

0000445

CHICORY CREEK
RESTRICTIONS

Document Number

Title of Document

Lots 1 through 103 and Outlot 1 of Chicory Creek Subdivision, part of the NW 1/4 and the NE 1/4 of Section 28, T. 3 N., R. 22 E., Village of Sturtevant, Racine County, Wisconsin

PLAT RECORDED AS DOC. NO. 2036287,
VOL. 34, PAGES 499-501 ON JUNE 30, 2005
IN THE RACINE COUNTY REGISTER OF DEEDS

DOC # 2036750

Recorded

JULY 05, 2005 AT 04:22PM

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Record this document in the Register of Deeds

Name and Address
Neumann Developments Inc.
N16 W24132 Prairie Ct. Suite 220
Waukesha WI 53188

291

181-03-22-28-100-001 THRU

181-03-22-28-100-103

(Parcel Identification Number)

FROM PART OF 181-03-22-28-001-003

TO

LOT #	PARCEL #		
1	181-03-22-28-100-001	27	181-03-22-28-100-027
2	181-03-22-28-100-002	28	181-03-22-28-100-028
3	181-03-22-28-100-003	29	181-03-22-28-100-029
4	181-03-22-28-100-004	30	181-03-22-28-100-030
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24	181-03-22-28-100-024	50	181-03-22-28-100-050
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26	181-03-22-28-100-026	52	181-03-22-28-100-052
		53	181-03-22-28-100-053

Chicory Creek Restrictions

WHEREAS, Neumann Developments, Inc., ("Declarant") is the owner of Chicory Creek Subdivision,

WHEREAS, Chicory Creek Subdivision is described as being part of the NE ¼ and NW ¼ of the SE ¼ of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin.

WHEREAS, a Homeowners Association shall be formed called Chicory Creek 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 103.

1. All Federal, State, County of Racine and Village of Sturtevant laws, rules, ordinances and orders shall supersede anything contained within this document except where the restrictions are more restrictive than the Village ordinances.
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 at a minimum shall have a two car private attached garage. No outbuildings will be permitted. No homes shall be built in Chicory Creek with less than a 5/12-roof pitch. All homes shall be sided with vinyl, aluminum, brick, cedar, stone or some combination thereof. Further, if vinyl siding is used it shall have a minimum thickness of .042". This clause is intended to specifically prohibit vinyl siding with a .040 thickness.
3. At each lot closing, in addition to the purchase price of the lot, a street tree deposit in an amount determined to be sufficient by the Village Engineer shall be collected for purposes of installing at least one tree on every lot at a future date as per the approved street tree plan. Said deposit shall be forwarded to the Village where it shall be held until such time as the street trees are installed and approved by the Village Engineer. Any interest earned on said deposit shall remain the property of the Village to partially offset the costs of administration. Property owners shall have two years from the date of purchase of a lot to install the street trees. Failure to do so shall allow the Village, in its discretion, to complete the work utilizing the deposit of the owner. Any excess funds shall be returned to the owner within thirty (30) days of approval by the Village Engineer of the work performed, and any additional funds needed shall be paid to the Village by owner within thirty (30) days of written notice received from the Village. Buyer also agrees to care for the trees after installation and will not hold builder, developer or the homeowner's association responsible for any trees that do not survive. It is the intent that this

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street tree deposit be collected from the first occupant on each lot not by a builder or developer who may be acquiring a lot for purposes of resale.

4. All driveways shall be of cement construction. A sidewalk and driveway approach deposit shall be collected from the buyer at the time of closing on the sale of each lot in an amount determined sufficient by the Village Engineer to ensure completion of said improvements. Said deposit shall be forwarded to the Village where it shall be held until such time as the improvements are installed and approved by the Village Engineer. Any interest earned on said deposit shall remain the property of the Village to partially offset the costs of administration. Property owners shall have two years from the date of purchase of a lot to complete the improvements. Failure to do so shall allow the Village, in its discretion, to complete the work utilizing the deposit of the owner. Any excess funds shall be returned to the owner within thirty (30) days of approval by the Village Engineer of the work performed, and any additional funds needed shall be paid to the Village by owner within thirty (30) days of written notice received from the Village. It is the intent that this sidewalk and driveway approach deposit be collected from the first occupant on each lot not by a builder or developer who may be acquiring a lot for purposes of resale.
5. 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.
6. The Chicory Creek 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 and Sue A. Neumann, or their heirs or assigns, shall serve as an Architectural Control Committee for the purpose of enforcing the restrictions set out herein.
7. 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.
8. 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. This section may not be amended without the written consent of the Village of Sturtevant.

9. The owners of lots 1-103 shall each own an undivided 1/103rd share of Outlot 1.
10. Neither the owners of Lots 1 through 103 nor the Chicory Creek Homeowners' Association shall have any ownership interest in Outlot 2.
11. The storm water retention basins shall be maintained by the Homeowners Association. This is specifically intended to include the retention basins on Outlot 1. Any maintenance and upkeep shall be at the direction of the Homeowners Association. Costs for basin maintenance on Outlot 1 shall be assessed at a rate of 1/103rd of the total cost to the owner of lots 1-103. Per Wisconsin State Statute 66.0627, In the event the property owners do not properly maintain any storm water retention basins, drainage easements, etc., the Village may send written notice to the owners' association indicating that the Village has determined that the same are not being properly maintained and further indicating that the Village will perform such maintenance if not properly done by the property owners or the owners' association. The above-mentioned notice shall give the owners and/or the owner's association a minimum of seven days to correct the problem, unless an emergency exists, in which case less than seven days may be allowed for correction of the problem. If maintenance is not properly performed within the time granted by the above-referenced notice, the Village shall then have the authority to perform the maintenance referred to in said notice and shall have the right to charge the property owners or the owners' association on a pro rata basis for any costs incurred by the Village as a result of such maintenance. Said costs shall be assessed as special charges pursuant to 66.0627 Wis. Stats. If such charges are not paid by the property owners or the owners' association within the period fixed by the Village, the charges shall become a lien upon the lots within the subdivision as provided in 66.0627 Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lots within the subdivision as provided in 66.0627, Wis. Stats.

Twice annually, in spring (April) and fall (November) of the year, visual inspections of the detention system shall be conducted. The inspections shall document the following in a follow-up memorandum recording the results of the inspection. 1) Debris maintenance: Visual inspections of debris shall also be conducted and problems shall be identified in writing and with photographic records to the Village of Sturtevant Public Works Dept. 2) Erosion and sedimentation: Visual inspections shall document in writing and with photographic record, locations of erosion and sedimentation in detention system and on berm and side slope areas. These inspections shall be conducted by the Village Engineer or other qualified individual to be paid for by the Homeowners' Association. Responsibility for funding: Annual assessed fees will provide for the perpetual funding for the implementation of the inspections and maintenance. The funding is

to be provided by a special charge upon each single-family unit, which is or may in the future be developed within Chicory Creek. These funds will be placed annually in an escrow account (or other to be determined) and be used without discretion to implement and pay for this maintenance plan. Every few years reasonable adjustments shall be made. Funding shall be pro-rated to build up dollars to enable the financing of repair or replacement of the detention system estimated to be potentially necessary every 10 years. Funds shall be invested and any annual surpluses shall be added to long-term funds. This section may not be amended without the written consent of the Village of Sturtevant.

12. The following uses are prohibited within Outlot 1:
- a) Commercial activities and uses, including commercial recreational, or industrial uses.
 - b) Metallic and non-metallic mining operations, including removal or extraction of minerals by any surface mining method.
 - c) Construction of any structure, improvement or road.
 - d) Division or subdivision of the property into smaller parcels.
 - e) Use of motorized vehicles on property except in connection with permitted activities or uses and in connection with habitat and resource management and monitoring.
 - f) Harvesting of timber or removal of vegetation.
 - g) Dumping, storage or disposal of waste, refuse, sludge or sewage, inoperative vehicles or debris of any kind.
 - h) Construction or placement of any residential structure in the conservation easement area; fences are also prohibited unless specifically approved in writing by the Architectural Control Committee.
 - i) Erection or placement of billboards or signs.
 - j) Alteration of the surface of the property, including filling, excavation, removal or placement of topsoil, sand, gravel or other material.
 - k) Burning of trash, garbage or other materials.
 - l) Construction of any utility pipe, line, cable or structure above, on over or under the surface of the property other than approved storm water management structures.
13. There are wetland protective areas as shown on the final subdivision plat. Any impervious area located within the wetland protective area must drain towards the roadway.
14. No structure of a temporary character, trailer, basement, tent, or garage shall be used on any lot at any time as a residence, whether temporarily or permanently.
15. 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 of a home on a lot but only during the time of construction of the home. This clause is not intended to apply to developer until the project is initially sold out.

16. No animals except household pets (provided that they are not kept, bred or maintained for commercial purposes) may be kept within this subdivision.
17. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each homeowner shall provide for waste disposal on a regular schedule unless otherwise provided by the Village of Sturtevant.
18. That the minimum floor area of the dwelling shall not be less than states as follows:

Single story shall be 1,500 square feet, bi-levels shall be 1,100 square feet on the first level, tri-levels shall be 1,600 square feet on the upper two levels, and a two story shall be 1,900 square feet on the upper two floors, contemporary designs by Architectural Control Committee approval only.
19. All set back lines must follow the minimum requirement as set forth on the subdivision plat according to Village of Sturtevant ordinances.
20. No business or commercial structure shall be erected or allowed to operate on said premises and the subdivision of which it is a part except as in compliance with the Village of Sturtevant Zoning Ordinances relating to home occupations and home offices.
21. 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.
22. FENCES. The following provisions are supplementary to the existing fencing requirements as stated in the governing documents:
 - a. No fences shall be greater in height than forty-eight (48) inches and shall be constructed of quality wood or, if approved by the Board, vinyl fencing that simulates wood; and shall be maintained in a satisfactory condition at all times.
 - b. Chain-link or stockade fences are not allowed.
 - c. Fences commencing from rear of building must conform with the height and setbacks as described herein.
 - d. On corner lots, side-yard fences cannot extend beyond the building setback line.
 - e. Fences may be installed one foot off property line.
 - f) Any fence placed on a public easement area is done so at the owner's own risk and expense.
 - g) Invisible electronic underground dog fences will be allowed if the dog(s) being fenced obeys the signal. If, at any time, the dog(s) come out of the yard unleashed, the homeowner will be fined Twenty-Five and No/100 (\$25.00) and will be required to put up a standard fence.

- h) All fences are subject to review and approval by the Architectural Control Committee and Board.
- i) All fences are subject to all applicable zoning ordinances, governmental easements and building codes.
- j) Architecture Control Committee ("ACC") approval of the placement of fences shall not be construed to conform to the governing Municipality or other regulatory bodies' approval. Separate approval shall be sought where necessary. Furthermore, ACC approval does not guarantee or supercede that proper drainage is maintained in accordance with the Declaration.

23. SWIMMING POOLS. The following provisions are supplementary to the existing swimming pool requirements as stated in the governing documents:

- a) All swimming pools are subject to all applicable zoning ordinances and building codes.
- b) All swimming pools shall not be at any point higher than forty-eight (48) inches above the immediately adjacent final lot grade.
- c) All swimming pools shall be no larger than six hundred sixteen (616) square feet of water surface area.
- d) All swimming pools shall have evergreen-type shrubs at least every four (4) feet of exposed pool perimeter of a type, size and placement as approved by the Architectural Control Committee. The landscaping and shrubbery shall conceal the outside of the pool and structure. A detailed landscaping plan must be submitted and approved by the Architectural Control Committee prior to the start of any swimming pool construction. The owner must insure that the swimming pool and landscaping will be of quality appearance.
- e) The exterior swimming pool color, lighting, deck, stairs and materials that surround the swimming pool at grade level (i.e. grass, concrete, brick paver, decking, sand or stone) shall be approved by the Architectural Control Committee.
- f) Architecture Control Committee approval of the placement of swimming pools shall not be construed to conform to the governing Municipality or other regulatory bodies' approval. Separate approval shall be sought where necessary. Furthermore, Committee approval does not guarantee or supercede that proper drainage is maintained in accordance with the Declaration.

24. No mailbox shall be erected, placed or altered on or adjacent to any lot within the Subdivision unless the construction plans and specifications, and a plan showing the location of said mailbox have been approved by the Architectural Control Committee. Approval may be denied solely based on harmony of design as determined by the Architectural Control Committee.

25. Declarant reserves the right to install subdivision signage on lots 1, 57, 77 and/or 103 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. Lot grades have been established as part of a master grading plan approved by the Village of Sturtevant. All lot owners are responsible for maintaining the approved lot grades, and no lot grade may be changed unilaterally by any lot owner without Village of Sturtevant approval.
27. After the final lift of asphalt is installed and all infrastructure improvements have been inspected and approved by the Village of Sturtevant and the affected lots have been initially sold by the Declarant, Declarant/developer shall no longer be held responsible by lot owners for any subsequent damage to said infrastructure improvements, including, but not limited to street trees, curb lines, sidewalks, seeding in the terrace areas, etc.
28. Developer unilaterally, or the Homeowners Association may grant such easements as may become necessary for the orderly development and long term maintenance or management of this subdivision.
29. 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 1/103 to lot owners for all areas. Buyers of lots 1-103 agree to deposit \$100 with the homeowners association at each closing in addition to the lot purchase price. This fee shall be paid by the first occupant of a home on a lot not by a builder who may be acquiring a lot for purposes of resale. There shall be no Association fees collected beyond the \$100 until the year 2007. Neither developer nor subsequent builders who acquire lots from developer for purposes of resale shall be subject to any Association fees until the year 2008.

The first assessment beyond the \$100 shall be levied as per above dates in the year 2007.
30. 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 Homeowners' Association, and related costs.
31. The Homeowners' Association shall, upon demand, at any time furnish to any lot owner a certificate in writing signed by an officer of the Homeowners' Association setting forth whether said assessments have been paid. Such certificate shall be

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Revised June 10, 2005

- conclusive evidence of the payment of any and all assessments therein stated to have been paid.
32. Declarant, any lot owner or the Chicory Creek Homeowners' 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.
 33. These restrictions may be amended at any time by a two-thirds vote from the Homeowners Association. Declarant also reserves the right to unilaterally change and amend these restrictions until one year after 100% of the lots have been sold and occupancy permits granted. However, Sections 8 and 11 regarding drainage easements and maintenance of drainage easements and detention basins may not be amended without the written consent of the Village of Sturtevant.
 34. Declarant may also enter into other agreements on behalf of Association for purposes of easements and/or other items necessary for the orderly running and maintaining the subdivision and/or Association.
 35. 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 this clause.
 36. 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.

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April 14, 2005
Revised June 10, 2005

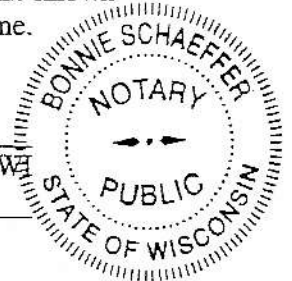
DATED this 23rd day of JUNE, 2005

Mark W. Neumann, President
Neumann Developments, Inc.

STATE OF WISCONSIN)
 :SS
COUNTY OF KEUOSHA)

Personally came before me, this 23rd day of JUNE, 2005
the above named MARK W. NEUMANN to me known
to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, KEUOSHA County, WI
My Commission Expires: 09/11/05



This Instrument Drafted By:
Bonnie M. Schaeffer
Neumann Developments, Inc.

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0000455

FIRST AMENDMENT TO
CHICORY CREEK
RESTRICTIONS

Document Number

Title of Document

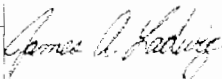
Lots 1 through 103
 Chicory Creek Subdivision, being a part of the NW 1/4 and NE 1/4 of Section 28,
 T. 3 N., R. 22 E., Village of Sturtevant, Racine County, Wisconsin.

PLAT RECORDED AS DOC. NO. 2036287,
 VOL. 34, PAGES 499-501 ON JUNE 30, 2005
 IN THE RACINE COUNTY REGISTER OF DEEDS

DOC # 2036751

Recorded

JULY 05, 2005 AT 04:22PM



JAMES A LUDWIG
 RACINE COUNTY
 REGISTER OF DEEDS

Fee Amount: \$15.00



Record this document with the Register of Deeds

Name and Return Address:
 Neumann Developments, Inc.
 N16 W24132 Prairie Ct, Suite 220
 Waukesha WI 53188

181-03-22-28-100-001 TR

181-03-22-28-100-103

(Parcel Identification Number)

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0000456

**First Amendment to Chicory Creek
Subdivision Restrictions**

WHEREAS, Neumann Developments, Inc. (Declarant) is the developer of Chicory Creek Subdivision,

WHEREAS, Chicory Creek Subdivision is described as part of the NW ¼ and the NE ¼ of the SE ¼ of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin,

WHEREAS, the original Chicory Creek Restrictions were recorded on 7/5/05 as Doc. No. 2036750 in the Office of the Racine County Register of Deeds,

WHEREAS, the Section 33 of the original Chicory Creek Restrictions states "These restrictions may be amended at any time by a two-thirds vote from the Homeowners Association. Declarant also reserves the right to unilaterally change and amend these restrictions until one year after 100% of the lots have been sold and occupancy permits granted. However, Sections 8 and 11 regarding drainage easements and maintenance of drainage easements and detention basins may not be amended without the written consent of the Village of Sturtevant."

NOW, THEREFORE, Declarant hereby declares the following language shall be added to the Restrictions:

1. Buyers/lot owners are hereby put on notice, and as part of taking ownership of any lot, agree to repay Neumann Developments, Inc. the \$2,913.00 REC charge plus 7% simple interest from the date of recording of this document for the water hook-up fee which Neumann Developments, Inc. has paid in advance to the Village of Sturtevant/City of Racine per the Development Agreement. Failure to repay this pre-paid charge prior to obtaining a building permit will give Neumann Developments, Inc. the right to file a lien against the lot, interest shall accrue at 12%, and shall give Neumann Developments, Inc. the right to take legal action to collect said monies. In the event legal action is necessary, lot owner agrees to pay any legal fees incurred by Neumann Developments, Inc.

0000457

Dated this 29th day of JULY, 2005.

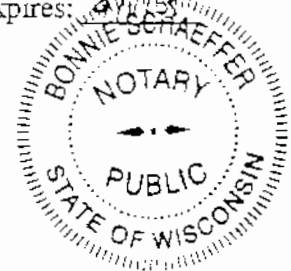
Mark W. Neumann, President
Neumann Developments, Inc.

STATE OF WISCONSIN)
 :SS
COUNTY OF KEWASHA)

Personally came before me this 29th day of JULY, 2005 the above-named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, KEWASHA County
My Commission Expires: 9/1/08

This Instrument Drafted By:
Bonnie M. Schaeffer
Neumann Developments, Inc.



54	181-03-22-28-100-054	79	181-03-22-28-100-079
55	181-03-22-28-100-055	80	181-03-22-28-100-080
56	181-03-22-28-100-056	81	181-03-22-28-100-081
57	181-03-22-28-100-057	82	181-03-22-28-100-082
58	181-03-22-28-100-058	83	181-03-22-28-100-083
59	181-03-22-28-100-059	84	181-03-22-28-100-084
60	181-03-22-28-100-060	85	181-03-22-28-100-085
61	181-03-22-28-100-061	86	181-03-22-28-100-086
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63	181-03-22-28-100-063	88	181-03-22-28-100-088
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67	181-03-22-28-100-067	92	181-03-22-28-100-092
68	181-03-22-28-100-068	93	181-03-22-28-100-093
69	181-03-22-28-100-069	94	181-03-22-28-100-094
70	181-03-22-28-100-070	95	181-03-22-28-100-095
71	181-03-22-28-100-071	96	181-03-22-28-100-096
72	181-03-22-28-100-072	97	181-03-22-28-100-097
73	181-03-22-28-100-073	98	181-03-22-28-100-098
74	181-03-22-28-100-074	99	181-03-22-28-100-099
75	181-03-22-28-100-075	100	181-03-22-28-100-100
76	181-03-22-28-100-076	101	181-03-22-28-100-101
77	181-03-22-28-100-077	102	181-03-22-28-100-102
78	181-03-22-28-100-078	103	181-03-22-28-100-103

073

DOC # 2046098

Recorded

AUG. 29, 2005 AT 01:58PM

**SECOND AMENDMENT TO
CHICORY CREEK
RESTRICTIONS**

Document Number

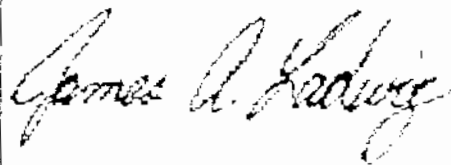
Title of Document

Lots 1 through 103, Chicory Creek Subdivision, being a part of the NW 1/4 and NE 1/4 of Section 28, T. 3 N., R. 22 E., Village of Starkevau, Racine County, Wisconsin

Plat recorded as Doc. No. 2036287, Vol. 34, pages 499-501 on June 30, 2005 in the Racine County Register of Deeds

Chicory Creek Restrictions recorded as Doc. No. 2036750 on July 5, 2005 in the Racine County Register of Deeds

First Amendment to Chicory Creek Restrictions recorded as Doc. No. 2036751 on July 5, 2005 in the Racine County Register of Deeds

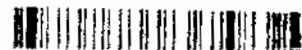


JAMES A LUDWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$15.00



Record this document with the Register of Deeds

Name and Return Address:

Neumann Developments, Inc.
N16 W24132 Prairie Ct, Suite 220
Waukesha WI 53188



see attached list

(Parcel Identification Number)

Second Amendment to Chicory Creek
Subdivision Restrictions

WHEREAS, Neumann Developments, Inc. (Declarant) is the developer of Chicory Creek Subdivision,

WHEREAS, Chicory Creek Subdivision is described as part of the NW ¼ and the NE ¼ of the SE ¼ of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin,

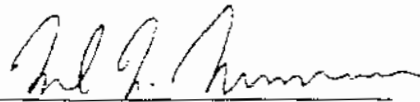
WHEREAS, the original Chicory Creek Restrictions were recorded on July 5, 2005 as Doc. No. 2036750 in the Office of the Racine County Register of Deeds,

WHEREAS, the Section 33 of the original Chicory Creek Restrictions states "These restrictions may be amended at any time by a two-thirds vote from the Homeowners Association. Declarant also reserves the right to unilaterally change and amend these restrictions until one year after 100% of the lots have been sold and occupancy permits granted. However, Sections 8 and 11 regarding drainage easements and maintenance of drainage easements and detention basins may not be amended without the written consent of the Village of Sturtevant."

NOW, THEREFORE, Declarant hereby declares the following language shall be added to the Restrictions:

1. Lot owners/buyers are made aware that per Village of Sturtevant ordinance, maintenance of the grassy terrace areas between the lot line and the curb along all interior and exterior streets is the responsibility of each lot owner. This includes the rear of the lots facing Broadway Drive and 90th Street. If these areas are not properly maintained by any lot owner, the Homeowners Association is authorized to enter these areas for maintenance purposes and charge the lot owner for such maintenance.

Dated this 10th day of AUGUST, 2005.

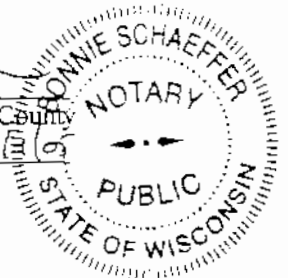


Mark W. Neumann, President
Neumann Developments, Inc.

STATE OF WISCONSIN)
)SS
COUNTY OF KEWASHA)

Personally came before me this 10th day of AUGUST, 2005 the above-named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.


Notary Public, KEWASHA County
My Commission Expires: 08/11/09



This Instrument Drafted By:
Bonnie M. Schaeffer
Neumann Developments, Inc.

CHICORY CREEK

FROM PT 181-03-22-28-001-003

LOT #	PARCEL #	LOT #	PARCEL #	LOT #	PARCEL #
1	181-03-22-28-100-001	49	-049	97	-097
2	-002	50	-050	98	-098
3	-003	51	-051	99	-099
4	-004	52	-052	100	-100
5	-005	53	-053	101	-101
6	-006	54	-054	102	-102
7	-007	55	-055	103	-103
8	-008	56	-056		
9	-009	57	-057		
10	-010	58	-058		
11	-011	59	-059		
12	-012	60	-060		
13	-013	61	-061		
14	-014	62	-062		
15	-015	63	-063		
16	-016	64	-064		
17	-017	65	-065		
18	-018	66	-066		
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25	-025	73	-073		
26	-026	74	-074		
27	-027	75	-075		
28	-028	76	-076		
29	-029	77	-077		
30	-030	78	-078		
31	-031	79	-079		
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35	-035	83	-083		
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37	-037	85	-085		
38	-038	86	-086		
39	-039	87	-087		
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41	-041	89	-089		
42	-042	90	-090		
43	-043	91	-091		
44	-044	92	-092		
45	-045	93	-093		
46	-046	94	-094		
47	-047	95	-095		
48	-048	96	-096		

2036209

**THIRD AMENDMENT TO
CHICORY CREEK
RESTRICTIONS**

Document Number

Title of Document

Lots 1 through 103, Chicory Creek Subdivision, being a part of the NW 1/4 and NE 1/4 of Section 28, T. 3 N., R. 22 E., Village of Starkevant, Racine County, Wisconsin

Plat recorded as Doc. No. 2036287, Vol. 34, pages 499-501 on June 30, 2005 in the Racine County Register of Deeds

Chicory Creek Restrictions recorded as Doc. No. 2036750 on July 5, 2005 in the Racine County Register of Deeds

~~2036209~~
2036133
Oct 9 2005
[Faint illegible text]

17

Record this document with the Register of Deeds

Name and Return Address:
Neumann Developments, Inc.
N16 W24132 Prairie Ct, Suite 220
Waukesha WI 53188

see attached list

(Parcel Identification Number)

**Third Amendment to Chicory Creek
Subdivision Restrictions**

WHEREAS, Neumann Developments, Inc. (Declarant) is the developer of Chicory Creek Subdivision,

WHEREAS, Chicory Creek Subdivision is described as part of the NW ¼ and the NE ¼ of the SE ¼ of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin,

WHEREAS, the original Chicory Creek Restrictions were recorded on July 5, 2005 as Doc. No. 2036750 in the Office of the Racine County Register of Deeds,

WHEREAS, Section 33 of the original Chicory Creek Restrictions states "These restrictions may be amended at any time by a two-thirds vote from the Homeowners Association. Declarant also reserves the right to unilaterally change and amend these restrictions until one year after 100% of the lots have been sold and occupancy permits granted. However, Sections 8 and 11 regarding drainage easements and maintenance of drainage easements and detention basins may not be amended without the written consent of the Village of Sturtevant."

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

1. Section 3, first sentence, shall be amended to read "At most lot closings, in addition to the purchase price of the lot, a street tree deposit in an amount determined to be sufficient by the Village Engineer shall be collected for purposes of installing at least one tree on most lots at a future date as per the approved street tree plan". Also, the last sentence of Section 3 reading "It is the intent that this street tree deposit be collected from the first occupant on each lot not by a builder or developer who may be acquiring a lot for purposes of resale" shall be deleted.
2. Section 4, the last sentence reading "It is the intent that this sidewalk and driveway approach deposit be collected from the first occupant of each lot not be a builder or developer who may be acquiring a lot for purposes of resale" shall be deleted.
3. Section 29, the sentence reading "This fee shall be paid by the first occupant of a home on a lot not be a builder who may be acquiring a lot for purposes of resale" shall be deleted.

Dated this 1st day of DECEMBER, 2005.

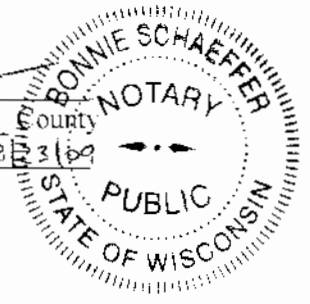
[Signature]

~~Mark W. Neumann, President~~ Mark K. Neumann
Neumann Developments, Inc. Vice President

STATE OF WISCONSIN)
 :SS
COUNTY OF KEWOSHA)

Mark K. Neumann Personally came before me this 1st day of DECEMBER, 2005 the above-named ~~Mark W. Neumann~~ to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, KEWOSHA County
My Commission Expires: 8/31/09



This Instrument Drafted By:
Bonnie M. Schaeffer
Neumann Developments, Inc.

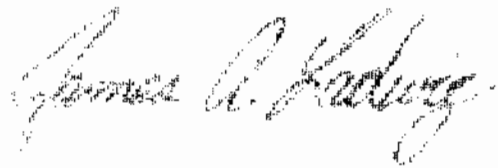
00212

CHICORY CREEK
FROM PT 181-03-22-28-001-003

LOT #	PARCEL #	LOT #	PARCEL #	LOT #	PARCEL #
1	181-03-22-28-100-001	49	-049	97	-097
2	-002	50	-050	98	-098
3	-003	51	-051	99	-099
4	-004	52	-052	100	-100
5	-005	53	-053	101	-101
6	-006	54	-054	102	-102
7	-007	55	-055	103	-103
8	-008	56	-056		
9	-009	57	-057		
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11	-011	59	-059		
12	-012	60	-060		
13	-013	61	-061		
14	-014	62	-062		
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24	-024	72	-072		
25	-025	73	-073		
26	-026	74	-074		
27	027	75	-075		
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29	-029	77	-077		
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31	-031	79	-079		
32	-032	80	-080		
33	-033	81	-081		
34	-034	82	-082		
35	-035	83	-083		
36	-036	84	-084		
37	-037	85	-085		
38	-038	86	-086		
39	-039	87	-087		
40	-040	88	-088		
41	-041	89	-089		
42	-042	90	-090		
43	-043	91	-091		
44	-044	92	-092		
45	-045	93	-093		
46	-046	94	-094		
47	-047	95	-095		
48	-048	96	-096		

Document Number

**Fourth Amendment to Chicory Creek
Restrictions
Title of Document**



JAMES A. MATRISE
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$15.00



Lots 1 through 103, Chicory Creek Subdivision, being a part of the NW 1/4 and the NE 1/4 of the SE 1/4 of Section 28, T. 3N., R. 22 E., Village of Sturtevant, Racine County, Wisconsin.

Plat recorded as Doc. No. 2036287, Vol. 34, pages 499-501 on June 30, 2005 in the Racine County Register of Deeds.

Chicory Creek Restrictions recorded as Doc. No. 2036750 on July 5, 2005 in the Racine County Register of Deeds.

First Amendment to Chicory Creek Restrictions recorded as Doc. No. 2036751 on July 5, 2005 in the Racine County Register of Deeds.

Second Amendment to Chicory Creek Restrictions recorded as Doc. No. 2046098 on August 29, 2005 in the Racine County Register of Deeds.

Third Amendment to Chicory Creek Restrictions recorded as Doc. No. 2063133 on December 9, 2005 in the Racine County Register of Deeds.

15'

Recording Area

Name and Return Address

**Matt Matrise
Neumann Developments Inc.
N16 W24132 Prairie Court #220
Waukesha, WI 53188**

See attached EXHIBIT A

Parcel Identification Number (PIN)

WHEREAS, Neumann Developments Inc. ("Neumann"), is the Declarant of the Chicory Creek Subdivision,

WHEREAS, Chicory Creek Subdivision is described as part of the NW ¼ and the NE ¼ of the SE ¼ of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin,

WHEREAS, the original Chicory Creek Restrictions were recorded on July 5, 2005, in the Racine County Register of Deeds office as Document No. 2036750, as amended on July 5, 2005, as Document No. 2036751 ("First Amendment"), and on August 29, 2005, as Document No. 2046098 ("Second Amendment"), and on December 9, 2005, as Document No. 2063133 ("Third Amendment"). The Restrictions, as amended by the First Amendment, Second Amendment and Third Amendment are referred to herein as the "Restrictions".

WHEREAS, Section 33 of the Restrictions states, "These restrictions may be amended at any time by a two-thirds vote from the Homeowners Association. Declarant also reserves the right to unilaterally change and amend these restrictions until one year after 100% of the lots have been sold and occupancy permits granted. However, Sections 8 and 11 regarding drainage easements and maintenance of drainage easements and detention basins may not be amended without written consent of the Village of Sturtevant."

NOW THEREFORE, Declarant hereby declares that the following language shall be removed from the Restrictions:

Number 6. "The Chicory Creek 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 and Sue A. Neumann, or their heirs or assigns, shall serve as an Architectural Control Committee for the purpose of enforcing the restrictions set out herein."

NOW THEREFORE, Declarant hereby declares that the following language shall be added to the Restrictions:

Number 6. The Chicory Creek Homeowners' Association shall serve as an Architectural Control Committee 5 years from the date of the final lot sale of Declarant. Until that time, Mark W. Neumann and Sue A. Neumann, or their heirs or assigns, shall serve as an Architectural Control Committee for the purpose of enforcing the restrictions set out herein.

Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

Dated as of the 14 day of December, 2007

Neumann Developments Inc.

By: [Signature]
MAT R. NEUMANN, Vice President

State of Wisconsin
County of WAUKESHA

Personally came before me this 14 day of December, 2007, the above named MAT R. NEUMANN, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



[Signature]
Notary Public, Waukesha County,
State of Wisconsin
My Commission expires: 1/18/10

This Document Drafted by:
Matt Matrise – Neumann Developments Inc. N16 W24132 Prairie Ct., Ste 220, Waukesha, WI 53188

EXHIBIT A

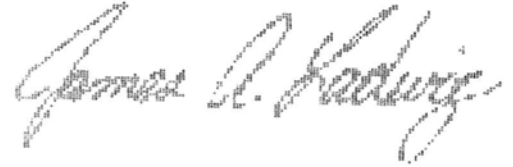
CHICORY CREEK

FROM PT 181-03-22-28-001-003

LOT #	PARCEL #	LOT #	PARCEL #	LOT #	PARCEL #
1	181-03-22-28-100-001	49	-049	97	-097
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3	-003	51	-051	99	-099
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5	-005	53	-053	101	-101
6	-006	54	-054	102	-102
7	-007	55	-055	103	-103
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47	-047	95	-095		
48	-048	96	-096		

Document Number

**Fifth Amendment to Chicory Creek
Restrictions
Title of Document**



Lots 1 through 103, Chicory Creek Subdivision, being a part of the NW 1/4 and the NE 1/4 of the SE 1/4 of Section 28, T. 3N., R. 22 E., Village of Sturtevant, Racine County, Wisconsin.

Plat recorded as Doc. No. 2036287, Vol. 34, pages 499-501 on June 30, 2005 in the Racine County Register of Deeds.

Chicory Creek Restrictions recorded as Doc. No. 2036750 on July 5, 2005 in the Racine County Register of Deeds.

First Amendment to Chicory Creek Restrictions recorded as Doc. No. 2036751 on July 5, 2005 in the Racine County Register of Deeds.

Second Amendment to Chicory Creek Restrictions recorded as Doc. No. 2046098 on August 29, 2005 in the Racine County Register of Deeds.

Third Amendment to Chicory Creek Restrictions recorded as Doc. No. 2063133 on December 9, 2005 in the Racine County Register of Deeds.

Fourth Amendment to Chicory Creek Restrictions recorded as Doc. No. 2159422 on January 4, 2008 in the Racine County Register of Deeds.

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$17.00



Recording Area

Name and Return Address

Matt Matrise
Neumann Developments Inc.
N16 W24132 Prairie Court #220
Waukesha, WI 53188


See attached EXHIBIT A

Parcel Identification Number (PIN)

WHEREAS, Neumann Developments Inc. ("Neumann"), is the Declarant of the Chicory Creek Subdivision,

WHEREAS, Chicory Creek Subdivision is described as part of the NW ¼ and the NE ¼ of the SE ¼ of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin,

WHEREAS, the original Chicory Creek Restrictions were recorded on July 5, 2005, in the Racine County Register of Deeds office as Document No. 2036750, as amended on July 5, 2005, as Document No. 2036751 ("First Amendment"), and on August 29, 2005, as Document No. 2046098 ("Second Amendment"), and on December 9, 2005, as Document No. 2063133 ("Third Amendment") and on January 4, 2008, as Document No. 2159422 ("Fourth Amendment"). The Restrictions, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment are referred to herein as the "Restrictions",

WHEREAS, Section 33 of the Restrictions states, "These restrictions may be amended at any time by a two-thirds vote from the Homeowners Association. Declarant also reserves the right to unilaterally change and amend these restrictions until one year after 100% of the lots have been sold and occupancy permits granted. However, Sections 8 and 11 regarding drainage easements and maintenance of drainage easements and detention basins may not be amended without written consent of the Village of Sturtevant",

WHEREAS, Neumann still owns title to various lots within the Chicory Creek Subdivision as of the date of this document,

NOW THEREFORE, Declarant hereby declares that the following language shall be added to the Restrictions:

39. Lawns – After a home has been completed and the first occupant moves into the home each individual home owner shall then be responsible for installing and maintaining at least 70% vegetative cover (a lawn or landscaping) on all exposed soil on their lot to prevent erosion of the soil into unwanted locations. This restriction does not apply to any speculation home or model home built until that home is sold to a consumer who then occupies the home. The vegetative cover must be installed within 60 days of obtaining occupancy of the home. Note that other materials are allowable including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil.


1. If the Owner of any home, after reasonable written notice from the Homeowners Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Homeowners Association or the Village of Sturtevant through its duly authorized agents or employees, shall have the right, but not obligation to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Wisconsin State Statute 66.0627 or as a special assessment levied by the Homeowners Association.

2. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the owner shall be required to establish vegetative cover within 60 days of proper growing conditions. The growing season for this area is anticipated to be from middle April to the middle of October.

Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

Dated as of the 14 day of ~~December~~ ^{MARCH}, 2008

Neumann Developments Inc.

By: 
MATHEW K. NEUMANN, Vice President

State of Wisconsin
County of WAUKESHA

This Document Drafted by:

Matt Matrise – Neumann Developments Inc. N16 W24132 Prairie Ct., Ste 220, Waukesha, WI 53188

Personally came before me this 14 day of MARCH, ²⁰⁰⁸~~2007~~, the above named MATHEW K. NEUMANN, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



[Signature]
Notary Public, RACINE County,
State of Wisconsin
My Commission expires: 1/18/09

EXHIBIT A

CHICORY CREEK
FROM PT 181-03-22-28-001-003

LOT #	PARCEL #	LOT #	PARCEL #	LOT #	PARCEL #
1	181-03-22-28-100-001	49	-049	97	-097
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44	-044	92	-092		
45	-045	93	-093		
46	-046	94	-094		
47	-047	95	-095		
48	-048	96	-096		

DOC # 2184955

Recorded

Aug. 14, 2008 AT 10:50AM

Document Number

**Sixth Amendment to Chicory Creek
Restrictions
Title of Document**

Lots 1 through 103, Chicory Creek Subdivision, being a part of the NW 1/4 and the NE 1/4 of the SE 1/4 of Section 28, T. 3N., R. 22 E., Village of Sturtevant, Racine County, Wisconsin.

Plat recorded as Doc. No. 2036287, Vol. 34, pages 499-501 on June 30, 2005 in the Racine County Register of Deeds.

Chicory Creek Restrictions recorded as Doc. No. 2036750 on July 5, 2005 in the Racine County Register of Deeds.

First Amendment to Chicory Creek Restrictions recorded as Doc. No. 2036751 on July 5, 2005 in the Racine County Register of Deeds.

Second Amendment to Chicory Creek Restrictions recorded as Doc. No. 2046098 on August 29, 2005 in the Racine County Register of Deeds.

Third Amendment to Chicory Creek Restrictions recorded as Doc. No. 2063133 on December 9, 2005 in the Racine County Register of Deeds.

Fourth Amendment to Chicory Creek Restrictions recorded as Doc. No. 2159422 on January 4, 2008 in the Racine County Register of Deeds.

Fifth Amendment to Chicory Creek Restrictions recorded as Doc. No. 2168108 on March 24, 2008 in the Racine County Register of Deeds.

JAMES A LADWIG
RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$19.00



Recording Area

Name and Return Address

Matt Matrise
Neumann Developments Inc.
N16 W24132 Prairie Court #220
Waukesha, WI 53188

19-

See attached EXHIBIT A

Parcel Identification Number (PIN)

Sixth Amendment to Chicory Creek Restrictions

WHEREAS, Neumann Developments Inc. ("Neumann"), is the Declarant of the Chicory Creek Subdivision,

WHEREAS, Chicory Creek Subdivision is described as part of the NW ¼ and the NE ¼ of the SE ¼ of Section 28, Town 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin,

WHEREAS, the original Chicory Creek Restrictions were recorded on July 5, 2005, in the Racine County Register of Deeds office as Document No. 2036750, as amended on July 5, 2005, as Document No. 2036751 ("First Amendment"), and on August 29, 2005, as Document No. 2046098 ("Second Amendment"), and on December 9, 2005, as Document No. 2063133 ("Third Amendment") and on January 4, 2008, as Document No. 2159422 ("Fourth Amendment") and on March 24, 2008, as Document No. 2168108 ("Fifth Amendment"). The Restrictions, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment are referred to herein as the "Restrictions",

WHEREAS, Section 33 of the Restrictions states, "These restrictions may be amended at any time by a two-thirds vote from the Homeowners Association. Declarant also reserves the right to unilaterally change and amend these restrictions until one year after 100% of the lots have been sold and occupancy permits granted. However, Sections 8 and 11 regarding drainage easements and maintenance of drainage easements and detention basins may not be amended without written consent of the Village of Sturtevant",

WHEREAS, Neumann still owns title to various lots within the Chicory Creek Subdivision as of the date of this document,

WHEREAS, The Chicory Creek Homeowners Association Inc. has requested that Neumann Developments Inc. as Declarant amend the restrictions to accommodate the construction of a single outbuilding (shed) on each lot as indicated in the attached Exhibit B,

NOW THEREFORE, Declarant hereby declares that the following language shall be removed from the Restrictions:

Section 2, 3rd sentence, "No outbuildings will be permitted."

NOW THEREFORE, Declarant hereby declares that the following language shall be added to the Restrictions:

- 40) Each lot owner shall be permitted to erect a single outbuilding (shed) on their lot subject to the following provisions:**
- a) The outbuilding shall not have a footprint larger than 10 ft X 10 ft and shall not be taller than 8 ft in height.**
 - b) The outbuilding must be constructed of quality wood, quality simulated wood, vinyl (siding of a 0.42" or greater thickness), Hardiplank siding (or equivalent) or steel reinforced resin.**
 - c) No aluminum or metal outbuildings are permitted.**
 - d) The outbuildings must comply with all Village of Sturtevant and Racine County ordinances and codes.**
 - e) All outbuildings must be approved by the Chicory Creek Homeowners Architectural Control Subcommittee. NOTE: Approval may be denied solely based on harmony of external design as determined by the aforementioned approving authority. All approvals must be in writing.**

Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

Dated as of the 25 day of June, 2008

This Document Drafted by:

Matt Matrise – Neumann Developments Inc. N16 W24132 Prairie Ct., Ste 220, Waukesha, WI 53188

Neumann Developments Inc.

By: [Signature]
Matt K. Neumann, President

State of Wisconsin
County of WAUKESHA

Personally came before me this 25 day of JUNE, 2008, the above named MATT K. NEUMANN, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



[Signature]
Notary Public, RACINE County,
State of Wisconsin
My Commission expires: 1/18/09

EXHIBIT A

CHICORY CREEK
FROM PT 181-03-22-28-001-003

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47	-047	95	-095		
48	-048	96	-096		

EXHIBIT B

June 20, 2008

Matt Matrise
Neumann Developments, Inc.
N16 W24132 Prairie Ct., Suite 220
Waukesha, WI 53188



Chicory Creek

Dear Matt:

As President of the Chicory Creek Homeowners' Association Inc., I am writing you to formally request that Neumann Developments, Inc. consider a proposed amendment to the Chicory Creek Restrictions, and then take the necessary actions to execute it as Amendment 6 to the same.

As you are aware, the current Chicory Creek Restrictions currently prohibit any outbuildings in paragraph 2. Paragraph 33 of the same document also states, "These restrictions can be amended at any time by a two-thirds vote from the Homeowners' Association. Declarant {Neumann Developments Inc.} also reserves the right to unilaterally change and amend these restrictions until one year after 100% of the lots have been sold and occupancy permits granted."

On Thursday, April 24, a Town Hall Meeting for members of the Chicory Creek Homeowners' Association Inc. was held, to which you were invited to and subsequently attended. Of the 103 subdivided lots in the community, as of that date 41 were homeowner owned and occupied, and 27 of those 41 members were in attendance at this town hall meeting. The other 62 properties were owned by either Neumann Developments, Inc, Neumann Homes of Wisconsin, LLC, or otherwise privately owned or under construction.

One of the agenda items for that meeting was an "Amendments to Restrictions Discussion", and the subject of outbuildings, specifically relating to storage sheds, was raised, discussed, and a proposed amendment developed by those in attendance. Of the 27 voting members in attendance, a vote was taken and passed by a margin of 20 yeas to 7 nays for the following language:

The following language shall be added to the Restrictions:

40. Out-Buildings – Homeowners will be permitted to erect one outbuilding on their lot as long as the following guidelines are adhered to:
 - a. The outbuilding shall not exceed a 10' x 10' area and is no taller than 8'.
 - b. The outbuilding must be constructed of quality wood, simulated wood, vinyl, or steel reinforced resin.
 - c. No aluminum or metal outbuildings will be permitted.
 - d. The outbuilding must comply with all applicable Village of Sturtevant and Racine County codes.
 - e. The outbuilding must be approved by the Chicory Creek Homeowners Association Architectural Control Committee prior to commencement of installation.

While the 20 to 7 margin is 74% of those actually voting, it does not meet the requirements of two-thirds of the Association. However, with the understanding that Neumann Developments, Inc. still retains the right to unilaterally amend these Restrictions, we are requesting your consideration and action on the proposed amendment. If Neumann Developments believes additional language or modifications are necessary please share those concerns with the Association Board members before enacting the amendment. Our next Board meeting is scheduled next week, and this is one of the "hot topics" for residents, so we look forward to your consideration and response.

Respectfully Submitted,

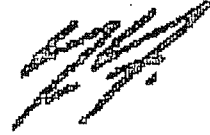
Sean A. Weiss
President, Chicory Creek Homeowners' Association, Inc.

Chicory Creek Homeowners' Association, Inc., PO Box 595, Sturtevant, WI 53177-0395

Document Number

**SEVENTH SET OF AMENDMENTS TO
DECLARATION OF CHICORY CREEK
HOME OWNERS ASSOCIATION**

DOCUMENT # 2297310
RACINE COUNTY REGISTER OF DEEDS
October 17, 2011 10:39 AM



TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Pages: 4



Recording Area

Name and Return Address
Wyant Law Offices, S.C.
Box 240

30-4

SEE ATTACHMENT
Parcel Identification Number (PIN)

SEVENTH SET OF AMENDMENTS TO
DECLARATION OF CHICORY CREEK HOMEOWNERS ASSOCIATION

A meeting of Members of Chicory Creek Homeowners Association Inc ("Association") was duly called August 24, 2011 for the purpose of amending the DECLARATION OF CHICORY CREEK HOMEOWNERS ("DECLARATION"). Notice of the date, time and purpose was given to all Members of the Association. Quorum was established.

Association adopted the following amendment to the Declaration by a vote of 63 in favor and 14 in opposition:

SECTION 22 a. of the DECLARATION is amended to read:

a. No fences shall be greater in height than sixty (60) inches and shall be constructed of quality wood or, if approved by the Board, vinyl fencing that simulates wood; and shall be maintained in a satisfactory condition at all times

Association adopted the following amendment to the Declaration by a vote of 58 in favor and 19 in opposition.:

SECTION 22 d. of the DECLARATION is amended to read:

On all lots, including corner lots, fences in side yards are permitted to extend to the front building setback line, but not beyond

Association adopted the following amendment to the Declaration by a vote 71 in favor and 6 in opposition:

SECTION 6 is amended to read:

The Chicory Creek Homeowners Association, Inc. shall serve as an Architectural Control Committee for the purpose of enforcing the restrictions set out herein.

Association adopted the following amendment to the Declaration by a vote of 71 in favor and 6 in opposition:

SECTION 32 is amended to read:

Any lot owner or the Chicory Creek Homeowners Association, Inc., shall have the right to enforce by a proceeding in 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 recover damages for such violation. Any person violating or

attempting to violate any terms and provisions of these Covenants and Restrictions shall pay all reasonable attorneys' fees and costs incurred by the Association or lot owners in enforcing these Covenants and Restrictions.


Association adopted the following amendment to the Declaration by a vote of 71 in favor and 6 in opposition:

Section 33 is amended to read:

33. These restrictions may be amended at any time by a two-thirds vote from the Homeowners Association. However, Sections 8 and 11 regarding drainage easements and maintenance of drainage easements and detention basins may not be amended without the written consent of the Village of Sturtevant.

Any amendment approved shall become effective upon recording.

Dated: October 5, 2011

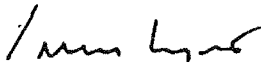


Sean A. Weiss, President
Chicory Creek Homeowners Association, Inc.

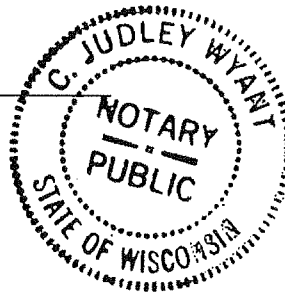
State of Wisconsin)
) ss.
County of Racine)

Personally came before me this 5th day of October, 2011, the above named Sean A. Weiss to me known to be the person who executed and acknowledged the foregoing instrument acknowledged the same.

Subscribed and sworn to before me this
5 day of October, 2011.



Notary Public, Racine County
~~My Commission expires:~~
My Commission is permanent.



This instrument was drafted by:
Wyant Law Offices, S.C.
By Atty. C. Judley Wyant
State Bar No. 1013905

CHICORY CREEK
FROM PT 181-03-22-28-001-003

Village of Sturtevant
Lucas County, Wisconsin

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