



**Racine
Revitalization**
Partnership, Inc.

INDEX TO APPLICATION FOR CSM AND PLANNED DEVELOPMENT

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Application for Planned Development

Applicant Name: Racine Revitalization Partnership, Inc.
Address: 1601 Washington Ave. City: Racine
State: WI Zip: 53403
Telephone: 262-456-2340 Cell Phone: 4145-573-4153
Email: ed@revitalizeracine.org

Agent Name: Edward Miller
Address: 1601 Washington Ave City: Racine
State: WI Zip: 53403
Telephone: 262-456-2340 Cell Phone: 414-573-4153
Email: ed@revitalizeracine.org

Property Address (Es): 1204 Highland Ave, 1107 Twelfth Street
Current Zoning: R-3
Current/Most Recent Property Use: Residential single family detached
Proposed Use: Residential single family zero lot line ownership





The application will be evaluated using the standards of Sec. 114-154 of the Municipal Code (below). Please use the space to justify and explain how your proposal addresses these conditions; use an additional sheet if necessary.

- (1) The establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare;

This is within the guidelines of R-3 and the density of housing does not exceed its former use which included THREE single family detached homes

- (2) The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

Similar use-zero lot line allows for savings in design and construction

- (3) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

This is a similar use, only one the center unit has smaller lot than allowed by R-3

- (4) Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

Exactly the same use as set previously with the three units

- (5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

All egress through the alleyway, similar to prior use

- (6) The proposed conditional use is not contrary to the objectives of the current land use plan for the city; and

This plan falls within the land use plan and zoning

- (7) The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the plan commission.

True





If the required supplemental materials, which constitute a completed application, are not submitted, the application will not be processed.

Required Submittal Format

1. An electronic submission via email/USB drive/CD/Download link; and
2. One (1) paper copy, no larger than 11" x 17" size.

Required Submittal Item	Applicant Submitted	City Received
1. Planned Development Review Application		
2. Written description of project, including: <ol style="list-style-type: none">a. Hours of operationb. Anticipated delivery schedulec. Maintenance pland. General use of the building and lot	<input checked="" type="checkbox"/>	
3. Site Plan (drawn to scale), including: <ol style="list-style-type: none">a. Fully dimensioned property boundaryb. All buildings (existing and proposed)c. Setbacks from property linesd. Identification as to whether all elements are "Existing" or "Proposed"e. Dimensioned parking spaces and drive aisle layoutf. Trash enclosure location and materialsg. Loading spacesh. Fire hydrant locationsi. Location of signage, with setbacks	<input checked="" type="checkbox"/>	
4. Zoning Analysis Table <ol style="list-style-type: none">a. Land area (in acres and square feet)b. Building area (in square feet)c. Setbacks (required yards in feet)d. Floor Area Ratio (building area divided by lot area)e. Lot Coverage (building footprint divided by lot area)f. Height of all buildings and structuresg. Percentage of greenspace (landscaped areas divided by lot area)h. Parking spaces	<input checked="" type="checkbox"/>	
5. Landscape Plan <ol style="list-style-type: none">a. Bufferyardsb. Parking Areasc. Screening and fencing locationsd. Plant lists including the following: Latin and Common Names, Number of each planting material, and Size at planting.	<input checked="" type="checkbox"/>	





DEPARTMENT OF CITY DEVELOPMENT



Required Submittal Item	Applicant Submitted	City Received
6. Lighting Plan <ul style="list-style-type: none"> a. Location of light fixtures b. A cut sheet of light fixtures with indication of cut-offs or shielding c. Illumination diagram indicating intensity of lighting on the property. 	<input checked="" type="checkbox"/>	
7. Floor Plan <ul style="list-style-type: none"> a. Preliminary floor plan layout of all buildings/structures b. Labels for the type of use of the area c. Labels for square footage of the area 	<input checked="" type="checkbox"/>	
8. Engineering Plan <ul style="list-style-type: none"> a. Stormwater Plan (Drainage pattern, flow, detention) b. Existing and proposed roadway and access configurations c. Cross access 	<input checked="" type="checkbox"/>	
9. Signage Plan <ul style="list-style-type: none"> a. dimensioned color elevations of signage b. A diagram showing the location of the proposed signage 	<input checked="" type="checkbox"/>	
10. Building/site elevations <ul style="list-style-type: none"> a. Building elevations showing all four sides of the buildings in color b. Elevation of trash enclosure area 	<input checked="" type="checkbox"/>	
11. Building Material Samples (if making exterior changes)	<input checked="" type="checkbox"/>	
12. Review Fee	<input checked="" type="checkbox"/>	

Acknowledgement and authorization signatures

A Planned Development is not like a building permit; applying does not mean it will be approved.

The approval may contain conditions related to the improvement of the site which must be met prior to the issuance of a building occupancy permit. Conditions related to the operational aspect(s) of the business must be complied with at all times. That, in the event site improvement work required by ordinance cannot be completed prior to desired occupancy, a financial assurance, at 100% of the improvement estimate, guaranteeing completion of the required improvements must be placed on file with the City of Racine. Estimates and Assurance documents are subject to the review and final approval by the City. Improvements may include but are not limited to landscaping, fencing, lighting, pavement surfacing and sealing, dumpster enclosures, and exterior building improvements;

The signature(s) hereby certify that the statements made by myself and constituting part of this application are true and correct. I am fully aware that any misrepresentation of any information on this application may be grounds for denial of this application.

Owner Signature (acknowledgement and authorization):

Date: 11-21-2021

Applicant Signature (acknowledgement):

Date: 11-21-2021



Date: November 19, 2021

To: The City of Racine Department of City Development

From: Ed Miller, Program Manager-Racine Privatization Partnership, Inc.

Attn: Jeff Hintz & Michelle Cook-Planning and Redevelopment

Re: Highland Avenue Townhomes Planned Unit Development

The Racine Revitalization Partnership (RRP) is a nonprofit community housing development organization (CHDO) located in the City of Racine. As Racine's only CHDO we are tasked with developing affordable housing as defined by the Department of Housing and Urban Development (HUD). It is our mission to provide access to quality housing for homeownership and rental in the defined Uptown Neighborhood Revitalization Strategy (NRSA) area (recognized by HUD). As a willing collaborator with the City of Racine and an eligible nonprofit recipient of vacant lots for new construction, RRP is embarking on the construction of three affordable housing units described below and in our application for a Planned Unit Development.

The Highland Townhomes development is proposed for the southwest corner of Highland Avenue and 12th Street. Designed in a typical townhome configuration the RRP contends that the density of the proposed development will be in keeping with the original urban fabric of the neighborhood while providing opportunities for cost savings in construction, with the added benefit of accommodating rear loaded attached garages.

As a zero-lot line development the Highland Townhomes will allow for individual ownership, reduced maintenance, and shared common spaces such as drives and greenspace. Three additional onsite parking spaces are planned. The floor plans, site plan, elevations and of all three dwelling units are included in the accompanying package.

Alternate forms of multi-unit development were considered for this project. After interviewing real estate brokers, residents, business owners, appraisers, bankers and other developers it was determined that financing, issues of maintenance, and association complexities would make a condominium development untenable. Zero lot-line individual ownership has proven to be the only sustainable option for this type and size of development at this time.

Maintaining the quality and character of our urban environment by sensitively utilizing urban infill lots will reduce blight and urban decay, increase housing stability, and positively impact crime rates. It is proven that the reduction in chaos in the urban environment increases positive outcomes to include student transiency rates, workplace absenteeism, and crime.

The consideration of the Plan Commission is greatly appreciated, and we welcome any questions that your members or employees or representatives of the City of Racine may have for us.

Ed Miller

Program Manager, Racine Revitalization Partnership Inc.



HIGHLAND AVENUE TOWNHOMES

Racine Revitalization Partnership, Inc.

Unit #1 43.0' x 83.50' = 3,590.50' SF area

Unit #2 18.5' x 83.50' 1,544.75' SF area

Unit #3 48.84' x 83.50' = 4,078.14' SF area

Minimum lot area per unit R3 3,000.00' SF

Total aggregate lot area 9,213.39 SF

R3-Required-

25.0' Front

6.00' Side

12.00 Corner Side

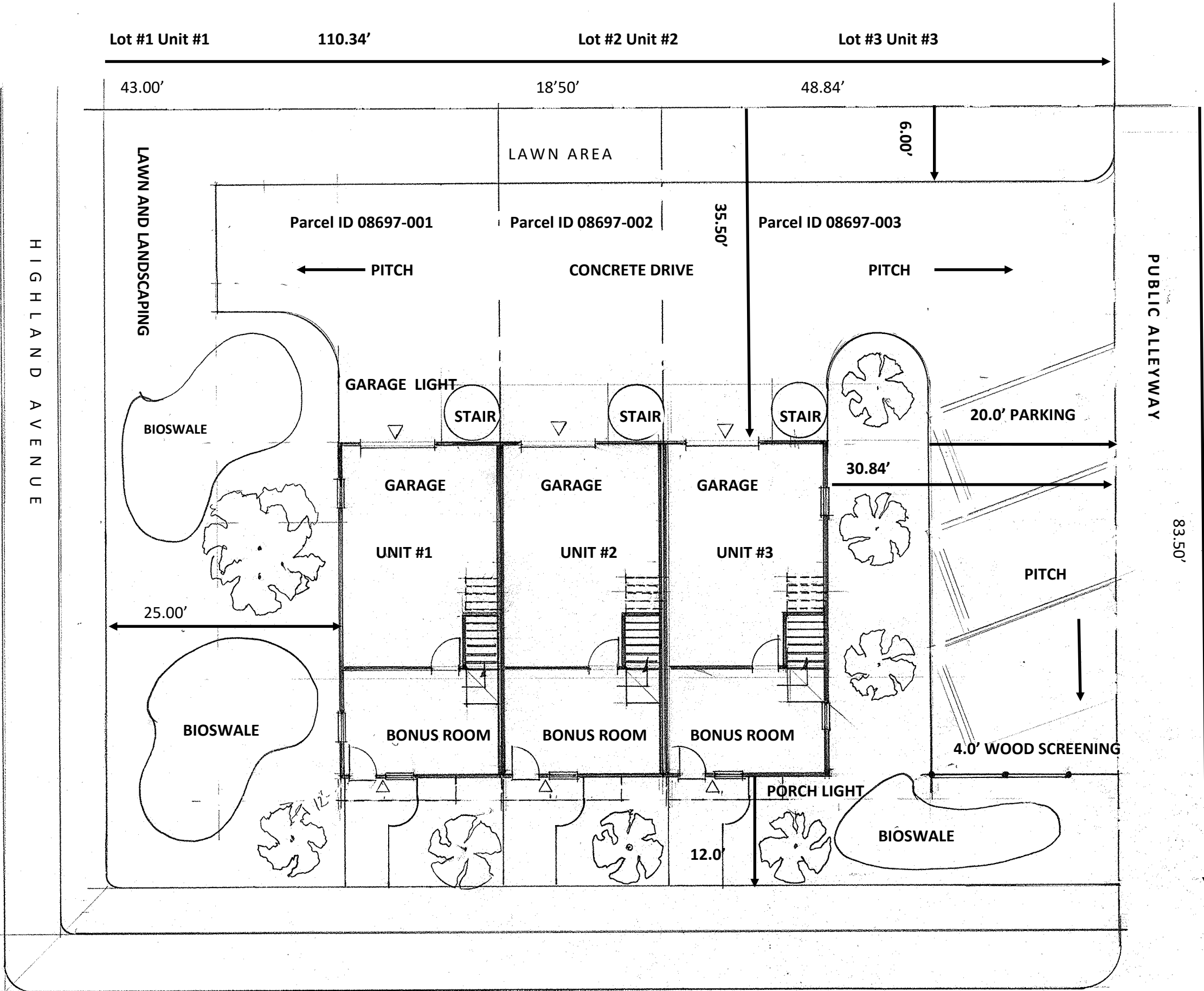
35.00 Rear

Building area 3-floors-6088.50

Floor Area Ratio-.6608 (3-floors)

Lot Coverage .2388

Greenspace 34%



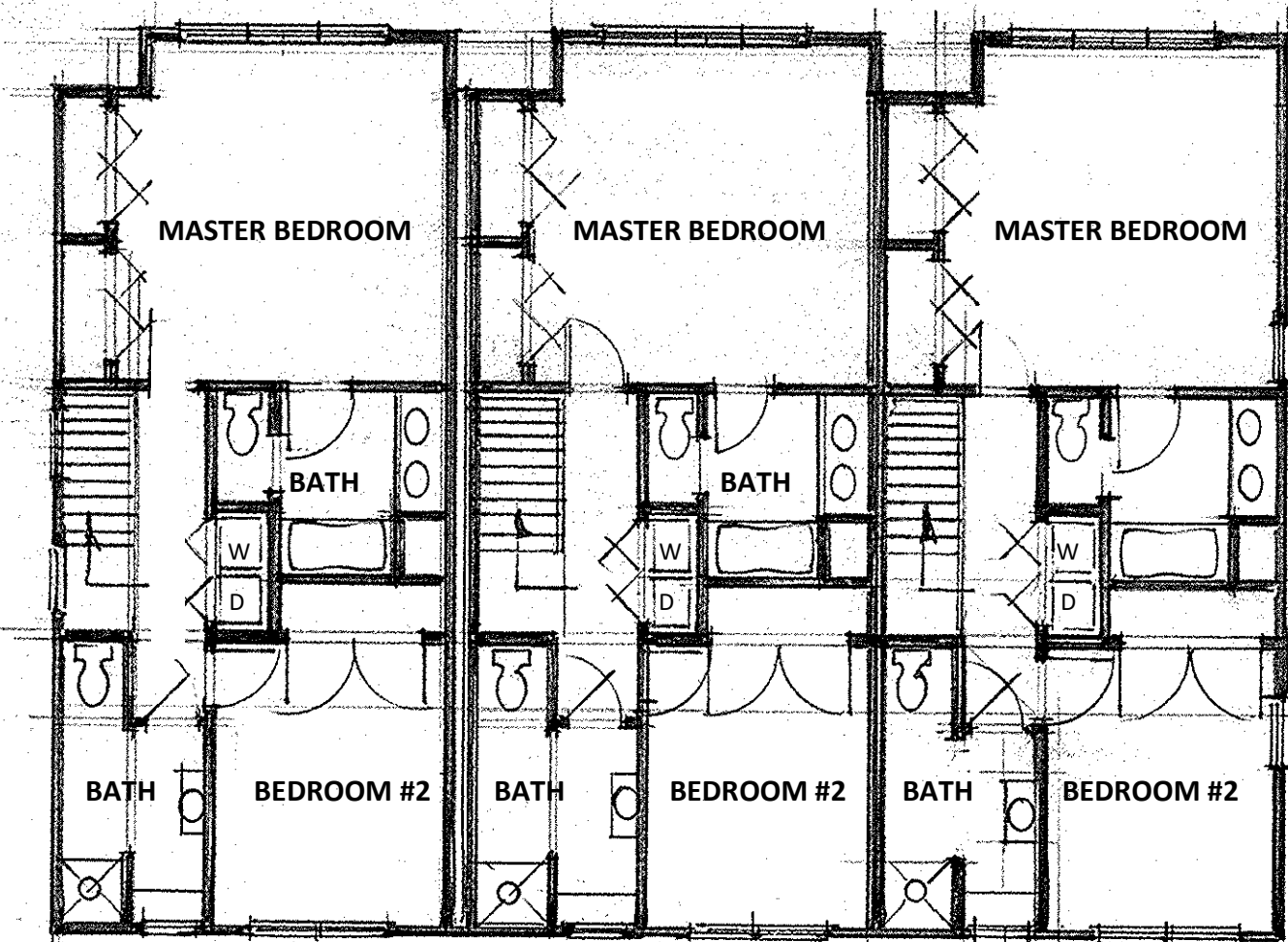
T W E L F T H S T R E E T



UNIT # 3

UNIT # 2

UNIT # 1

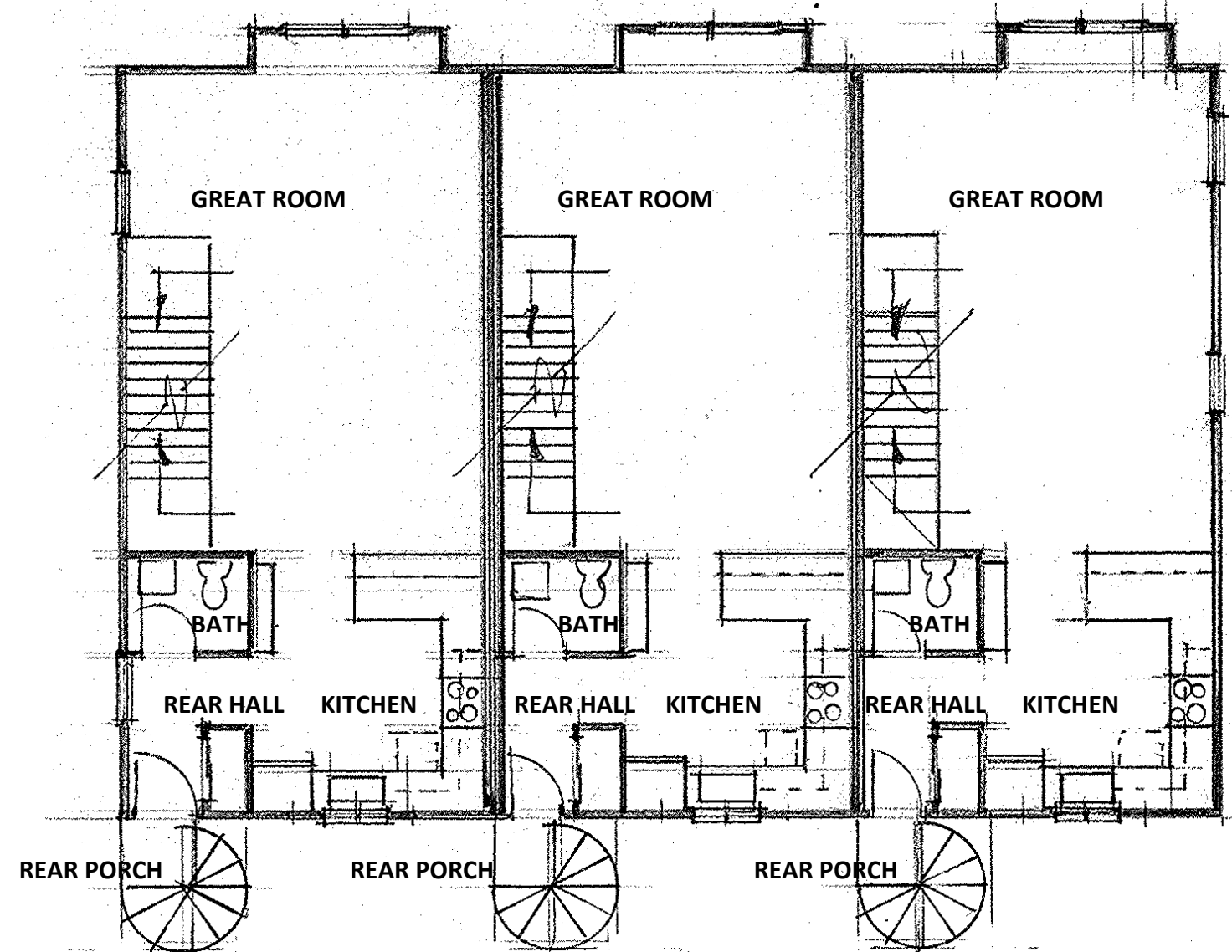


SECOND FLOOR PLAN

UNIT # 3

UNIT # 2

UNIT # 1

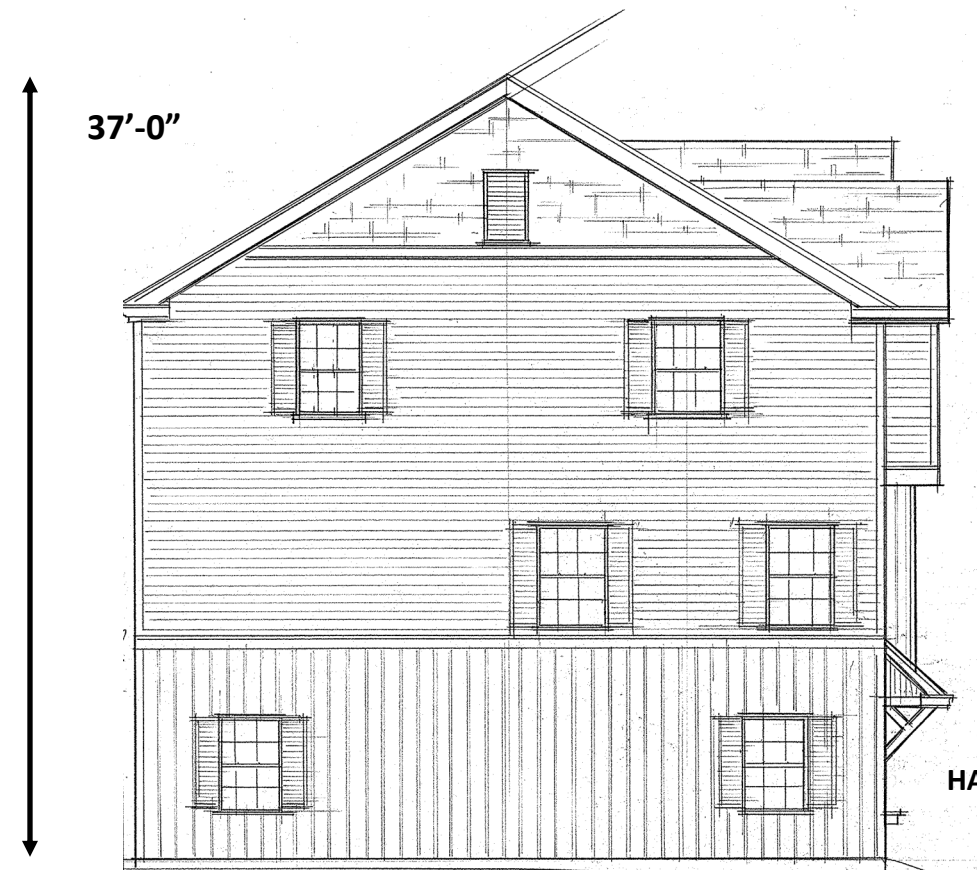


SCALE 6'-0"

FIRST FLOOR PLAN

HIGHLAND ZERO LOT LINE TOWNHOMES

1204 HIGHLAND AVE AND 1107 12TWELFTH STREET



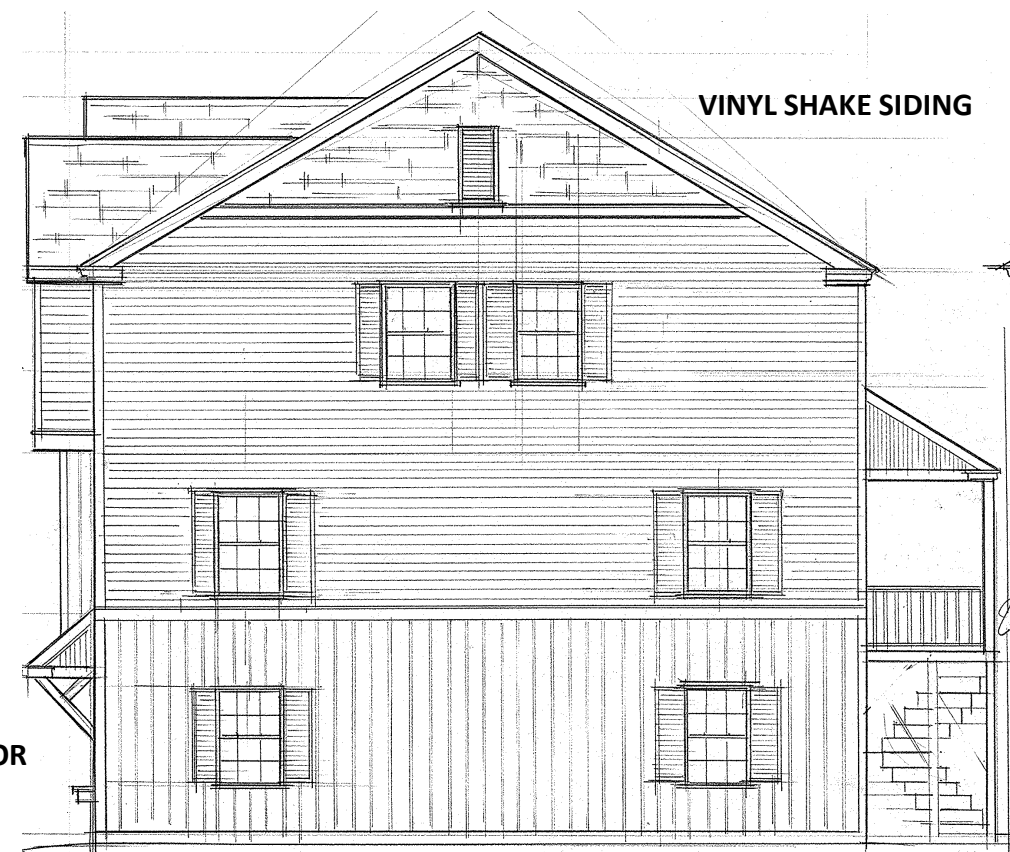
EAST ELEVATION

ASPHALT ARCHITECTURAL ROOF SHINGLES

VINYL SIDING AND SHUTTERS ABOVE GROUND FLOOR

HARDIE PREFINISHED BOARD ON BOARD AT GROUND FLOOR

ORIGINAL SCALE 1/4" = 1'-0"



WEST ELEVATION

VINYL SHAKE SIDING

EXTERIOR
IRON/STEEL
SPIRAL STAIRS
WITH PORCH
ROOF ABOVE



NORTH ELEVATION

PERFEXION GOLD SERIES
WINODWS-TAN

VINYL PLANTER BOXES AND
FIBERGLASS ENTRY DOOR
SYSTEMS

STEEL GARAGE DOORS



SOUTH ELEVATION

	DECLARATION OF EASEMENTS AND AGREEMENT REGARDING ZERO LOT LINE OBLIGATIONS	Recording Area
	Document Title	
		Name and Return Address: Racine Revitalization Partnership, Inc.-Attention Ed Miller 1424 Washington Ave. Racine, WI 53403
		PIN:

This Document was drafted by:

Jeffrey J Femrite
Scholz Nonprofit Law, LLC
612 West Main Street, Suite 301
Madison, WI 53703

DECLARATION OF EASEMENTS AND AGREEMENT REGARDING ZERO LOT LINE OBLIGATIONS

THIS DECLARATION OF EASEMENTS AND AGREEMENT REGARDING ZERO LOT LINE OBLIGATIONS (this “Declaration”) is made this 31st day of September, 2020, (the “Effective Date”) by RACINE REVITALIZATION PARTNERSHIP, INC., a Wisconsin nonstock, nonprofit corporation (the “Declarant”).

RECITALS

WHEREAS, Declarant owns approximately 9,214 square feet of real property situated in the City of Racine, Racine County, Wisconsin, and described as follows:

LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 3406, BEING A REDIVISION OF LOTS 2 AND 5 IN BLOCK 70, IN LUKES SUBDIVISION, LOCATED IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 16, TOWN 3 NORTH, RANGE 23 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN, AS RECORDED WITH THE REGISTER OF DEEDS, FOR RACINE COUNTY, WISCONSIN ON JULY 14, 2020, IN VOLUME 30, AT PAGE 3, AS DOCUMENT NO. 2557611 AND C.S.M. NO. 3406 (the “Property”).

WHEREAS, Certified Survey Map No. 3406, is attached to and made a part of this Declaration as **Exhibit A**, and is referred to in this Declaration as (“CSM 3406”).

WHEREAS, Lot 1 of CSM 3406, is referred to in this Declaration as “Lot 1.”

WHEREAS, Lot 2 of CSM 3406, is referred to in this Declaration as “Lot 2.”

WHEREAS, Lot 3 of CSM 3406, is referred to in this Declaration as “Lot 3.” and collectively, with Lot 1 and Lot 2, the “Lots.” The Lots are each, individually, a “Lot.”

WHEREAS, Declarant intends the Property to be subject to this Declaration and the applicable ordinances of City of Racine, Wisconsin.

WHEREAS, Declarant further intends to grant certain easements, rights and benefits for, and impose certain duties and obligations upon present and future owners of the Property and the Lots.

DECLARATION

NOW, THEREFORE, Declarant hereby declares the Property shall be owned, held, sold, leased, occupied, mortgaged and conveyed subject to the following covenants, conditions, restrictions, easements, privileges, duties and obligations:

1. Incorporation of Recitals. The foregoing Recitals are incorporated into and made a part of this Declaration.
2. The Structure and The Units.
 - (a) Description of Structure. Declarant has constructed a single residential structure on the Property (the "Structure"). The Structure contains three (3) individual residential units (each a "Unit," and collectively, the "Units"). Each Unit is a separate, single-family, residential property with its own legal description and tax identification number. The Structure and the Units are depicted on **Exhibit B**, attached to and made a part of this Declaration.
 - (b) Description of Units. Except as provided in Section 2(c) below, "Unit 1" of the Structure is located entirely on Lot 1, "Unit 2" of the Structure is located entirely on Lot 2, and "Unit 3" of the Structure is located on Lot 3.
 - (c) Common Components Shared Between Some Units.
 1. Unit 1, Unit 2 and Unit 3 share a common roof.
 2. Unit 1 and Unit 2 share a common wall that straddles the property line between Lot 1 and Lot 2 (the "1+2 Common Wall"). Unit 2 and Unit 3 share a common wall that straddles the property line between Lot 2 and Lot 3 (the "2+3 Common Wall").
 3. The Owners of each Unit (each an "Owner," and collectively, the "Owners") acknowledge and agree the intent is that the 1+2 Common Wall rest exactly on the lot line between Lot 1 and Lot 2, but that because planning or construction inaccuracies or the "settling" of the Structure, it is possible part of the 1+2 Common Wall is located more on one side of the lot line than on the other side. Accordingly, the Owner of Unit 1 hereby grants, to the Owner of Unit 2, a perpetual easement to maintain in place, and repair and keep in place, any part, component or element of the 1+2 Common Wall located on Lot 1. In addition, the Owner of Unit 2 hereby grants, to the Owner of Unit 1, a perpetual easement to maintain in place, and repair and keep in place, any part, component or element of the 1+2 Common Wall located on Lot 2.
 4. The Owners acknowledges and agrees the intent is that the 2+3 Common Wall rest exactly on the lot line between Lot 2 and Lot 3, but that because planning or construction inaccuracies or the "settling" of the Structure, it is possible part of the 2+3 Common Wall is located more on one side of the lot line than on the other side. Accordingly, the Owner of Unit 2 hereby grants, to the Owner of Unit 3, a perpetual easement to maintain in place, and repair and keep in place, any part, component or element of the 2+3 Common Wall located on Lot 2. In

addition, the Owner of Unit 3 hereby grants, to the Owner of Unit 2, a perpetual easement to maintain in place, and repair and keep in place, any part, component or element of the 2+3 Common Wall located on Lot 3.

(d) General Maintenance and Repair Requirements.

1. The Owners shall at all times (i) maintain that part of the Structure's roof located on their Lot and/or over or on their Unit so that the roof does not leak and/or cause mold or damage in or on any other Unit, (ii) maintain and routinely clean the gutters located on their Lot and/or over or on their Unit so that said gutters adequately divert water away from the foundation of the Structure, (iii) maintain the exterior shell of the Structure located on their Lot and/or comprising a part of their Unit so that said exterior shell shall at all times adequately protect and insulate the Structure, and prevent the intrusion of moisture and pests, (iv) maintain the 1+2 Common Wall and (v) maintain the 2+3 Common Wall.
2. Without limiting the provisions of Section 2(d)(1) above, each Owner shall at all times maintain, repair and replace (as necessary) those parts, components and elements of Structure located on said Owner's Lot, so that the Structure (and all parts, components and elements of the Structure, including, without limitation, common walls) maintain their integrity for benefit of all Owners. No Owner shall perform or allow to be performed any act or work which will impair the structural integrity of Structure, including, without limitation, the roof of the Structure, the foundation of the Structure and/or any common wall. Any portion of any wall or roof of Structure placed on a common wall shall constitute a party wall and rules of law regarding party walls and liability for property damage due to acts or omissions shall apply thereto.
3. Each Owner, and each Owner's contractors are granted reasonable easements and licenses to access the Units of other Owners for (i) any purposes provided for under this Section 2 or elsewhere in this Declaration, and/or (ii) for the purposes of preparing for, undertaking and completing maintenance, repairs and/or replacements deemed reasonably necessary to maintain said Owner's Unit in a first class, workmanlike condition. Except in the event of an emergency, the easement and license rights granted under this Section 2(d)(3) may only be exercised after providing the other Owner(s) not less than ten (10) days prior written notice the Owner will be exercising its easement and license rights under this Section 2(d)(3). All work performed under this Section 2(d)(3) shall be undertaken and completed on ordinary business days between the hours of 9:00 a.m. and 4:00 p.m. local time. Any damage caused by work undertaken under this Section 2(d)(3) shall be repaired at the expense of the Owner exercising its easement and license rights (or that Owner's contractor).

- (e) Specific Maintenance and Repair Requirements of Owners of Unit 1 and Unit 2. The Owners of Unit 1 and Unit 2 shall undertake and complete predictable, routine (non-extraordinary) maintenance, repairs and replacements of those elements of the Structure that are a part of, serve or benefit both Unit 1 and Unit 2, including, without limitation, the roof, the foundation and/or the 1+2 Common Wall.
1. The Owners of Unit 1 and Unit 2 shall jointly contract for and evenly divide (50%-50%) the cost of said maintenance, repairs and replacements.
 2. If any maintenance, repair or replacement is required on an emergency basis, and failure to perform the maintenance, repair or replacement would result in further and substantial damage to all or part of the Structure, or result in the untenantability of all or part of either Unit 1 or Unit 2, then the Owner of Unit 1 or the Owner of Unit 2 may repair the damage and thereafter be entitled to reimbursement from the other Owner for the cost of any maintenance, repairs or replacements made to that other Owner's Unit. Notwithstanding the foregoing, if Unit 1 or Unit 2 requires maintenance or repair because of the acts or omissions of the other Owner or their respective guests or invitees, then the Owner responsible for the acts or omissions (including the acts or omissions of that Owner's guests or invitees) shall be responsible for all costs associated with or related to said maintenance and repairs.
- (f) Specific Maintenance and Repair Requirements of Owners of Unit 2 and Unit 3. The Owners of Unit 2 and Unit 3 shall undertake and complete predictable, routine (non-extraordinary) maintenance, repairs and replacements of those elements of the Structure that are a part of, serve or benefit both Unit 2 and Unit 3, including, without limitation, the roof, the foundation and/or the 2+3 Common Wall.
1. The Owners of Unit 2 and Unit 3 shall jointly contract for and evenly divide (50%-50%) the cost of said maintenance, repairs and replacements.
 2. If any maintenance, repair or replacement is required on an emergency basis, and failure to perform the maintenance, repair or replacement would result in further and substantial damage to all or part of Structure, or result in the untenantability of all or part of either Unit 2 or Unit 3, then the Owners of Unit 2 and Unit 3 may repair the damage and thereafter be entitled to reimbursement from the other Owner for the cost of any maintenance, repairs or replacements made to that other Owner's Unit. Notwithstanding the foregoing, if Unit 2 or Unit 3 requires maintenance, repair or replacement because of the acts or omissions of the other Owner or their respective guests or invitees, then the Owner responsible for the acts or omissions (including the acts or omissions of that Owner's guests or invitees) shall be responsible for all costs associated with or related to said maintenance, repairs or replacements.

(g) Specific Maintenance and Repair Requirements of All Owners. The Owners of Unit 1, Unit 2 and Unit 3 shall undertake and complete predictable, routine (non-extraordinary) maintenance, repairs and replacements of those elements of the Structure that are a part of, serve or benefit all Units, including, without limitation, the roof, the foundation and/or the driveways and parking areas.

1. The Owners of Unit 1, Unit 2 and Unit 3 shall jointly contract for and evenly divide (1/3 - 1/3 - 1/3) the cost of said maintenance, repairs and replacements.
2. If any maintenance, repair or replacement is required on an emergency basis, and failure to perform the maintenance, repair or replacement would result in further and substantial damage to all or part of Structure, or result in the untenability of all or part of any Unit, then any Owner may repair the damage and thereafter be entitled to reimbursement from the other Owners for the cost of any maintenance, repairs or replacements made to those other Owner(s)' Unit(s). Notwithstanding the foregoing, if the Structure maintenance, repair or replacement because of the acts or omissions of an Owner or their respective guests or invitees, then the Owner responsible for the acts or omissions (including the acts or omissions of that Owner's guests or invitees) shall be responsible for all costs associated with or related to said maintenance and repairs.

(h) Standards of Repair. All maintenance, repairs and replacements undertaken or performed under this Declaration shall be undertaken, performed and completed in a good and workmanlike manner, consistent with construction industry standards applied in Wisconsin at the location of the Property and in accordance with the original plans and specifications of the Structure as approved by the City of Racine.

3. Driveway and Parking Easements.

(a) Easement Area. The "Easement Area" is that part of the Property depicted as the "Easement Area" on **Exhibit C**, attached to and made a part of this Declaration.

(b) Grant of Easement. Declarant hereby declares, grants and reserves, as an easement appurtenant on Lot 2 and Lot 3, for the benefit of Lot 1, Lot 2 and Lot 3, an easement upon and across the Easement Area for the purposes described in Section 3(c) below (the "Ingress/Egress Easement").

(c) Description and Purposes of Easement. The Ingress/Egress/Parking Easement is a perpetual, non-exclusive easement (i) to construct, maintain, repair and replace a driveway and Parking on the Easement Area (the "Driveway and Parking"), and (ii) to use the Driveway and Parking, the Easement Area and the Ingress/Egress Easement for pedestrian and vehicular access, ingress, egress and parking (A) between and among Lot

1, Lot 2 and Lot 3, and (B) between Lot 1, Lot 2 and Lot 3 and the public alleyway located west of and adjacent to the Property, as depicted on **Exhibit C**.

- (d) Non-Routine Maintenance, Repair and Replacement of Driveway and Parking. As of the Effective Date, the Driveway has already been constructed on the Easement Area. The Driveway and Parking shall be maintained, repaired and, from time to time, replaced in compliance with this Declaration and the requirements of the City of Racine, Wisconsin and any other governmental or regulatory authority with jurisdiction over the Property. The Owners are jointly responsible for non-routine maintenance, repair and replacement of the Driveway and Parking. If the Owners cannot agree on the extent or the cost of the maintenance, repair and/or replacement of the Driveway, each Owner shall obtain a bid for the proposed maintenance, repair and/or replacement and the Owners shall accept the lowest bid. All expenses for maintenance, repair and/or replacement of the Driveway and parking shall be evenly divided ($1/3 - 1/3 - 1/3$) between the Owners.
 - (e) Routine Maintenance and Snow Removal. The Owners shall be jointly responsible for snow removal and routine maintenance and repair of the Driveway and Parking and shall evenly divide ($1/3 - 1/3 - 1/3$) any cost thereof. The Owners agree to share, as equitably as possible, in the work and/or expense of snow removal and further agree that all snow shall be removed within 24 hours of the end of any snowfall.
 - (f) Repair of Damage Caused By One Owner. If an Owner or one of its guests or invitees damages the Driveway and Parking, said Owner shall make and pay for (without reimbursement) repairs or replacements necessary to return the Driveway to the condition it was in before the damage.
 - (g) Prohibited Uses of Easement Area. The Easement Area, Driveway and Parking are for pedestrian and vehicular ingress and egress and parking with one parking space designated for each unit. The Easement Area, parking area and Driveway shall be kept clear and unobstructed at all times. Without limiting the foregoing, the Easement Area and Driveway are, at all times, to be kept clear of all personal property including, without limitation, vehicles, garbage, debris, lawn furniture, grills, snow piles, and/or any other equipment or personal property. This list is intended to provide examples and not to be exhaustive.
4. Owners Must Keep Yards Tidy. The Owners shall maintain their respective yards in a clean, tidy and up-kept manner, and in compliance with all applicable rules, laws, permits and regulations established by the City of Racine or any other governmental or regulatory authority with jurisdiction over the Property.
5. Reserved Rights. Declarant reserves, for each Owner, the right to use its Lot and its Unit for ordinary residential uses provided said uses do not unreasonably interfere with the rights and obligations provided for in this Declaration.

6. Covenants Run with Land. All of the terms, covenants and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Owners of the Property and/or the Lots, and their respective successors and assigns.
7. Dispute Resolution and Enforcement of Delinquencies.
 - (a) If a dispute arises between two (2) or more Owners, the Owners shall first bring the dispute to the Declarant (currently located at 1424 Washington Ave, Racine, WI 53403) or Declarant's successor organization for an informal dispute resolution. If a resolution cannot be reached, the Owners will next take their dispute to the American Arbitration Association, or its successor organization, for mediation. If mediation fails, each Owner has the right to file suit in a court of competent jurisdiction to resolve the dispute. If a suit is brought to enforce this Declaration, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
 - (b) Without limiting the provisions of Section 7(a) above, and as a means to calculate delinquencies, if any Owner fails to pay or reimburse any amount due under or by reason of this Declaration by the date payment is due (each a "Delinquency"), then the non-paying Owner shall, in addition to the payment of the Delinquency, also pay interest on the Delinquency, at the Enforcement Rate (as defined below), for the period between the date payment was due, and the date payment is made, in full. In addition, to payment of the Delinquency and interest on the Delinquency, the non-paying owner shall also pay all costs of enforcement or collection and attorneys' fees and expenses incurred to enforce the provisions of this Section 7, and interest thereon, at the Enforcement Rate, for the period between the date payment of the cost was due, and the date payment is made, in full. For the purposes of this Declaration, the "Enforcement Rate" is an annual interest rate equal to the lower of twenty percent (20%) or the highest rate permitted by applicable law. Any claim for payment or reimbursement under this Declaration, together with interest thereon at Enforcement Rate, may be secured by placement of a lien on the Lot owned by the non-paying owner, which lien will be created upon the recording of the notice thereof with the Register of Deeds for Racine County, Wisconsin.
8. Non-Use. Non-use or limited use of the rights granted in this Declaration shall not prevent the benefiting party from later use or enforcement of said rights to the fullest extent authorized in this Declaration.
9. Governing Law. This Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

10. Modification. This Declaration may not be modified or changed except by a written document executed and acknowledged by the Owners of all of the Units (with the consents of any mortgagees), and duly recorded in the office of the Register of Deeds of Racine County, Wisconsin.
11. Notices. All notices to be given under this Declaration shall be (a) delivered in person, or (b) sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known mailing address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent.
12. Invalidity. If any term or condition of this Declaration, or the application of this Declaration to any person or circumstance, is deemed invalid or unenforceable, the remainder of this Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
13. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Declaration shall be construed to be a waiver of the right or power. A waiver of any rights or obligations under this Declaration shall not be construed to be a waiver of any other rights and obligations under this Declaration.
14. No Public Dedication. No provision in this Declaration shall be deemed to be a gift or dedication of any portion of the easements granted under this Declaration to the general public or for any public purpose whatsoever.
15. Payment of Taxes. All taxes and assessments on each Owner's Unit shall remain and be paid by that Unit's Owner.

[Signature appear on the following pages.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

RACINE REVITALIZATION PARTNERSHIP, INC.,
a Wisconsin nonstock, nonprofit corporation

By: _____
Edward Miller, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this ____ day of July, 2020, the above named Edward Miller, as Executive Director of Member of RACINE REVITALIZATION PARTNERSHIP, INC., a Wisconsin nonstock, nonprofit corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is _____

MORTGAGEE'S CONSENT

The undersigned Forward Community Investments, a Community Development Financial Institution (CDFI), banking corporation hereby consents to this Declaration.

banking

a Community Development Financial Institution (CDFI),
corporation,

By: _____
Name: _____
Its: _____

EXHIBIT A

Certified Survey Map Number

[See Attached]

Depiction of Structure and Units



EXHIBIT C

Depiction of Easement Area

[See Attached]

RACINE COUNTY CERTIFIED SURVEY MAP NO. _____

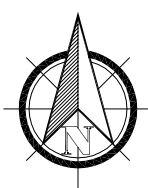
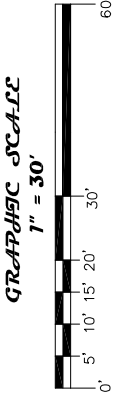
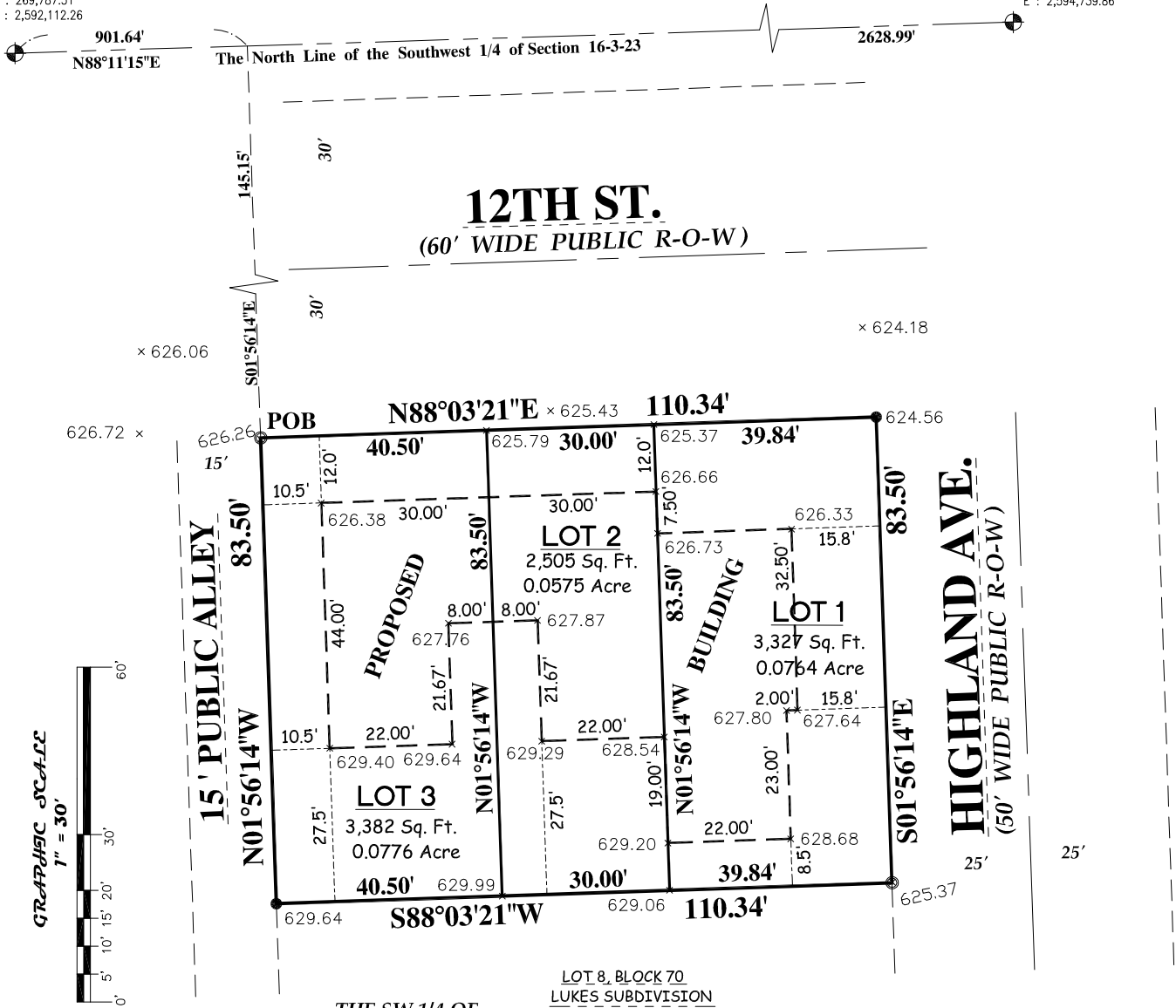
BEING A REDIVISION OF LOTS 2 AND 5 IN BLOCK 70, IN LUKES SUBDIVISION, LOCATED IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 16, TOWN 3 NORTH, RANGE 23 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

ALL BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 16-3-23, WHICH IS ASSUMED TO BEAR N88°11'15"E, WL. STATE PLANE COORDINATE SYSTEM SOUTH ZONE PER SEPT. 2016 C.S.S.D.

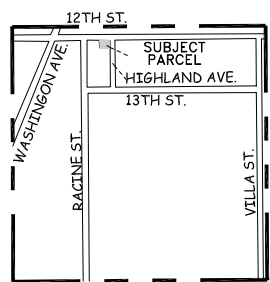
- ⊙ - DENOTES FOUND 1" IRON PIPE
- - DENOTES SET 3/4 X 18" LONG IRON REBAR WEIGHING 1.13 LBS PER LINEAL FOOT.
- × 624.18 - DENOTES SPOT ELEVATION

The NW Corner of the SW 1/4 of Section 16-3-23 Concrete Monument with Brass Cap
N : 269,787.51
E : 2,592,112.26

The Center of the SW 1/4 of Section 16-3-23 Concrete Monument with Brass Cap
N : 269,870.67
E : 2,594,739.86



LOT 8, BLOCK 70
LUKES SUBDIVISION
THE SW 1/4 OF SECTION 16-3-23



VICINITY MAP
1" = 2000'

PREPARED FOR :
RACINE REVITALIZATION PARTNERSHIP INC.



2554 N. 100TH STREET
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MARC C. PASSARELLI P.L.S. # 2817