

1270684

Register's Office  
Racine County, Wis.  
Received for Record 18th day of  
November AD 1939 at 1:31  
o'clock P. M. and recorded in Volume 1939  
at Record on page 634

RESTRICTIVE COVENANTS  
RAVINE BAY ESTATES SUBDIVISION

12- *Helmut M. Schuttens*  
Register of Deeds

WHEREAS, Seymour Hornik is the record title owner of all lots located in the Ravine Bay Estates Subdivision, a subdivision located in the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin; and

WHEREAS the said record title owner desires to impose restrictive covenants upon all subdivision lots for the purpose of insuring a coordinated, harmonious and orderly development of said subdivision;

NOW, THEREFORE, the following restrictive covenants are hereby imposed upon all lots located within said subdivision, which covenants shall run with the land and shall be binding upon the present owners of said subdivision lots, their heirs, successors and assigns, and all persons claiming under them, for a period of twenty (20) years from date hereof, to-wit:

1. Only single family residential dwellings shall be built within the subdivision.
2. All garages constructed within the subdivision shall be fully attached to a residential dwelling and shall not exceed three (3) car capacity.
3. No dwellings shall exceed two (2) stories in height above the grade of adjacent land.

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4. All residential dwellings shall have the following minimum living area, exclusive of garage and porch facilities, to-wit:

- A. One (1) floor home - 1450 square feet.
- B. One (1) and one-half (1/2) story home - 1750 square feet.
- C. Two (2) story or split level home - 1850 square feet.

5. No basement, trailer, garage or any temporary structure shall be used as a temporary or permanent residence; nor shall any house be moved upon the subdivision lots.

6. Construction of any residential dwelling unit, including attached garages, must be completed within one (1) year from the date of commencement of construction, and no dwelling shall be occupied until completed.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any subdivision lot; except not more than two (2) dogs or two (2) cats or other family household pets may be kept in the event said household pets are not kept for breeding purposes.

8. Any excess dirt remaining after construction must be removed from the premises at the expense of the owner within thirty (30) days after dwelling completion or occupancy.

9. Two (2) shade trees of a minimum diameter of two (2) inches shall be planted and maintained in the front of each

subdivision lot within one (1) year after the initial occupancy of the residential dwelling constructed upon said lot.

10. No signs or posters of any kind, nature or description shall be displayed upon any subdivision lot except such signs as may relate to sale or rental of the premises, which signs shall not exceed five (5) square feet.

11. No fences shall be constructed upon subdivision lots which exceed six (6) feet in height.

12. All drainage ditches adjacent to each subdivision lot shall be seeded or sodded by lot owners at time of dwelling occupancy, or at such time as weather conditions reasonably permit. Thereafter said drainage ditches shall be properly maintained by lot owners.

13. No noxious or offensive activity shall be permitted to exist upon any subdivision lot. Trash, garbage or other waste shall not be accumulated except in sanitary containers.

14. In order to maintain harmony in appearance for the benefit and protection of all subdivision lot owners, no dwelling shall be constructed or altered upon any subdivision lot until the complete construction plans and specifications, together with a plan indicating the proposed lot placement of the structure, have been submitted and approved by an Architectural Control Committee consisting of John Adzhek, Seymour Hornik and James J. Ferek as to quality of workmanship and materials, color, harmony of exterior design with

with existing structures and as to location with respect to topography and finish grade elevation.

Under no circumstances shall construction of any dwelling commence prior to written approval by the indicated committee, except that in the event said committee fails to approve or disapprove within thirty (3) days after plan and specification submission, approval shall be deemed to have been obtained. Approval or disapproval of any two (2) of the three (3) committee members shall be required. In the event of the death or resignation of any committee members, the remaining committee members shall select a successor committee member. Until such selection is made, the remaining committee members or member shall be vested with the powers granted to the full committee.

15. Enforcement of any of the covenants contained herein may be maintained by any subdivision lot owners to restrain violation, recover damages or otherwise.


16. Invalidity of any of the covenant restrictions by Court Judgment or Order shall not affect any other provisions thereof, which other restrictions shall remain in full force and effect. Failure by the owners of any subdivision lots to enforce any restrictions at time of violation shall in no event be deemed a waiver of the right to subsequently seek enforcement.

17. Action to enforce any of the restrictions may be taken by the Architectural Control Committee upon a vote of a majority of the members thereof. In such event, action shall be deemed to

have been taken on behalf of all subdivision lot owners, which owners shall be equally liable for the costs incurred by the committee in seeking to enforce the restriction.

18. These restrictions may be modified by not less than Seventy-five (75%) percent of the subdivision lot owners, except no amendment or modification may be made of the Architectural Control Committee as initially established; which committee shall remain constant and not subject to change until the entire subdivision is developed; Seymour Hornik, his personal representatives, heirs or assigns, no longer own subdivision lots; or the expiration of twenty (20) years, whichever event first occurs.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 17th day of November, 1988.

  
SEYMOUR HORNIK (SEAL)

STATE OF WISCONSIN )  
                          ) ss.  
COUNTY OF RACINE )

Personally came before me this 17th day of November, 1988, the above named Seymour Hornik to me known to be the person who executed the foregoing instrument and acknowledge the same.

004-04-23-21-466-101 through

-109

-201 through

-216 James J. Fetek

-301 through Notary Public, Racine County, WI

My Commission: Is Permanent.

-308

-401 through

Ret: This Document Drafted by  
James J. Fetek, Attorney.

-430

-501 through -5-

-532

-601 through

-605

1939 638

DOC # 1882808  
Recorded  
FEB. 17, 2003 AT 04:10PM

**AMENDMENT TO RESTRICTIVE  
COVENANTS - RAVINE BAY  
ESTATES SUBDIVISION**



Document Number

Document Title

MARK LADD  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$13.00



0001008-1009

Recording Area - Office use only

This Document to be Returned to:

ATTORNEY JAMES J. FETEK  
FETEK & GRADY, S.C.  
1680 DOUGLAS AVENUE  
RACINE WI 53404

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See below

Parcel Identification Number (PIN)

- Lots 1-9 Block 1, Ravine Bay Estates PIN: 004-04-23-31-466-101 through 109
  - Lots 1-16 Block 2, Ravine Bay Estates PIN: 004-04-23-21-466-201 through 216
  - Lots 1-8 Block 3, Ravine Bay Estates PIN: 004-04-23-21-466-301 through 308
  - Lots 1-30 Block 4, Ravine Bay Estates PIN: 004-04-23-21-466-401 through 430
  - Lots 1-32 Block 5, Ravine Bay Estates PIN: 004-04-23-21-466-501 through 532
  - Lots 1-5 Block 6, Ravine Bay Estates PIN: 004-04-23-21-466-601 through 605
- Said land being in the Town of Caledonia, Racine County, Wisconsin

**AMENDMENT TO RESTRICTIVE COVENANTS**  
**RAVINE BAY ESTATES SUBDIVISION**

**WHEREAS**, SEYMOUR HORNIK is the present record title owner of in excess of 75% of the subdivision lots, including the lots proposed to be developed as Phases II and III of said subdivision; and

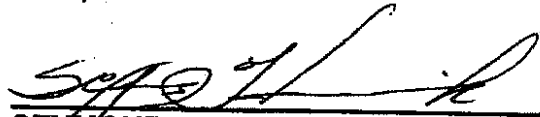
**WHEREAS**, the said SEYMOUR HORNIK desires to change the members of the existing Architectural Control Committee for the subdivision;

**NOW, THEREFORE**, the following amendment is hereby made to the restrictive covenants dated November 17, 1988, which were recorded in the Office of the Register of Deeds for Racine County, Wisconsin on November 18, 1988 in Volume 1939 of Records on Pages 634-638 as Document No. 1270684, to-wit:

**ARCHITECTURAL CONTROL COMMITTEE**


The Architectural Control Committee members shall be changed to consist of Seymour Hornik, John Adashek and Linda Hornik effective as of the date of the recording of this Amendment.

Dated this 18<sup>th</sup> day of September, 2002.

  
\_\_\_\_\_  
SEYMOUR HORNIK (SEAL)

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF RACINE    )

Personally came before me this 18<sup>th</sup> day of September, 2002, the above named SEYMOUR HORNIK to me known to be the person who executed the foregoing instrument and acknowledge the same.

  
\_\_\_\_\_  
James J. Fetek  
Notary Public, State of Wisconsin  
My Commission is Permanent.

This Document Drafted By:  
**JAMES J. FETEK, Attorney**  
State Bar No. 1007709

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