

DECLARATION OF RESTRICTIONS
COVENANTS & EASEMENTS
OAK MEADOW SUBDIVISION PHASE II

Document Number

Document Title



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Recording Area

Name and Return Address

Keating Law LLC
PO Box 125
Powers Lake, WI 53159

85-4-119-163-1025 through

Parcel Identification Number (PIN)

85-4-119-163-1063 and

85-4-119-163-0940

13

Drafted By:

**Colleen E. Keating
Keating Law LLC
262-877-2600**

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NO REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be place on this first page of the document or may be place on additional pages of the document.

**DECLARATION OF RESTRICTIONS
COVENANTS & EASEMENTS
OAK MEADOW SUBDIVISION PHASE II**

This Declaration (the "Declaration") is made by Oak Meadows LLC (the "Declarants"), as owner of all the platted lots in Oak Meadow Subdivision Phase II, a subdivision of part of the Northwest ¼ and Southwest ¼ of the Southwest ¼ of Section 16, Town 1 North, Range 19 East of the Fourth Principal Meridian, Village of Twin Lakes, County of Kenosha, State of Wisconsin.

PREAMBLE

- A. Declarant owns fee simple title to lots 25 through 63 Of Oak Meadow Subdivision Phase II (the "Subdivision").
- B. Declarant desires to develop a single family residential development subject to the restrictions and covenants contained herein.

- C. Declarant hereby creates Oak Meadow II Homeowner's Association to enforce the restrictions and covenants contained herein.

NOW, THEREFORE, Declarant hereby declares that the above described lots are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth.

OAK MEADOW II HOMEOWNER'S ASSOCIATION

- A. Declarant hereby forms an unincorporated association known as the Oak Meadow II Homeowner's Association (hereinafter "the Association") with offices at 39922 Bloomfield Road, Burlington, WI 53105, the authority of such Association commencing on the date this Declaration of Restrictions is recorded with the Register of Deeds for Kenosha County, Wisconsin.
- B. The business of the Association is the enforcement of these covenants and restrictions and any rules and regulations created.
- C. The duration of the Association shall be indefinite.
- D. This Association shall be governed by its Board of Directors elected by the members, who are authorized and empowered to do and perform the following:
 - 1. To provide for the maintenance, preservation and architectural control of any commonly owned property within the above-described subdivision, and to promote the health, safety, and welfare of the residents within said subdivision.

RECORDING AREA

NAME AND RETURN ADDRESS:

Keating Law LLC
P.O. Box 175
Powers Lake, WI 53159

See Attached Exhibit A

Parcel Identification Number (PIN)

2. To fix, levy, collect, and enforce payment by any lawful means, of all charges or assessments pursuant to the provisions of Section 779.70, Wis. Stats. which are hereby incorporated herein by reference; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
 3. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
 4. To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in this Declaration of Restrictions.
 5. To borrow money and with the assent of all voting members, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
 6. To dedicate, sell or transfer all or any part of the commonly owned property of the Association to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by all of the voting members of the Association, agreeing to such dedication, sale or transfer.
- E. The Declarant, and every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation; however, a member's voting rights may be assigned to a mortgagee as further security for a loan secured by a lien on a unit. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. The Association shall have one class of voting membership consisting of the lot owners who shall be entitled to one vote for each lot. When more than one person holds an interest in a lot, all such persons shall be members of the Association. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. All votes shall be cast by the owner who is designated as the voting member on the books of the Association.
- F. The Association may be dissolved with the assent of all of the votes as provided hereinabove. Upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to any non-profit corporation, association,

trust or other organization or entity to be used for purposes similar to those for which this Association is created.

- G. The Association shall have an annual meeting of members on the second Saturday in July or at such time as the members shall otherwise mutually agree. Special meetings of the members may be called at any time by the Board or by five (5) members.
- H. Written notice of each meeting shall be given by, or at the direction of, the directors, by delivering written notice, either personally or by mail at least ten (10) days before such meeting, to each owner entitled to vote thereat, last appearing on the books of the Association for the purpose of notice.
- I. A majority of the members must be present in person or by proxy at any meeting to conduct business.
- J. The Board of Directors consisting of five (5) directors shall be elected by ballot of the membership at the annual meeting for staggered two-year terms with two or three elected every other year. Directors shall serve until their successors are duly elected and qualified. Any vacancy occurring on the Board of Directors may be filled by the remaining directors by appointment from among the members of the Association, and directors so appointed shall hold office for the remainder of the term of such vacancy. A majority of the Directors shall constitute a quorum for the transaction of business at a meeting of the Board of Directors.

SECTION I - RESTRICTIONS

- A. Land Use and Building Type. No lot shall be used except for the construction of not more than one single family residence. A breezeway, if desired, may be attached to the principal dwelling. Each dwelling must have a three-car garage attached to the immediately adjoining principal building or to the breezeway; provided that a detached garage in lieu of an attached garage shall be allowed upon written consent obtained from the Building Control Committee (hereinafter referred to as "BCC").
- B. Architectural Control. 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 BCC as to quality of workmanship and materials, harmony of external design within existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected or place on any lot unless similarly approved. Approval shall be as provided in Section II B.
- C. Building Location. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines as required by the Village of Twin Lakes. No building shall be located closer to an interior lot line

than the minimum distance allowable under any building, zoning or other applicable law or regulation of the Village of Twin Lakes.

D. Division of Lots. No platted lot may be divided without the written consent of the BCC.

E. Construction Requirements. The following construction requirements shall apply to the improvement of all lots within the subdivision:

1. Dwelling Size.

- a. One-floor, ranch type: minimum of 1,500 square feet
- b. One and one-half story, cape cod type: minimum of 1,800 feet
- c. Bi-level type: minimum of 1,200 square feet on upper level and 600 square feet on lower level
- d. Two-story colonial type: minimum of 1,800 square feet
- e. Tri-level type: minimum of 1,400 square feet on main two levels with 400 square feet on third level

2. Exterior Materials and Quality.

- a. All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: brick, stone, wood, or other similar materials acceptable to the BCC and the construction shall be carried out with the material(s) as approved by the BCC. Not less than twenty-five percent (25%) of the front façade of any residence shall consist of brick, stone or other natural product approved by the BCC. Notwithstanding the foregoing, vinyl or aluminum materials shall be permitted for soffit and fascia.
- b. Any garage, accessory structure or breezeway, including the roof, shall be constructed of the same material and general design as the principal building on the lot.
- c. The main roofs of all buildings shall have a minimum 6/12 pitch, with at least one gable facing the street.
- d. 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 BCC at the at the time of approving the building plans, the dwelling will be

of a high quality and will have no substantial adverse effect upon property values.

- F. Sidewalks and Driveway. The owner of any lot or parcel shall install all required public sidewalks and a final driveway approach prior to occupancy of any principal dwelling.
- G. Curb Cuts. Curb cuts for driveways shall be made to Village standards at the expense of the lot owner, who shall be fully responsible for compliance with Village standards.
- H. Temporary Structures. No structures of a temporary character, including but not limited to a trailer, basement, tent, shed, shack, garage, barn or other out building, shall be used on any lot at any time as a residence or for any other purpose, whether temporarily or permanently, unless otherwise provided herein.
- I. Nuisances. No noxious, noisy or offensive activity shall be carried on, on any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.
- J. Animals. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs or cats or two other similar household pets or a combination thereof in such number may be kept, provided that such pets shall not be permitted outside the owner's lot unattended.
- K. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers and in an in conspicuous place.
- L. Signs. No sign, signboards or advertising material shall be erected on or in any lot or parcel other than the customary highway signs for use in connection with highways located within said real property and the customary signs of owners or agents advertising a parcel for sale.
- M. Driveways. Within twelve (12) months of the date of initial occupancy of any principal dwelling within the subdivision, the owner thereof shall, at his sole expense, construct a concrete or asphalt surface driveway, not less than 18 feet in width running from the street paving to the garage.
- N. Recreational Vehicles. No recreational vehicles, trailers, boats, recreational motor driven cycles or unlicensed vehicles may be stored, kept or parked outside, ungaraged.
- O. Operation of Motor Vehicle. In no event, may any motor driven vehicle be operated on any lot or parcel other than as egress or ingress thereto. No such vehicle may be operated in a noisy or offensive manner within the subdivision of said real property.

- P. Grass/Trees and Shrubbery. After residential construction has been completed on a parcel or lot, the owner thereof shall, within six (6) months thereafter, install, plant and maintain grass and shrubbery on this parcel or lot. Each lot owner shall install a minimum of four (4) trees.
- Q. Removal of Soils. Any excess excavated soil to be removed from a lot or parcel shall become the property of the Declarants and shall be deposited at locations within two miles of the removal site at the direction of the Declarants.
- R. Drainage Areas. The owners of each lot shall be individually responsible for the mowing and maintenance of the water drainage areas and shall not place any fill dirt in the area, or plant trees, shrubs or erect any building, or make any use whatsoever of the water drainage areas.
- S. Time of Construction and Completion. All dwellings shall be completed within twelve months from date of commencing construction thereof. The word "completed" shall mean that a dwelling is habitable within the principal and customary living quarters, as evidenced by the issuance of an occupancy permit by the building inspector for the Village of Twin Lakes.
- T. Moving of Dwelling. No dwelling may be moved onto or off of a lot or parcel without prior written consent of the BCC.

SECTION II – COVENANT FOR ASSESSMENTS

- A. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for repairs to Common Areas; (4) other special assessments as provided herein. All such assessments, together with interest thereon and costs of collection thereof, including actual attorney's fees incurred by the Developer or the Association, as the case may be, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall not be liable to the Association for the assessments for any Lot owned by the Developer in the Subdivision. Every subsequent Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to said assessment and shall pay the same or prorated amount in the year of closing to the

Association. Any deficiency may be assessed against all of the Owners in the form of a special assessment under this Section II.

B. Initial Assessment. At the time of closing of each initial sale of a lot from the Developer, the buyer shall pay to the Association an initial assessment of \$250.00 which shall be deposited into the Association's general fund. Additionally, upon any subsequent sale (other than by the Developer or any affiliate related entity of the Developer) or transfer of any lot, the buyer of any such lot shall also pay such an initial assessment of \$250.00 to the Association.

C. Annual General Assessment.

a. Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat 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 and accounting services to the Board of Directors.

b. Determination of the Assessment. For the first 3 years the general assessment shall be set at \$200.00 per property. For the 4th year the Board of Directors shall prepare and annually submit to the 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 C.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.

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 assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in quarterly 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 know post office address by United States mail, postage paid.

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

- D. Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years (or longer if deemed necessary in the reasonable discretion of the Board) 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 costs of replacing or repairing all pipes, drains, grates and other appurtenances located within any water drainage easement area.
- E. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.
- F. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas, including, but not limited to Outlots; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges, or liens.
- G. Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.
- H. Interest on Unpaid Assessment. Any assessment under this Section II which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to Fifty Dollars (\$50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.
- I. Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common

Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of sixty (6) 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 Kenosha County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin States §779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

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

SECTION III – CONTROL COMMITTEE

- A. Building Control Committee. The initial Building Control Committee shall be composed of Keith M. Keating and Colleen E. Keating as representatives of Oak Meadows LLC. Those two members may choose to appoint a third member but shall not be required to do so. A majority of the committee may designate a representative to act for it. In the event it shall become necessary to appoint a successor member, the remaining members shall designate such successor. Neither a member of the committee nor any representative shall be entitled to any compensation for services performed. The Building Control Committee may also be designated by the abbreviated form "BCC". In the event that Keith M. Keating and Colleen E. Keating decline to or are unable to serve as the BCC without appointing any successor(s), the BCC shall be composed of three representatives selected by the Board of Directors of Oak Meadow II Homeowners Association.
- B. Procedure. All requests for written consent from the BCC as required in this Declaration of Restrictions shall be in writing. A consent from the BCC to be valid must be in writing and signed by a majority of its members or its designated representative. No variance from the restrictions contained in this Declaration shall be permitted without first obtaining a valid consent.

SECTION IV – ENFORCEMENT, TERMINATION AND MODIFICATION

- A. Term and Effect. These restrictions are intended as covenants to run with the land and thereby benefit and burden the lots and parcels in said real property

accordingly. These restrictions shall be binding on all owners, successors, assigns and heirs, and each such party agrees to conform to and observe these restrictions, and these restrictions shall be so binding for a period of forty (40) years from the date recorded.

B. Enforcement. The Association or the owner of record of any lot within the subdivision may enforce the provisions of these restrictions in any manner provided by law or equity, including, but not limited to, the commencement of an action for:

1. Injunctive relief;
2. Specific performance;
3. Money damages.

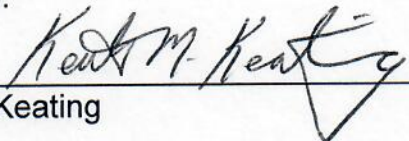
In the event that the Association or the owner of any lot within the subdivision is successful in any such proceeding against any person or persons violating or attempting to violate any covenant or restriction as provided herein, the Association or owner shall be entitled to recover all costs and attorneys fees incurred in the prosecution of such action from the person or persons violating or attempting to violate any covenant or restriction.

C. Severability. Invalidation of any one of these restrictions by judgement or order of any court or administrative agency shall in no way affect any other restriction and such other restriction(s) shall remain in full force and effect. Any restriction which shall be or become in violation of any law, regulation or restriction of a governmental body shall be construed as if in conformity with such law, regulation or restriction. If you notice a neighbor violating a restriction, please contact them personally requesting they adhere to the rules of the subdivision, before contacting the building control committee.

D. Definitions. The terms "lot" and "parcel" shall be interpreted as synonymous. The term "dwelling" shall mean a residential dwelling which provides permanent, separate housing occupancy for one family.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this

4th day of December, 2019.



Keith M. Keating (seal)

State of Wisconsin)
(ss:
County of Kenosha)

Personally came before me this 4th day of December, 2019, the above named Keith M. Keating, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Patricia Martens
Notary Public, State of Wisconsin
My commission expires: 5-15-2023

This instrument drafted by
Attorney Colleen Keating
Keating Law LLC
P.O. Box 175
Burlington, WI 53105

EXHIBIT A

Lots 25 through 63 and Outlot 4 of Oak Meadow Phase II Subdivision. Part of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16, Town 1 North, Range 19 East of the Fourth Principal Meridian, Village of Twin Lakes, County of Kenosha, State of Wisconsin.

Tax Parcel No. 85-4-119-163-1025 through 85-4-119-163-1063 for lots 25 – 63 and 85-4-119-163-0940 for Outlot 4.