


Document Number

Restrictive Covenants for
Pheasant Creek West
Merganser Addition
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Name and Return Address:
Mr. Donald E. Orth
6939 Mariner Drive
Racine, Wisconsin 53406

33-

(Refer to attached exhibit)

(Parcel Identification Number)

RESTRICTIVE COVENANTS
FOR
PHEASANT CREEK WEST MERGANSER ADDITION

Declaration of conditions, covenants, restrictions and easements regarding Pheasant Creek West Merganser Addition, Village of Mt. Pleasant, Racine County, Wisconsin.

This declaration is made by Emmertsen Creek Development, LLC, a Wisconsin limited liability company, hereinafter called "Developer", being the owner of certain real property in Racine County, Wisconsin.

WHEREAS, the 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 are included in the plat of Pheasant Creek West Merganser Addition; said lands being hereinafter referred to as the "Subdivision"; and,

WHEREAS, the 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, 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.

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 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 create 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 unless modified or terminated as provided for herein.

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 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 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 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.

C. The members of the initial Architectural Control Committee are:

Allen C. Orth
Donald E. Orth
Bruce D. Wiegmann
Dan LaPean

D. The address of the Architectural Control Committee is 6939 Mariner Drive, Racine, Wisconsin 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 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, 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.

5. DWELLING QUALITY

Residences shall have no more than two stories and shall include a full basement, provided, lots lying to the east of Sunnyslope Drive may, subject to approval by the Architectural Control Committee, be constructed slab on grade without the requirement of a basement. Except as hereinafter specified, the face of every outside wall of each residence in the Subdivision, including chimney chases, soffits and fascia, shall be constructed of brick, stone, cedar, hardy plank, steel, aluminum, vinyl or other material approved by the Architectural Control Committee. All residences shall have roofs constructed of wood shingles, 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. The front elevation of every residence shall include not less than 25% masonry materials unless otherwise approved by the Architectural Control Committee. The minimum floor areas for homes constructed in the Subdivision are as follows:

1 story (Ranch Style)	1500 sq. ft. minimum
2 story (Traditional)	2100 total sq. ft. minimum
1-1/2 story (Cape Cod/Contemporary)	2000 total sq. ft. minimum with a minimum of 1600 sq. ft. on the ground floor.

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. Notwithstanding the foregoing minimum floor areas, if in the opinion of the Architectural Control Committee a home

complies with the other requirements set forth in these restrictive covenants and conforms to the general plan for the Subdivision, the Architectural Control Committee may allow a variance in the minimum floor area not to exceed ten percent (10%) of the required minimum.

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 two (2) months after issuance of an occupancy permit for the residence and prior to any landscaping being installed on said lot. Adequate surface drainage shall be installed and evidence of substantial progress in carrying out the approved landscape plans shall be shown to said Architectural Control Committee within six (6) months after installation of curb and gutter. All surface drainage and finish grade elevations shall comply with the master grading and drainage plan for the Subdivision which has been filed with the Village of Mt. Pleasant.

7. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere within the buildable area of a lot as shown on the recorded plat of the Subdivision, 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. The minimum front yard setback shall be twenty-five feet (25') from the road right of way. The maximum front yard setback shall be thirty-five feet (35') from the road right of way. The minimum and maximum front yard setbacks specified in these restrictions do not supersede Section 2.4-2(4) front yard averaging and all applicable R75 zoning regulations. 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. Lots numbered 1, 8, 9 and 18 are prohibited direct vehicle access to Sunnyslope Drive and to Merganser Drive within thirty-five feet of the intersection of Merganser Drive and Sunnyslope Drive as measured from the road right-of-way(s). Lots 4, 5 and 6 have a minimum 100' residential dwelling rear yard setback as shown on the recorded plat.

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. 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 within six (6) months after installation of curb and gutter, 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.

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 electronic signals of any nature shall be installed on any lot, or attached to any structure on any lot, within the Subdivision unless the same is 18" or less in diameter and is screened from view.

10. HEDGES AND FENCES

A. No hedges over four (4) feet in height shall be permitted.

B. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a lattice 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 fencing. Storage of more than one (1) 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.

D. No fence shall be permitted to extend nearer to any street than the rear foundation line of the principal structure.

E. Fences or walls are prohibited except for purposes of decoration or as the same are required by the Village of Mt. Pleasant building code relative to the installation of a swimming pool. Any allowed fence must be low in profile, a maximum of four (4) feet in height, aesthetically pleasing and in keeping with the design and architectural style of the home. Any permitted fence or wall may not be located closer than ten (10) feet to any lot line. The location, design, construction and material for all fences or walls are subject to approval by the Architectural Control Committee.

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.

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 lot. 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. Finished grade of the garage floor of each house in the Subdivision shall not be less than eighteen (18) inches nor more than thirty-six (36) inches above the centerline grade of the public road on which said house fronts and shall conform to the master grading plan for the Subdivision on file 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.

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; and security service warning 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.

15. SWIMMING POOLS

Above ground swimming pools are specifically excluded. 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. No poolhouse shall exceed 8 feet by 10 feet in size and all such poolhouses shall be built of the same material and to the same architectural design as the accompanying house.

16. TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials which 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.

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, 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.

18. VEHICULAR STORAGE

No outdoor storage of boats, campers, trailers, snowmobiles, recreational vehicles, motorhomes, all-terrain vehicles or motorcycles is permitted. No motor vehicle may be parked or kept on any lot in the subdivision other than a private passenger automobile or light truck kept for personal use with a gross vehicle weight not in excess of 8000 pounds. No commercial vehicle may be parked or stored on any lot in the Subdivision unless the same is fully enclosed in a garage.

19. TEMPORARY STRUCTURES

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

20. 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.

21. YARD LAMP POST

The owner of each lot, upon construction of a residence thereon shall, at the time of construction, also erect and shall thereafter maintain on said lot an electric photocell yard lamp post located no closer than ten (10) feet from the front lot line and no further therefrom than twenty (20) feet. Each lamp post shall be of a design approved by the Architectural Control Committee.

22. ACCESSORY OR UTILITY BUILDINGS

No detached structure of any kind shall be permitted on any lot in the Subdivision except for the poolhouse described in Section 15 of these Restrictive Covenants. For purposes of these restrictive covenants, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be prohibited, provided that the location and design of such structure shall have been approved by the architectural control committee.

23. 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. Provided, Section 27 of these restrictive covenants may not be modified or amended without the written approval of the Village of Mt. Pleasant.

24. 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 these covenants and restrictions herein contained.

25. EASEMENTS

Easements are herewith reserved for installation and maintenance of utility lines as set forth on the recorded plat of the Subdivision.

26. FUTURE ROADWAY EXTENSIONS

Owners of lots in the Subdivision are hereby notified that Sunnyslope Drive will in the future be extended to service additional developments.

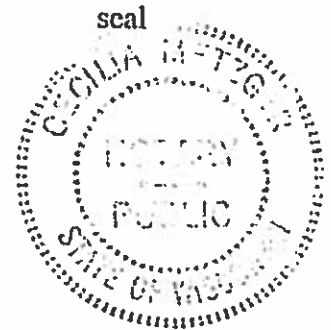
STATE OF WISCONSIN)
)
COUNTY OF RACINE)

ss.

Personally came before me this 2nd day of December, 2004 the above named Donald E. Orth and Bruce D. Wiegmann, to me known to be the persons and members who executed the foregoing instrument and acknowledged the same.

Cecilia Metzger

*
Notary Public - Racine County, Wisconsin
My commission expires: 7/20/08



Document drafted by: John U. Schneider - Attorney at Law

27. CUL-DE-SAC MAINTENANCE

A. The landscape island which is located within the cul-de-sac on Merganser Drive west of Sunnyslope Drive is a part of the public road right of way but shall be maintained by and at the expense of the owners of Lots 2, 3, 4, 5, 6 and 7. Any change to the landscape plan for the island shall be approved by the owners of all affected lots. Each indicated lot shall be liable for 1/6th of the cost of maintaining the landscape island.

B. The landscape island which is located within the cul-de-sac on Merganser Drive east of Sunnyslope Drive is a part of the public road right of way but shall be maintained by and at the expense of the owners of Lots 11, 12, 13, 14, 15, 16 and 17. Any change to the landscape plan for the island shall be approved by the owners of all affected lots. Each indicated lot shall be liable for 1/7th of the cost of maintaining the landscape island.

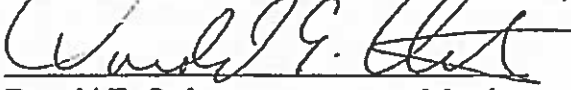
C. The island maintenance provisions set forth in this section are intended to be covenants running with the land into perpetuity, and the maintenance provisions shall not be affected by any subsequent termination of these restrictions.

28. 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 confirms in and grants to the Developer, its successors and assigns, the right of enforcement of this declaration as aforesaid.

IN WITNESS WHEREOF, Emmertsen Creek Development, LLC has caused these presents to be executed this 2nd day of December, 2004.

EMMERTSEN CREEK DEVELOPMENT, LLC


Donald E. Orth Member

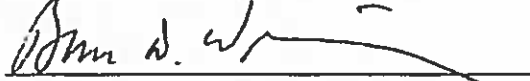

Bruce D. Wiegmann Member

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of Pheasant Creek West Merganser Addition being a part of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 3 North, Range 22 East, being a recorded Subdivision in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Parcel Numbers:

<u>Lot #</u>	<u>Tax Parcel #</u>
1	151-03-22-11-180-901
2	151-03-22-11-180-902
3	151-03-22-11-180-903
4	151-03-22-11-180-904
5	151-03-22-11-180-905
6	151-03-22-11-180-906
7	151-03-22-11-180-907
8	151-03-22-11-180-908
9	151-03-22-11-180-909
10	151-03-22-11-180-910
11	151-03-22-11-180-911
12	151-03-22-11-180-912
13	151-03-22-11-180-913
14	151-03-22-11-180-914
15	151-03-22-11-180-915
16	151-03-22-11-180-916
17	151-03-22-11-180-917
18	151-03-22-11-180-918

From: 151-03-22-11-180-997