

1747002

RESTRICTIVE COVENANTS

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 OCT 25 PM 2:58

MARK A. LADD
REGISTER OF DEEDS

Recording Area

20

Name and Return Address

Arlington Heights No. 5, LLC
1020 West Blvd.
Racine, WI 53405

See below

Parcel Identifying Number (PIN)

Document Number

Document Title

FROM TAX KEY NUMBERS:

- 51-004-04-23-21-017-000
- 51-004-04-23-21-018-000
- 51-004-04-23-21-019-000
- 51-004-04-23-21-020-000

NEW TAX KEY NUMBERS:

- | | |
|-------------------------|------------------|
| 51-004-04-23-21-266-010 | Lot 1, Block 19 |
| 51-004-04-23-21-266-020 | Lot 2, Block 19 |
| 51-004-04-23-21-266-030 | Lot 3, Block 19 |
| 51-004-04-23-21-266-040 | Lot 4, Block 19 |
| 51-004-04-23-21-266-050 | Lot 5, Block 19 |
| 51-004-04-23-21-266-060 | Lot 6, Block 19 |
| 51-004-04-23-21-266-070 | Lot 7, Block 19 |
| 51-004-04-23-21-266-080 | Lot 8, Block 19 |
| 51-004-04-23-21-266-090 | Lot 9, Block 19 |
| 51-004-04-23-21-266-100 | Lot 10, Block 19 |
| 51-004-04-23-21-266-110 | Lot 11, Block 19 |
| 51-004-04-23-21-266-120 | Lot 12, Block 19 |
| 51-004-04-23-21-266-130 | Lot 13, Block 19 |
| 51-004-04-23-21-266-140 | Lot 14, Block 19 |
| 51-004-04-23-21-266-150 | Lot 1, Block 20 |
| 51-004-04-23-21-266-160 | Lot 2, Block 20 |
| 51-004-04-23-21-266-170 | Lot 3, Block 20 |
| 51-004-04-23-21-266-180 | Lot 4, Block 20 |
| 51-004-04-23-21-266-190 | Lot 5, Block 20 |
| 51-004-04-23-21-266-200 | Lot 6, Block 20 |
| 51-004-04-23-21-266-210 | Lot 7, Block 20 |
| 51-004-04-23-21-266-220 | Lot 8, Block 20 |
| 51-004-04-23-21-266-230 | Lot 9, Block 20 |
| 51-004-04-23-21-266-240 | Lot 1, Block 21 |
| 51-004-04-23-21-266-250 | Lot 2, Block 21 |
| 51-004-04-23-21-266-260 | Lot 3, Block 21 |
| 51-004-04-23-21-266-270 | Lot 4, Block 21 |
| 51-004-04-23-21-266-280 | Lot 5, Block 21 |
| 51-004-04-23-21-266-290 | Lot 1, Block 22 |
| 51-004-04-23-21-266-300 | Lot 2, Block 22 |
| 51-004-04-23-21-266-310 | Lot 3, Block 22 |
| 51-004-04-23-21-266-320 | Lot 4, Block 22 |
| 51-004-04-23-21-266-330 | Lot 5, Block 22 |
| 51-004-04-23-21-266-340 | Lot 6, Block 22 |
| 51-004-04-23-21-266-350 | Lot 7, Block 22 |

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

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COVENANTS AND RESTRICTIONS

Arlington Heights No. 5, LLC is the owner of all of the lots in Arlington Heights No. 5, a Subdivision in the Town of Caledonia, Racine County, Wisconsin (the "Subdivision"), the plat of which Subdivision was recorded in the Racine County, Wisconsin, Register of Deeds on March 30, 2000, as Document No. 1722181.

Arlington Heights No. 5, LLC wishes to insure that the Subdivision will remain a quality residential area and has filed these Covenants and Restrictions to protect the individual lot owners within the Subdivision.

NOW, THEREFORE, the following Covenants and Restrictions shall apply to and run with, the title to all of the lots in the Subdivision.

1. Developer/Seller. For purposes of these Covenants and Restrictions, the term "Developer" shall mean Arlington Heights No. 5, L.L.C. For purposes of these Covenants and Restrictions, The term "Seller" shall mean Brookstone Homes, Inc. as to any lots in the Subdivision owned by Brookstone Homes, Inc. and/or any lots in the Subdivision which Brookstone Homes, Inc. has the right to purchase.

2. Purpose. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two stories in height and an attached two or three car garage.

3. Architectural Control Committee. The Architectural Control Committee (the "Committee") shall be composed of a representative of Arlington Heights No. 5, LLC or its assigns as to any lots in the Subdivision which it owns. A separate Committee shall be composed of a representative of Brookstone Homes, Inc. or its assigns as to any lots in the Subdivision which it owns or has the right to purchase. At such time as both Arlington Heights No. 5, LLC and/or Brookstone Homes, Inc. no longer own any lots in the Subdivision, the then current owners of all of the lots in the subdivision shall elect three (3) representatives to the Committee which shall thereafter be the Committee. The Committee may thereafter adopt rules for the term of the members to the Committee and for the members' replacement.

4. Architectural Approval. No building shall be erected, placed or altered on any lot in the Subdivision until the construction plans and specifications and a site plan showing the location of the structure and driveway have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Cyclone fences are prohibited.

The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after the complete plans and specifications have been submitted to it, or in, any event, if no suit to

enjoin the construction (excepting the construction, erection or placement of a fence or a wall or out building which shall require prior written approval) has been commenced prior to the completion thereof, approval will not be required and the related Covenants and Restrictions shall be deemed to have been fully complied with.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded documents. Within these easements, no structure, fence, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. Outbuildings. Outbuildings, sheds, and similar accessory buildings not exceeding 10'x12' (120 square feet) shall be allowed to exist on any lot, provided the use is restricted to storage. Such buildings shall be equal to the quality, material, character and appearance with the home. Architectural approval is required prior to the placement or erection of any such outbuilding.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. Signs. No signs of any kind shall be displayed to the public view on any lot except a "For Sale" signs. Advertising by the Developer and/or Seller shall be permitted until all lots in subdivision are sold. Any and all signs must comply with the Town of Caledonia and/or Racine County sign ordinance, whether approved by the Architectural Control Committee, or not.

9. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats or other household pets which may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

10. Trash Removal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers not visible from the street. All incinerators and other equipment for the disposal of such materials shall be kept in a clean and sanitary condition. Each lot owner shall provide for sanitary waste removal on a regular schedule if waste removal is not otherwise provided by the local municipality.

11. Minimum Square Footage. The minimum floor area for homes subject to these covenants and restrictions shall be

Ranch/1 story Homes	1200 square feet
1 ½ story, 2 story, bi- or tri-level	1400 square feet

Garages are not included in computing square footage.

12. Building Setbacks. All set back lines must follow the minimum requirements as set forth by the municipality.

13. Permitted Uses. No business or commercial structure shall be erected or allowed to operate on any lot in the Subdivision. A doctor, dentist, lawyer, insurance broker, artist, music teacher or person engaged in a similar professional pursuit may use a room in a residence as an office or studio provided that no advertising signs shall be displayed and the daily traffic count to such office or studio is minimal. Developer or Seller may operate a sales office on a lot or in a model home which it owns within the Subdivision.

14. Parking. No boats, trailers, campers or recreational vehicles nor disabled vehicles shall be kept or stored on any lot in the subdivision or on any street in the subdivision for more than a period of seventy-two (72) hours. No motor vehicle may be kept, stored or parked on any lot in the Subdivision or on any street in the Subdivision except a motor vehicle capable of being stored within the garage (with the garage door closed) located on the lot.

15. Paved Driveways. All driveways and aprons shall be constructed with asphalt or concrete, or any other material as approved in writing by the Committee, within six (6) months of occupancy unless weather disallows, in which case driveway must be completed as soon as reasonably possible after such six (6) months.

16. Landscaping. All yards shall be fine graded and seeded and/or sodded within six (6) months of occupancy unless weather disallows, in which case yard must be completed as soon as reasonably possible after such six (6) months.

17. Satellite Dishes. No satellite dish greater than 18" in diameter shall be installed on the exterior of any home, or on any lot. No outdoor antenna of any kind shall be permitted without prior approval of the Committee.

18. Time of Construction. Any construction must be substantially completed within (9) months of the start of construction, unless extended by the Committee.

19. Additions. No additional exterior construction, either attached or detached, shall be constructed without the approval of the Committee.

20. Lot Appearance. Each lot owner shall be responsible for maintaining the lot in a neat appearance, including but not limited to: keeping lawn areas groomed to a height not exceed 5"; keeping sidewalks free from obstructions; keeping trees and shrubbery pruned; and keeping all vehicles parked on paved driveway surfaces.

21. Cul-de-sac Island. The island which is located within the cul-de-sac on the west end of Riva Ridge is part of the road right-of-way which has been dedicated to the Town of Caledonia. The island shall be maintained by the developer until lots 5, 6, 7, and 8, block 19 are sold. While the lot owners in the Subdivision shall have no ownership interest in the island, the grass located on the island shall be maintained by and at the expense of the owners of Lots 5, 6,

7, and 8, block 19. Any change to the island shall be approved by the owners of all affected lots. Each indicated lot shall be liable for 25% of the cost of maintaining the grass on the island.

22. Duration. These Covenants and Restrictions shall run with title to the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants and Restrictions are recorded, after which time said Covenants and Restrictions shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots within the Subdivision has been recorded agreeing to change the Covenants and Restrictions in whole or in part.

23. Enforcement. The Developer, Brookstone Homes, Inc., and/or the owner of any lot subject to these Covenants and Restrictions shall have the authority to enforce all of the terms and provisions of these Covenants and Restrictions. Enforcement may be by a proceeding, either in law or in equity, against the person or persons violating or attempting to violate any of these Covenants and Restrictions to restrain the violation and/or to recover damages. Any person violating the terms of these Covenants and Restrictions shall be liable in addition to any other damages for reasonable attorney's fees and court costs incurred in enforcing the terms and conditions of the Covenants and Restrictions.

24. Validity. Invalidation of any one of these Covenants by Judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

25. Amendment. So long as Arlington Heights No. 5, LLC owns any lots in the Subdivision (but not including any lots owned by Arlington Heights No. 5, L.L.C. which Brookstone Homes, Inc. has the right to purchase) these Covenants and Restrictions may be cancelled, released, amended or waived in writing as to some or all of the lots by any instrument signed by Arlington Heights No. 5, LLC. So long as Brookstone Homes, Inc. owns any lots in the subdivision or has the right to purchase any lots in the subdivision, these Covenants and Restriction may be canceled, released, amended or waived, in writing, as to any such lots owned by Brookstone Homes, Inc. or such lots which Brookstone Homes, Inc. has the right to purchase, by any instrument signed by Brookstone Homes, Inc. However, any cancellation, release, amendment or waiver affecting lots which Brookstone Homes, Inc. has the right to purchase, but has not purchased as of the time of the cancellation, release, amendment or waiver, shall also require written approval of Arlington Heights No. 5, LLC. Any such written waivers shall be recorded in the office of the Register of Deeds, Racine County, Wisconsin, as an amendment to these Covenants and Restrictions. In no event, however, may the minimum square footage requirements be amended to be less than currently stated in these Covenants and Restrictions.

Headings. All headings are for convenience only and should not be construed as having any additional meaning.

DATED this 6th day of September, 2000.

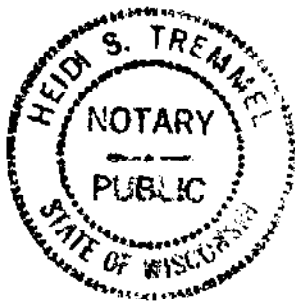
ARLINGTON HEIGHTS NO. 5, LLC

By: Raymond C. Leffler Member
Raymond C Leffler, Member

STATE OF WISCONSIN)
):ss
 COUNTY OF RACINE)

Personally came before me, this 6th day of September, 2000, the above named Raymond C Leffler, to be known to be the person who executed and drafted the foregoing instrument acknowledged the same.

Heidi Shremmel
 Notary Public, Racine County, Wisconsin
 My Commission Expires: 4-7-02



This document was prepared by:
 David Sheperd