

DOCUMENT #
1694969

RESTRICTIVE COVENANTS

REGISTER'S OFFICE
RACINE COUNTY, WI

Document Number

Document Title

RECORDED

99 JUL 28 PM 4: 21

MARK A. LADD
REGISTER OF DEEDS

32'
Recording Area

Name and Return Address

Newport
1020 West Blvd
Racine, WI 53405

Tax Parcel I.D.	51-004-04-23-31-210-010	Lot 1
	51-004-04-23-31-210-020	Lot 2
	51-004-04-23-31-210-030	Lot 3
	51-004-04-23-31-210-040	Lot 4
	51-004-04-23-31-210-050	Lot 5
	51-004-04-23-31-210-060	Lot 6
	51-004-04-23-31-210-070	Lot 7
	51-004-04-23-31-210-080	Lot 8
	51-004-04-23-31-210-090	Lot 9
	51-004-04-23-31-210-100	Lot 10
	51-004-04-23-31-210-110	Lot 11
	51-004-04-23-31-210-120	Lot 12
	51-004-04-23-31-210-130	Lot 13
	51-004-04-23-31-210-140	Lot 14
	51-004-04-23-31-210-150	Lot 15
	51-004-04-23-31-210-160	Lot 16
	51-004-04-23-31-210-170	Lot 17
	51-004-04-23-31-210-180	Lot 18
	51-004-04-23-31-210-190	Lot 19
	51-004-04-23-31-210-200	Lot 20
	51-004-04-23-31-210-210	Lot 21
	51-004-04-23-31-210-220	Lot 22
	51-004-04-23-31-210-230	Lot 23
	51-004-04-23-31-210-240	Lot 24
	51-004-04-23-31-210-250	Lot 25
	51-004-04-23-31-210-260	Lot 26
	51-004-04-23-31-210-270	Lot 27
	51-004-04-23-31-210-280	Lot 28

Parcel Identification Number (PIN)

ALL OF THE ABOVE LOTS ARE LOCATED WITHIN RIVERSVIEW PARK SUBDIVISION

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee, Wisconsin Statutes, 59.517. WRDA 2/96

VOL PAGE
946 135-1790

RESTRICTIVE COVENANTS FOR RIVERSVIEW PARK SUBDIVISION

This declaration of conditions, covenants, restrictions and easements regarding Riversview Park Subdivision, Town of Caledonia, Racine County, Wisconsin is made by Riversview Development, L.L.C., hereinafter called "Developer".

WHEREAS, Developer holds title to certain real estate located in the Town of Caledonia, Racine County, Wisconsin, described in Exhibit A attached to this declaration, which lands have been platted as Riversview Park Subdivision; said lands being hereinafter referred to as the "Subdivision"; and,

WHEREAS, Developer has caused the Subdivision to be laid out in such a fashion as to maximize its picturesque landscape and to provide a subdivision in which only homes of high architectural standards and design shall be constructed; and,

WHEREAS, this declaration will carry out the aforesaid purposes and will assure each subsequent owner of property in the Subdivision of the continuance of these high standards.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto to be bound by these restrictive covenants, the Developer hereby imposes upon the lands described in Exhibit A and known as Riversview Park Subdivision, the conditions, covenants, restrictions and easements hereinafter set forth which shall inure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and owner thereof.

1. GENERAL PURPOSE

The general purpose of this declaration is to help assure that the Subdivision will become and remain an attractive development, to insure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property, to encourage and insure the construction of attractive buildings designed and built in accordance with a harmonious theme, to define the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; and to provide and maintain proper setbacks from streets.

2. TERMINATION

These restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded unless modified or terminated as provided for herein.

3. SEVERABILITY

Invalidation of any provision of these restrictions by judgment or other court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

4. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location thereof have been approved in writing by the Architectural Control Committee as to quality; materials; harmony of external design and colors with the existing and planned structures; location with respect to topography and neighboring homes; setbacks; finished grade elevations; and location and material of driveways. Such plans and specifications shall be submitted to the Architectural Control Committee and approved before a building permit from the Town is issued. Except as specifically provided for in these Restrictive Covenants, no structure shall be built upon any lot other than one single family home. No lot in the Subdivision shall be subdivided.

A. The design, layout and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect on the property values in the neighborhood.

B. The approval or disapproval of the Architectural Control Committee as required by these covenants shall be in writing. Should the Architectural Control Committee fail to approve or disapprove such plans and specifications and the location within thirty (30) days after submission of the plans to it, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force, and the related covenants shall have been deemed to have been fully complied with. The Architectural Control Committee shall consist of Raymond C. Leffler and either Carl W. Korndoerfer or Wolf E. Korndoerfer.

C. The address of the Architectural Control Committee is:

c/o	Raymond C. Leffler	or	Carl W. Korndoerfer or
	1020 West Blvd.		Wolf E. Korndoerfer
	Racine, WI 53405		6518 Williamsburg Way
			Racine, WI 53406

D. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Architectural Control Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

E. If, at any time, the Architectural Control Committee has ceased to exist as such and has failed to designate a representative to act for it, the owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of lot owners called by notice in writing, mailed to the last known address of all Subdivision lot owners as shown on the assessment rolls of the Town of Caledonia. A committee formed under this section shall consist of two lot owners and an AIA architect. In the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with.

F. The Architectural Control Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Subdivision.

5. DWELLING QUALITY

Residences shall have no more than two stories and shall include a full basement. An exposed basement shall not be considered to be a "story" for purposes of this section. Bi-level and Tri-level homes are prohibited. The face of every outside wall of any residence shall be constructed of brick, stone, cedar, vinyl, aluminum or other material approved by the Architectural Control Committee. Vinyl or aluminum siding shall only be approved when used in conjunction with the use of brick or stone on a portion of the front elevation of the home and other architectural details as the Architectural Control Committee may require. Windows, doors and shutters may contain manufactured materials. All residences shall have roofs constructed of dimensional asphalt or dimensional fiberglass shingles, or other material approved by the Architectural Control Committee with not less than a 6" to 12" (6/12) pitch. Every residence erected on a lot in the Subdivision shall have minimum floor areas as follows:

1 Story (for example: Ranch Style)	1550 total sq. ft.
2 Story (for example: Traditional)	1800 total sq. ft.
1-1/2 Story (for example: Cape Cod)	1700 total sq. ft.
	(Minimum 900 sq. ft. On 1 st floor)

For purposes of this section, "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade, basements, garages, breezeways, and porches, attics and other areas not finished or useable as living quarters.

6. COLORS

- a. The exterior colors of the walls and roof of a single family residential structure shall be compatible and harmonious with the colors of nearby single family residential structures. Highly reflective and bright colors shall be avoided.
- b. All primary colors, which are the large areas of walls, shall be in subdued colors.
- c. Secondary colors shall be compatible with the primary colors and be limited to Architectural details such as fascia, frames, shutters, front door, etc.
- d. If the existing color is changed, all proposed exterior repainting must be submitted to the Architectural Control Committee for consideration and approval.

7. LANDSCAPE ARCHITECTURAL CONTROL

A landscape plan showing the proposed development of the entire lot shall be submitted to the Architectural Control Committee for approval within nine (9) months after commencement of construction. The approved landscape plan shall be completed within nine months after an occupancy permit has been issued for the home.

8. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Town of Caledonia building code restrictions in force at the time of construction. No structure or part thereof erected upon any corner lot in the Subdivision may be erected nearer than thirty-five (35) feet from the lot line adjacent to the street located at the side of such building. The building set back line from the front foundation line of each home to the right-of-way of the roadway upon which the home abuts shall be not less than thirty-five (35) feet.

9. GARAGES, DRIVEWAYS, SERVICE WALKS AND SIDEWALKS

Each residence constructed in the Subdivision shall have at least a two car garage which shall be directly attached to the residential structure or attached by a breezeway. Nothing herein shall be construed to prohibit garages which are larger than the minimum, provided that the same are approved by the Architectural Control Committee. To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, asphalt, brick, or other hard surface material acceptable to the Architectural Control Committee. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and walkways.

10. UTILITIES AND ANTENNAS

All electric light, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electric signals of any nature shall be allowed on any lot within the Subdivision without the approval of the Architectural Control Committee. Any such exterior antenna, satellite dish receiver or similar device shall not exceed 18" in diameter.

10. HEDGES AND FENCES

A. Hedges, berms and fences and landscape retaining walls shall be permitted with prior approval of the Architectural Control Committee.

B. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a fence of sufficient height to conceal the same, but no higher than four (4) feet, by shrubbery of sufficient density to accomplish the same purpose, or other appropriate barrier. Storage of more than one (1) full cord of firewood on a lot is prohibited.

C. No hedge may extend to a point nearer to the street on which the house fronts than the front line of such house without the approval of the Architectural Control Committee.

D. No fence shall be permitted to extend nearer to any street than the rear foundation line of the principal structure without the approval of the Architectural Control Committee.

E. Fences or landscape retaining walls shall be aesthetically pleasing and in keeping with the design and architectural style of the home. The location, design, construction and material for all fences or landscape retaining walls are subject to approval by the Architectural Control Committee.

11. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets.

12. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to 1) change the pre-existing surface

water drainage as affects any adjoining lots, and/or 2) create a slope of more than three (3) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. The proposed finished grade of the home, as determined by the finish grade of the garage floor, shall be approved by the Architectural Control Committee prior to construction of the home. The final grade for each lot shall conform to the master grading plan on record with the Town of Caledonia. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of any building upon said lot and then only so much as is necessary and essential in the furtherance of such construction. Under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

13. NOXIOUS ACTIVITY

No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on, and generally, no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision. The Developer, or its affiliates, retain the right to maintain a model home and/or office during the development and building period.

14. SIGNS

No signs of any character, kind or description shall be maintained upon any lot in the Subdivision except signs of a size no greater than twenty-four (24) inches by twenty-four (24) inches advertising the premises as "For Sale"; signs of a size no greater than twelve (12) inches by eighteen (18) inches bearing the name, address, or both of the resident occupying such lot; security service warning signs; municipal street signs and the master Subdivision identification sign. The content, size and design of all signs shall be controlled by the Architectural Control Committee. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the sale and/or construction period. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision.

15. SWIMMING POOLS/SPAS

Above ground swimming pools are specifically excluded. In-ground swimming pools may be allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Town of Caledonia. No portion of a swimming pool or spa, or the adjoining enclosed area, shall be constructed or maintained nearer to the street line than the rear foundation of the principal structure. Pool houses shall be built of the same material and to the same architectural design as the accompanying house. In-ground or self contained spas are permitted.

16. TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood (of less than one cord) within ninety (90) days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains. PLEASE SEE SECTION 25 REGARDING THE REMOVAL OF ANY TREES OR BRUSH LYING WITHIN THE PRESERVATION EASEMENT AREA.

17. COMPLETION OF CONSTRUCTION

The interior and exterior construction of a residence shall be substantially completed and the residence shall be ready for occupancy within one (1) year after commencement of construction; such time of completion shall be extended to the extent of any delay due to strike or acts of God. In its sole discretion, the Architectural Control Committee may determine when a residence is substantially completed and ready for occupancy; the extent of the delay due to strike or acts of God; and may, for good cause, allow additional time for completion of construction.

18. VEHICULAR STORAGE

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, no motor vehicle may be parked or kept on any lot in the Subdivision other than a car, truck or van which is licensed by the State of Wisconsin as a private passenger vehicle.

19. TEMPORARY STRUCTURES

No structure of a temporary character, no boat, trailer, truck, basement, tent, shack, garage, barn or other outbuilding may be used at any time as a residence either temporarily or permanently. No building shall be moved on any lot in the Subdivision from another location without the prior written approval of the Architectural Control Committee.

20. GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish or waste materials. All containers for the storage and disposal of such material shall be kept in a clean and sanitary condition. To insure the attractive appearance of the Subdivision, all waste containers shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners.

21. ACCESSORY OR UTILITY BUILDINGS

Accessory buildings may be constructed within the Subdivision with the prior written approval of the Architectural Control Committee. The design, material, color and construction

of each such accessory building must match the design, construction, color and material of the principal structure on the lot.

22. SOLAR ENERGY

Devices and systems for collection of solar energy are permitted within the Subdivision, provided that the location and screening of any such system are approved by the Architectural Control Committee.

23. LOT MAINTENANCE

Each vacant lot in the Subdivision shall be maintained by the owner of such lot so that the same shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant lot and the lot owner shall regularly mow the lot and comply with Town of Caledonia ordinances regarding weed control.

24. SITE MODIFICATION

Portions of the Subdivision are located within wetlands and environmental corridor areas. Each lot shall be developed in conformity with all applicable laws and ordinances regarding these environmentally sensitive areas. Any proposed site grade modification must be approved by the Architectural Control Committee. PLEASE SEE SECTION 25 - EASEMENTS & PRESERVATION EASEMENT AGREEMENT.

25. EASEMENTS & PRESERVATION EASEMENT AGREEMENT

Easements are herewith reserved for installation and maintenance of utility lines and drainage as set forth on the recorded plat of the Subdivision.

As recorded on the plat, A Shoreland Conditional Use Permit is required for Lots 24 through 28 if any portions of those lots within the 300 foot jurisdictional limits will be disturbed.

The Environmental Corridor, as shown on the recorded plat for Lots 25 through 28, establishes the easterly line of the building envelope for these lots; and the easterly and northerly line of the building envelope for Lot 24.

Lands lying within the designated Preservation Easement (primary environmental corridor, wetlands, and floodplain) shall be preserved and protected by prohibiting the following: Grading, Filling or excavation, the erection of any structures or buildings, the removal or destruction of any vegetative cover (except diseased vegetation and noxious weeds), the introduction of plants not indigenous to the existing environment, the gardening, cultivating and disposing of yard waste of any type, and grazing of domestic animals, where applicable.

No portion of this provision may be modified or removed without the prior approval

of both Racine County and the Town of Caledonia.

26. MODIFICATION

This declaration may be amended at any time by execution by the owners of seventy-five percent (75%) of the residential lots affected by these restrictive covenants by an amendment which shall take effect from the date of recording thereof in the office of the Register of Deeds for Racine County, Wisconsin. Until such time as the Developer, or its affiliates, shall have no interest in the Subdivision, no modification under this section shall alter the rights of the Developer, or its affiliates, unless the Developer shall consent to such modification in writing.

27. ENFORCEMENT OF RESTRICTIONS

If the owner of any lot subjected to these restrictive covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning or co-owning any other lot subjected to these restrictive covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades or enforce any of the covenants and restrictions herein contained.

28. CUL-DE-SAC BERM MAINTENANCE

The landscape berms which are located within the cul-de-sacs on Riverwalk Court and Brown's Court are a part of the road right of way which has been dedicated to the Town of Caledonia. While the lot owners in the Subdivision shall have no ownership interest in the landscape berm, the plantings located on the landscape berm shall be maintained by and at the expense of the owners of Lots 9, 10, 11, 12, 13 and 14 for the cul-de-sac on Riverwalk Court and Lots 15, 16, 17, 18, 19, and 20 for the cul-de-sac on Brown's Court. Any change to the landscape berm shall be approved by the owners of all affected lots. The owners of Lots 9, 10, 11, 12, 13 and 14 shall each be liable for 16.6% of the cost of maintaining the plantings on the landscape berm on Riverwalk Court. The owners of Lots 15, 16, 17, 18, 19 and 20 shall each be liable for 16.6% of the cost of maintaining the plantings on the landscape berm on Brown's Court.

29. BUILDER RESTRICTED

The construction of any single family dwelling located within the subdivision during the development phase, or after, shall be limited to either Newport Builders, Inc. or K-Corp of Racine, Inc. No other builder or individual shall be allowed to build within the boundaries of the subdivision.

30. AGREEMENT TO TERMS

By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 22nd day of February, 1999.

Riversview Development, L.L.C. - Developer

Raymond C. Leffler
Raymond C. Leffler Member

Carl W. Korndoerfer
Carl W. Korndoerfer Member

Wolfgang E. Korndoerfer
Wolfgang E. Korndoerfer, as Trustee of the
Wolfgang E. Korndoerfer and Karen K.
Korndoerfer Joint Revocable Trust dated
January 15, 1998 Member

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 22nd day of February, 1999, the above named Raymond C. Leffler, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Barbara K. Holding

Notary Public - State of Wisconsin
My Commission expires: 11/19/00

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 22nd day of February, 1999, the above named Carl W. Korndoerfer and Wolfgang E. Korndoerfer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Barbara K. Alding
*

Notary Public - State of Wisconsin
My Commission expires: 11/19/00

Document drafted by, and return to: Raymond C. Leffler
1020 West Blvd.
Racine, WI 53405