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RESTRICTIVE COVENANTS

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James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

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Name and Return Address

Riversview Development LLC
6949 Mariner Drive
Racine, WI 53406

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Parcel Identification Number (PIN)

Lots 1 through 10, Tall Oak Woods, being redivision of a part of Parcel 3 and all of Outlot 1 of Certified Survey Map No. 2385, being a part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Key Nos:

- Lot 1 151-03-22-09-001-110
- Lot 2 151-03-22-09-001-120
- Lot 3 151-03-22-09-001-130
- Lot 4 151-03-22-09-001-140
- Lot 5 151-03-22-09-001-150
- Lot 6 151-03-22-09-001-160
- Lot 7 151-03-22-09-001-170
- Lot 8 151-03-22-09-001-180
- Lot 9 151-03-22-09-001-190
- Lot 10 151-03-22-09-001-200

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

**RESTRICTIVE COVENANTS
FOR
TALL OAK WOODS**

This declaration of conditions, covenants, restrictions and easements regarding Tall Oak Woods 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 Tall Oak Woods 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 Tall Oak Woods 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. Minimum General Requirements of the Architectural Control Committee include, but are not limited to, the following:

All elevations of the house shall contain at least one window.

All front elevation windows, fypons, doors and garage doors shall be wrapped with cedar or other material approved by the Architectural Control Committee.

All homes shall contain brick, stone, or stucco on the front elevation. Percentage of brick, stone or stucco required shall be based individually upon the style of the home and shall be subject to approval by the Architectural Control Committee.

It is strongly recommended that all house plans be submitted to the Architectural Control Committee PRIOR to signing a building contract.

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

c/o Newport Development
6949 Mariner Drive.
Racine, WI 53406

-or-

Korndoerfer Development
6211 Durand Ave., Ste. 202
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.

E. 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

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 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.

G. 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 a material approved by the Architectural Control Committee and all residences shall contain brick, stone or other approved masonry material on the front elevation. 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:

For Lots 1 and 2 Only:

1 Story (for example: Ranch Style)	1600 total sq. ft.
2 Story (for example: Traditional)	1900 total sq. ft.
1-1/2 Story (for example: Cape Cod)	1800 total sq. ft.

For Lots 3 through 10 Only:

1 Story (for example: Ranch Style)	1750 total sq. ft.
2 Story (for example: Traditional)	2100 total sq. ft.
1-1/2 Story (for example: Cape Cod)	1900 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 minimum 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 5 thru 9 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 R100 zoning regulations will apply.

NOTE: DEVELOPER RETAINS THE RIGHT TO REQUIRE THE FRONT YARD SET BACK ON LOTS 5 THROUGH 9 REMAIN AT THE MINIMUM 25' REQUIREMENT. DUE TO SETBACK AVERAGING EMPLOYED BY THE VILLAGE UNDER THE ORDINANCE, DEVELOPER MAY REQUIRE THE MINIMUM FRONT YARD SETBACK, EVEN IF THE VILLAGE APPROVES A LARGER SETBACK, TO PROTECT THE ADJACENT PROPERTIES FROM BECOMING UNBUILDABLE.

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

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walls are subject to approval by the Architectural Control Committee. *Galvanized chain link fencing is specifically prohibited.*

F. Fencing 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, Tall Oak Woods Subdivision contains several designated wetland areas, all located within Lot 10, with a very small portion lying within the rear area of Lot 9. 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

sixty (60) 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.

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. Detached garages of any size are prohibited.

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. MAILBOXES

It is the intent of the Developer that each home to be constructed in the Subdivision will have an identical style mailbox. The specification for the mailbox is available from the Architectural Control Committee. Buyer shall prepay for the Mailbox at the time of closing and shall appear as a charge to buyer on the closing statement. Mailboxes other than those specified by the Architectural Control Committee are prohibited. Further, Buyer acknowledges that the United States Post Office may require specific placement for mailboxes within the subdivision, which placement may or may not be located on individual lots.

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 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 10(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, as located on the final plat, must maintain a twenty-five (25) foot "no-disturbance" zone as shown on the final plat.

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 7, 12, 26, 27, 29, 30 and 33 MAY NOT BE MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL OF BOTH RACINE COUNTY AND THE VILLAGE OF MT. PLEASANT.

PARAGRAPH 32 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 AND OUTLOT MAINTENANCE

Landscape Island: A landscape island is located within the cul-de-sac which is 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, the plantings located on the landscape island shall be maintained in perpetuity by and at the expense of the association. Any change to the landscape island shall be approved by the association.

Outlots: The subdivision contains several outlot areas. 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-tenth (1/10th) 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 1/10th 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 1/10th 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 Griswold Engineering. 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 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.

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. Korndoerfer | 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. 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.

32. 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.

33. RESTRICTED/PROHIBITED VEHICULAR ACCESS

The following lots shall have restricted or prohibited vehicular access:

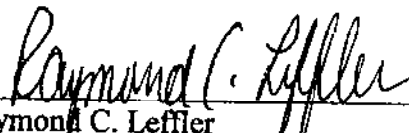
Lot 2 is prohibited direct vehicular access to Old Spring Street within thirty (30) feet of the Tall Oak Court right of way and is prohibited direct vehicular access to Tall Oak Court within thirty (30) feet of the Old Spring Street right of way.

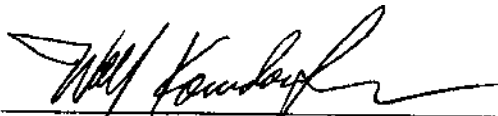
There shall be no direct vehicular access to Outlot 1 from Spring Street except for maintenance purposes only.


Lot 10 and Outlot 2 shall have access to Spring Street by means of one shared access point, said access point to be as shown on the final plat for Tall Oak Woods and is to be used as a private access for single-family purposes on Lot 10 and the maintenance of Outlot 2 only and such right shall continue only so long as the access point shall be used for said single-family residential and maintenance purposes.


IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 6th day of April, 2005.

Riversview Development L.L.C. - Developer


Raymond C. Leffler Member


Wolfgang E. Korndoerfer Member


Carl W. Korndoerfer Member

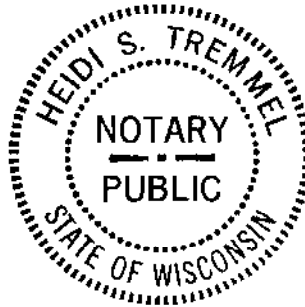

John R. Korndoerfer Member

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 6th day of April, 2005, 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
6949 Mariner Drive
Racine, WI 53406