

NeuVillage Subdivision

Covenants and Restrictions Title of Document

Document Number

Lots 1-6, 8, 10-32, 38-42 and 45-49 in NeuVillage being a division of Outlot 8 of Leona's Rolling Meadows addition #1 a part of the NW ¼, and SW ¼ of the SW ¼ of Section 4, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.



DOCUMENT

1534812

RECORDED

At Kenosha County, Kenosha, WI 53140
Louise J. Principe, Register of Deeds
on 9/24/2007 at 10:25AM \$25.00
70047349

JANK

RECORDED

Recording Area

Name and Return Address
Neumann Developments Inc.
W330 N6233 Hasslinger Drive
Nashotah, WI 53058

See Attached List
Parcel Identification Number (PIN)

September 13, 2007

NeuVillage Subdivision Restrictions

WHEREAS, Neumann Developments Inc., ("Declarant") is the owner of Lots 1-6, 8, 10-32, 38-42 and 45-49 in NeuVillage Subdivision,

WHEREAS, NeuVillage being a division of Outlot 8 of Leona's Rolling Meadows addition #1 a part of the NW ¼, and SW ¼ of the SW ¼ of Section 4, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

WHEREAS, a Homeowners Association shall be formed called NeuVillage 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 1-6, 8, 10-32, 38-42 and 45-49

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 NeuVillage Subdivision with less than a 5/12-roof pitch. All homes shall be sided with vinyl, aluminum, brick, cedar, stone or some combination thereof, except as specifically authorized by the Architectural Control Committee.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. NOTE: Approval may be denied solely based on harmony of external design as determined by the Architectural Control Committee.
4. The NeuVillage 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.

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5. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no lawsuit has been commenced within six (6) months of the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.
6. Easements for installation and maintenance of utilities, drainage facilities, and storm water retention areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot. The storm water retention basins shall be maintained by the homeowners association.
7. Regarding 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 storm water detention facilities shall be the responsibility of the NeuVillage Subdivision Homeowners' Association in perpetuity. The Association shall conduct routine maintenance in spring and fall of each year to include examination of the ponds, outlet structures, emergency spillways, skimmers and vegetative cover of the banks. Long term maintenance shall be conducted to maintain an average depth of three feet in the permanent pools, or every 10 years whichever occurs first.
8. 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.
9. 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.
10. No animals except household pets (provided that they are not kept, bred or maintained for commercial purposes) may be kept within NeuVillage Subdivision.
11. 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.
12. That the minimum floor area of the dwelling shall not be less than states as follows:

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

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13. All set back lines must follow the minimum requirements as set forth by City of Kenosha ordinance.
14. Lot grades have been established as part of a master grading plan and all owners are responsible for maintaining the approved lot grades. These lot grades may not be changed unilaterally by any lot owner without City of Kenosha approval.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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

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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.

21. 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 1/40.
22. 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.
23. 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.
24. Declarant, any lot owner or the NeuVillage 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.
25. 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.
26. These restrictions, except those which are the lot owners' responsibility in perpetuity, may be amended at any time by a majority vote from the Home Owners Association with only one vote per lot or unilaterally by the Declarant until one year after 100% of the lots have been built upon and occupancy permits granted.
27. Homeowners Association may grant such easements as may become necessary for the orderly development and long term maintenance of this subdivision.

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28. It is understood that should the Leona's HOA so desire, the NeuVillage HOA will voluntarily merge with the Leona's Rolling Meadows HOA once all 40 lots that are included in these NeuVillage restrictions have building permits issued.
29. Lot owners are put on notice that there are specific design requirements for homes built in NeuVillage that are referred to in the Developers Agreement document number 1447447 recorded in Kenosha County on August 26, 2005.

Lot 1	6610 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-001
Lot 2	6618 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-002
Lot 3	6702 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-003
Lot 4	6710 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-004
Lot 5	6718 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-005
Lot 6	8502 68 th Street, Kenosha, WI	PIN 03-122-04-327-006
Lot 8	6814 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-008
Lot 10	6830 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-010
Lot 11	8415 69 th Street, Kenosha, WI	PIN 03-122-04-327-011
Lot 12	8405 69 th Street, Kenosha, WI	PIN 03-122-04-327-012
Lot 13	6918 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-013
Lot 14	7000 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-014
Lot 15	7010 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-015
Lot 16	7009 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-016
Lot 17	7001 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-017
Lot 18	6921 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-018
Lot 19	6913 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-019
Lot 20	6905 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-020
Lot 21	6821 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-021
Lot 22	6813 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-022
Lot 23	6805 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-023
Lot 24	6735 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-024
Lot 25	6727 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-025
Lot 26	6719 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-026
Lot 27	6711 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-027
Lot 28	6703 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-028
Lot 29	6615 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-029
Lot 30	6607 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-030
Lot 31	6608 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-031
Lot 32	6616 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-032
Lot 38	6806 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-038
Lot 39	6818 84 th Avenue, Kenosha, WI	PIN 03-122-04-327-039
Lot 40	8414 69 th Street, Kenosha, WI	PIN 03-122-04-327-040
Lot 41	6821 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-041
Lot 42	6807 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-042
Lot 45	6717 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-045
Lot 46	6709 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-046
Lot 47	6701 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-047
Lot 48	6617 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-048
Lot 49	6609 85 th Avenue, Kenosha, WI	PIN 03-122-04-327-049

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DATED this 18th day of September, 2007

Mark W. Neumann

Mark W. Neumann, Neumann Developments Inc.

STATE OF WISCONSIN)
 :SS
COUNTY OF KENOSHA)

Personally came before me, this 18th day of September, 2007
the above named Mark W. Neumann, Neumann Developments Inc. to me known
to be the person who executed the foregoing instrument and acknowledge the same.

Kelly O'Donnell

Notary Public, Waukesha County, WI

My Commission Expires: 7-21-09

