

0001009

RESTRICTIVE COVENANTS

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MARK LADD
RACINE COUNTY
REGISTER OF DEEDS

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Recording Area

Name and Return Address

Majestic Hills, Inc.
1020 West Blvd.
Racine, WI 53405

37

Parcel Identification Number (PIN)

Lots 131 thru 289 and Lots 338 thru 347, Majestic Hills III, a subdivision of part of the Northwest 1/4, the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin.

See Attached for Tax Key Numbers

0001010

MAJESTIC HILLS III

ORIGINAL TAX KEY NUMBERS: 51-181-03-22-27-039-000
 51-181-03-22-27-040-000
 51-181-03-22-27-038-000

NEW TAX KEY NUMBERS:

Lot 131	51-181-03-22-27-312-131	Lot 184	51-181-03-22-27-312-184
Lot 132	51-181-03-22-27-312-132	Lot 185	51-181-03-22-27-312-185
Lot 133	51-181-03-22-27-312-133	Lot 186	51-181-03-22-27-312-186
Lot 134	51-181-03-22-27-312-134	Lot 187	51-181-03-22-27-312-187
Lot 135	51-181-03-22-27-312-135	Lot 188	51-181-03-22-27-312-188
Lot 136	51-181-03-22-27-312-136	Lot 189	51-181-03-22-27-312-189
Lot 137	51-181-03-22-27-312-137	Lot 190	51-181-03-22-27-312-190
Lot 138	51-181-03-22-27-312-138	Lot 191	51-181-03-22-27-312-191
Lot 139	51-181-03-22-27-312-139	Lot 192	51-181-03-22-27-312-192
Lot 140	51-181-03-22-27-312-140	Lot 193	51-181-03-22-27-312-193
Lot 141	51-181-03-22-27-312-141	Lot 194	51-181-03-22-27-312-194
Lot 142	51-181-03-22-27-312-142	Lot 195	51-181-03-22-27-312-195
Lot 143	51-181-03-22-27-312-143	Lot 196	51-181-03-22-27-312-196
Lot 144	51-181-03-22-27-312-144	Lot 197	51-181-03-22-27-312-197
Lot 145	51-181-03-22-27-312-145	Lot 198	51-181-03-22-27-312-198
Lot 146	51-181-03-22-27-312-146	Lot 199	51-181-03-22-27-312-199
Lot 147	51-181-03-22-27-312-147	Lot 200	51-181-03-22-27-312-200
Lot 148	51-181-03-22-27-312-148	Lot 201	51-181-03-22-27-312-201
Lot 149	51-181-03-22-27-312-149	Lot 202	51-181-03-22-27-312-202
Lot 150	51-181-03-22-27-312-150	Lot 203	51-181-03-22-27-312-203
Lot 151	51-181-03-22-27-312-151	Lot 204	51-181-03-22-27-312-204
Lot 152	51-181-03-22-27-312-152	Lot 205	51-181-03-22-27-312-205
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Lot 181	51-181-03-22-27-312-181	Lot 234	51-181-03-22-27-312-234
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Lot 183	51-181-03-22-27-312-183	Lot 236	51-181-03-22-27-312-236

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Lot 237	51-181-03-22-27-312-237
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Lot 340	51-181-03-22-27-312-340
Lot 341	51-181-03-22-27-312-341
Lot 342	51-181-03-22-27-312-342
Lot 343	51-181-03-22-27-312-343
Lot 344	51-181-03-22-27-312-344
Lot 345	51-181-03-22-27-312-345

Lot 346	51-181-03-22-27-312-346
Lot 347	51-181-03-22-27-312-347

**RESTRICTIVE COVENANTS
FOR
MAJESTIC HILLS III SUBDIVISION
PHASE II**

Declaration of conditions, covenants, restrictions and easements regarding Majestic Hills III Subdivision, Village of Sturtevant, Racine County, Wisconsin.

This declaration is made by Majestic Hills, Inc., 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 Village of Sturtevant, Racine County, Wisconsin, described in Exhibit A to this declaration, which lands have been platted as Majestic Hills III 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 Majestic Hills III 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.

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 Village of Sturtevant is applied for.** Two copies of the building plan and two copies of the survey are to be submitted to the Architectural Control Committee. Upon approval, one copy of the plan and one copy of the survey will be returned to purchaser and one copy will be retained by the Architectural Control Committee.

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.

D. The address of the Architectural Control Committee is:

Until November 1, 2004

After November 1, 2004

1020 West Blvd.
Racine, WI 53405

6949 Mariner Drive
Racine, WI 53406

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 Village of Sturtevant, 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 wood shake, asphalt or 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 hereafter erected shall have minimum floor areas as follows:

1 Story (Ranch Style)	1500 sq. ft. minimum
2 Story (Traditional)	1700 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	1600 sq. ft. minimum
Tri-Level/Bi-Level (Above Grade)	May be permitted subject to Architectural Control Committee approval

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 at front foundation line, basements, garages, breezeways, and unenclosed porches, attics and other areas not finished or useable as living quarters. The Village of Sturtevant requires a minimum of 800 sq. ft. of first floor living space.

VI. 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 Village of Sturtevant 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 each lot in the Subdivision shall be twenty-five (25) 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 four (4) feet from the side lot line on the garage side of the residence and eight (8) feet from the lot line on the side of the residence opposite the garage.

VII. GARAGES, DRIVEWAYS, SERVICE WALKS, SIDEWALKS AND LANDSCAPING

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 provided such garage is constructed in conformity with local ordinance. Up to a three car garage is allowable on lots containing a minimum of 12,000 sq. ft. per the Village of Sturtevant Ordinance No. 097-19, Section 14.09, paragraph 2. Detached garages of any size are prohibited.

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.

Those lots contained within the Majestic Hills III platted subdivision which have rear yards and/or side yards abutting Willow Road are required to have sidewalk along the rear and/or side yard which abuts Willow Road per the Village of Sturtevant Sidewalk Ordinance. The developer has installed those sidewalks for the rear yard and/or side yard abutting Willow Road, however, all future maintenance (including snow plowing), repair and/or replacement shall be at lot owner's expense pursuant to applicable Village Ordinances. Any other sidewalk required for those lots (i.e. front or side sidewalk) shall be at the purchaser's expense.

The following paragraph is included in all Offers to Purchase:

"The Buyer is responsible for the installation of the sidewalks and driveway approach on the lot at the Buyer's sole expense. The Seller shall have no responsibility for this work. These

improvements shall be constructed in compliance with applicable ordinances of the village of Sturtevant and shall be installed on the lot within one (1) year after the date that the lot is conveyed to the Buyer. At closing, the Seller shall collect from the Buyer and deposit with the Village of Sturtevant an amount determined sufficient by the Village Engineer to ensure completion of these improvements. The amount which will be collected for this lot is \$(to be filled in at time of offer). The deposit shall be held by the Village until the Buyer has installed the sidewalk and driveway approach and the work has been approved by the Village Engineer. No interest shall be paid on the amount so deposited. In the event that the sidewalk and driveway approach are not completed within the one (1) year period, the Village may complete the work using the funds deposited by the Buyer. Any excess funds shall be returned to the Buyer within thirty (30) days after approval by the Village Engineer of the work performed, and any additional funds needed shall be paid to the Village by the Buyer within thirty (30) days after written notice is given by the Village."

All exterior landscaping shall be completed within 12 months of occupancy.

VIII. 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. There shall be no free-standing tower type antennas allowed in the subdivision. Satellite dishes are allowed provided they are screened from view from the street.

IX. 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 shall 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 and shall be in conformity with local ordinances.

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 for the express purpose of screening air conditioning units or firewood or decorative fencing.

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 Village of Sturtevant building codes. The location, design, construction and material for all fences or walls are subject to approval by the Architectural Control Committee. **Easement areas are not allowed to be fenced in. Chain link fences are expressly prohibited.**

X. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. All lot owners shall abide by the Village of Sturtevant Ordinance regarding pet ownership within the Village limits. 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. **Chain link dog runs are prohibited.**

XI. 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 Village of Sturtevant. Changes to this covenant are only allowed with written Architectural Control Committee approval. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of a building upon said lot and then only so much as is necessary and essential in the furtherance of such construction. Buyer shall be responsible for the disposition of any excess dirt on the site.

XII. 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.

XIII. 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. 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.

XIV. SWIMMING POOLS

Swimming pools, including above ground swimming pools, are 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 Sturtevant. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVII. GARBAGE OR REFUSE DISPOSAL

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

XIX. ACCESSORY OR UTILITY BUILDINGS

Subject to applicable Village of Sturtevant ordinances, 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.* Any accessory or utility building submitted to the Architectural Control Committee must be of the same construction and materials as the residence. 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 constructed without prior approval of the Architectural Control Committee.

XX. VEHICULAR STORAGE

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, no motor vehicle may be parked, stored or otherwise 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. Outdoor storage of any vehicle with advertising of any type is prohibited. Any such vehicle must be enclosed within a garage. No driveway apron may be constructed for the storage of any vehicle or trailer.

XXI. MODIFICATION

This declaration may be amended at any time through execution of the owners of seventy-five percent (75%) of the residential lots in the subdivision 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. The Developer shall be exempt from any modifications made to these Restrictive Covenants for so long as the Developer retains title to any lot within the Subdivision.

Notwithstanding the foregoing, the provisions of Section XXIV may not be amended without the approval of the Village of Sturtevant and/or Racine County.

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-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 for drainage or enforce any of the covenants and restrictions herein contained.

XXIII. EASEMENTS

Easements have been reserved for various public and semi-public purposes on the recorded plat and 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 applicable ordinances.

XXIV. WETLAND AREAS, FLOODPLAIN AREAS AND SHORELAND JURISDICTIONAL LIMITS

As shown on the platted subdivision for Majestic Hills III, the south end of the subdivision contains delineated wetland boundaries and 100 year flood plain boundaries, some of which may encroach on portions of lots. Lots which may be affected by the wetland delineation and/or 100 year flood plain delineations are as follows:

Lots 200 thru 203, 213, 214, 245 thru 247

It is possible, depending upon the severity of encroachment upon the individual lots, and the location of the planned improvements, that flood insurance may be required for the lots identified. Purchasers should verify the need for flood insurance, if necessary, prior to purchasing any of the above mentioned lots and prior to improvement of any such lot.

The following lots may require a Shoreland permit prior to construction of any improvements:

Lots 195, 200 thru 224, 229, and 230 thru 248

Purchasers should verify with Racine County if a Shoreland Permit is required for the individual lots.

The following activities are prohibited within designated wetland and flood plain areas: Grading, filling or excavation, the erection of any structures or buildings, the removal or destruction of any vegetative cover (except diseased vegetation and noxious weeds), the introduction of plants not indigenous to the existing environment, the gardening, cultivating and disposing of yard waste of any type, and grazing of domestic animals, where applicable.

NO PORTION OF THIS PROVISION MAY BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE VILLAGE OF STURTEVANT AND RACINE COUNTY.

XXV. OUTLOTS

Majestic Hills III Subdivision contains four (4) Outlots, three of which are located on the east side of Willow Road and one which is located between the lots on the south side of Majestic Hills Drive, the north side of Citadel Terrace and Braun Road, and the east side of 90th Street. All Outlots are owned and maintained by the Village of Sturtevant. The center median ("island") on Majestic Hills Blvd. is owned and maintained by the Village of Sturtevant.

XXVI. SUMP PUMP COLLECTION SYSTEM

Purchasers of lots within the Majestic Hills III Subdivision are hereby notified that the Village of Sturtevant requires sump pumps to discharge into the Sump Pump Collection System installed within the subdivision, or, for those lots located along the Wetland/Floodplain area between Majestic Hills Dr. and Citadel Terrace, to discharge to the rear of the property. Each purchaser is cautioned to inform their builder of this requirement to include the proper construction cost of connecting to the sump pump collection system in their building contract. The developer will not be liable for any additional cost to connect to the sump pump due to purchaser's failure to inform their builder of this requirement.

XXVII. MAILBOX / U.S. POSTAL SERVICE DELIVERY

Purchasers of lots within the Majestic Hills III Subdivision are hereby notified that the United States Postal Service has designated specific locations for the placement of mailboxes which include single, double, triple and quad mailbox placements. Buyer acknowledges that in order to achieve a uniform appearance throughout the subdivision, Developer will provide and install mailboxes as required by the U.S. Postal Service. At time of closing, buyer shall be charged an amount of \$225.00 for the mailbox and installation. Each mailbox will carry the house number only. Additional items such as owner's names, personalization and/or decoration will not be permitted. This charge is only applicable on the sale of the lot from the Developer to the initial purchaser.

Disclosure is made that Lots 230 through 235 of Majestic Hills III which front on Braun Road will have a Racine, Wisconsin 53403 mailing address.

XXVII. CONSTRUCTION TRAFFIC

All construction traffic in Majestic Hills III Subdivision is to enter the subdivision via the main arterial roads (i.e. Braun Road to Willow Road; 90th Street to Broadway Drive or Majestic Hills Drive). **CONSTRUCTION TRAFFIC THROUGH THE EXISTING SUBDIVISION (MAJESTIC HILLS II) IS EXPRESSLY PROHIBITED.** The Village of Sturtevant has imposed this restriction as to the traffic flow for construction vehicles within the subdivision. Purchasers are hereby notified that failure to adhere to this restriction, either by the purchaser OR THEIR BUILDER may result in a fine being levied by the Village of Sturtevant, which shall be the sole responsibility of the lot owner.

XXIII. 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.

IN WITNESS WHEREOF, Majestic Hills, Inc. has caused these presents to be executed this 24th day of August, 2004.

MAJESTIC HILLS, INC.

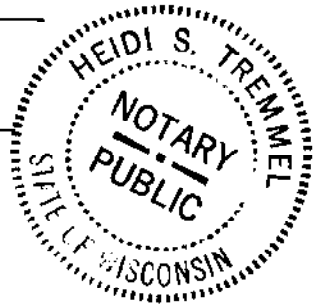
By: Raymond C. Leffler President

By: Bruce J. Nielsen Secretary/Treas.

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 24th day of August, 2004, the above named Raymond C. Leffler and Bruce J. Nielsen, being Officers of Majestic Hills, Inc., to me known to be the persons who executed the foregoing instrument as an act of the corporation, by its authority.

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



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