

Peterson's Golden Meadows Subdivision Restrictions

WHEREAS, Neumann Enterprises, Inc., ("Declarant") owner of Peterson's Golden Meadows Subdivision,

WHEREAS, Peterson's Golden Meadows Subdivision described as being part of the NE ¼ and NW ¼ of Section 5, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

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

NOW, THEREFORE, the following covenants running with the land shall apply to Lots 1 through 86 and Outlots 1 through 4.

1. All Federal, State, and City of Kenosha laws, rules, ordinances and orders shall supersede anything contained within this document except where the restrictions are more restrictive than the City ordinances. If in any way the items contained in this document are in conflict either now or in the future with City ordinances then the City ordinances shall take priority.
2. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and all residences as a minimum shall have a two car private attached garage measuring not less than 440 square feet. No homes shall be built in Peterson's Golden Meadows Subdivision with less than a 5/12-roof pitch. All homes shall be sided with vinyl, aluminum, brick, cedar, stone or some combination thereof, except as specifically authorized by the Architectural Control Committee.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. NOTE: Approval may be denied solely based on harmony of external design as determined by the Architectural Control Committee.
4. The Peterson's Golden Meadows Subdivision Homeowners' Association shall serve as an Architectural Control Committee after all lots have been sold by Declarant or ten years from the recording of these restrictions, whichever occurs first. Until that time, Mark W. Neumann, or his heirs or assigns, shall serve as an Architectural Control Committee for the purpose of enforcing the restrictions set out herein.

5. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no lawsuit has been commenced within six (6) months of the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.
6. Easements for installation and maintenance of utilities, drainage facilities, and storm water retention areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot. The storm water retention basins shall be maintained by the homeowners association.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, whether temporarily or permanently.
8. No sign of any kind shall be displayed to the public view on any lot except a "For Sale" sign or a sign used by the builder or owner. Developer Mark W. Neumann reserves the right to install subdivision signage and landscaping within the required setbacks on Lots 1 and/or 73. If, however, there is an existing residential structure on said lot at the time of signage installation, said signage shall not be closer than 10 feet from the residential dwelling.
9. No animals except household pets (provided that they are not kept, bred or maintained for commercial purposes) may be kept within Peterson's Golden Meadows Subdivision.
10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and hidden from public view.
11. That the minimum floor area of the dwelling shall not be less than states as follows:

Single story shall be 1400 square feet, bi-levels shall be 1400 square feet on the first level, tri-levels shall be 1400 square feet on the upper two levels, and a two story shall be 1800 square feet on the upper two floors, contemporary designs by Architectural Control Committee approval only.
12. All set back lines must follow the minimum requirements as set forth by City of Kenosha ordinance.

13. No business or commercial structure shall be erected or allowed to operate on said premises except as in compliance with the City of Kenosha Zoning Ordinances relating to home occupations and home offices.
14. No camper, motorhome, recreational vehicle, boat, trailer, bus, truck or motorcycle or any other unsightly or unlicensed vehicle may be stored or kept on any lot for longer than 48 hours per year unless kept within a garage with the door closed. No trucks, motorcycles or automobiles shall be parked in the private street right-of-way with the exception of an occasional social gathering.
15. On the east line of Outlots 1 and 2, the south line of Outlot 3 and the south and the west lines of Outlot 4, there shall be a tree protection buffer yard. Within 20 feet of these outlot boundaries, it shall be prohibited to remove any tree greater than 2" in diameter (DBH). On the south line of Outlot 3 and the south and west lines of Outlot 4 there shall be a "no structure" buffer yard. Within 40 feet of these outlot boundaries, structures are prohibited including swimming pools, outbuildings, fences and playground equipment.
16. Sidewalks shall be installed prior to occupancy of the residential units, where practical, but not later than six (6) months from the date of occupancy. In the event property owner fails to comply with this requirement prior to occupancy, owner shall provide the City with an assurance in an amount determined by the City Engineer. In the event the developer must enforce this provision through court action, either to install sidewalks or collect fees, property owner agrees to pay reasonable attorney fees and court costs in addition to above costs.
17. Within twelve (12) months of occupancy of the residence and following the installation of sidewalks and utilities, but not later than eighteen (18) months after the date upon which the City of Kenosha shall approve the final plat of subdivision in which such landscaping shall be located, the developer shall be required to plant trees as per the attached landscape design, recorded for reference as part of the Restrictions. The City Forester will locate where the trees will be planted from the plat as per the City of Kenosha requirements.
18. As part of new home construction, lot owner shall construct a driveway, apron, and approach for each residential unit at his/her cost and expense, with a six (6) inch aggregate base covered by two and one-half (2 ½) inch bituminous concrete surface course in accordance with City ordinances. Paving bricks having a minimum thickness of four (4) inches are an acceptable alternative for driveway and aprons. The surface course shall be installed prior to occupancy where practical, but not later than six (6) months from the date of occupancy of each residential unit served thereby. In the event that the driveway, apron and approach are not paved prior to occupancy, the owner shall provide the City with an assurance in an amount determined by the City Engineer. In the event the developer must enforce this provision through court action, either to do the driveway, apron and approach or collect fees, property owner agrees to pay reasonable attorney fees and court costs in addition to the above costs.

19. These Covenants are to run with the land and shall be binding on all Parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots have been recorded agreeing to change said Covenants in whole or in part.
20. The Association shall have the power to levy an annual assessment against each lot in the subdivision for the purpose of defraying, in whole or in part, the costs incurred by the Association. Such annual assessment shall be levied by the Association as of January 31 of each year and a statement for such amount shall be mailed to the owner of each lot as of such date and shall be payable on or before March 31 of each year. The annual assessment prorata share per lot shall be 1/86.
21. If the assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of 12% per annum and shall, together with such interest thereon and costs of collection (including attorneys fees incurred by the Association), become a continuing lien on the lot and shall bind such lot in the hands of the then owner, the owner's heirs, personal representatives, successors, and assigns. Such assessment shall also be the personal obligation of the owner of the lot at the time the assessment becomes delinquent. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot and there shall be added to the amount of such assessment, interest, all court costs, attorneys fees incurred by the Association, and related costs.
22. The Association shall, upon demand, at any time furnish to any lot owner a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.
23. Declarant, any lot owner or the Peterson's Golden Meadows Subdivision Home Owners' Association shall have the right to enforce by a proceeding at law or in equity or both all of the terms and provisions of these Covenants and Restrictions. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction either to restrain the violation or to recover damages for such violation. Any person violating or attempting to violate any of the terms and provisions of these Covenants and Restrictions shall pay all reasonable attorneys' fees and costs incurred by the Declarant, the Association or lot owner in enforcing these Covenants and Restrictions.
24. Invalidation of any one of these Covenants by Judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
25. Declarant reserves the right to install subdivision signage within required setbacks. If, however, there is an existing residential structure on said lots at the time of signage installation said signage shall not be placed closer than 30' from the residential dwelling.

26. These restrictions may be amended at any time by a majority vote from the Home Owners Association with only one vote per lot or unilaterally by the Declarant until 100% of the lots have been sold.

DATED this _____ day of _____, 20__

Mark W. Neumann, President
Neumann Enterprises, Inc.

STATE OF WISCONSIN)
 :SS
COUNTY OF KENOSHA)

Personally came before me, this _____ day of _____, 20__
the above named _____ to me known
to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, _____ County, WI
My Commission Expires: _____

**Amendment to Peterson's Golden Meadows
Subdivision Restrictions**

WHEREAS, Neumann Enterprises, Inc. (Declarant) is the owner of Peterson's Golden Meadows Subdivision,

WHEREAS, Peterson's Golden Meadows Subdivision is described as part of the NE 1/4 of the NW 1/4 and the NW 1/4, NE 1/4, SW 1/4 and SE 1/4 of the NE 1/4 of Section 5, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin,

WHEREAS, the original Peterson's Golden Meadows Subdivision Restrictions were recorded on June 2, 2003 as Doc. No. 1331190 in the Office of the Kenosha County Register of Deeds,

NOW, THEREFORE, Declarant hereby declares that the Restrictions be amended as follows:

- 1) Section 25 is deleted.
- 2) Regarding Outlot 1, the owner of each lot shall have a proportionate share of ownership interest in Outlot 1 and the maintenance of Outlot 1 including the stormwater detention facilities shall be the responsibility of the Peterson's Golden Meadows Homeowners' Association.
- 3) Declarant retains ownership of Outlots 2, 3, 4 and 5. Owners of Lots 1 through 86 shall have no ownership interest in Outlots 2, 3, 4 and 5.

Dated this _____ day of _____, 2003.

Mark W. Neumann, President
Neumann Enterprises, Inc.

STATE OF WISCONSIN)
 :ss
COUNTY OF _____)

Personally came before me this _____ day of _____, 2003 the above-named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, _____ County
My Commission Expires: _____

**Third Amendment to Peterson's Golden Meadows
Subdivision Restrictions**

WHEREAS, Neumann Enterprises, Inc. (Declarant) is the owner of Peterson's Golden Meadows Subdivision,

WHEREAS, Peterson's Golden Meadows Subdivision is described as part of the NE 1/4 of the NW 1/4 and the NW 1/4, NE 1/4, SW 1/4 and SE 1/4 of the NE 1/4 of Section 5, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin,

WHEREAS, the original Peterson's Golden Meadows Subdivision Restrictions were recorded on June 2, 2003 as Doc. No. 1331190 in the Office of the Kenosha County Register of Deeds,

NOW, THEREFORE, Declarant hereby declares that the Restrictions be amended by adding a section as follows:

"The purpose of this Covenant is to ensure that lot owners understand that lot grades have been established as part of a master grading plan and that all owners are responsible for maintaining the approved lot grades. The lot grades may not be changed unilaterally by any lot owner without City of Kenosha approval."

Dated this ____ day of _____, 2003.

Mark W. Neumann, President
Neumann Enterprises, Inc.

STATE OF WISCONSIN)
 :SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2003 the above-named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, _____ County
My Commission Expires: _____

Fourth Amendment to Peterson's Golden Meadows Subdivision Restrictions

WHEREAS, Neumann Enterprises, Inc. (Declarant) is the developer of Peterson's Golden Meadows Subdivision,

WHEREAS, Peterson's Golden Meadows Subdivision is described as part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin,

WHEREAS, the original Peterson's Golden Meadows Subdivision Restrictions were recorded on June 2, 2003 as Doc. No. 1331190 in the Office of the Kenosha County Register of Deeds,

WHEREAS, the 2nd Amendment to Peterson's Golden Meadows Subdivision Restrictions was recorded on October 16, 2003 as Doc. No. 1358102 in the Office of the Kenosha County Register of Deeds,

WHEREAS, the 2nd Amendment to Peterson's Golden Meadows Subdivision Restrictions states "These restrictions may be amended at any time by a majority vote from the Homeowners Association with only one vote per lot or, unilaterally by the Declarant until one year after 100% of the lots have been built upon and occupancy permits granted,

NOW, THEREFORE, Declarant hereby declares the following:

1. The Restrictions for Peterson's Golden Meadows Subdivision be amended by adding the owners of Lots 1 through 66 of Peterson's Golden Meadows South Subdivision to enjoy all the rights and responsibilities of the original Restrictions and any subsequent amendment to those Restrictions as members of the Peterson's Golden Meadows Homeowners Association.
2. Outlots 1 and 4 of Peterson's Golden Meadows South Subdivision shall be perpetually owned and maintained by the Homeowners Association including owners of lots in Peterson's Golden Meadows Subdivision and Peterson's Golden Meadows South Subdivision and any subsequent Subdivisions added to the Homeowners Association.
3. Declarant retains ownership of Outlots 2, 3, 5 and 6 of Peterson's Golden Meadows South Subdivision.
4. Declarant reserves the right to install subdivision signage and landscaping within the required setbacks on Lot 1 of Peterson's Golden Meadows Subdivision.

Dated this ____ day of _____, 2003.

Mark W. Neumann, President
Neumann Enterprises, Inc.

STATE OF WISCONSIN)
 :SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2003 the above-named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, _____ County
My Commission Expires: _____

**Fifth Amendment to Peterson's Golden Meadows
Subdivision Restrictions**

WHEREAS, Neumann Enterprises, Inc. (Declarant) is the developer of Peterson's Golden Meadows and Peterson's Golden Meadows South Subdivision,

WHEREAS, Peterson's Golden Meadows and Peterson's Golden Meadows South Subdivisions are described as part of the NE ¼ of the NW ¼ and the NW ¼, NE 1/4, SW ¼ and SE ¼ of the NE ¼ of Section 5, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin,

WHEREAS, the original Peterson's Golden Meadows Subdivision Restrictions were recorded on June 2, 2003 as Doc. No. 1331190 in the Office of the Kenosha County Register of Deeds,

WHEREAS, the 2nd Amendment to Peterson's Golden Meadows Subdivision Restrictions was recorded on October 16, 2003 as Doc. No. 1358102 in the Office of the Kenosha County Register of Deeds,

WHEREAS, the 2nd Amendment to Peterson's Golden Meadows Subdivision Restrictions states "These restrictions may be amended at any time by a majority vote from the Homeowners Association with only one vote per lot or, unilaterally by the Declarant until one year after 100% of the lots have been built upon and occupancy permits granted,

NOW, THEREFORE, Declarant hereby declares the following:

The following sections shall be added to the Peterson's Golden Meadows Subdivision Restrictions:

1. All lot buyers and builders in Peterson's Golden Meadows and Peterson's Golden Meadows Subdivisions are hereby put on notice that additional phases to these subdivisions will be constructed in 2004 and 2005. This construction will involve large earth moving machinery, etc. which will generate noise, dust and other disturbances throughout the process.

Dated this ____ day of _____, 2004.

Mark W. Neumann, President
Neumann Enterprises, Inc.

STATE OF WISCONSIN)
 :SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2004 the above-named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, _____ County
My Commission Expires: _____

Sixth Amendment to Peterson's Golden Meadows Subdivision Restrictions

WHEREAS, Neumann Enterprises, Inc. (Declarant) is the developer of Peterson's Golden Meadows Subdivision,

WHEREAS, Peterson's Golden Meadows Subdivision is described as part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin,

WHEREAS, the original Peterson's Golden Meadows Subdivision Restrictions were recorded on June 2, 2003 as Doc. No. 1331190 in the Office of the Kenosha County Register of Deeds,

WHEREAS, the 2nd Amendment to Peterson's Golden Meadows Subdivision Restrictions was recorded on October 16, 2003 as Doc. No. 1358102 in the Office of the Kenosha County Register of Deeds,

WHEREAS, the 2nd Amendment to Peterson's Golden Meadows Subdivision Restrictions states "These restrictions may be amended at any time by a majority vote from the Homeowners Association with only one vote per lot or, unilaterally by the Declarant until one year after 100% of the lots have been built upon and occupancy permits granted,

NOW, THEREFORE, Declarant hereby declares the following:

1. The Restrictions for Peterson's Golden Meadows Subdivision be amended by adding the owners of Lots 67 through 77 and Outlots 8 through 11 of Peterson's Golden Meadows South Addition #1 Subdivision to enjoy all the rights and responsibilities of the original Restrictions and any subsequent amendment to those Restrictions as members of the Peterson's Golden Meadows Homeowners Association.
2. The Restrictions for Peterson's Golden Meadows Subdivision be amended by adding the owners of Lots 78 through 183 of Peterson's Golden Meadows South Addition #2 Subdivision to enjoy all the rights and responsibilities of the original Restrictions and any subsequent amendment to those Restrictions as members of the Peterson's Golden Meadows Homeowners Association.
3. The Restrictions for Peterson's Golden Meadows Subdivision be amended by adding the owners of Lots 87 through 157 of Peterson's Golden Meadows Addition #1 Subdivision to enjoy all the rights and responsibilities of the original Restrictions and any subsequent amendment to those Restrictions as members of the Peterson's Golden Meadows Homeowners Association.

