

0000257


RESTRICTIVE COVENANTS

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Document Number

Document Title

Lots 1 through 38, Oak Hill, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 9, and a part of the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 10, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.



MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$65.00



Recording Area

Name and Return Address

Riversview Development
1020 West Blvd.
Racine, WI 53405

65'

See Attached

Parcel Identification Number (PIN)

0000258
OAK HILL SUBDIVISION

FROM TAX KEY NO: (PART OF)

51-151-03-22-10-004-000
& 51-151-03-22-09-003-000

NEW TAX KEY NUMBERS:

LOT 1	151-03-22-10-403-010
LOT 2	151-03-22-10-403-020
LOT 3	151-03-22-10-403-030
LOT 4	151-03-22-10-403-040
LOT 5	151-03-22-10-403-050
LOT 6	151-03-22-10-403-060
LOT 7	151-03-22-10-403-070
LOT 8	151-03-22-10-403-080
LOT 9	151-03-22-10-403-090
LOT 10	151-03-22-10-403-100
LOT 11	151-03-22-10-403-110
LOT 12	151-03-22-10-403-120
LOT 13	151-03-22-10-403-130
LOT 14	151-03-22-10-403-140
LOT 15	151-03-22-10-403-150
LOT 16	151-03-22-10-403-160
LOT 17	151-03-22-10-403-170
LOT 18	151-03-22-10-403-180
LOT 19	151-03-22-10-403-190
LOT 20	151-03-22-10-403-200
LOT 21	151-03-22-10-403-210
LOT 22	151-03-22-10-403-220
LOT 23	151-03-22-10-403-230
LOT 24	151-03-22-10-403-240
LOT 25	151-03-22-10-403-250
LOT 26	151-03-22-10-403-260
LOT 27	151-03-22-10-403-270
LOT 28	151-03-22-10-403-280
LOT 29	151-03-22-10-403-290
LOT 30	151-03-22-10-403-300
LOT 31	151-03-22-10-403-310
LOT 32	151-03-22-10-403-320
LOT 33	151-03-22-10-403-330
LOT 34	151-03-22-10-403-340
LOT 35	151-03-22-10-403-350
LOT 36	151-03-22-10-403-360
LOT 37	151-03-22-10-403-370
LOT 38	151-03-22-10-403-380

**RESTRICTIVE COVENANTS
FOR
OAK HILL SUBDIVISION**

This declaration of conditions, covenants, restrictions and easements regarding Oak Hill Subdivision, in the Village of Mt. Pleasant, 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 Village of Mt. Pleasant, Racine County, Wisconsin, described in Exhibit A attached to this declaration, which lands have been platted as Oak Hill 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 Oak Hill 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, at which time, said Conditions, Covenants, Restrictions and easements shall be automatically extended for successive periods of ten (10) years unless the record owners of three-fourths (3/4) or more of the lots in the Subdivision shall:

A. Execute a written document modifying, amending or rescinding these conditions, covenants, restrictions and easements or any one or more of them in whole or in part; and

B. Record such document in the office of the Register of Deeds of Racine County, Wisconsin.

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 Village is applied for. 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. Purchaser shall submit two copies of the building plan, exterior color selections and two copies of the survey for approval. Upon approval, the

Architectural Control Committee will return one set of the building plans and one copy of the survey to purchaser. The Architectural Control Committee will retain one set of the building plans and one copy of the survey in the sale file for the individual lot.

C. The current address of the Architectural Control Committee is:

c/o	Newport Development		Korndoerfer Development
	1020 West Blvd.	-or-	6211 Durand Ave., Ste. 202
	Racine, WI 53405		Racine, WI 53406

The location of the Architectural Control Committee may change from the location stated above. It is the responsibility of the lot owner, or their builder, to determine the current location of the Architectural Control Committee. Failure to submit building plans, site survey and/or landscaping plans due to owner's or builder's inability to locate the Architectural Control Committee does not automatically constitute an acceptance of said building plans, site survey and/or landscaping plans.

D. The Architectural Control Committee may designate a representative to act for it. The current representatives for the Architectural Control Committee are Raymond C. Leffler and Wolf E. Korndoerfer or Carl W. Korndoerfer. The signature of two members of the Architectural Control Committee shall be required. 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 Village of Mt. Pleasant. A committee formed under this section shall consist of a minimum of three lot owners. 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 or 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. The face

of every outside wall of any residence shall be constructed of brick, stone or other masonry material approved by the Architectural Control Committee. All residences shall have roofs constructed of dimensional asphalt or dimensional fiberglass shingles, tile, slate 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)	1500 total sq. ft.
2 Story (for example: Traditional)	1800 total sq. ft.
1-1/2 Story (for example: Cape Cod)	1700 total sq. ft.

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.

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 prior to changing.

6. 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 six (6) months after commencement of construction. Adequate surface drainage shall be installed and the approved landscape plan shall be completed within six months after an occupancy permit has been issued for the home. If weather conditions prohibit the completion of the landscaping within six (6) months after an occupancy permit is issued for the home, the Architectural Control Committee may, at their sole option, extend the deadline for completion.

7. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located within the building pad area designated for each 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 Village of Mt.

Pleasant 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 twenty-five (25) 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 twenty-five (25) feet. The side yard set backs shall be twelve (12) feet on the garage side and eight (8) feet on the residence side. Side load garages shall require a minimum of a twenty (20) foot side yard setback for the garage side. For homes with side load garages, the minimum side yard setback for the garage side shall be twenty (20) feet.

NOTE: Lots 8 thru 14 and 23 thru 28 shall have minimum/maximum front yard setbacks of twenty-five (25) feet to fifty (50) feet to preclude the need for variances from Section 2.4-2 (4) of the Zoning Ordinance (front yard alignment), however, this minimum/maximum front yard setback requirement does not supercede compliance with Section 2.4-2 (4) of the Zoning Ordinance. Front yard averaging and all other applicable R75 zoning regulations will apply.

NOTE: Lots 1, 2, 3, 17, 18, 33, 36, 37 and 38 shall have a minimum fifty (50) foot setback from 90th Street and shall have a designated building envelope, as shown on the final plat, to preclude the need for variances from the Village Zoning Ordinance. Buyer acknowledges this restriction will reduce building envelope size.

NOTE: Lots 18 thru 23 shall have a minimum fifteen (15) foot setback from the existing Sanitary Sewer Easement running along the front of the lots as shown on the final plat. Purchasers of these lots acknowledge that the front yard setbacks for these lots may be in excess of the twenty-five foot minimum front yard setback as outlined in the paragraph above and as stated in Village of Mt. Pleasant Ordinance Section 2.4-2 (4). Depending upon the construction dates for individual lots, these front yard setbacks may vary and front yard setback averaging will be utilized. Purchasers of these lots are urged to check with the developer for the front yard setback requirement for the individual lots as the Village of Mt. Pleasant is not obligated to grant variances for front yard setbacks for these lots.

8. 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. No construction of any apron for the purpose of storing any vehicle shall be permitted. 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. Detached garages are prohibited in the subdivision. All parking within the subdivision must be on hard surfaced area. Parking on grassy areas within individual lots or outlots is prohibited.

9. 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 eighteen inches (18") in diameter and shall not be visible from any roadway within the Subdivision.

10. HEDGES AND FENCES

A. Hedges, berms and fences and walls shall be permitted only 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 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 walls are subject to approval by the Architectural Control Committee. ***Galvanized chain link fencing is specifically prohibited.***

F. Fencing in of any easement area(s) is prohibited. ***The Architectural Control Committee will not grant tree clearing privileges solely for the purpose of erecting a fence.***

11. PETS

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

any lot for the purpose of housing or restraining any animal or pet, except if such building or enclosure have a concrete paved floor and be physically attached to the residence as a part thereof. The location, design and construction of any such enclosure shall be approved by the Architectural Control Committee and must match the residence.

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 Village of Mt. Pleasant. 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.

As shown on the final plat, Oak Hill Subdivision contains several designated wetland areas. These lands lying within any designated Preservation Easement (secondary environmental corridor, wetland, or floodplains) shall be preserved and protected by prohibiting the following: Grading, filling, tiling, draining, excavating, and dredging; erecting any structures; removing or destroying any native vegetation, except for diseased, non-indigenous species or noxious weeds (as defined by local ordinances); introducing plants not native or indigenous to the natural environment; creating a mown landscape, gardening, cultivating, or deposited yard waste of any type; and grazing of domesticated animals, where applicable.

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.

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 prohibited. 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 Village of Mt. Pleasant. No portion of a swimming pool 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 and hot tubs are permitted provided they comply with any restrictions or ordinances required by the Village of Mt. Pleasant.

16. TREE AND BRUSH REMOVAL

Clear cutting of trees on individual lots, or within outlot areas, is specifically prohibited. The Developer acknowledges some trees may need to be removed subject to placement of individual homes and driveways. All tree removal shall specifically be subject to Architectural Control Committee approval. Failure to obtain Architectural Approval for clearing of trees will result in a fine being levied by the Homeowner's Association against the individual lot owner. The severity of the fine will be directly proportionate to the severity of tree cutting that has occurred without obtaining the necessary approvals.

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 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.

Lands lying within any designated Preservation Easement (secondary environmental corridor, wetland, or floodplains as shown on the final plat) shall be preserved and protected by prohibiting the following: Grading, filling, tiling, draining, excavating, and dredging; erecting any structures; removing or destroying any native vegetation, except for diseased, non-indigenous species or noxious weeds (as defined by local ordinances); introducing plants not native or indigenous to the natural environment; creating a mown landscape, gardening, cultivating, or deposited yard waste of any type; and grazing of domesticated animals, where

applicable.

The Architectural Control Committee will not grant tree clearing privileges solely for the purpose of erecting a fence

LOTS 27 THRU 33 AND 36 THRU 38: The construction of any buildings within the designated secondary environmental corridor (SEC) is generally prohibited, except for a designated building envelope as set forth on the individual plats of survey for each parcel. The building envelope is defined as the footprint of the proposed residence plus a reasonable, clear-cut distance around the building, but not to exceed 25 feet around the perimeter of the dwelling. **This paragraph shall run with the land and may not be altered without the prior approval of the Village of Mt. Pleasant and must comply with all applicable zoning regulations including Section 2.4 - 2 (4).**

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 vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, all-terrain vehicle or motorcycle, or towing trailers, 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. No overnight outside storage of any vehicle used for a trade will be permitted (i.e. no contractor vehicles of any kind which display any type of signage including company name and/or phone numbers). All parking within the subdivision must be on hard surfaced area. Parking on grassy areas within individual lots or outlots is prohibited.

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 and construction of each such accessory building must match the design, construction and material of the principal structure on the lot. The location of any accessory or utility building must be approved in writing by the Architectural Control Committee prior to any construction.

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. COACH LAMPS/MAILBOXES

With the exception of Lots 34 and 35, each lot owner shall install a column mounted, sensor controlled, electric coach lamp at such time as a home is constructed on the lot. Coach lamps installed under this section shall be located within ten feet (10') of the road right-of-way. Nothing in this section shall be construed to prevent the installation of more than one light fixture. In addition, a mailbox which matches the style of the coach lamp shall be installed on each individual lot. The coach lamps and mailboxes shall be purchased from the Developer at the time of closing in an amount to be disclosed on the Offer to Purchase and will be charged to the buyer at the time of closing. The location of each light and mailbox installed under this section shall be approved by the Architectural Control Committee.

24. 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 Village of Mt. Pleasant ordinances regarding weed control.

25. SITE MODIFICATION

Portions of the Subdivision are located within wetlands 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.

26. EASEMENTS, PRESERVATION EASEMENTS, WETLAND & FLOODPLAIN AREAS

Easements have been reserved for various public and semi-public purposes on the recorded plat as well as within separate recorded easement documents. Use of the easement areas is defined within the recorded documents and may further be defined by applicable local ordinances. Prior to construction of improvements, or disturbance of any easement area, each lot owner should carefully review all recorded easements and contact the Village for any ordinances. (See Section 11(f) regarding fencing of easement areas.)

Lands lying within any designated Preservation Easement (secondary environmental corridor, wetland, or floodplains) shall be preserved and protected by prohibiting the following: Grading, filling, tiling, draining, excavating, and dredging; erecting any structures; removing or destroying any native vegetation, except for diseased, non-indigenous species or noxious weeds (as defined by local ordinances); introducing plants not native or indigenous to the natural environment; creating a mown landscape, gardening, cultivating, or deposited yard waste of any type; and grazing of domesticated animals, where applicable.

Wetland areas located within the Outlot areas must maintain a twenty-five (25) foot "no-disturbance" zone as shown on the final plat, except for Lots 36 and 37 which must maintain a five (5) foot "no disturbance" zone as shown on the final plat.

Portions of Lots 36 and 37 of Oak Hill Subdivision contain land located within the Federal Emergency Management Agency (FEMA) regulated Pike River Floodplain, as designated on the final plat. The building envelope for these lots lies outside of the floodplain line, however, purchasers of these lots are advised that the financing and insurance requirements on these residences may be adversely impacted by this designation and the purchaser may be required to obtain the necessary flood insurance coverage.

These preservation easement, wetland and floodplain restrictions are intended to run with the land for perpetuity and may not be altered or removed without prior review and written approval by the Village of Mt. Pleasant.

27. 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 of 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 shall have no interest in the Subdivision, any modification under this section must be approved in writing by the Developer.

PARAGRAPHS 27, 30, 31, 32, 35 and 36 MAY NOT BE MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL OF BOTH RACINE COUNTY AND THE VILLAGE OF MT. PLEASANT.

PARAGRAPH 34 MAY NOT BE MODIFIED WITHOUT THE WRITTEN APPROVAL

OF THE DEVELOPER.**28. 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.

29. CUL-DE-SAC, ENTRY MEDIAN AND OUTLOT MAINTENANCE

Landscape Islands and Entry Median: Landscape islands are located within the cul-de-sacs, and an entry median is located at the entrance of the subdivision, both of which are part of the road right of way which has been dedicated to the Village of Mt. Pleasant. While the lot owners in the Subdivision shall have no ownership interest in the landscape island and entry median, the plantings located on the landscape islands and entry median shall be maintained in perpetuity by and at the expense of the association. Any change to the landscape islands or entry median shall be approved by the association.

Outlots: The subdivision also contains several outlot areas as well as a walking trail for the use of the residents. The maintenance of these areas shall be the responsibility of the association in perpetuity. Lot owners are advised to view the recorded plat for the subdivision for locations of wetland areas located within the Outlot(s). These areas shall be maintained in perpetuity by the association as required by the Village of Mt. Pleasant, Racine County, Wisconsin Dept. of Natural Resources, and/or the Army Corps. Of Engineers.

The developer and all subsequent owners shall transfer to any subsequent purchaser of any buildable lot within the subdivision an undivided one-thirty-eighth (1/38th) interest in Outlots 1 and 2.

The developer and all subsequent owners warrant and represent that said outlots for assessment purposes will have no value per se, and the 1/38th interest in said outlots would be assessed with each of the buildable lots.

In the event said outlots are not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/38th per buildable lot, of the taxes due on said outlots. In the event that these taxes are not paid, Racine County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due.

Detention Ponds: The subdivision contains one or more detention ponds for stormwater management purposes. These ponds may be considered "wet" or "dry" ponds and are located in the Outlot areas of the subdivision. Maintenance of these ponds shall be the responsibility of the Association in perpetuity.

The association is responsible for the maintenance and long term monitoring and upkeep of the retention/detention ponds located in Outlots.

The association shall maintain the ponds detention and sediment storage volumes per the Village approved plans as designed by Nielsen-Madsen & Barber, S.C. As built surveys of the ponds shall be performed from time-to-time, but not less than once every ten years, to verify the pond's storage volumes.

The Village has the right to inspect all ponds within the outlots. In the event the association should cease to exist or should fail to fulfill its obligations to maintain the ponds, the Village of Mt. Pleasant may, but is not obligated to, cause such maintenance to be performed and levy the costs thereof against all the properties within the subdivision.

Outlot and Landscape Easement Maintenance. In the event the Homeowner's Association should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay the real estate taxes assessed against its properties within the subdivision, the Village of Mt. Pleasant may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the subdivision under the provisions of Section 66.60(16) of the Wisconsin Statutes. Similarly, any real estate taxes remaining unpaid, together with any penalties and interest thereon, may be collected by the Village of Mt. Pleasant as a special assessment against all of the properties in the subdivision which border the properties, or the Village of Mt. Pleasant may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purpose.

Entry Monument: At the discretion of the developer, an entry monument may be erected at the entrance of the subdivision, which, if installed, shall be located within Outlot 1 or Outlot 2, but shall be outside of any road right-of-way. Upon completion of the installation of any entry monument, the association shall maintain said monument in perpetuity including the care of any landscaping around said monument and the maintenance and repair of any entry signage.

THE RESTRICTIONS SET FORTH IN THIS SECTION MAY NOT BE MODIFIED OR REMOVED WITHOUT THE PRIOR WRITTEN APPROVAL OF BOTH THE VILLAGE OF MT. PLEASANT VILLAGE BOARD AND RACINE COUNTY.

30. HOMEOWNER'S ASSOCIATION

Riversview Development LLC has formed a Homeowner's Association for the lot owners in the Subdivision. The purpose of the Association is to protect and maintain those areas within the development which are designated as Conservation Outlot(s), including obtaining the necessary Bonds, landscape islands, median plantings and entry monument(s), if any, and, if necessary, to maintain other easement areas as designated by the final plat. The Association shall also have the responsibility of enforcing compliance with these Restrictive Covenants.

The initial Board of Directors shall consist of:

Raymond C. Leffler	Director
Wolf E. Kornoderfer	Director
To Be Named	Director

The Association shall be managed by the Board of Directors until such time as the Association is turned over to the lot owners according to the By-Laws for the Association, a copy of which each individual lot owner has received a copy of. The Association will be governed by the By-Laws as established according to the laws of the State of Wisconsin.

At the time of initial purchase from the developer, each purchaser shall be charged a start-up fee of \$100.00 to fund the initial Association. This fee shall only be applicable on the initial sale from the developer and shall not apply to any re-sale of lots.

An initial annual association fee for each lot in the subdivision has been established at \$150.00. The annual association fee shall cover those items outlined in Paragraph 30 above, Paragraph 32 below, as well as liability insurance for Outlots 1 and 2 and any other item deemed appropriate by the association for the benefit of the individual lot owners. The annual association fee shall cover the time period of January 1 to December 31 of any given year. At the time of closing on individual lots, the annual association fee shall be prorated on the closing statement and collected at closing.

31. WALKING TRAILS

Located within the boundaries of the subdivision is a wood chip walking trail (five feet in width) constructed by the developer for the use and enjoyment of the residents of the subdivision. Maintenance of the walking trail shall be the responsibility of the Homeowner's Association in perpetuity. The walking trail is designated on the final plat, however, the actual location of the walking trail may vary from that shown on the final plat to protect the natural characteristics of the land.

Residents, guests and invitees are encouraged to utilize the walking trail and to observe the following requirements: 1) no motorized vehicles of any kind are allowed on the walking trail or within the outlot areas; 2) residents walking their dogs on the walking trail are required to clean up after their pets. Failure to clean up after their pets may result in the Association prohibiting pets on the walking trail; and 3) stay on the trail system and do not encroach into your neighbor's yards.

32. 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.

33. 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 Korndoerfer Development. No other builder or individual shall be allowed to build within the boundaries of the subdivision.

34. 90TH STREET

Developer hereby notifies all purchasers that 90th Street, the main entry to the subdivision, is designed and engineered to be an eighty (80) foot wide collector street (four lanes). At the time of development, 90th Street will be constructed as a forty-eight (48) foot wide street with the necessary road right-of-way reservations dedicated to the Village of Mt. Pleasant.

35. RESTRICTED/PROHIBITED VEHICULAR ACCESS

The following lots shall have restricted or prohibited vehicular access:

Lots 31, 32, 33 and 38 are prohibited direct vehicular access to County Trunk Highway C.

Lots 3, 17, 18 and 33 are prohibited direct vehicular access to 90th Street.

Lots 3 and 17 shall be prohibited direct vehicular access to Red Deer Circle within thirty (30) feet of the 90th Street right of way.

Lots 18 and 33 shall be prohibited direct vehicular access to Shady Oak Trail within thirty (30) feet of the 90th Street right of way.

Lot 6 shall have no vehicular access along the south property line abutting 89th Street/ Hammes Drive.

36. CONSERVATION EASEMENT

Developer hereby discloses to each and every purchaser of a lot within Oak Hill Subdivision the existence of a Grant of Conservation Easement and Covenants entered into between Riversview Development, LLC (developer) and the Wisconsin Department of Natural Resources. This Grant of Conservation Easement is to protect, maintain and improve the mitigated wetland areas located within Outlot 1 of the subdivision as outlined in the Grant, a copy of which is attached hereto as Exhibit B to these Restrictive Covenants. Acceptance of title to a lot within the subdivision indicates buyer's acknowledgment of the existence of the Grant and agreement to abide by the terms contained within.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 2nd day of February, 2004.

Riversview Development L.L.C. - Developer

Raymond C. Leffler
Raymond C. Leffler Member

Wolfgang E. Korndoerfer
Wolfgang E. Korndoerfer Member

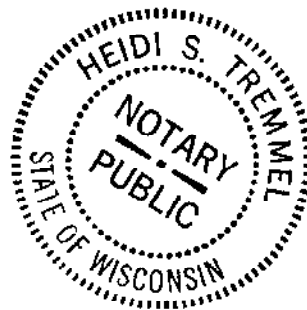
Carl W. Korndoerfer
Carl W. Korndoerfer Member

John R. Korndoerfer
John R. Korndoerfer Member

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 2nd day of February, 2004, the above named Raymond C. Leffler, Wolfgang E. Korndoerfer, Carl W. Korndoerfer and John R. Korndoerfer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Heidi S. Tremmel
*Heidi S. Tremmel
Notary Public - State of Wisconsin
My Commission expires: 4/2/06



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

GRANT OF CONSERVATION EASEMENT AND COVENANTS

This GRANT OF CONSERVATION EASEMENT and these COVENANTS are made by RIVERSVIEW DEVELOPMENT, LLC, of Racine, Wisconsin, (hereinafter referred to as the "Grantor") to WISCONSIN DEPARTMENT OF NATURAL RESOURCES, (hereinafter referred to as "Grantee").

WITNESS THAT:

WHEREAS, the Grantor is the owner in fee of certain real property located in the County of Racine, in the State of Wisconsin, described more particularly in Exhibit A which is attached hereto and incorporated by reference herein (the "Conservancy Area"); and,

WHEREAS, the Grantor has been granted a Federal Wetland WQC Permit (Permit 3-SE-2002-52-0119RP) by the State Of Wisconsin - Department Of Natural Resources, which permit is conditioned upon the Grantor recording a conservation easement which protects in perpetuity the wetland compensatory mitigation site and surrounding upland buffer areas within the Conservancy Area; and,

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the Conservancy Area be maintained and improved in accordance with the terms and conditions of this Easement and these Covenants; and,

WHEREAS, the Grantor and Grantee both desire, intend and have the common purpose of conserving and preserving in perpetuity the Conservancy Area in a relatively natural condition by placing restrictions on the use of the Conservancy Area and by transferring from the Grantor to the Grantee, by the creation of a conservation easement on, over and across the Conservancy Area, affirmative rights to ensure the preservation of the natural elements and values of the Conservancy Area; and

WHEREAS, the Grantor has received valuable consideration for the granting of this Easement and the making of these Covenants.

NOW THEREFORE, the Grantor, for valuable consideration received, does hereby give, grant, bargain and convey to the Grantee, its successors and assigns, forever, a Conservation Easement in perpetuity over the Conservancy Area consisting of the following:

- a. The right of the Grantee to enforce by proceedings at law or in equity the Covenants hereinafter set forth. The right shall include but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Easement or these Covenants, to require the restoration of this

property to its natural condition or to enjoin non-compliance by appropriate injunctive relief. The Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with terms of this Easement and these Covenants by any prior failure to act. Nothing herein shall be construed to entitle the Grantee to institute any enforcement action against the Grantor for any changes to the Conservancy Area due to causes beyond the Grantor's control and without the Grantor's fault or negligence (such as changes caused by fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties).

- b. The right of the Grantee, its contractors, agents and invitees, to enter the Conservancy Area, in a reasonable manner and at reasonable times, for the purpose of inspecting the Conservancy Area to determine if the Grantor is complying with the Covenants and the purposes of this grant, and further to observe, study, record and make scientific studies and educational observations.
- c. The right to install, operate and maintain water control structures for the purpose of protecting, re-establishing and enhancing wetlands and their functional values. This includes the right to transport construction materials to and from the site of any existing or proposed water control structure.
- d. The right to establish or re-establish vegetation through seedings or plantings.
- e. The right to manipulate vegetation, topography and hydrology on the Conservancy Area through diking, pumping, water management, excavating, burning, cutting, pesticide application and other suitable methods for the purpose of protecting and enhancing wetlands and wetland vegetation.

AND IN FURTHERANCE of the foregoing affirmative rights, the Grantor makes the following covenants on behalf of itself and its successors and assigns, which covenants shall run with and bind the Conservancy Area in perpetuity:

COVENANTS:

- a. **USES:** There shall be no commercial or industrial activity undertaken or allowed.
- b. **BUILDINGS AND STRUCTURES:** There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures not related to conservation of wetland-based recreation or education purposes built or placed in the Conservancy Area.

- c. **LAND DISTURBANCE:** There shall be no dredging, filling, excavating, mining, logging, drilling, or removal of any topsoil, sand, gravel, rock, minerals, or other materials within the Conservancy Area except in conjunction with authorized management activities.
- d. **DUMPING/DISPOSAL:** There shall be no dumping of trash, plant materials or compost, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic waste.
- e. **WATER:** The hydrology of the Conservancy Area will not be altered in any way or by any means including pumping, draining, diking, impounding, or diverting surface or ground water into or out of the Conservancy Area.
- f. **AGRICULTURAL USES:** All agricultural uses are prohibited (e.g., plowing, tilling, haying, cultivating, planting or other agricultural activities). This does not include native seed production activities, mowing, planting, or herbicide use conducted for the purpose of enhancing the ecological functions and values of the Conservancy Area. The Grantor may not stock animals or allow the grazing of animals on the Conservancy area without prior written permission of the Grantee.
- g. **NOXIOUS WEEDS:** The Grantor is responsible for compliance with all federal, state and local laws governing the control of noxious weeds within the Conservancy Area.
- h. **MOTORIZED VEHICLE USE:** There shall be no operation of any motorized vehicles or equipment within the Conservancy Area except in conjunction with the authorized management activities.

RESERVED RIGHTS

This easement does not authorize entry upon or use of the Conservancy Area by the general public.

The Grantor and its invitees may hunt and fish in the Conservancy Area so long as they comply with all federal, state and local game and fishery regulations.

Nothing herein shall be construed as limiting the right of the Grantor to sell, give or otherwise convey the Conservancy Area, or any portion or portions thereof, provided that the conveyance is subject to the terms of this Easement and these Covenants.

GENERAL PROVISIONS

This Conservation Easement and these Covenants shall run with and burden the Conservancy Area in perpetuity and shall bind the Grantor and its successors and assigns. This Easement and these Covenants are fully valid and enforceable by any assignee of the Grantee, whether assigned in whole or in part.

The Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Conservancy Area.

The Grantor agrees that the terms, conditions, covenants and restrictions set forth in this instrument will be inserted in any subsequent conveyance of any interest in said property. The Grantor agrees to notify the Grantee of any such conveyance in writing and by certified mail within 30 days before the conveyance.

The Grantee may assign or transfer this Conservation Easement and the rights and Covenants contained herein to any Federal or state agency or private conservation organization for management and enforcement.

The terms "Grantors" and "Grantee" as used herein shall be deemed to include, respectively, the Grantor and its successors and assigns, and the Grantee and its successors and assigns.

The Grantor hereby warrants and represents that the Grantor is seized of the Conservancy Area in fee simple and has good right to grant and convey this Conservation Easement and make these Covenants, that the Conservancy Area is free of all encumbrances, except as hereinafter set forth.

IN WITNESS THEREOF, the Grantors have hereunto set their hand and seal this 21st day of July, 2003.

RIVERSVIEW DEVELOPMENT, LLC

By: Raymond C. Leffler
Raymond C. Leffler Member

By: Wolfgang E. Korndoerfer
Wolfgang E. Korndoerfer Member

0000279

STATE OF WISCONSIN)
)
RACINE COUNTY) SS.

Personally appeared before me this 21st day of July, 2003, the above named Raymond C. Leffler and Wolfgang E. Korndoerfer to me known to be the persons and members who executed the foregoing instrument and acknowledged the same as an act of the Company.

Heidi S. Tremmel
* Heidi S. Tremmel
Notary Public, State of Wisconsin
My Commission (expires) (is) 4-2-06



Accepted this _____ day of _____, 2003.

GRANTEE:

State Of Wisconsin - Department Of Natural Resources

By: _____
Title

STATE OF WISCONSIN)
)
COUNTY OF _____) SS.

Personally appeared before me this _____ day of July, 2003, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

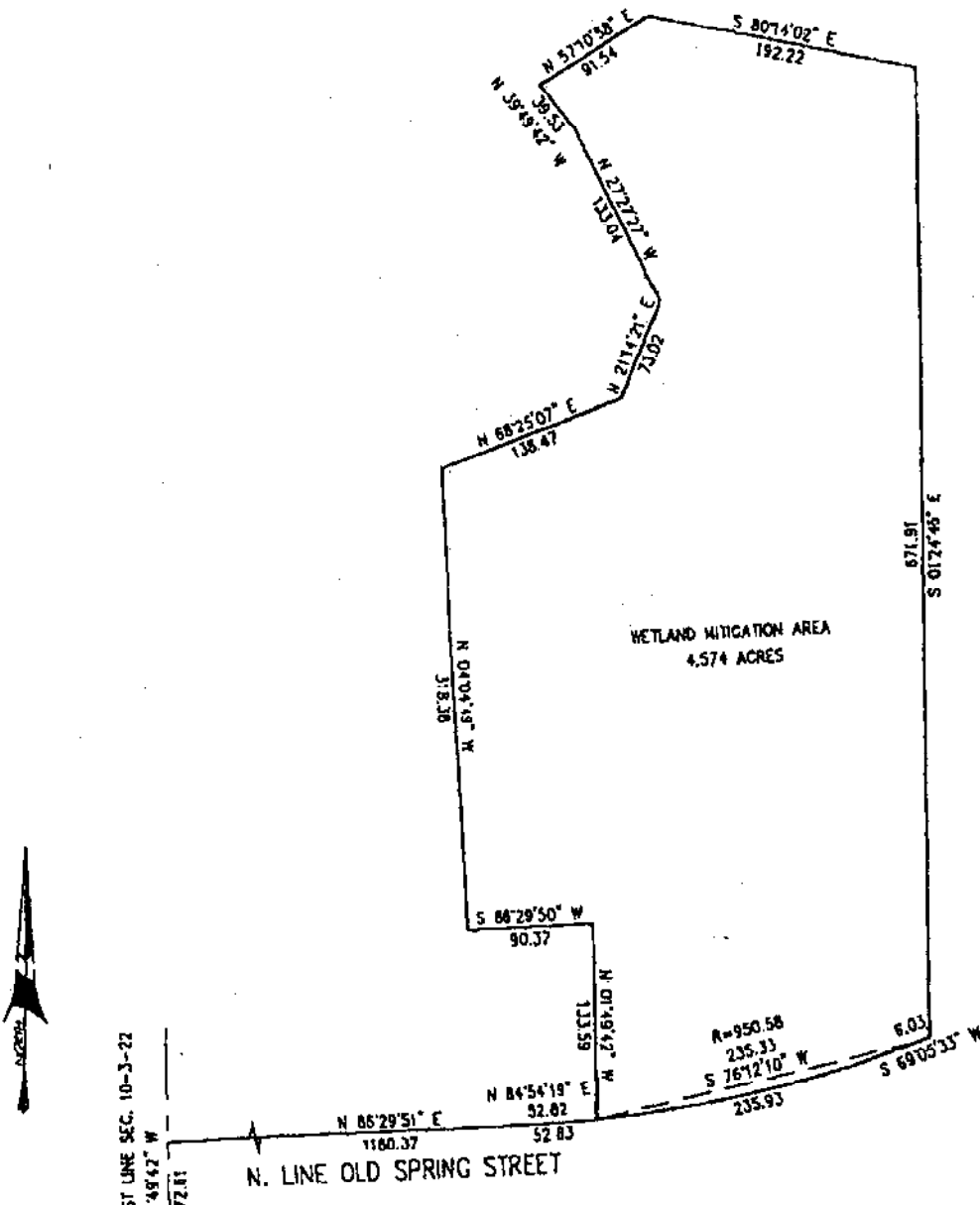
*

Notary Public, State of Wisconsin
My Commission (expires) (is) _____

This easement was drafted by: Attorney John U. Schneider

DRAWING AND DESCRIPTION OF THE PROPOSED WETLAND MITIGATION AREA FOR OAK HILL

That part of the Northwest 1/4 of Section 10, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows; Commence at a point on the West line of said Section 10 located N01°49'42"W 72.61 feet from the West 1/4 corner of said section; thence N86°29'51"E 1180.37 feet along the North line of Old Spring Street to the point of curvature of a curve of Southerly convexity, whose radius is 950.58 feet and whose chord bears N84°54'19"E 52.82 feet, thence Easterly 52.83 feet along the arc of said curve and North line of Old Spring Street to the point of beginning of this description; run thence N01°49'42"W 133.59 feet; thence S86°29'50"W 90.58 feet; thence N04°04'49"W 318.38 feet; thence N68°25'07"E 138.47 feet; thence N21°14'21"E 73.02 feet; thence N27°27'27"W 133.04 feet; thence N39°49'42"W 39.53 feet; thence N57°10'58"E 91.54 feet; thence S80°14'02"E 192.22 feet; thence S01°24'45"E 671.91 feet to the North line of Old Spring Street; thence S69°05'33"W 6.03 feet along said North line to the point of curvature of a curve of Southeasterly convexity, whose radius is 950.58 feet and whose chord bears S76°12'10"W 235.33 feet; thence Southwesterly 235.93 feet along the arc of said curve and North line of said street to the point of beginning. Containing 4.574 acres.



WEST 1/4 CORNER
SEC. 10-3-22

WEST LINE SEC. 10-3-22
N 01°49'42" W
72.61

N. LINE OLD SPRING STREET

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE
ALL ELEVATIONS REFER TO NATIONAL
GEODETTIC DATUM OF 1929.

DRAWN 2-19-03 BY JER
SCALE 1" = 100'
JOB NO. 2002.2428
SHEET 1 OF 1 SHEETS

NM & R Nielsen Madsen & Barber, S.C.
1339 Washington Avenue Racine, Wisconsin 53403
Phone (262) 634-5588
Facsimile (262) 634-5574

0000281



Capitol INDEMNITY CORPORATION

4610 University Ave., P.O. Box 5900 Madison, WI 53705-0900
Phone: (608) 231-4450

PERFORMANCE BOND

Bond Number C 901634

Know all by these presents: That Riversview Development LLC as principal, hereinafter called Contractor, and Capitol Indemnity Corporation as Surety, are held and firmly bound unto State of Wisconsin, Dept of Natural Resources as Owner, in the amount of nine thousand six hundred Dollars (\$ 9,600.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated December 12, 2002 entered into a contract with Owner for seeding and planting in accordance with drawings and specifications prepared by Applied Ecological Services Inc. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein of the heirs, executors, administrators or successors of the Owner.

Signed and sealed July 2, 2003

Witness [Signature] Riversview Development LLC (SEAL)
Principal

CAPITOL INDEMNITY CORPORATION
a Wisconsin Corporation, (Surety)

Witness [Signature] Kenneth G. Killberg Jr. (SEAL)
Attorney-in-Fact



0000282 *Capitol* INDEMNITY CORPORATION

4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900
PLEASE ADDRESS REPLY TO P.O. BOX 5900, MADISON, WI 53705-0900
PHONE (608) 231-4450 • FAX (608) 231-2029

POWER OF ATTORNEY

No: 657750

Know all men by these Presents, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

RAYMOND G. ANTONNEAU, LYNN C. TORNER, KENNETH C. KILBING, JR.
DANIEL G. ANTONNEAU OR PAMELA S. JOHNSTON

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of
NOT TO EXCEED \$1,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May 2002:

RESOLVED, that the President and Executive Vice-President, the Secretary or Treasurer, and any individual or other person hereafter appointed the power and authorization to appoint by a Power of Attorney for the purposes hereof any and all bonds, undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and accountants, in fact, each appointed to have and exercise usual to such offices in the business of the company, the signature of such officers and each of the Company may be affixed to any such power of attorney or to any certificate relating thereto, by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seals shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and seals shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the future thereof to which this attached. Any such appointment may be revoked for cause, or without cause, by any of said officers, at any time.


IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Treasurer, this 15th day of May, 2002.

Attest
Thomas G. Manion
Thomas G. Manion, Treasurer

David F. Raulo
David F. Raulo, Secretary

STATE OF WISCONSIN }
COUNTY OF DANE }

On the 15th day of May, A.D. 2002 before me personally came David F. Raulo, to me known, who being by me duly sworn, did depose and say that he resides in the County of Dane, State of Wisconsin, that he is the Secretary of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }
COUNTY OF DANE }

Jane F. Endres
Jane F. Endres
Notary Public, Dane Co., WI
My Commission Expires 3-23-2003

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed this 2ND Day of JULY, 2002.


James W. Smith
James W. Smith, Assistant Secretary

This power is valid only if the power of attorney number printed in the upper right hand corner appears in red. Photocopies, carbon copies or other reproductions are not binding on the company. Inquiries concerning this power of attorney may be directed to the Bond Manager at the Home Office of the Capitol Indemnity Corporation.

0000283



Capitol INDEMNITY CORPORATION

4610 University Ave., P.O. Box 5900 Madison, WI 53705-0900
Phone: (608) 231-4450

MAINTENANCE BOND

That RIVERSVIEW DEVELOPMENT LLC as Principal, (Principal), and Capitol Indemnity Corporation, with its Home Office in the City of Madison, Wisconsin, as Surety, (Surety), are held and firmly bound unto STATE OF WISCONSIN DEPT. OF NATURAL RESOURCES as Obligee, (hereinafter called Obligee), for the use and benefit of claimants as hereinafter provided in the amount of SIXTEEN THOUSAND FIVE HUNDRED----- Dollars (\$ 16,500.00---); for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Obligee issued Federal Wetland WQC Permit 3-SE-2002-52-0119RP to the Principal on December 12, 2002, for the mitigation and maintenance of wetlands and surrounding buffer area in accordance with the plans and specifications prepared by Applied Ecological Services, Inc, and

WHEREAS, said permit provides that the Principal will furnish a bond to guarantee for five years, the monitoring and maintenance of the wetland mitigation and buffer area, and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective workmanship which becomes apparent during the period of 5 year(s) from and after 10-31-03, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety may cancel this bond at any time by filing with the obligee thirty (30) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the thirty day period.

Signed and sealed 7-2-03

In the presence of:

[Signature]
Witness

RIVERSVIEW DEVELOPMENT LLC
[Signature] (Seal)
(Principal)

[Signature]
Witness

By: [Signature] (Seal)
CAPITOL INDEMNITY CORPORATION
(Attorney-in-Fact)



0000281

Capitol INDEMNITY CORPORATION

4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900
PLEASE ADDRESS REPLY TO P.O. BOX 5900, MADISON, WI 53705-0900
PHONE (608) 231-4450 • FAX (608) 231-2029

POWER OF ATTORNEY

No: 657751

Know all men by these Presents, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

RAYMOND G. ANTONNEAU, LYNN C. TORNER, KENNETH G. KILBERG, JR.

DANIEL G. ANTONNEAU OR PAMELA S. JOHNSTON

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

NOT TO EXCEED \$1,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May 2002:

"RESOLVED, that the President, and Executive Vice-President, the Secretary or Treasurers acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorneys-in-fact, each appointed to have the powers and duties usual to such offices in the business of this company, the signature of such officers and seal of the Corporation may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation, and any such power or certificate and certificate by facsimile signature and facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Treasurer, this 15th day of May, 2002.

CAPITOL INDEMNITY CORPORATION

Attest:

Thomas K. Marfoe

Thomas K. Marfoe, Treasurer



David F. Rauly

David F. Rauly, Secretary

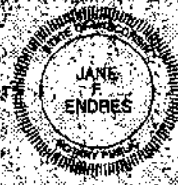
STATE OF WISCONSIN }

COUNTY OF DANE }

On the 15th day of May, A.D., 2002 before me personally came David F. Rauly, to me known, who being by me duly sworn, did depose and say, that he resides in the County of Dane, State of Wisconsin, that he is the Secretary of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

STATE OF WISCONSIN }

COUNTY OF DANE }



Jane F. Endres

Jane F. Endres
Notary Public, Dane Co., WI
My Commission Expires 3-29-2003

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed this 2ND Day of JULY 2003



James W. Smith

James W. Smith, Assistant Secretary

This power is valid only if the power of attorney number printed in the upper right hand corner appears in the Photocopies, carbon copies or other reproductions are not binding on the Corporation. Inquiries concerning this power of attorney may be directed to the Bond Manager at the Home Office of the Capitol Indemnity Corporation.