perform any such maintenance, repair or replacement.

[redacted]

conveyance, without prejudice to the grantee's right to recover from the granter the amount paid by the grantee therefore. 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 with 15 business days after the grantee's request it is barred from claiming under any lien which is 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 or the highest interest rate permitted by law, whichever is lower.

6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by nonuse 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 60 days from the date of levy, then the Board 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 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 Wisconsin Statutes Section 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

ARTICLE VII
ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. This Declaration and the covenants contained herein and on the final plat and the referenced separate documents are enforceable only by Developer, the Association and/or the Village or such person or organization specifically designated by Developer, in a document recorded in the office of the Racine County Register of Deeds, as its assignee for the purpose thereof. Village enforcement hereunder shall only be for the purposes of ensuring compliance with its Conservation Easements, Storm Water Easement, Vision Triangle Easement, compliance with split grade lot requirements and maintenance of Common Areas.

7.2. Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat and the referenced separate documents shall be enforceable by Developer and its assigns and/or the Village 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/or

(d) Performance of these covenants by Developer and/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 Developer or the Village describing such default. In such event the defaulting Owner shall be liable to Developer or the Village for the actual costs (plus 15% for overhead) related to or in connection with performing these covenants.

7.3. Reimbursement. To the extent that any duty is assigned to the Association pursuant to the final plat, separate recorded documents or this Declaration and such duty is

performed by Developer or Village, Developer or Village shall be entitled to reimbursement from the Association for any loss, cost or expense (including the cost of performance) and such costs may include, by means of illustration and not limitation, the cost of replacing plants during the warranty period which have not been properly maintained by the Association. Any amounts expended by Developer and/or the Village 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 Developer 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 mortgage.

7.4. Failure to Enforce Not a Waiver. Failure of Developer or assigns 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. Developer and/or the Village shall have the right to enter upon any Lot within the Property for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants, and, if Developer and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.

7.6. Village Authority. In the event the obligations contained herein and as contained in the final plat or separate recorded documents are not being performed to the satisfaction of the Village, in addition to the other rights set forth herein, the Village shall have the right but not the obligation to perform such function and may assess any charges and costs incurred in the performance of such functions against the Association and/or the Owners. Any amounts expended by the Village in enforcing these obligations, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner(s) or other party, shall be paid by the Owner(s). In the event such amounts are not paid, the charges may be levied as a special assessment or special charge by the Village in accordance with Wisconsin Statutes. More specifically, in the event that the Association fails to maintain the Common Areas as required hereunder, the Village Board of Mount Pleasant may serve written notice upon the Association and/or upon the owners of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Area as required, and demanding that such deficiencies be remedied within thirty (30) days thereof. The notice shall specify a date and place for hearing thereon, to be held within fourteen (14) days of the notice date. At such hearing the Village Board may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be remedied. If the deficiencies set forth in the original notice or in any modification thereof, shall not be remedied as required, the Village, in order to preserve taxable values in the area and to prevent the Common Areas and Easement Areas from becoming a public nuisance, may enter upon said Common Areas and Easement Areas, and maintain the same for a period not to exceed one year. Said entry

and maintenance shall not vest in the public any rights to use the Common Areas and Village Board shall determine that the Association is ready and able to maintain said Common Areas and Easement Areas as required hereunder, the Village shall then cease to maintain said Common Areas and Easement Areas and give notice thereof to the Association and/or Property Owners. If the Village Board shall determine that the Association is not ready or willing or able to maintain the Common Areas and Easement Areas as required hereunder, the Village Board may, in its discretion, continue to maintain said Common Areas and Easement Areas subject to a similar hearing and determination in the next succeeding year and in each year thereafter. The cost of such maintenance by the Village shall be assessed ratably against the Lots subject to this Declaration and shall become a tax lien on said Lots, which may be enforced and collected by all methods available under the laws or the State of Wisconsin pertaining to such liens. The Village at the time of entry upon said Common Areas and Easement Areas for the purpose of maintenance, shall file a notice of lien against the Lots in the office of the Racine County Register of Deeds and/or the Racine County Clerk of Circuit Court, as may be required. Nothing contained herein nor any act or omission of the Village of Mount Pleasant hereunder, shall be construed to create any obligation or liability on the part of the Village of Mount Pleasant, its agents or designees, whatsoever.

ARTICLE VIII
GENERAL PROVISIONS

8.1. Term and Amendment. Notwithstanding anything herein to the contrary, the Association may not amend any provisions dealing with the ownership and/or maintenance of the Outlots. 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 50 years from the date this Declaration is recorded and shall automatically be extended for successive periods of ten years unless an instrument signed by the owners of two-thirds of the Lots has been recorded agreeing to terminate this Declaration in whole or in part. For the first ten years following the date this Declaration is recorded, 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 at least 83 Lots to other Owners, and thereafter (b) by Owners of at least ninety eight percent (98%) of the Lots provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lot. Subsequent to such ten year period, this declaration may be amended by written declaration executed by at least seventy-give percent (75%) of the Lots subject to this Declaration. 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 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. Any notice by the Village shall be to such Owner as appears in the records of the Village Assessor.

8.3. Enforcement. 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 five days after notice, or if a second occurrence of such violation shall occur within six months of the original notice of such violation from the Association, the Association may levy a fine in the amount of $500 and an additional fine of $100 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 15 days after written notice of such fine, the amount due shall accrue interest at the rate of 12% 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 one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month and year first above written

WAB/Devo Regent LLC

By: _____

Scott B. Thistle, member

0000730

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 21st day of February, 2005, the above-named Scott B. Thistle, member of the above named LLC me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as each officers on behalf of said corporation, by its authority.

Notary Public Waukesha County, WI.

Christian M. Morgan

My Commission Expires: 7/22/07

CHRISTIAN M. MORGAN NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by Chris Morgan and should be returned to:

Benton Land & Development, LLC
1230 Corporate Center Drive, Suite 200
Oconomowoc, WI 53066

0000731

EXHIBIT "A"

BEING A RE-DIVISION OF PART OF LOT 1 OF C.S.M. NO. 1208, BEING A PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION26, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY,WISCONSIN.

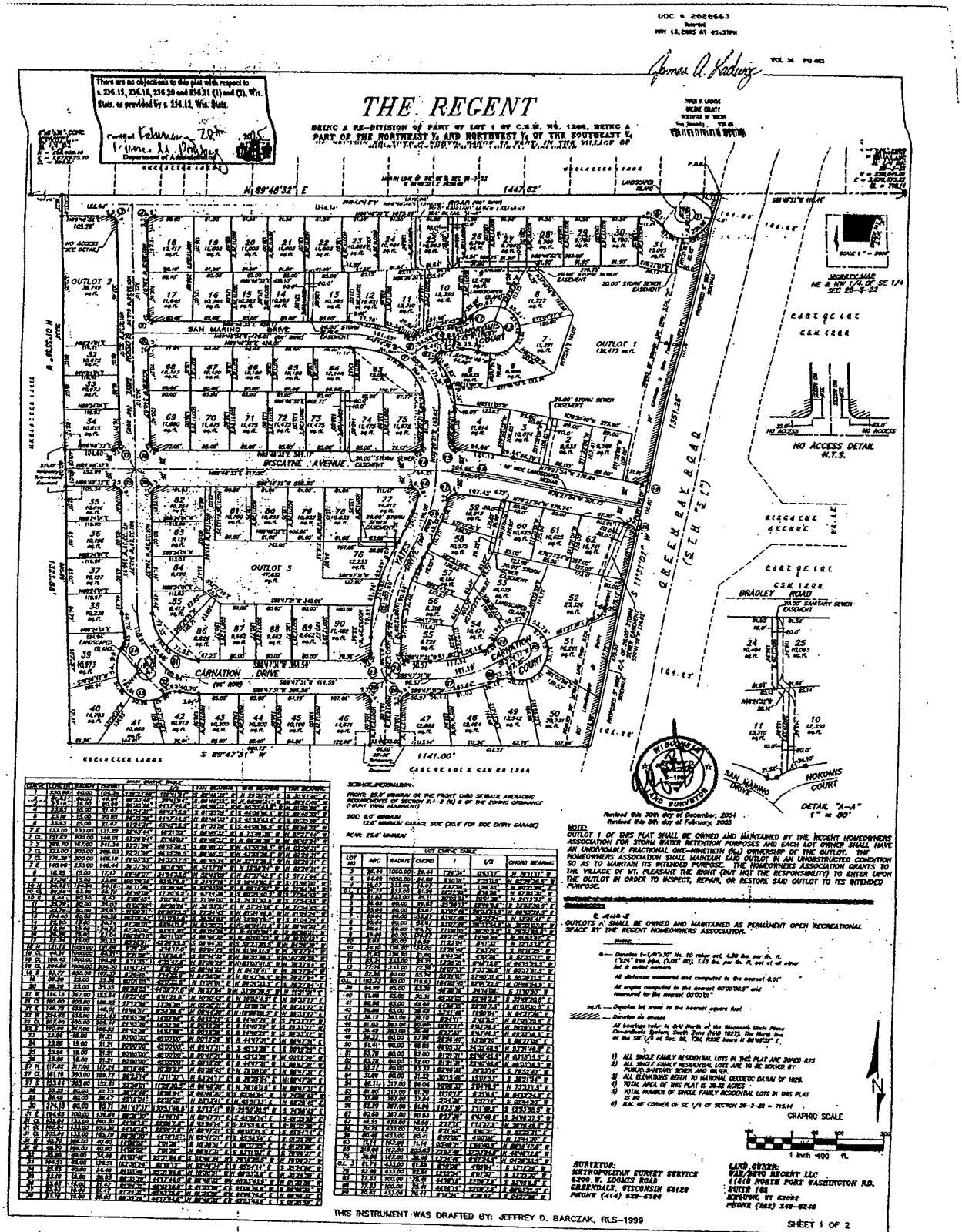
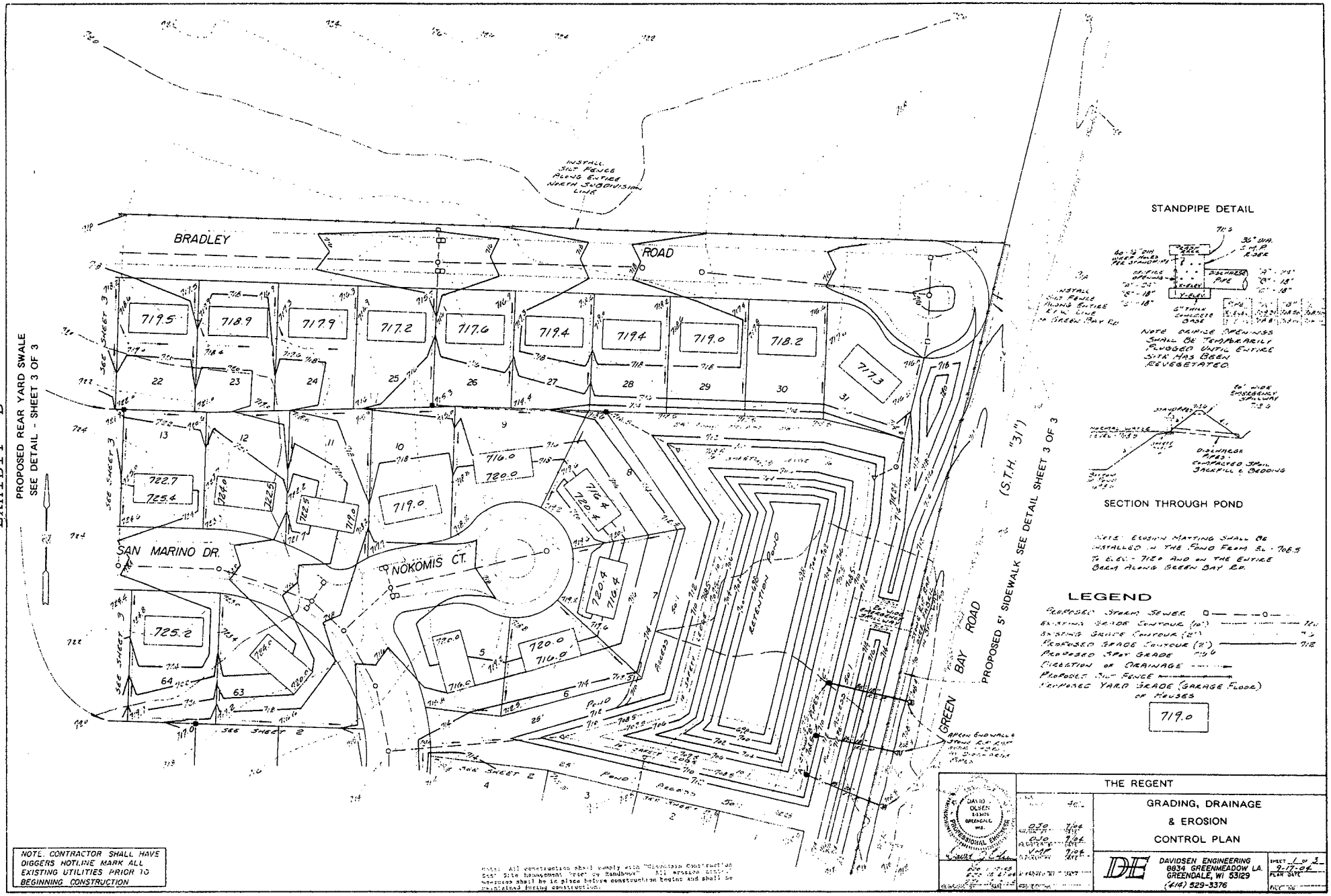


EXHIBIT "B"



STANDPIPE DETAIL

NOTE: DRAINAGE OPENINGS SHALL BE TEMPORARILY PLUGGED UNTIL ENTIRE SITE HAS BEEN REVEGETATED.

SECTION THROUGH POND

NOTE: EROSION MATTING SHALL BE INSTALLED IN THE POND FROM EL. 706.5 TO EL. EL. 712 AND ON THE ENTIRE BERM ALONG GREEN BAY RD.

LEGEND

PROPOSED STORM SEWER
EXISTING GRADE CONTOUR (1')
EXISTING GRADE CONTOUR (2')
PROPOSED GRADE CONTOUR (2')
PROPOSED SPOT GRADE
DIRECTION OF DRAINAGE
PROPOSED SILT FENCE
PROPOSED YARD GRADE (GARAGE FLOOR) OF HOUSES

719.0

NOTE: CONTRACTOR SHALL HAVE DIGGERS HOTLINE MARK ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION

Note: All construction shall comply with "Wisconsin Construction Site Best Management Practices Handbook" All erosion control measures shall be in place before construction begins and shall be maintained during construction.

DAVID OLSEN E-32476 GREENDALE, WIS. REGISTERED PROFESSIONAL ENGINEER

THE REGENT

GRADING, DRAINAGE & EROSION CONTROL PLAN

DE DAVIDSEN ENGINEERING
8634 GREENMEADOW LA.
GREENDALE, WI 53129
(414) 529-3376

SHEET 1 OF 3
9-17-04
PLAN DATE

- 23 -

0000732