

DECLARATION OF RESTRICTIONS, CONDITIONS  
COVENANTS, EASEMENTS, AND RESERVATIONS  
WITH RESPECT TO THE PROPERTY IN THE  
MEADOWS AND THE WOODS OF MAJESTIC  
ESTATES

Document Number

Document Title

**Majestic Estates-The Meadows**

Lot 1	86-4-119-352-1001
Lot 2	86-4-119-352-1002
Lot 3	86-4-119-352-1003
Lot 4	86-4-119-352-1004
Lot 5	86-4-119-352-1005
Lot 6	86-4-119-352-1006
Lot 7	86-4-119-352-1007
Lot 8	86-4-119-352-1008
Lot 9	86-4-119-352-1009
Lot 10	86-4-119-352-1010
Lot 11	86-4-119-352-1011
Lot 12	86-4-119-352-1012
Lot 13	86-4-119-352-1013
Lot 14	86-4-119-352-1014
Lot 15	86-4-119-352-1015
Lot 16	86-4-119-352-1016
Lot 17	86-4-119-352-1017
Lot 18	86-4-119-352-1018
Lot 19	86-4-119-352-1019
Lot 20	86-4-119-352-1020
Lot 21	86-4-119-352-1021

**Majestic Estates-The Woods**

Lot 1	86-4-119-341-2001
Lot 2	86-4-119-341-2002
Lot 3	86-4-119-341-2003
Lot 4	86-4-119-341-2004
Lot 5	86-4-119-341-2005
Lot 6	86-4-119-341-2006
Lot 7	86-4-119-341-2007
Lot 8	86-4-119-341-2008
Lot 9	86-4-119-341-2009
Lot 10	86-4-119-341-2010
Lot 11	86-4-119-341-2011
Lot 12	86-4-119-341-2012
Lot 13	86-4-119-341-2013
Lot 14	86-4-119-341-2014
Lot 15	86-4-119-341-2015
Lot 16	86-4-119-341-2016
Lot 17	86-4-119-341-2017



DOCUMENT

1562648

RECORDED  
At Kenosha County, Kenosha, WI 53140  
Louise I. Principe, Register of Deeds  
on: 7/14/2008 at 2:29PM  
80026584 \$43.00

REGDEED2 JANIK

Recording Area

Name and Return Address

Law Offices of Smith & Janik, LLC  
326 E. Main St.  
P.O. Box 268  
Twin Lakes, WI 53181

As shown *43*

Parcel Identification Number (PIN)

***This page is part of a legal document... DO NOT REMOVE.***

**DECLARATION OF RESTRICTIONS, CONDITIONS,  
COVENANTS, EASEMENTS, AND RESERVATIONS WITH  
RESPECT TO THE PROPERTY IN THE MEADOWS AND THE  
WOODS OF MAJESTIC ESTATES**

THIS DECLARATION IS MADE AND ENTERED INTO BY MAJESTIC ESTATE DEVELOPERS, INC., A WISCONSIN CORPORATION (HEREINAFTER "DECLARANT")

WITNESSETH:

Whereas, MAJESTIC ESTATE DEVELOPERS, INC., is the owner of all the following described real estate:

All of Majestic Estates, including "THE MEADOWS" and "THE WOODS" of Majestic Estates (hereinafter referred to jointly as "MAJESTIC ESTATES"), being subdivisions in the Village of Twin Lakes, Kenosha County, Wisconsin, MORE FULLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

Whereas, it is the intentions and desires of the Declarant that Majestic Estates Subdivision be developed in an orderly manner with due regard for aesthetic considerations, preservation and enhancement of property values, and protection of the health and well being of its inhabitants. Accordingly, in furtherance of such intention and desire, it is the present purpose of the Declarant hereby to fix and establish certain restrictions with respect thereto and also declare, grant and reserve certain easements and rights as hereinafter set forth. Declarant has or will form a Wisconsin non-stock corporation known as Majestic Estates Subdivision Association, or similar name (hereinafter referred to as the "Association"), for the purpose of owning, maintaining, and administering certain portions of the Property and Common Area, together with any common facilities and improvements thereon.

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby declare and make known:

1. **COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** The Subdivision shall be, on the date this Declaration is recorded, subject to:
  - a. General Taxes and special assessments not yet due and payable.
  - b. Easements and rights in favor of gas, electric, telephone, cable, and other utilities.
  - c. All other easements, covenants, declarations and restrictions of record.
  - d. All municipal, zoning and building ordinances.
  - e. All other governmental laws and regulations applicable to the Subdivision.
2. **LOT OWNER** "Lot Owner" (hereinafter referred to as the "Owner") shall mean a person, combination of persons, partnership, limited liability company, corporation or other entity, who or which holds legal title to a lot; provided, however, that in the

MAJESTIC ESTATES DECLARATION

event equitable ownership has been conveyed in the lot by means of a land contract or other similar document, "Lot Owner" shall mean the land contract purchaser.

**3. HOMEOWNERS ASSOCIATION**

- a. All Owners are required to be members of the Association. Purchase of any lot is an implied consent and an automatic request for membership in said organization, including the express consent to pay for any and all dues and special assessments as may be required.
- b. The Owner of each Lot shall be entitled to one (1) vote in the Association, subject, however, to suspension as provided herein. Even if a Lot is owned by more than one (1) person, the Lot must cast its vote as a whole. No fractional voting will be allowed or considered; however, for purposes of being eligible to vote as a member of the Association, the land contract, or other document establishing the equitable interest, or an instrument providing constructive notice of such interest must be recorded in the Kenosha County Register of Deeds Office.
- c. All owners acknowledge that title to any common areas shall be vested in said Association and under its total jurisdiction, control and management. Failure to comply with the requirements therein shall subject the particular landowner to actions at law as in other cases of private invasion or trespass.
- d. The Association shall be responsible for the maintenance, replacement, and presentability of the Common Elements including, but not limited to, the subdivision entrance elements such as signage, lighting, landscaping, as well as the landscaping of the islands in the cul-de-sacs.
- e. Declarant reserves the right to appoint and remove officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its officers (hereinafter "Declarant Control"). The period of Declarant control shall continue until the earlier of the following occur: (i) the expiration of five (5) years from the date the first Lot is conveyed to a person other than Declarant, or (ii) the expiration of thirty (30) days after the conveyance of seventy-five percent (75%) of the lots to Owners. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (i) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Subdivision, (ii) determine, levy, and collect assessments, (iii) grant easements, and (iv) enact and enforce rules and regulations for the use of the Subdivision. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without a payment of a termination fee upon at least ninety (90) days' prior written notice.
- f. Upon termination of the above specified period of the Declarant Control, or upon the earlier, voluntary relinquishment of control by Declarant, control of the

Association shall be turned over to the Owners; however, Declarant reserves the right to name one member, who need not be an Owner, of the Board of Directors until all lots have been conveyed to Owners (other than the Declarant) in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold lots and on any Common Elements (including obtaining any necessary easements therefore); (ii) to conduct promotional and sales activities using unsold Lots and Common Elements, which activities shall include, but are not limited to maintaining sales and management offices, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sales of the remaining Lots. However, any such acts shall not violate the rights of the Owners or the Mortgagees

#### **4. ASSESSMENTS**

- a. The Association shall, in accordance with the By-Laws, fix the assessments at such amount as the Association estimates to be necessary to meet the expenses of the Association (hereinafter referred to as "Common Expenses" and shall notify each Owner of the amount due and payable from such Owner. Such amounts shall be due from and payable by each Owner at such times as the Board shall reasonably determine. The assessment for each Lot shall at first be Two Hundred Fifty and no/100 dollars per calendar year (\$250.00). Assessment amounts are subject to modification by the Association as provided herein, but in any event will be rounded to the nearest whole dollar. The assessment for each Lot shall be equal to the assessment fixed for any and every other Lot.
- b. Owner shall commence to pay such Owner's assessment on the date on which such Owner purchases and takes title to a Lot. The assessment with respect to any Lot shall be adjusted according to the number months remaining in the period for which the assessment is applicable following such commencement and shall be payable upon the purchase of a Lot or in installments as determined by the Board in its sole discretion
- c. The Association shall have a lien from the date an assessment is made upon any Lot for assessments made against that Lot, which assessments remain unpaid. Such lien shall be subordinate to any first (1<sup>st</sup>) priority mortgage as described in section 708.09, Wisconsin Statutes. The lien shall secure payment of the assessment, interest and costs of collection, including reasonable attorney's fees. The lien may be recorded in the Kenosha County Register of Deeds office by an instrument executed by the Association and may be foreclosed. The Owner shall be personally liable for all unpaid assessments, interest and costs of collection. The liability shall not terminate upon transfer of ownership or upon abandonment by the Owner by disclaiming use of the Common Elements. When any lien is foreclosed, if the Owner remains in possession of the Lot, he, she, it, or they shall pay the reasonable rental value of the Lot. The Association shall be entitled to the appointment of a receiver of the Lot, as a matter of strict right. Assessments shall be paid without offset or deduction. No Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among or between Owners, the Association, the Declarant, or combination thereof. Rather, the Owner shall timely pay all assessments pending resolution of any dispute.

- d. If any assessment of Common Expenses is delinquent and a "Statement of Property Lien" as described in Section 703.16(9), Wisconsin Statutes, has been filed against a Lot, the Association may, upon notice to the Owner, suspend the voting rights of the delinquent Owner.
- e. Upon the purchase of a Lot, each Owner (other than the Declarant) shall pay to the Association an initial capital contribution of Two hundred fifty dollars and no/100 (\$250.00) as initial working capital to be deposited with the general funds of the Association and to be used by the Association. The payment shall be deemed to be the property of the Association and shall not be refundable or applied as a credit against any subsequent assessments. No owner shall have any vested or other rights with respect to any such payments.
- f. If the Board deems it necessary or appropriate, it shall, from time to time, estimate the total amount which will be required during any period designated by the Board for contingencies, replacements, extraordinary expenditures and similar matters and shall notify each Owner in writing of such amount, with reasonable itemization thereof, and containing each Owner's respective assessment therefore. On or before the twentieth (20<sup>th</sup>) day after the delivery of the foregoing notice, each Owner, jointly and severally, shall be personally liable for and obligated to pay the Board the assessments made.
- g. The Declarant shall not be required to pay any assessments on any Lot owned by the Declarant that is not improved by a dwelling or residence. The Declarant shall contribute to the costs of the operations of the Association such funds as shall be required for its operations after deduction of the assessments collected. It is understood that the Declarant may expend more or less than the amount of the assessment for the Lots owned by the Declarant. The Declarant shall be charged with responsibility for the operations and maintenance of the subdivision during the sales period and, as a result, will be contributing substantially to the Association and its operations.

**5. VACANT PROPERTY**

- a. Owners of all vacant and unimproved lots and plots now existing or which hereafter shall exist in Majestic Estates shall keep them in good order and sightly condition and shall prevent them from becoming a nuisance and detriment to the beauty of Majestic Estates and to the value of the improved property therein; action may be taken with reference to such vacant and unimproved lots and plots as may be necessary or desirable to keep them from becoming such a nuisance and detriment. The owners of vacant lots shall be responsible to maintain the unimproved property and keep the same free from rubbish and debris accumulation.
- b. No vehicles or items may be parked or stored on unimproved lots.

**6. ARCHITECTURAL REVIEW BOARD**

- a. The Architectural Review Board (hereinafter referred to as the "ARB") shall consist of the Declarant or three (3) individuals designated by Declarant, and may be changed by the Declarant at any time. In the event such designated parties or their heirs, successors, and/or assigns cease to act for any reason, and the Declarant no longer exists, then the Board shall appoint the individuals to comprise the ARB.
- b. The ARB shall regulate the design and appearance of all lots, residences, outbuildings, driveways, fences, walls or other structures to be erected, altered, remodeled, landscaped, placed or permitted upon the subdivision and all grading conducted in or on a Lot or portion of the subdivision upon which such structures are located, in such a manner so as to preserve and enhance the quantity and quality of water recharge and the values of the Lots and any residences located thereon, to maintain a harmonious relationship among the residences and to protect and preserve the first-class utility and integrity of the Subdivision.
- c. No Lot or residence shall be constructed, landscaped or have the exterior or roof remodeled, altered, reconstructed, expanded, painted, repainted, or otherwise be designed or modified in a manner that would affect the aesthetics of the residence or Lot, including, for example purposes only and without limitation: changes in the size, color, materials, type and/or location of window glass and treatments, storm and screen doors, garage doors, exterior doors and trim, vegetation, driveways, walkways, exterior lighting, mailboxes, awnings, antennas, railings, decks, patios, porches, dog runs, benches, flower boxes and shutters (hereinafter collectively referred to as "Work"), nor shall any Work commence until the Owner planning the Work has complied with the terms, provisions, and covenants set forth herein.
- d. Each Owner, by accepting title to a Lot, shall conclusively be deemed to have covenanted to submit to the ARB preliminary sketches for the proposed improvements which set for the basic floor plan with the four (4) elevations, the exterior materials proposed to be used along with the color selection. After approval of the preliminary sketches, final plans and specifications as requested by the ARB shall be submitted for approval prior to commencement of any Work. The ARB shall have the sole discretion and approval or disapproval of allowed uses in the subdivision.
- e. In the event the ARB fails to approve or reject the Plans (or any revised Plans) within sixty (60) days after the same have been submitted to the ARB, such Plans shall be deemed rejected. Upon approval of such Plans, all Work shall be promptly commenced by the Owner and diligently pursued to completion. All Work shall be completed within one (1) year after approval of such Work by the ARB. Completion of construction shall include finish grading of the property with landscaping. In the event of failure to complete such Work within the one (1) year time period, the ARB's approval shall expire; however, the Association shall have the right to complete all such Work and charge to the Owner the costs to complete such Work, with all such costs to be payable immediately upon receipt of an invoice by Owner.

- f. Should any Owner, subsequent to the approval of its Plans as provided above, alter, modify, or change the same, such alteration, modification or change must be submitted to the ARB for approval before the Owner commences or continues the Work. Further, should any Owner, subsequent to the completion of the Work, desire to reconstruct, or substantially improve, alter or change the design and/or appearance of his/her residence, such Owner must submit the plans and specifications for any such reconstructions, improvement, alteration or change to the ARB for its approval. The approval process for any of the foregoing reconstructions, improvements, alterations, modifications, or changes shall be the same as provided for elsewhere in this document.
- g. Each Owner, by accepting title to a Lot, shall conclusively be deemed to have covenanted and agreed to complete all Work in accordance with the Plans as approved by the ARB and in accordance with the law.
- h. Notwithstanding anything stated herein to the contrary, the Association shall be permitted, but shall not be obligated, to require any Owner to pay a reasonable processing or other fee in connection with the ARB's review of the Plans. Such fee, if required, shall be payable by such Owner, no later than ten (10) days after receipt of written notice of such fee, regardless of whether the Plans are approved or rejected. Such fee may be used for payment of any costs or expenses incurred by the ARB or the Association, including, without limitation, payment of fees for consulting architects, engineers, designers, inspectors, or attorneys retained by the ARB or the Association.
- i. Only those builders and contractors who have been approved by the ARB may construct residences or improvements on the Lot. The ARB shall approve or disapprove of such builders and contractors at the same time and in the same manner as provided herein for the approval of the Work on the Property.
- j. Notwithstanding anything to the contrary contained in this Declaration, it is understood that neither the ARB, the Association, nor the Declarant, by reason of the ARB's approval of any Plans (or any other items set forth herein), warrants or represents that (i) such Plans (or other items) are in compliance with the Laws applicable to the Lot and/or the Work or other construction, installation, remodeling, alteration, improvement, reconstruction or addition of or to a residence thereon, or (ii) the residence to be constructed, installed, remodeled, altered, improved, reconstructed or added to by the Owner will be structurally sound, functional, operational, habitable, or fit for its intended use or purpose; it being hereby expressly covenanted and agreed that all Owners by accepting title to a Lot, waive any and all claims against each of Declarant, Association, and the ARB, and their respective officers, employees, or agents for damages, costs, liabilities or expenses incurred by any Owner by reason of the violation of any Laws and/or the failure of the Work or residence to be structurally sound, functional, operational, habitable, or fit for its intended use or purpose.

**7. STRUCTURE GUIDELINES**

- a. The improvement of a Lot is subject to this Declaration to insure its appropriate use and to protect the Owners against such improper action as will depreciate the property values, it being against the erection of poorly designed or poorly

proportioned structures and structures built of improper or unsuitable materials, to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes, to insure the appropriate development of the Lots, and to encourage and secure the erection of attractive, substantial homes with appropriate locations within the Lot boundaries, to encourage, secure and maintain attractive and harmonious landscaping and, in general, to provide adequately for a high quality of improvements and thereby to enhance the value of investments made by purchasers of Lots.

- b. All Lots shall be used exclusively for residential purposes designed for family occupancy. The use of the Lots and any Common Elements shall comply with any applicable zoning or municipal ordinance, any municipal Development Agreement, and any other restrictions as contained herein. No use may unreasonably interfere with the use and enjoyment of any part of the subdivision by the other Owners. There shall be no storage of material, and there shall be no conduct of any activity which would compromise the collective good of the subdivision and of its Owners. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Owner in violation thereof and may be assessed against such Owners Lot.
- c. No buildings shall be erected nearer than those specified for each individual lot on the plat of subdivision, notwithstanding those setbacks as set forth in the plat of subdivision. Any portion of the eaves is considered as part of the building line, side yard, and rear yard requirements.
- d. All other setbacks of the subdivision plat shall be applicable.
- e. All residences shall have a minimum of 2500 square feet for a one (1) story building and a minimum of 3000 square feet for a one and one-half (1 ½) or a two (2) story building. These minimum measurements shall exclude garage, porches, and basements. All below grade areas shall not be considered in determining square footage.
- f. Each residence shall be serviced with an attached "side load" garage of no less than three (3) cars unless the topography and/or the layout of the lot does not reasonably allow for same. Garages with capacity for more than three (3) cars shall utilize doors a minimum of 16 foot wide. No more than two (2) doors are recommended. No garage shall be used for a temporary or permanent residential structure.
- g. The garage shall be built of materials similar to the main structure and shall be connected to the road by a properly hard surfaced driveway such as concrete, pavers or asphalt (such driveway is to be completed by the Lot Owner at such Lot Owner's expense within six (6) months from the date of issuance of any occupancy permit). All drives will be equipped with proper concrete culverts where necessary. In wooded lots, asphalt will be discouraged in order to protect the health of surrounding trees. In any case, drives finished with concrete or brick are strongly encouraged. The location of any driveway and its intersection with the public road shall be subject to approval of the ARB.



- h. One accessory building shall be permitted so long as the footprint of such building does not exceed 75% of the square footage of the first floor of the residence, not including garages or porches/ decks and in any case does not exceed 2000 square feet if the homesite 2 acres or less or 3000 square feet if the homesite is more than 2 acres.
- i. On homesites over 2 acres, up to 1500 square feet of the aforementioned accessory building may be designated as habitable area. Such an area may not be rented out and may only be used for the property owner's personal uses such as quarters for guests or domestic help.
- j. The building must be in compliance with the setbacks and all applicable requirements, laws, and ordinances of the Village of Twin Lakes. All utilities must be shared with the main structure (ie: they must not have separate meters). Said accessory building must be constructed with the same quality, construction, materials, style, and of the same aesthetic character as the residence. No such structure may be constructed with out ARB approval.
- k. No structure other than a residence, no accessory building other than a guesthouse or servants' quarters, no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes.
- l. Detached ornamental landscape structures (gazebos, decks, playhouses, etc) are subject to approval by the ARB.
- m. No residence shall be constructed with slab on grade construction.
- n. No flat, tar, or gravel roofs shall be allowed; Roofs shall be dimensional shingle, cedar shake or other roofing materials acceptable in quality to the ARB. All residences shall have minimum roof pitches of 8:12 or as otherwise approved by the ARB.
- o. Exterior building façade should be limited to three or fewer building materials. Natural materials such as, but not limited to brick, stone, wood, or other similar materials acceptable to the ARB. As a rule, vinyl or aluminum siding will not be approved by the ARB.
- p. Exterior colors of buildings shall be limited to neutral tones or other subtle colors as approved by the ARB. As a rule, bright colors will not be approved as they are not in keeping with the intended scheme of the subdivision.
- q. No cement blocks shall be allowed as an exterior to a residence.
- r. No building shall be located within any Lot nearer than 30 feet from a wetland boundary as shown on the subdivision plat.
- s. No items such as but not limited to fences, satellite dishes, antennas, walks, patios, yard lights or tennis courts shall be installed until plans are approved by the ARB according to the procedures outlined in this Declaration.
- t. Each Owner shall be responsible for insuring that drainage from said Lot adheres to the existing drainage patterns and that the owner's construction and other building activity does not interfere with or disrupt the drainage patterns of Owner's Lot or other Lots of the subdivision.

- u. No tank of any type, not excluding oil or gas tanks for fuel or any other purposes shall be erected on any lot.
- v. Above ground swimming pools are not allowed. No in-ground pools shall be built until plans and specifications of such pool have been approved by the ARB.
- w. Each lot owner shall install and maintain a mail and newspaper receptacle of a uniform design as approved by the ARB, and at locations to be approved the United States Postal Service.

**8. LANDSCAPE DESIGN AND MAINTENANCE GUIDELINES**

- a. All landscape designs (hereinafter referred to as the "Landscaping") must be approved by the ARB prior to the commencement of Work
- b. All existing trees are to be protected from damage to their roots and trunk during construction by the use of wraps and the maintenance of established grades around their bases through methods such as dry wells and retention walls, wherever possible. No tree may be removed or cut if diameter is in excess of six (6) inches without prior approval of the ARB. Any and all trees planted by the Declarant may not be removed without approval by the ARB. The ARB reserves the right to require an arborist to review plans to remove any trees in The Woods, Lots 10, 11, 12, 13, 15, and 16. Asphalt driveways will be discouraged in The Woods Lots 10, 11, 12, and 13 in an effort to preserve the mature hardwood forest.
- c. All lots shall be professionally landscaped within one (1) year of issuance of occupancy permit at a cost equal to, or in excess of, ten percent (10%) of the Lot purchase price. Given the topography and natural conditions of the subdivision, exceptions may be granted by the ARB based upon plans submitted prior to the commencement of construction.
- d. All lots must be final graded prior to occupancy of any residence, weather permitting.
- e. Each Owner shall be responsible for mowing and landscape maintenance of such Owner's Lot up to the property line of such Lot, and up to the street, such that the Lot will always present a neat and attractive appearance.
- f. The Association shall be responsible for the mowing and landscape maintenance of the entrances into the subdivision. It will also be responsible for maintaining the two ponds in The Meadows and Sherman Pond, located north of Majestic Way West in The Woods, as well as the islands in the two cul-de-sacs. The Sherman Pond is connected to a Dry Hydrant that is located along Majestic Way West; this Dry Hydrant will also be maintained by the Association.

**9. LAND USE**

- a. No outside parking of any motorized or non-motorized vehicle including, but not limited to a motor home, trailer, boat, camper, truck, automobile, or other vehicle is permitted on a Lot, improved or unimproved, for longer than 24 hours. Such vehicles must be stored in a garage or outbuilding.

- b. Domestic pets may be maintained by the Owners. All agricultural animals are prohibited, including hoofed animals. Maintenance of household pets is otherwise subject to local laws and ordinances.
- c. No manufacturing or industrial activities will be allowed on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the surrounding owners.
- d. No mining of any nature or kind shall be allowed on any of the lots.
- e. No sign of any nature or kind, advertising any commercial or professional purpose shall be permitted.
- f. There shall be no more than one residence on each lot.
- g. In the event that a buyer purchases more than one contiguous lot, that buyer shall build on one lot without encroaching the setbacks and lot lines of any lots contiguous to the building site, unless a permanent parcel combination affidavit is approved by the ARB and is recorded with the appropriate government entities.

**10. RETENTION PONDS**

- a. Certain lots in this subdivision contain all or a portion of a retention pond. Each such retention pond is subject to the jurisdiction and control of the Wisconsin Department of Natural Resources.
- b. Each lot owner shall indemnify and hold harmless the Declarant, the Association, each pond lot owner, and the owner of record of the Sherman Pond and their successors and assigns, against all loss or damage incurred as a result of injury to any persons or damage to any property, or as a result of any other cause or thing, arising from or relating to the existence, condition, or use or access to any pond by any person who gains access to such pond over or across such owner's lot with or without such owner's permission or concurrence, including but not limited to all expenses incurred by the Declarant, Association, any Pond Lot Owner and/or the owner of record of the Sherman Pond in defending against any such liability, claim or action for damages including reasonable attorney's fees.
- c. Some ponds are designed to be full of deep water year round and homeowners shall be aware of the potential for danger in and around these ponds, and shall exercise the utmost caution when in the vicinity of the ponds.
- d. Unless otherwise provided for, access to the retention ponds shall be limited to the lot owners who have contiguous land to the ponds and the easement surrounding said Pond. Retention ponds shall be kept free of debris and maintained at all times in a reasonably clean condition. Maintenance of the Ponds shall include providing such aeration and chemical treatments as deemed necessary or appropriate to retard stagnation, maintain the water level and quality within acceptable variances and control weed and algae growth. The Ponds shall be so maintained by the Declarant until the Association is formed, and thereafter by the Association. However, during the home construction process it is the responsibility of the Owner to prevent soil erosion from their site, from washing into the retention pond, thus silting over the pond and inhibiting drainage.

- e. All landscaping along water's edge shall be consistent with contiguous lots and subject to the approval of the ARB.
- f. Prohibited Activities: At no time may the pond be used for recreational purposes, including but not limited to the following: swimming, power boating, snowmobiling and ice-skating or any activity on the ice. The ponds may not be used as a source for landscape irrigation systems. No piers will be allowed.

**11. DECLARANT'S OPTION TO REPURCHASE LOTS**

- a. Construction of a residence must commence within a period of three (3) years from the time a lot is conveyed by the Declarant to the purchaser thereof, unless such three (3) year limit is extended by a written instrument duly executed by the Declarant.
- b. In the event that an owner has not commenced construction of a residence upon the lot(s) within three (3) years of the date of the delivery of the developer's deed, or the extended time given by the Declarant, the developer shall have the option to re-purchase the said lot(s).
- c. The purchase price shall be identical to the gross amount received by the developer less the amount of any items such as real estate taxes, revenue stamps, owner's title expenses. Liens or claims against said lot(s) and as a result of any act or omission of the owner.
- d. This option to purchase shall not merge with the Deed and shall run with the land.
- e. Declarant shall also have the identical rights to purchase said lot(s) if the owner shall commence construction and within one year fails to complete construction pursuant to the plans and specification submitted to the ARB and/or fails to obtain an occupancy permit from the Village of Twin Lakes, WI. The time of completion shall be extending by the ARB at its sole discretion as a result of any delay due to strike, lockouts, or acts of God or at the discretion of the ARB.
- f. In any event, the Declarant's option shall expire within ten (10) years of the date of the delivery of the developer's deed to the owner. The Declarant's option shall be binding upon the Owner's subsequent grantees, successors, assigns, beneficiaries, executors, administrators, and trustees.

- 12. DEED** Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same, subject to all restrictions, covenants, easements and reservations and the jurisdiction, rights and powers of the Declarant, created or reserved by this Declarant or by the plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall run with the land and bind every Owner of any interest therein and inure to the benefit of such Owner or in like manner, as though the provisions of this Declaration were recited and set forth at length in each and every such deed of conveyance or contract lease. Enforcement of this provision hereof by any such Declarant, as aforesaid, shall be by proceedings as law or in equity against any person or persons violating or attempting

to violate any thereof either to restrain violation, to remove such violation or to recover damages.

13. **WAIVER** No restrictions imposed shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches may occur.

14. **INVALIDITY** The invalidity of any restrictions hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or have effect on the remaining provisions hereof.

15. **DRAINAGE**

- a. Each of the lot owners shall not in any way obstruct or restrict the natural flow of the drainage for the subdivision. The drainage of this subdivision is engineered so as to preserve the natural state of the property, and no obstruction shall be created or caused by a lot owner.
- b. Each owner acknowledges by acceptance of a deed to a lot that the drainage and detention area is for the benefit of the entire subdivision.
- c. The ARB, or any subsequent Association, shall have the right to prevent any obstruction to the natural flow of the drainage and/or storm detention within the subdivision.
- d. The duly designated officials and employees of the Village of Twin Lakes and of Kenosha County, Wisconsin, are hereby granted an easement to enter upon, on and over areas of on-site detention improvements and common areas of the purpose of inspecting such areas and to determine whether the improvements and system therein and thereon have been and are being properly maintained in conformity with applicable conformity with applicable restrictions, ordinances, and regulations. If it is determined that the facilities are not in conformity with applicable restrictions, ordinances and regulations, the Village of Twin Lakes and/or Kenosha County, Wisconsin, shall give the Association written notice of such determination.
- e. Further, the Village of Twin shall be empowered to compel correction of a problem concerning maintenance after providing notice to the Association or Declarant, although notice shall not be required in the event that the Village determines that the failure of maintenance constitutes an immediate threat to public health, safety, and welfare. If the Association fails to perform the necessary maintenance within a reasonable time after receiving notice of a determination, the Village of Twin Lakes shall have the right to perform or cause to be performed such maintenance or other operations necessary to preserve the drainage structures and characteristics of the on-site detention and improvements. If the Village of Twin Lakes deems it necessary to perform such service, it shall be entitled to complete reimbursement, including all reasonable costs and attorney's fees from the Declarant or the Association. The amount of reimbursement, if unpaid after a reasonable time of being incurred shall constitute a lien against the Association, Declarant, or any individual lot owner or member of the Association.

- f. The easement described herein is an easement appurtenant running with the land; it shall at all times be binding upon the Association, all of its grantees and their respective heirs, successors, personal representatives, and assigns, perpetually and in full force.

**16. INSURANCE**

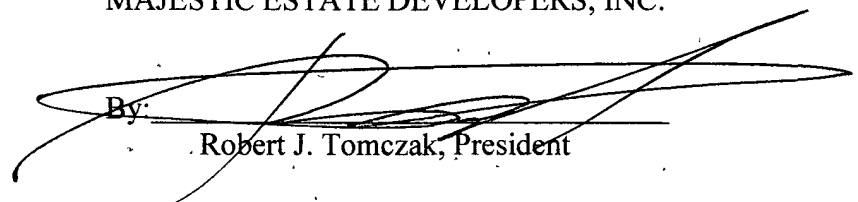
- a. The Association shall obtain and maintain insurance for the Common Elements on an "all risk basis" for an amount not less than the full replacement value of the insured property. For purposes of this paragraph, "insured property" shall include any and all of the Common Elements of the subdivision.
- b. Liability Insurance The Association shall maintain general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable, but not less than One Million Dollars (\$1,000,000). The policies may, at the discretion of the Board of Directors of the Association, include standards coverage for the errors and omissions of the Association directors and officers. The Association shall be the named and insured. Such policies shall also contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligence on the part of the Association or any Owners or their visitors.
- c. Fidelity Insurance If the Board of Directors of the Association affirmatively elects, the Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured and the insurance shall be in an amount not less than fifty percent (50%) of the Association's annual operating expenses and reserves.
- d. Retention Pond The Association shall maintain with respect to the retention pond and that portion of such lot a comprehensive public liability insurance policy having a combined single limit of liability of not less than One Million Dollars (\$1,000,000), naming the Owner of such lot as additional insured. In addition, the owner of record of Sherman Pond will be named as an additional insured.
- e. Administration Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from insurance carriers licensed or permitted to do business in the State of Wisconsin.
- f. Commencement All insurance required of the Association by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Lot.

- 17. MODIFICATION** The Declarant shall have the right from time to time hereafter to make all reasonable and necessary modifications, changes, and alterations and additions with respect to the Covenants and Restrictions herein contained, PROVIDED, HOWEVER, that any modifications, changes, alterations, and additions shall be made only by an instrument in writing signed by the undersigned and recorded in the office of the Recorder of Deeds of Kenosha County, Wisconsin and approved in writing by the County of Kenosha and Village of Twin Lakes.

18. **ASSIGNABILITY** The rights, privileges and powers hereby retained by the Declarant shall be assigned to, and shall inure to the benefit of, its successors and assigns.
19. **RE-SUBDIVISION OF LOTS** There shall be no re-subdivision of any lots or any part thereof so long as these covenants, conditions, and restrictions are in full force and effect.
20. **AMENDMENTS** Except as otherwise provided herein, this Declaration may only be amended with the written consent of the Owners owning at least seventy-five percent (75%) of the Lots; however, no such amendment may substantially impair the security of any mortgagee. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association and duly acknowledged or authenticated, is recorded with the Kenosha County Register of Deeds as required by Statute.
21. **NOTICES** The person to receive service of process for the subdivision or the Association shall be the designated Corporate Agent of the Association, which designation shall be filed with the office of the Department of Financial Institutions of the State of Wisconsin.
22. **REMEDIES** If any Owner fails to comply with all provisions of the Act, this Declaration, the Association Bylaws, the Articles of Incorporation, or with any rules and regulations promulgated by the Association, the Owner may be sued for damages caused by such failure or for injunctive relief, or both, by the Association or by any other Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred and no/100ths Dollars (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorneys' fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Owner in violation and may be assessed against such Owners Lot. Individual Owners shall have similar rights of action, but not reimbursement, against the Association
23. **GENERAL**
- a. **Corrections of Errors** The acceptance of a conveyance of a Lot in this Subdivision shall be deemed to grant to and vest in the Declarant the power of attorney on the part of the Owner to amend this Declaration and the Association Bylaws to correct errors or omissions and/or to comply with any applicable law, ordinance, or regulation.
- b. **Invalidity of a Provision** If any of the provisions of this Declaration, the Association's Articles of Incorporation, the Association's Bylaws, or of any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.
- c. **Conflict in Subdivision Documents** In the event a conflict exists among any provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

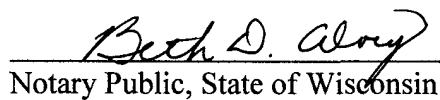
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 19<sup>th</sup> day of June, ~~2006~~ 2008

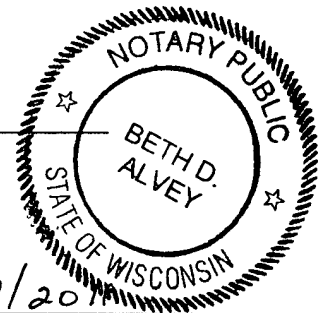
DECLARANT  
MAJESTIC ESTATE DEVELOPERS, INC.

By:   
Robert J. Tomczak, President

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF KENOSHA )

Personally came before me this 19<sup>th</sup> day of June, <sup>2008</sup> ~~2006~~, the above named members, to me known to be the persons who executed the foregoing instrument and acknowledge the same in their capacity and for the purposes therein intended

  
Notary Public, State of Wisconsin



My commission expires 11/27/2011

This document drafted by Robert Tomczak.



**EXHIBIT A**

**LEGAL DESCRIPTIONS OF PROPERTY**

**THE MEADOWS OF MAJESTIC ESTATES**

PART OF THE SOUTHEAST  $\frac{1}{4}$  AND THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF TWIN LAKES, COUNTY OF KENOSHA, AND STATE OF WISCONSIN.

**THE WOODS OF MAJESTIC ESTATES**

PART OF THE SOUTHEAST  $\frac{1}{4}$  AND THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF TWIN LAKES, COUNTY OF KENOSHA, AND STATE OF WISCONSIN.