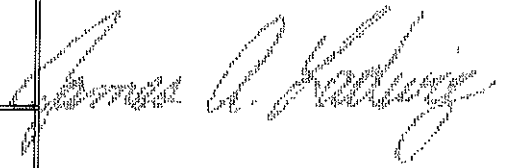


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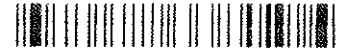
APR. 26, 2005 AT 04:25PM

DECLARATION OF RESTRICTIONS  
FOR  
HIGH GROVE ESTATES



JAMES A LADWIG  
RACINE COUNTY  
REGISTER OF DEEDS

Fee Amount: \$27.00



SIMON GROUP, LTD.  
18650 W. Corporate Drive  
Suite 305  
Brookfield, WI 53045

27-

186-032132 018010

Parcel Identification Number (PIN)

**DECLARATION OF RESTRICTIONS  
FOR  
HIGH GROVE ESTATES SUBDIVISION, Village of Union Grove, Racine County**

This Declaration is made this 26<sup>th</sup> day of October, 2004, by Union Grove Ventures, LLC, hereinafter the "Developer" or "developer".

WHEREAS, Developer is the owner of the property commonly known as High Grove Estates Subdivision, located in the Village of Union Grove, Racine County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject the residential Lots in said High Grove Estates Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

**1. BINDING EFFECT AND DEFINITIONS**

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "High Grove Estates", "High Grove" and "subdivision", as used in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

**2. GENERAL PURPOSE**

The general purpose of these restrictions is to assure that the subdivision will become and remain an attractive, quality residential community, to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to obtain harmonious use of materials and color schemes in improvements; and generally to insure the highest and best residential development of the property.

**3. DWELLINGS AND OTHER STRUCTURES**

All Lots shall be used only for single family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning.

Storage sheds shall be allowed. These sheds shall be landscaped to provide vision sheltering from other lots or the public streets in the subdivision. All storage sheds shall have an exterior finish to match that of the primary residence for both siding and roofing materials and colors.

Other types of outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. shall also be allowed as long as they are designed in harmony with the main residence. All structures must be approved in writing by the developer or assigns.

**4. LANDSCAPING AND DRIVEWAY**

The Owners of each Lot, within one year of the date of issuance of an occupancy permit, shall plant a minimum of two (2) hardwood trees in the front yard of the residence. Each tree shall have a minimum trunk diameter, at the time of planting, of not less than 2" (two inches), measured 6" (six inches) above the ground surface.

The two required trees shall be planted a minimum of 15 feet from the public sidewalk. The Owners of each lot shall additionally install a groomed lawn within one year of occupancy.

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. The driveway approach, extending from the public street to the house side of the public sidewalk shall be concrete, and shall be installed in compliance with the driveway approach construction requirements of the City.

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained.

All fencing must be approved by the developer and designed for an aesthetically enhancing appearance.

All lots shall be kept neat and clean for a tidy appearance.

No alteration of drainage patterns or grades shall be allowed. No removal of any soils shall be allowed without the express, written approval of the developer and the municipality.

#### **5. OUT DOOR STORAGE & NUISANCES**

No unlicensed vehicle or inoperable vehicle may be parked or stored on any Lot. Additionally, all storage of camping trailers (which shall include all recreational vehicles, or occupy-able facilities) shall be contiguous to the garage on the side of the home and screened from view of other neighbors through the use of landscaping. The surface of the area to be used for storage must be paved to match the driveway. Additionally, there shall be no habitation of camping trailers under any circumstance and these trailers shall not be hooked to the sewer, water, electricity, plumbing or any other services provided to the residents of the development. Any additional items to be stored shall be stored on the garage side of the residence and screened from view by landscaping.

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

#### **6. ANTENNAE & SATELLITE DISHES**

All exterior antennae and satellite dishes shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

#### **7. MAILBOX**

Each Lot shall have a uniform mailbox and newspaper box on a uniform post, which shall be installed by the Lot Owner at the Lot Owner's expense no later than the date of issuance of the occupancy permit. The design and specifications of the mailbox, newspaper box and post, including size, style, color and materials, shall be such as is determined by the Developer, so that all mailboxes, newspaper boxes and posts have a uniform appearance throughout the subdivision. The Lot Owners shall be responsible for maintaining the mailbox, newspaper box and post in proper condition at all times.

#### **8. EASEMENTS, AMENDMENTS, ASSIGNMENT AND ENFORCEMENT**

The Developer at its sole discretion may grant easements to the public utilities that will service the Lots in the Subdivision.

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the subdivision, provided, however, so long as the Developer owns any Lot in the subdivision, or any portion of adjacent lands, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer.

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

The restrictions and covenants herein contained may be enforced by the Developer and/or by any Lot Owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, and/or by any Lot Owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer undertake any enforcement action.

## **9. HOMEOWNER'S ASSOCIATION**

The Lot owners of the subdivision shall become part of a non-profit membership corporation for the purpose of maintaining, improving, policing or preserving properties in which its members shall have common rights of usage or enjoyment including any Outlots and common areas.

1. That membership in said Association shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any 1/39<sup>th</sup> part of the real estate subject to this Declaration or any Supplemental Declaration, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s).

2. The Association shall have the rights and duties to fix and collect annual assessments against each lot as follows:

- A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures, which it proposes to make for the ensuing year. Such budget shall include the expenses of maintaining, improving, policing, and preserving the Outlots and common areas. Such budget shall also include the expenses of maintaining the organization of the Association including, but not limited to, salaries of officers, fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors thereof.
- B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and by-laws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. D., the Board of Directors of the Association may levy an assessment against all of the Lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.
- C. The assessment levied under this section shall be equal in amount against each Lot and shall be levied at the same time each year upon all Lots. The Association shall at its first Annual Meeting set the assessment for the following year to cover first year's estimated expenses.
- D. The Board of Directors of the Association may call a special meeting upon at least three (3) days written notice for the purpose of making a special assessment. The nature of the proposed special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.
- E. The Board of Directors of the Association shall declare the assessments levied under sub B., due and payable at any time after 30 days from the date of the levy. The Association's 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 on which the assessment becomes due and payable. The secretary shall mail the notice by U.S. mail, postage prepaid, to the owner at the owner's last-known post-office address.

- F. In the event that an assessment levied under sub B. against any Lot remains unpaid for a period of sixty days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien against the Lot. All of the following apply to a claim for lien under this subsection:
- i. The claim may be filed at any time allowed by statute from the date of the levy.
  - ii. The claim shall be filed in the office of the clerk of circuit court of the county in which the lands affected by the levy lie.
  - iii. The claim shall contain a reference to the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected by the levy and a statement of the amount claimed.
  - iv. The claim shall be signed by the claimant or the claimant's attorney, need not be verified, and may be amended, in case an action is brought, by court order, as pleadings may be.
  - v. The clerk of circuit court shall enter each claim for a maintenance lien in the judgment and lien docket immediately after the claim is filed in the same manner that other liens are entered.
  - vi. When the Association has so filed its claim for lien upon a Lot it may foreclose the same by action in the circuit court having jurisdiction thereof, and ss. 779.09, 779.10, 779.11, 779.12, and 779.13 shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.
3. The Association shall maintain insurance covering the insurable improvements located or constructed on any outlots or common areas. The Association shall maintain the following types of insurance, and said insurance coverage shall be paid for by the Association out of the annual fee collected from Association members.
- A. Property Insurance.  
A policy of property insurance covering any outlots and common areas and any other improvements constructed thereon. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:
    1. Loss or damage by fire and other perils normally covered by the standard coverage endorsement; and
    2. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard risk endorsement, where such is available.
  - B. Public Liability Insurance.  
A comprehensive policy of public liability insurance covering any outlots and common areas and any other improvements owned by the Association, insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) covering bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage. (Such coverage shall include, without limitations, legal liability of the insured for property damage, bodily injuries and deaths of persons in connections with the operation, maintenance or use of the property and any other improvements owned by the Association, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for person's hired by the Association for work. Such coverage limits may be increased from time to time by the Association.
  - C. Other Risks.

In addition, the Association may obtain insurance against such other risks of similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

D. General Provisions of Insurance Policies.

All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustees and attorney in fact for such Lot owners, and each Lot owner shall be an insured person under such policies with respect to liability arising out of any Lot owner's membership in the Association.

E. Deductibles.

No policy of insurance in which the Association or its designee is the beneficiary shall include a deductible clause in the amount greater than \$500.00 or 1% of the face amount of the policy. After notice and the opportunity for hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of a Lot owner. Upon said determination by the Association, any said loss or portion thereof may be assessed to the Lot owner in question and the Association may collect the amount from said Lot owner in the same manner as any annual assessment.

**10. ARCHITECTURAL CONTROL COMMITTEE**

An Architectural Control Committee (hereinafter the "Committee") for the Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as Developer owns a Lot in the subdivision; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any Lot owned by the Developer in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot owners in attendance at a meeting of Lot owners called by any one or more Lot owners for that purpose. Lot owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the tax roll.

**11. ARCHITECTURAL CONTROL COMMITTEE APPROVAL**

No building, structure or improvement shall be constructed, erected, placed or altered on any Lot in the Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot owner as evidence of such approval. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot owner. The Architectural Control Committee may also request that revisions shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the

proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith. Any Lot owner who causes or allows any improvements to be constructed, installed, placed or altered on the Lot without prior written approval of the committee may be required to remove such improvement in its entirety at the Lot owner's expense. In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Developer or Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Developer or Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

Each Lot shall be maintained by the Lot owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Association may, after ten (10) days prior written notice to the deficient Lot owner, perform maintenance and charge the costs thereof to the deficient Lot owner and levy a special assessment against the Lot.

**12. DEVIATIONS BY AGREEMENT WITH DECLARANT, ITS SUCCESSORS OR ASSIGNS**

Declarant reserves the right to enter into agreements with a proposed grantee or current Owner of any Dwelling Lot or Dwelling Lots (without the consent of Owners of other Dwelling Lots) to deviate from any portion of the Covenants, Conditions and Restrictions set forth in this Declaration provided there is a practical difficulty or a particular hardship evidenced in the case, any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenants, Conditions, and Restrictions as to the remaining Property which is subject to this Declaration.

**13. POND AND DRAINAGE EASEMENT LIABILITY**

The drainage easements and ponds have been created and are required by the municipality to assist in the flow and detention of surface and storm water in the subdivision. The ponds and drainage areas are not intended to be used for swimming or recreational facilities, and any use of the ponds or drainage areas for such use is strictly prohibited. Any person entering into or using the ponds or drainage areas either intentionally or accidentally do so at their own risk. By purchase of a Lot in the subdivision, each Owner and its respective successors, assigns, heirs and personal representatives hereby waives, to the fullest extent permitted by law, any and all claims for liability against the Developer, the Association, and any Lot Owners whose Lot contains a drainage easement, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the ponds and drainage areas. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Developer, the Association, and any Lot Owners whose Lot contains a drainage easement, and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the ponds or drainage areas.

**14. DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS**

The day-to-day maintenance of any drainage easement area located on an individual Lot shall be the

responsibility of the owners of such Lot. Day-to-day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. Any major improvements shall be the responsibility of the Association. The day-to-day maintenance of any landscaping berms and plantings located on an individual Lot shall be the responsibility of the owners of such Lot. In the event a Lot owner fails to perform the maintenance obligations required herein, the Association shall have the right, but not the obligation, to perform the maintenance obligations after at least ten (10) days prior written notice to the Lot owner and charge the costs thereof to the Lot owner as a special assessment.

**15. TERM & SEVERABILITY**

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats., but including any future amendments, modifications or re-numbering of that section).

Any deviation from these restrictions must be approved by the developer. These deviations shall be allowed based upon the sole judgment of the developer and the developer's interpretation of a practicality or hardship need for the resident/home owner. These deviations must be manifested in writing. Any verbal declaration or deviation shall not be considered valid.

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26<sup>th</sup> day of October, 2004.

Union Grove Ventures, LLC, Developer

By: Scott Simon  
Scott Simon, Managing Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
)SS.  
RACINE COUNTY )

Waukesha

Personally came before me this 26<sup>th</sup> day of October, 2004, the above-named Scott Simon, to me known to be the person who executed the foregoing instrument and acknowledged

the same. Maria Christiansen  
Maria Christiansen  
Notary Public, Waukesha County, WI  
My commission expires 7/8/07

Drafted by: Scott Simon  
Developer  
Union Grove Ventures, LLC  
18650 Corporate Drive, Suite 305  
Brookfield, WI 53045

Return to: Infinity Builders, Inc  
18650 Corporate Drive, Suite 305  
Brookfield, WI 53045



EXHIBIT A  
LEGAL DESCRIPTION

(High Grove Estates Subdivision, Village of Union Grove, Racine County, State of Wisconsin)

A PARCEL OF LAND BEING PART OF THE SE 1/4 OF THE NW 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 21 EAST, VILLAGE OF UNION GROVE, RACINE COUNTY, WISCONSIN BEING MORE COMPLETELY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE WITH THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 32 N88°54'25"E, A DISTANCE OF 2654.54' TO THE CENTER OF SAID SECTION 32 ALSO BEING THE POINT OF BEGINNING; THENCE WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 32, S01°55'01"E, A DISTANCE OF 870.49' TO A POINT; THENCE N73°02'35" W, A DISTANCE OF 370.96' TO A POINT; THENCE N02°17'00"W, A DISTANCE OF 812.13' TO A POINT; THENCE N89°54'03"W, A DISTANCE OF 387.24' TO A POINT; THENCE N02°15'02"W, A DISTANCE OF 597.29' TO A POINT; THENCE N87°26'35"E, A DISTANCE OF 743.01' TO A POINT; THENCE WITH THE EAST LINE OF THE NW 1/4 OF SAID SECTION 32, S02°13'51"E, A DISTANCE OF 680.84' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 17.51 ACRES MORE OR LESS.