

AFFIDAVIT OF CORRECTION

Document Number

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2002 FEB 21 PM 4:08

REGISTER OF DEEDS

NOT PAGE
9376 758-768

AFFIANT, Raymond C. Leffler

hereby swears or affirms that a certain document which was titled as follows:
Restrictive Covenants (type of document), recorded
on the 24th day of September, 2001 (year) in
Volume / Reel 3257 Page / Image 207
as Document Number 1791446 which was recorded
in Racine County, State of Wisconsin, contained the
following error (if more space is needed, please attach addendum):

Document did not include the tax key number for
Outlot 1.

31-

Recording Area

Name and Return Address
Newport Group, Ltd.
1020 West Blvd.
Racine, WI 53405

AFFIANT makes this Affidavit for the purpose of correcting the above document
as follows (if more space is needed, please attach addendum):

Parcel Identification Number (PIN)

To include tax key number for Outlot 1, which is 51-004-04-22-36-461-001

A copy of the original document (in part or whole) is is not attached to this Affidavit (if a copy of the original document is not
attached, please attach legal description and names of grantors and grantees).

Dated: February 13, 2002

Signed:

Raymond C. Leffler
* Raymond C. Leffler

State of Wisconsin)
County of Racine) ss.

AFFIANT is the (check one):

- Drafter of the document being corrected.
- Owner of the property described in the document being corrected.
- Other (explain: _____)

Subscribed and sworn to (or affirmed) before me this
13th day of February, 2002

* Heidi S. Tremmel

Notary Public, State of Wisconsin

My commission (expires) (i9)/ 4/7/02

THIS INSTRUMENT WAS DRAFTED BY:

Raymond C. Leffler

THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

RESTRICTIVE COVENANTS

REGISTER'S OFFICE
RACINE COUNTY, WI

Document Number

Document Title

RECORDED

2001 SEP 24 PM 4:00

MARK A. LADD
REGISTER OF DEEDS

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29
Recording Area

Name and Return Address

Newport Group, Ltd.
1020 West Blvd.
Racine, WI 53405

Parcel Identification Number (PIN)

- | | |
|-------------------------|-------------------------|
| 51-004-04-22-36-461-010 | 51-004-04-22-36-461-310 |
| 51-004-04-22-36-461-020 | 51-004-04-22-36-461-320 |
| 51-004-04-22-36-461-030 | 51-004-04-22-36-461-330 |
| 51-004-04-22-36-461-040 | 51-004-04-22-36-461-340 |
| 51-004-04-22-36-461-050 | 51-004-04-22-36-461-350 |
| 51-004-04-22-36-461-060 | 51-004-04-22-36-461-360 |
| 51-004-04-22-36-461-070 | 51-004-04-22-36-461-370 |
| 51-004-04-22-36-461-080 | 51-004-04-22-36-461-380 |
| 51-004-04-22-36-461-090 | 51-004-04-22-36-461-390 |
| 51-004-04-22-36-461-100 | 51-004-04-22-36-461-400 |
| 51-004-04-22-36-461-110 | 51-004-04-22-36-461-410 |
| 51-004-04-22-36-461-120 | 51-004-04-22-36-461-420 |
| 51-004-04-22-36-461-130 | 51-004-04-22-36-461-430 |
| 51-004-04-22-36-461-140 | 51-004-04-22-36-461-440 |
| 51-004-04-22-36-461-150 | 51-004-04-22-36-461-450 |
| 51-004-04-22-36-461-160 | 51-004-04-22-36-461-460 |
| 51-004-04-22-36-461-170 | 51-004-04-22-36-461-470 |
| 51-004-04-22-36-461-180 | 51-004-04-22-36-461-480 |
| 51-004-04-22-36-461-190 | 51-004-04-22-36-461-490 |
| 51-004-04-22-36-461-200 | 51-004-04-22-36-461-500 |
| 51-004-04-22-36-461-210 | 51-004-04-22-36-461-510 |
| 51-004-04-22-36-461-220 | |
| 51-004-04-22-36-461-230 | |
| 51-004-04-22-36-461-240 | |
| 51-004-04-22-36-461-250 | |
| 51-004-04-22-36-461-260 | |
| 51-004-04-22-36-461-270 | |
| 51-004-04-22-36-461-280 | |
| 51-004-04-22-36-461-290 | |
| 51-004-04-22-36-461-300 | |

Lots 1 thru 51, inclusive and outlet 1
in Eagle Point, according to the recorded
Plat thereof. Said land being in the
Town of Caledonia, Racine County,
Wisconsin.

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**RESTRICTIVE COVENANTS
FOR
EAGLE POINT SUBDIVISION
Phase I**

Declaration of conditions, covenants, restrictions and easements regarding Eagle Point Subdivision, Town of Caledonia, Racine County, Wisconsin.

This declaration is made by Newport Group, Ltd., hereinafter called "Developer", as owner of certain real property in Racine County, Wisconsin:

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

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties to be bound by these restrictive covenants, the Developer hereby imposes upon the lands described in Exhibit A and known as Eagle Point 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 any owner thereof.

I. 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 secure the erection of attractive buildings designed and built in accordance with a harmonious theme, to secure the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper setbacks from streets.

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II. TERMINATION

The 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.

III. 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.

IV. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed, or altered on any lot until the building plans, landscape plans, specifications and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and planning by the Architectural Control Committee. Such plans and specifications shall be submitted to the Architectural Control Committee and approved before a building permit from the Town of Caledonia is applied for.

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 compatible design and quality to existing homes in the Subdivision 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.

C. The initial Architectural Control Committee is composed of Raymond C. Leffler and Michael J. Kaerek and both signatures are required on all approved plans.

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D. The address of the Architectural Control Committee is:

Newport Development
1020 West Blvd.
Racine, WI 53405

--or--

Kaerek Builders, Inc.
2077 S. 116th Street
West Allis, WI 53227

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

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

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

V. DWELLING QUALITY

The face of every outside wall of any residence, including chimney chases, shall be constructed of materials approved by the Architectural Control Committee. All residences shall have roofs constructed of dimensional shingles with not less than a 6" to 12" (6/12) pitch. Every residence hereafter erected shall have minimum floor areas as follows:

1 Story (Ranch Style)	1400 sq. ft. minimum
2 Story (Traditional)	1650 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	1600 sq. ft. minimum
Tri-Level/Bi-Level (Above Grade)	1400 sq. ft. minimum

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 any floor space below grade, garages, breezeways, and unenclosed porches, attics and other areas not finished or useable as living quarters. The Town of Caledonia requires a minimum of 800 sq. ft. of first floor living space.

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VI. DWELLING RESTRICTIONS

Lots 3 through 8 of Eagle Point Subdivision contain grade changes that allow for look-out or walk-out style homes. **Homes on these lots are restricted to single family, single story homes with the look-out or walk-out feature for the basement level. Two story homes are prohibited on these lots.**

The developer has planted trees along the south lot lines of these lots, within the easement area, with the permission of the Town of Caledonia. The owners of these lots, upon accepting title to the lots, agree to maintain these trees, including replacement, if necessary. This covenant shall run with the title to the land and be binding upon the current owner, their heirs and successors in title, in perpetuity.

VII. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Town of Caledonia building code restrictions. 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 front yard building setback line for all lots in the subdivision shall be thirty-five (35) feet from the front lot line unless written approval is received from the Architectural Control Committee. The side yard setback shall not be less than ten (10) feet. The rear yard setback for all lots in the subdivision shall be fifty (50) feet.

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VIII. GARAGES, DRIVEWAYS, SERVICE WALKS AND SIDEWALKS

A two (2) car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached by a breezeway. Nothing in this section shall be construed to prohibit the construction of an attached garage which is larger than the minimum required by this section (up to a three car garage allowable). All garages must conform in size to applicable Town of Caledonia building ordinances. 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, blacktop, 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.

IX. UTILITIES

All electric lines, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground.

X. HEDGES AND FENCES

A. Hedges shall be permitted provided that the same are located as required by these covenants and maintained by the lot owner.

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 or wall 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 approved screening. Nothing in this paragraph should be deemed to restrict perimeter fences to four (4) feet in height. Perimeter fencing location, **material** and height are to be approved by the Architectural Control Committee.

C. No hedge may extend to a point nearer to the street on which the house fronts than the front foundation line of such house.

D. No fence shall be permitted to extend nearer to any street than the rear foundation line of the principal structure, except those specifically approved by the Architectural Control Committee.

E. Except as herein stated, fences and walls shall be permitted provided that the material and location of the same are in conformity with the Town of Caledonia building codes. The location, design, construction and material for all fences or walls are subject to approval by the Architectural Control Committee. Chain link fences are expressly prohibited.

XI. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. Separate outbuildings or enclosures may be erected or kept upon a lot for the purpose of housing or restraining any animal or pet provided the location, design, construction and material for such structure is approved by the Architectural Control Committee.

XII. 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 which will give off odors of any kind, and all deposited 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 finished grade of any improved lot in the Subdivision shall comply with the Master Grading Plan on file with, and approved by the Town of Caledonia. Changes to this covenant are only allowed with written Architectural Control Committee approval and the approval of the Town of Caledonia. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of a

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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.

It shall be the responsibility of each individual lot owner to maintain the ditch lines of their lots. This may include, but is not limited to, any seeding that may be required, the removal of any weeds, the mowing of grass within the ditch line, maintaining the proper grade of the ditch per the approved grading plan and the building permit survey issued by the Town, and the proper maintenance of culverts, if any, to maintain adequate drainage at all times.

XIII. 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.

XIV. SIGNS

No signs of any character, size, or description shall be maintained upon any lot in the Subdivision except signs of a size no larger than ten (10) inches by eighteen (18) inches bearing the name, address, or both of the resident occupying such lot, security service warning signs or residential re-sale "For Sale" signs. The content, size and design of all signs shall be controlled by the Architectural Control Committee, which may establish written rules with regard to such signage. 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.

XV. SWIMMING POOLS

Swimming pools, including above ground swimming pools, are allowed with the approval of the Architectural Control Committee but must be constructed in conformity with these restrictions and the ordinances of the Town of Caledonia. 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 line of the principal structure.

XVI. TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood 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.

XVII. 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, lockouts and acts of God. In its sole discretion, the Architectural Control Committee shall determine 1) when a residence is substantially completed and ready for occupancy; 2) the extent of the delay due to strike, lockouts and acts of God; and 3) may, for good cause, allow additional time for completion of construction.

XVIII. TEMPORARY STRUCTURES

No structure of a temporary character, no boat, trailer, truck, basement, tent, shack, garage, barn or other outbuilding shall be used at anytime as residence either temporarily or permanently. No previously used building shall be moved on to any lot in the Subdivision from another location.

XIX. GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. 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 containers shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners.

XX. ACCESSORY OR UTILITY BUILDINGS

Detached accessory buildings shall be permitted on lots in the Subdivision provided that the design and location of the same are approved by the Architectural Control Committee prior to construction. For purposes of this Section XIX, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be construed without prior approval of the Architectural Control Committee. All accessory or utility buildings must be constructed of the same materials as the residence including siding and shingles, and shall be constructed in conformity with the ordinances of the Town of Caledonia.

XXI. MODIFICATION

This declaration may be amended at any time through 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 on the date of recording thereof in the office of the Register of Deeds for Racine County, Wisconsin.

XXII. 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-

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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 restore any grade or enforce any of the covenants and restrictions herein contained.

XXIII. EASEMENTS

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

XXIV. OUTLOT 1

Outlot 1 in Phase I of the Eagle Point Subdivision contains a retention pond for storm water drainage. At the time of conveyance of any lot in this phase of the subdivision, the deed will contain a 1/51 interest in Outlot 1. The purchasers of these lots agree, by acceptance of the deed, to the maintenance of the lands and pond on Outlot 1 by virtue of a Pond Maintenance Association specifically developed for this purpose. This restriction runs with the land and shall bind the parties, their successors, and assigns in perpetuity. The grant of easement and the rights-of-way as set forth herein shall inure to the benefit of the parties, their successors, and assigns in perpetuity. The pond shall be maintained by and at the expense of the owners of the lots within Phase I of the Eagle Point Subdivision. Maintenance shall include all actions necessary to continue the pond as a storm water depository. The Pond Maintenance Association shall properly landscape the same and adequately maintain such landscaping so that the same does not become a nuisance; and shall further promptly remove all noxious weeds therefrom. The owners of all lots in Phase I of the subdivision do hereby acknowledge a permanent easement and right of way to the Town of Caledonia over, across, under and through the lands of each other as set forth in Exhibit "A" annexed hereto, to include the right to enter upon the lands with men and machinery all for the purposes of maintaining the stormwater retention ponds in the event the Pond Maintenance Association does not properly maintain the pond and surrounding lands. The Town of Caledonia shall have the right to assess maintenance costs against the land owners if it is required to perform any maintenance under this paragraph.

No portion of this provision may be modified or removed without the prior approval of both Racine County and the Town of Caledonia.

XXV. 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 and the right of enforcement of this declaration as aforesaid.

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