Document Number	**Leona's Rolling Meadows Subdivision Restrictions** Title of Document

Lots 1 through 88 and Outlots 1 through 7 of Leona's Rolling Meadows Subdivision being part of the NW 1/4 of Section 4, Township 1 North, Range 22 East, City of Kenosha

DOCUMENT NUMBER
1365477
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Name and Return Address:
Neumann Enterprises, Inc.
W330 N6233 Hasslinger Drive
Nashotah, WI 53058

23

SEE ATTACHED
(Parcel Identification Number)

LEONA'S ROLLING MEADOWS SUB
PT NW ¼ SEC 4 T 1 R 22 CITY OF KENOSHA
PLAT #4395 DOC#1361358 2004

DELETE 03-122-04-201-001
03-122-04-201-105
03-122-04-251-011

LOT 1 03-122-04-230-001
LOT 2 03-122-04-230-002
LOT 3 03-122-04-230-003
LOT 4 03-122-04-230-004
LOT 5 03-122-04-230-005
LOT 6 03-122-04-230-006
LOT 7 03-122-04-230-007
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LOT 12 03-122-04-206-012
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LOT 88 03-122-04-232-088
OUTLOT 1 03-122-04-206-101
OUTLOT 2 03-122-04-205-102
OUTLOT 3 03-122-04-204-103
OUTLOT 4 03-122-04-234-104
OUTLOT 5 03-122-04-234-105
OUTLOT 6 03-122-04-233-106
OUTLOT 7 03-122-04-233-107

June 26, 2003
Revised October 29, 2003

Leona's Rolling Meadows Subdivision Restrictions

WHEREAS, Neumann Enterprises, Inc., ("Declarant") is the owner of Leona's Rolling Meadows Subdivision,

WHEREAS, Leona's Rolling Meadows Subdivision described as being part of the NW ¼ of Section 4, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

WHEREAS, a Homeowners Association shall be formed called Leona's Rolling Meadows Subdivision Homeowners Association for purposes of enforcing the following covenants and restrictions with each lot owner being entitled to one undivided vote per lot.

NOW, THEREFORE, the following covenants running with the land shall apply to Lots 1 through 88 and Outlots 1 through 7.

1. All Federal, State, and City of Kenosha laws, rules, ordinances and orders shall supersede anything contained within this document except where the restrictions are more restrictive than the City ordinances. If in any way the items contained in this document are in conflict either now or in the future with City ordinances then the City ordinances shall take priority.

2. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and all residences as a minimum shall have a two car private attached garage measuring not less than 440 square feet. No homes shall be built in Leona's Rolling Meadows Subdivision with less than a 5/12-roof pitch. All homes shall be sided with vinyl, aluminum, brick, cedar, stone or some combination thereof, except as specifically authorized by the Architectural Control Committee.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. NOTE: Approval may be denied solely based on harmony of external design as determined by the Architectural Control Committee.

4. The Leona's Rolling Meadows Subdivision Homeowners' Association shall serve as an Architectural Control Committee after all lots have been sold by Declarant or ten years from the recording of these restrictions, whichever occurs first. Until that time, Mark W. Neumann, or his heirs or assigns, shall serve as an Architectural Control Committee for the purpose of enforcing the restrictions set out herein.

5. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no lawsuit has been commenced within six (6) months of the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

6. Easements for installation and maintenance of utilities, drainage facilities, and storm water retention areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot. The storm water retention basins shall be maintained by the homeowners association.

7. Regarding Outlots 1, 2 and 4, the owner of each lot shall have a proportionate share of ownership interest in Outlots 1, 2 and 4, and the maintenance of Outlots 1, 2 and 4 including the storm water detention facilities shall be the responsibility of the Leona's Rolling Meadows Homeowners' Association in perpetuity. The Association shall conduct routine maintenance in spring and fall of each year to include examination of the ponds, outlet structures, emergency spillways, skimmers and vegetative cover of the banks. Long term maintenance shall be conducted to maintain an average depth of three feet in the permanent pools, or every 10 years whichever occurs first.

8. Outlot 4 shall be named "The Victor and Eunice Clausen Family Nature Preserve" and shall be a conservation area including detention basins, upland and lowland conservation habitat, and grass walking paths. The Homeowners' Association shall be responsible for mowing the grass walking paths every two weeks to maintain a height of not more than 6 inches and a width of between six and twelve feet. The Homeowners' Association shall also be responsible for mowing the upland conservancy areas twice during the first summer after planting and once the second summer after planting. After these initial three mowings, there shall be no mowing of the upland conservancy areas other than the established walking paths.

9. Declarant retains ownership of Outlots 3, 6 and 7. Owners of Lots 1 through 88 shall have no ownership interest in Outlots 3, 6 and 7.

10. Outlot 5 is dedicated to the City of Kenosha for public park purposes.

11. The wetland areas on Outlots 1 and 2 shall have a 25 foot no-mow buffer zone around the wetlands. The no-mow buffer zones shall be delineated by large rocks or boulders as protection. Storm water treatment devices and appurtenances may be located within the buffer areas as shown on the approved plans. The protective buffers shall become effective immediately and shall be seeded with a native seed mix. The buffer strips shall be maintained as undisturbed, unmowed vegetation in its natural state by the affected lot owners of Lots 19, 20, 21, 40, 41 and 43 and the Association as owner of

Outlots 1 and 2. Mowing of the buffer strips shall be prohibited, other than to control invasion by woody species and maintenance of herbaceous species through a single mowing event per year. The City of Kenosha, Wisconsin Department of Natural Resources and/or any individual lot owner shall have the right to unilaterally enforce the restrictions for the no-mow buffer zones.

12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, whether temporarily or permanently.

13. No sign of any kind shall be displayed to the public view on any lot except a "For Sale" sign or a sign used by the builder or owner. Developer Mark W. Neumann reserves the right to install subdivision signage and landscaping within the required setbacks on Lots 1, 43, 44 and/or 88. If, however, there is an existing residential structure on said lot at the time of signage installation, said signage shall not be closer than 10 feet from the residential dwelling.

14. No animals except household pets (provided that they are not kept, bred or maintained for commercial purposes) may be kept within Leona's Rolling Meadows Subdivision.

15. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and hidden from public view.

16. That the minimum floor area of the dwelling shall not be less than states as follows:

    Single story shall be 1500 square feet, bi-levels shall be 1500 square feet on the first level, tri-levels shall be 1500 square feet on the upper two levels, and a two story shall be 1900 square feet on the upper two floors, contemporary designs by Architectural Control Committee approval only.

17. All set back lines must follow the minimum requirements as set forth by City of Kenosha ordinance.

18. Lot grades have been established as part of a master grading plan and all owners are responsible for maintaining the approved lot grades. These lot grades may not be changed unilaterally by any lot owner without City of Kenosha approval.

19. No business or commercial structure shall be erected or allowed to operate on said premises except as in compliance with the City of Kenosha Zoning Ordinances relating to home occupations and home offices.

20. No camper, motorhome, recreational vehicle, boat, trailer, bus, truck or motorcycle or any other unsightly or unlicensed vehicle may be stored or kept on any lot for longer than 48 hours per year unless kept within a garage with the door closed. No trucks, motorcycles or automobiles shall be parked in the private street right-of-way with the exception of an occasional social gathering.

21. Sidewalks shall be installed prior to occupancy of the residential units, where practical, but not later than six (6) months from the date of occupancy. In the event property owner fails to comply with this requirement prior to occupancy, owner shall provide the City with an assurance in an amount determined by the City Engineer. In the event the developer must enforce this provision through court action, either to install sidewalks or collect fees, property owner agrees to pay reasonable attorney fees and court costs in addition to above costs.

22. Within twelve (12) months of occupancy of the residence and following the installation of sidewalks and utilities, but not later than eighteen (18) months after the date upon which the City of Kenosha shall approve the final plat of subdivision in which such landscaping shall be located, the developer shall be required to plant trees as per the attached landscape design, recorded for reference as part of the Restrictions. The City Forester will locate where the trees will be planted from the plat as per the City of Kenosha requirements.

23. As part of new home construction, lot owner shall construct a driveway, apron, and approach for each residential unit at his/her cost and expense, with a six (6) inch aggregate base covered by two and one-half (2 ½) inch bituminous concrete surface course in accordance with City ordinances. Paving bricks having a minimum thickness of four (4) inches are an acceptable alternative for driveway and aprons. The surface course shall be installed prior to occupancy where practical, but not later than six (6) months from the date of occupancy of each residential unit served thereby. In the event that the driveway, apron and approach are not paved prior to occupancy, the owner shall provide the City with an assurance in an amount determined by the City Engineer. In the event the developer must enforce this provision through court action, either to do the driveway, apron and approach or collect fees, property owner agrees to pay reasonable attorney fees and court costs in addition to the above costs.

24. These Covenants are to run with the land and shall be binding on all Parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots have been recorded agreeing to change said Covenants in whole or in part.

25. The Association shall have the power to levy an annual assessment against each lot in the subdivision for the purpose of defraying, in whole or in part, the costs incurred by the Association. Such annual assessment shall be levied by the Association as of January 31 of each year and a statement for such amount shall be mailed to the owner of each lot as of such date and shall be payable on or before March 31 of each year. The annual assessment prorata share per lot shall be 1/88.

26. If the assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of 12% per annum and shall, together with such interest thereon and costs of collection (including attorneys fees incurred by the Association), become a continuing lien on the lot and shall bind such lot in the hands of the then owner, the owner's heirs, personal representatives, successors, and assigns.

Such assessment shall also be the personal obligation of the owner of the lot at the time the assessment becomes delinquent. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot and there shall be added to the amount of such assessment, interest, all court costs, attorneys fees incurred by the Association, and related costs.

27. The Association shall, upon demand, at any time furnish to any lot owner a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

28. Declarant, any lot owner or the Leona's Rolling Meadows Subdivision Home Owners' Association shall have the right to enforce by a proceeding at law or in equity or both all of the terms and provisions of these Covenants and Restrictions. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction either to restrain the violation or to recover damages for such violation. Any person violating or attempting to violate any of the terms and provisions of these Covenants and Restrictions shall pay all reasonable attorneys' fees and costs incurred by the Declarant, the Association or lot owner in enforcing these Covenants and Restrictions.

29. Invalidation of any one of these Covenants by Judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

30. These restrictions, except those which are the lot owners' responsibility in perpetuity, may be amended at any time by a majority vote from the Home Owners Association with only one vote per lot or unilaterally by the Declarant until one year after 100% of the lots have been built upon and occupancy permits granted.

DATED this 12th day of NOVEMBER, 2003

Mark W. Neumann, President
Neumann Enterprises, Inc.

STATE OF WISCONSIN)
:ss
COUNTY OF KENOSHA)

Personally came before me, this 12th day of NOVEMBER, 2003 the above named MARK W. NEUMANN to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, KENOSHA County, WI
My Commission Expires: 09/11/05

BONNIE SCHAEFFER NOTARY PUBLIC STATE OF WISCONSIN

THIS INSTRUMENT DRAFTED BY
BONNIE M. SCHAEFFER
NEUMANN ENTERPRISES, INC