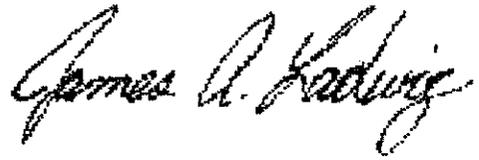


0000919

DOC # 2027328
Recorded
MAY 05, 2005 AT 03:20PM

**DECLARATION OF
RESTRICTIVE COVENANTS**



Declaration of Restrictive Covenants
regarding Maple Park in the Town of Caledonia, Racine
County, Wisconsin

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$35.00



To: Micheal D. Bannon
DeMark Kolbe & Brodek SC
PO Box 085009
Racine, WI 53408-5009

25-

SEE ATTACHED EXHIBIT "A"
Parcel Identification Number (PIN)

**DECLARATION OF RESTRICTIVE COVENANTS REGARDING
MAPLE PARK IN THE TOWN OF CALEDONIA,
RACINE COUNTY, WISCONSIN**

THIS DECLARATION for Maple Park is made by the undersigned, **Legacy D.C., Inc.**, a Wisconsin Corporation ("Developer") on this 5th day of May, 2005.

RECITALS

Developer, as owner of the property described on Exhibit A ("the Land") acting with the consent of the Town of Caledonia (the "Town") desires to impose these restrictions for the purpose of articulating a uniform set of standards for the development and maintenance of **Maple Park** as an attractive residential community.

STATEMENT

Developer, as the sole owner of the Property , hereby declares, imposes and restricts as follows:

ARTICLE 1

GENERAL PROVISIONS

1.1 **Definitions.** The following definitions shall be applicable to these restrictive covenants.

(a) **"Restrictive Covenants"** shall mean Declaration of Restrictive Covenants for Maple Park.

(b) **"Dwelling"** shall mean a building intended for use for human habitation.

(c) **"Improvements"** shall mean any and all of the following, regardless of whether permanent or temporary in nature or usage: buildings, outbuildings, sheds, exterior lighting or electric fixtures, antenna including dish receivers and towers, pools, pet kennels, houses or runs, screened or other type of porches, patios or gazebos, plantings, fences, patios and decks; or any material alteration to any of the foregoing.

(d) **"Landscaping"** shall mean the landscaping installed or remaining on a Lot during or following construction and shall include, without limitation, all vegetation, plantings, trees, shrubs and ground cover.

(e) "Lot" shall mean a portion of the Property identified as a Lot on the recorded plat of subdivision and intended for construction of a single-family dwelling thereon.

(f) "Owner" shall mean the person or persons, including any business organization, having the power to convey the fee simple title to a given Lot.

(g) "Subdivision" shall mean all the Land and any Improvements constructed thereon, all of which are intended to be subject to these Restrictive Covenants upon the platting.

1.2 General Purpose. The express purpose of these Restrictive Covenants is to help assure that the Subdivision will become and remain an attractive community; to preserve and maintain its natural beauty; to ensure the most appropriate development and improvement of each Lot; to guard against the erection of poorly designed or proportioned structures; to achieve harmonious use of materials and color schemes; and to encourage and secure the erection of attractive residential structures on each Lot in the Subdivision.

ARTICLE 2

RESTRICTIONS

2.1 Use Restrictions. Each Lot and Improvements located thereon shall be used exclusively for single-family residential purposes and natural resources protection, restoration and stewardship, and no other. Without limiting the foregoing, no commercial businesses may be operated out of any residence within the Subdivision.

2.2 Storm Water Drainage.

(a) **Lot Grading.** Each Owner, at the time of construction of the Dwelling, shall be responsible for grading his lot so as to comply with the master drainage plan for the Subdivision and to prevent an increase in drainage on to neighboring Lots. In addition, at the time of construction, erosion-control measures shall be installed and maintained according to the standards and specifications set forth in the Wisconsin Construction Site Best Management Practices Handbook and local ordinances.

(b) **Maintenance.** Each Owner, at the sole cost and expense of that Owner, shall permanently maintain all storm water drainage ditches and swales ("drainage facilities") located within the boundaries of that owner's lot. The drainage facilities shall be maintained so as to allow the free flow of surface water into, over, across and through the lot, all pursuant to the approved storm water drainage plan on file with the Town of Caledonia. All drainage facilities shall be maintained to the standards and specifications of the approved drainage plan.

(c) **Assessments.** In the event that the Town Board of the Town of Caledonia, in its sole discretion, finds that an Owner has failed to fulfill the maintenance obligations as stated herein and according to applicable ordinance, the Town of Caledonia may perform maintenance on the drainage facilities and shall then levy the cost thereof as a special assessment against the defaulting lot under the provisions of Sections 66.0627 and 66.0703 of the Wisconsin Statutes.

(d) **Right of Entry.** The Developer, its successors and assigns, herewith grant to the Town of Caledonia, its agents and employees, a perpetual easement to enter upon all lots in the Subdivision for the purposes of maintaining storm water drainage facilities and any other utility located thereon pursuant to the terms herein stated. The dimensions of the various easements are set forth on the recorded plat for the Subdivision.

2.3 Improvements Restrictions. All Improvements constructed within the Subdivision shall be subject to the following restrictions:

(a) All Dwellings and garages must be completed within one (1) year of commencement of construction and only one (1) Dwelling may be constructed on any Lot.

(b) All Landscaping must be completed within six (6) months after issuance of an occupancy permit for the Dwelling.

(c) All driveways shall be paved with a hard surface material (i.e., asphalt, concrete or brick) within six (6) months after issuance of an occupancy permit for the Dwelling.

(d) Landscaping shall be limited to indigenous plant species of local genetic origin defined as from an approximate 100-mile radius of the property.

(e) No satellite dish or antenna shall be visible from any roadway .

ARTICLE 3

OWNER MAINTENANCE

Each Owner shall maintain such Owner's Lot at the owner's sole expense. All buildings and Landscaping shall be kept in good repair and a clean condition, including, without limitation, the mowing of lawns, trimming of plants, stewardship of (indigenous) native plants and vegetation types, repainting and repair of structures, removal of snow and ice from drive and walk areas, repair and/or replacement of drive and walk surfaces and such other measures so as to maintain a clean and orderly environment within the Subdivision in accordance with the general purpose of these Restrictive Covenants. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or

other waste shall not be kept on a Lot, except in sanitary containers with no undue accumulation permitted. If any public sidewalks are extended through the Subdivision, each Lot Owner shall at its own expense keep the portion of such walkways adjacent to the Owner's Lot, free of snow and ice.

ARTICLE 4

MISCELLANEOUS

4.1 Term and Amendment. These Restrictive Covenants and all terms and conditions herein shall constitute covenants and restrictions running with the land described on Exhibit "A" forever and shall be binding upon all persons claiming an interest in a Lot.

These Restrictive Covenants may only be amended by the recording of an instrument executed by all (100%) of then current owners of Lots within the Subdivision. In ascertaining the number of Owners assenting to any amendment, an Owner will be entitled to one (1) vote for each Lot owned.

4.2 Acceptance. Each Owner by acceptance of a deed to a Lot shall be deemed to have approved and consented to be bound by these Restrictive Covenants and all terms, conditions and covenants as contained herein.

4.3 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgement or court order shall in no way affect any other provision, which other provisions shall remain in full force and effect.

4.4 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in Subdivision.

4.5 Developer's Reserved Rights. Developer hereby reserves the right to grant and convey easements to the Town or to any public or private utility company over, through, or across the portions of the Subdivision subject hereto, provided that no such grant shall unduly restrict the buildable area on any Lot. Such easements may include, without limitation, municipal water, sewer, gas, electric, cable television or any and all other utilities, including installations for purposes of facilitating drainage of storm or surface water. Each such easement may be granted by Developer in its own name without the consent and approval of any Owner until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision.

0000924

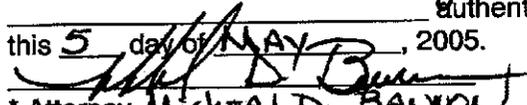
Executed at Racine County, Wisconsin, as of the day, month and year first above written.

LEGACY D.C., INC.

By: 
John Holding, President

AUTHENTICATION

Signature of John Holding
this 5 day of MAY, 2005. authenticated


* Attorney MICHAEL D. BANNON
TITLE: MEMBER STATE BAR OF WISCONSIN
This instrument was drafted by
Attorney Micheal D. Bannon
DeMark, Kolbe & Brodek, S.C.
P.O. Box 085009
Racine, WI 53408

0000925

From 004-04-23-28-046-000 & 004-04-23-28-045-000

Lot 1	004-04-23-28-045-010	Lot 37	004-04-23-28-045-370
Lot 2	004-04-23-28-045-020	Lot 38	004-04-23-28-045-380
Lot 3	004-04-23-28-045-030	Lot 39	004-04-23-28-045-390
Lot 4	004-04-23-28-045-040	Lot 40	004-04-23-28-045-400
Lot 5	004-04-23-28-045-050	Lot 41	004-04-23-28-045-410
Lot 6	004-04-23-28-045-060	Lot 42	004-04-23-28-045-420
Lot 7	004-04-23-28-045-070	Lot 43	004-04-23-28-045-430
Lot 8	004-04-23-28-045-080	Lot 44	004-04-23-28-045-440
Lot 9	004-04-23-28-045-090	Lot 45	004-04-23-28-045-450
Lot 10	004-04-23-28-045-100	Lot 46	004-04-23-28-045-460
Lot 11	004-04-23-28-045-110	Lot 47	004-04-23-28-045-470
Lot 12	004-04-23-28-045-120	Lot 48	004-04-23-28-045-480
Lot 13	004-04-23-28-045-130	Lot 49	004-04-23-28-045-490
Lot 14	004-04-23-28-045-140	Lot 50	004-04-23-28-045-500
Lot 15	004-04-23-28-045-150	Lot 51	004-04-23-28-045-510
Lot 16	004-04-23-28-045-160	Lot 52	004-04-23-28-045-520
Lot 17	004-04-23-28-045-170	Lot 53	004-04-23-28-045-530
Lot 18	004-04-23-28-045-180	Lot 54	004-04-23-28-045-540
Lot 19	004-04-23-28-045-190	Lot 55	004-04-23-28-045-550
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Lot 23	004-04-23-28-045-230	Lot 59	004-04-23-28-045-590
Lot 24	004-04-23-28-045-240	Lot 60	004-04-23-28-045-600
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Lot 27	004-04-23-28-045-270	Lot 63	004-04-23-28-045-630
Lot 28	004-04-23-28-045-280	Lot 64	004-04-23-28-045-640
Lot 29	004-04-23-28-045-290	Lot 65	004-04-23-28-045-650
Lot 30	004-04-23-28-045-300	Lot 66	004-04-23-28-045-660
Lot 31	004-04-23-28-045-310	Lot 67	004-04-23-28-045-670
Lot 32	004-04-23-28-045-320	Lot 68	004-04-23-28-045-680
Lot 33	004-04-23-28-045-330	Lot 69	004-04-23-28-045-690
Lot 34	004-04-23-28-045-340	Lot 70	004-04-23-28-045-700
Lot 35	004-04-23-28-045-350	Lot 71	004-04-23-28-045-710
Lot 36	004-04-23-28-045-360	Lot 72	004-04-23-28-045-720

0000926

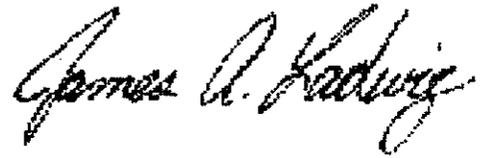
LEGAL DESCRIPTION

Located in part of the Southwest ¼ – Northwest ¼, and Part of Lot 4, CSM 1816, being part of the Southeast ¼ - Northwest ¼, all in Section 28, Township 4 North, Range 23 East, Town of Caledonia, Racine County, Wisconsin, more particularly described as follows: Commencing at the West ¼ corner of said Section 28, thence N 88°35'56"E along the south line of said SW-NW 543.01 feet to the Southeast corner of Wedgewood Addition No. 1 and the point of beginning; thence continuing N88°35'56"E along said south line 812.95 feet; thence N00°28'43"W 330.75 feet; thence S89°33'17"W 33.00 feet; thence N00°26'43"W 990.05 feet to the NE corner of said SW-NW; thence S66°34'02"W 822.82 feet to the Northeast corner of Wedgewood Park, thence S0°21'48"E 1109.72 feet to a point on a 748.89 foot radius curve concave north on the North R/W of Ellis Avenue, thence along the arc of said curve, the chord of which bears S89°50'04"E and measures 40.94 feet, thence S0°124'04"E 210.00 feet to the point of beginning.

0000542

DOC # 2029246
Recorded
MAY 18, 2005 AT 03:40PM

**AMENDMENT #1 TO
DECLARATION OF
RESTRICTIVE COVENANTS**



Amendment #1 to the Declaration of
Restrictive Covenants Regarding Maple Park in the Town
of Caledonia, Racine County, Wisconsin.

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$19.00



To: Micheal D. Bannon
DeMark Kolbe & Brodek SC
PO Box 085009
Racine, WI 53408-5009

19-

See Attached Exhibit "A"
Parcel Identification Number (PIN)

**AMENDMENT #1 TO THE DECLARATION OF RESTRICTIVE COVENANTS
REGARDING MAPLE PARK IN THE
TOWN OF CALEDONIA, RACINE COUNTY, WISCONSIN**

THIS AMENDMENT to the Declaration of Covenants Regarding Maple Park in the Town of Caledonia, Racine County, Wisconsin is made by the undersigned on this 18~~th~~ day of May, 2005.

RECITALS

A. The Legacy D.C., Inc., a Wisconsin corporation (the "Developer"), is the developer of the subdivision known as Maple Park in the Town of Caledonia, Racine County, Wisconsin (the "Subdivision"), which currently consists of the real estate described on Addendum "A" attached hereto and incorporated herein by reference.

B. The Subdivision is subject to a Declaration of Restrictive Covenants dated May 5, 2005 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on May 5, 2005 as Document No. 2027328 which is hereinafter referred to as the "Declaration".

C. The Developer now wishes to amend the Declaration to provide certain amendment restrictions as to storm water drainage.

NOW, THEREFORE, the Developer, Legacy D.C., Inc. does hereby amend the Declaration as follows:

1. **Recitals.** The Recitals from an integral part of this Amendment and are incorporated herein by reference.

2. **4.1 Term and Amendment.** The following paragraph shall be added as the final paragraph to section 4.1:

"Notwithstanding the forgoing, no provision, term or condition of these Restrictive Covenants as they relate to storm water drainage may be amended, revised or removed without the prior written consent of the Town of Caledonia."

3. **Reaffirmation.** Except as set forth in section 2 above, the remainder of the Declaration is hereby reaffirmed in its entirety.

0000545

From 004-04-23-28-046-000 & 004-04-23-28-045-000

Lot 1	004-04-23-28-045-010	Lot 37	004-04-23-28-045-370
Lot 2	004-04-23-28-045-020	Lot 38	004-04-23-28-045-380
Lot 3	004-04-23-28-045-030	Lot 39	004-04-23-28-045-390
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Lot 11	004-04-23-28-045-110	Lot 47	004-04-23-28-045-470
Lot 12	004-04-23-28-045-120	Lot 48	004-04-23-28-045-480
Lot 13	004-04-23-28-045-130	Lot 49	004-04-23-28-045-490
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Lot 26	004-04-23-28-045-260	Lot 62	004-04-23-28-045-620
Lot 27	004-04-23-28-045-270	Lot 63	004-04-23-28-045-630
Lot 28	004-04-23-28-045-280	Lot 64	004-04-23-28-045-640
Lot 29	004-04-23-28-045-290	Lot 65	004-04-23-28-045-650
Lot 30	004-04-23-28-045-300	Lot 66	004-04-23-28-045-660
Lot 31	004-04-23-28-045-310	Lot 67	004-04-23-28-045-670
Lot 32	004-04-23-28-045-320	Lot 68	004-04-23-28-045-680
Lot 33	004-04-23-28-045-330	Lot 69	004-04-23-28-045-690
Lot 34	004-04-23-28-045-340	Lot 70	004-04-23-28-045-700
Lot 35	004-04-23-28-045-350	Lot 71	004-04-23-28-045-710
Lot 36	004-04-23-28-045-360	Lot 72	004-04-23-28-045-720

ADDENDUM "A"LEGAL DESCRIPTION

Located in part of the Southwest ¼ – Northwest ¼, and Part of Lot 4, CSM 1816, being part of the Southeast ¼ - Northwest ¼, all in Section 28, Township 4 North, Range 23 East, Town of Caledonia, Racine County, Wisconsin, more particularly described as follows: Commencing at the West ¼ corner of said Section 28, thence N 88°35'56"E along the south line of said SW-NW 543.01 feet to the Southeast corner of Wedgewood Addition No. 1 and the point of beginning; thence continuing N88°35'56"E along said south line 812.95 feet; thence N00°28'43"W 330.75 feet; thence S89°33'17"W 33.00 feet; thence N00°26'43"W 990.05 feet to the NE corner of said SW-NW; thence S66°34'02"W 822.82 feet to the Northeast corner of Wedgewood Park, thence S0°21'48"E 1109.72 feet to a point on a 748.89 foot radius curve concave north on the North R/W of Ellis Avenue, thence along the arc of said curve, the chord of which bears S89°50'04"E and measures 40.94 feet, thence S0°124'04"E 210.00 feet to the point of beginning. As referenced in document # 1526645.

DOC # 2077017

Recorded

MAR. 21, 2006 AT 11:16AM

AMENDMENT #2 TO DECLARATION OF
RESTRICTIVE COVENANTS FOR
MAPLE PARK Document Title

Document Number

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$19.00



Recording Area

Name and Return Address:

19

Title West
N14 W24200 Tower Place Suite110
Waukesha, WI 53188

104-04-23-28-046-000

104-04-23-28-045-000 (2005)

Parcel Identification Number (PIN)

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

**AMENDMENT #2 TO DECLARATION OF RESTRICTIVE COVENANTS
FOR
MAPLE PARK**

This AMENDMENT #2 TO DECLARATION OF RESTRICTIVE COVENANTS is made this 20th day of March, 2006 by Maple Park, LLC, hereinafter "OWNER", the owner of all of the Lots in the subdivision known as the Maple Park Subdivision, in the Village of Caledonia, Racine County, Wisconsin, more particularly described on the attached Exhibit A.

A DECLARATION OF RESTRICTIVE COVENANTS applicable to the Maple Park Subdivision was dated May 5, 2005, and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on May 5, 2005, as Document Number 2027328, and amended by AMENDMENT #1 TO DECLARATION OF RESTRICTIVE COVENANTS dated May 18, 2005, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on May 18, 2005, as Document No. 2029246. OWNER, being the owner of all Lots in the Maple Park Subdivision, hereby further amends said DECLARATION OF RESTRICTIVE COVENANTS, as amended by AMENDMENT #1 TO DECLARATION OF RESTRICTIVE COVENANTS, as follows:

1. Section 2.1 (Use Restrictions) of the DECLARATION OF RESTRICTIVE COVENANTS is hereby deleted.
2. Section 2.3(e) of the DECLARATION OF RESTRICTIVE COVENANTS is hereby deleted.
3. The second paragraph of Section 4.1 of the DECLARATION OF RESTRICTIVE COVENANTS is hereby deleted and recreated to read as follows:

"Except as provided pursuant to AMENDMENT #1 TO DECLARATION OF RESTRICTIVE COVENANTS, this Declaration may be amended solely by OWNER as long as OWNER owns any lot in the subdivision. Then thereafter, any amendment to this DECLARATION OF RESTRICTIVE COVENANTS must be executed by the owners of at least sixty percent (60%) of the lots in the subdivision. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Racine County, Wisconsin. In the event there is more than one (1) owner of any lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such lot join in the execution of such amendment, unless such other owner or owners of said lot have recorded in the Office of the Register of Deeds for Racine County, Wisconsin, prior to the date of execution of such amendment by any

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1 THROUGH 72, IN MAPLE PARK, BEING A SUBDIVISION LOCATED IN PART OF THE SOUTHWEST $\frac{1}{4}$ - NORTHWEST $\frac{1}{4}$, AND PART OF LOT 4, CSM 1816, BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ - NORTHWEST $\frac{1}{4}$, ALL IN SECTION 28, T4N - R23E, TOWN OF CALEDONIA, RACINE COUNTY, WISCONSIN.

0000925

¹⁰⁴
From ~~004~~ 04-23-28-046-000 & ¹⁰⁴ ~~004~~ 04-23-28-045-000

Lot 1 ¹⁰⁴ 004-04-23-28-045-010	Lot 37 ¹⁰⁴ 004-04-23-28-045-370
Lot 2 ¹⁰⁴ 004-04-23-28-045-020	Lot 38 ¹⁰⁴ 004-04-23-28-045-380
Lot 3 ¹⁰⁴ 004-04-23-28-045-030	Lot 39 ¹⁰⁴ 004-04-23-28-045-390
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Lot 19 ¹⁰⁴ 004-04-23-28-045-190	Lot 55 ¹⁰⁴ 004-04-23-28-045-550
Lot 20 ¹⁰⁴ 004-04-23-28-045-200	Lot 56 ¹⁰⁴ 004-04-23-28-045-560
Lot 21 ¹⁰⁴ 004-04-23-28-045-210	Lot 57 ¹⁰⁴ 004-04-23-28-045-570
Lot 22 ¹⁰⁴ 004-04-23-28-045-220	Lot 58 ¹⁰⁴ 004-04-23-28-045-580
Lot 23 ¹⁰⁴ 004-04-23-28-045-230	Lot 59 ¹⁰⁴ 004-04-23-28-045-590
Lot 24 ¹⁰⁴ 004-04-23-28-045-240	Lot 60 ¹⁰⁴ 004-04-23-28-045-600
Lot 25 ¹⁰⁴ 004-04-23-28-045-250	Lot 61 ¹⁰⁴ 004-04-23-28-045-610
Lot 26 ¹⁰⁴ 004-04-23-28-045-260	Lot 62 ¹⁰⁴ 004-04-23-28-045-620
Lot 27 ¹⁰⁴ 004-04-23-28-045-270	Lot 63 ¹⁰⁴ 004-04-23-28-045-630
Lot 28 ¹⁰⁴ 004-04-23-28-045-280	Lot 64 ¹⁰⁴ 004-04-23-28-045-640
Lot 29 ¹⁰⁴ 004-04-23-28-045-290	Lot 65 ¹⁰⁴ 004-04-23-28-045-650
Lot 30 ¹⁰⁴ 004-04-23-28-045-300	Lot 66 ¹⁰⁴ 004-04-23-28-045-660
Lot 31 ¹⁰⁴ 004-04-23-28-045-310	Lot 67 ¹⁰⁴ 004-04-23-28-045-670
Lot 32 ¹⁰⁴ 004-04-23-28-045-320	Lot 68 ¹⁰⁴ 004-04-23-28-045-680
Lot 33 ¹⁰⁴ 004-04-23-28-045-330	Lot 69 ¹⁰⁴ 004-04-23-28-045-690
Lot 34 ¹⁰⁴ 004-04-23-28-045-340	Lot 70 ¹⁰⁴ 004-04-23-28-045-700
Lot 35 ¹⁰⁴ 004-04-23-28-045-350	Lot 71 ¹⁰⁴ 004-04-23-28-045-710
Lot 36 ¹⁰⁴ 004-04-23-28-045-360	Lot 72 ¹⁰⁴ 004-04-23-28-045-720

0000019

DOC # 2027165
Recorded
MAY 05, 2005 AT 10:11AM

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND JOINT**

WR NO. 60476

For good and valuable consideration which LEGACY DC, INC., hereinafter referred to as "grantor", owner of land, acknowledges receipt of, grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, WISCONSIN BELL, INC. D/B/A SBC WISCONSIN & TIME WARNER ENTERTAINMENT COMPANY, LP hereinafter referred to as "grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "easement areas".

The easement areas are described as strips of land varying in width being a part of the grantor's premises described as Lots 1-21, inclusive, Lots 23-72, inclusive, of Maple Park, a recorded subdivision located in the Northwest 1/4 of Section 28, Town 4 North, Range 23 East, Town of Caledonia, Racine County, Wisconsin.

The location of the easement areas with respect to the grantor's land are as shown on the attached drawings, marked Exhibit "A", and made a part of this document.

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$17.00



RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

See Next Page
(Parcel Identification Numbers)

17'

1. **Purpose:** The purpose of this easement is to install, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by grantee, all to transmit electric energy, signals, television and telecommunication services. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
4. **Elevation:** The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

0000020

Grantor:

LEGACY DC, INC.

By: Kathleen M. DeMatthew CPA
KATHLEEN M. DeMatthew

Title: CFO

~~By:~~ _____

~~Title:~~ _____

Acknowledged before me in RACINE County, State of Wisconsin, on September 23
2004, by KATHLEEN M DeMatthew, the Chief Financial Officer
~~and by~~ _____ ~~the~~ _____
of LEGACY DC, INC.

Marcia E. Braun
Signature Notary Public, State of Wisconsin

MARCIA E. Braun
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

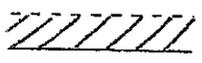
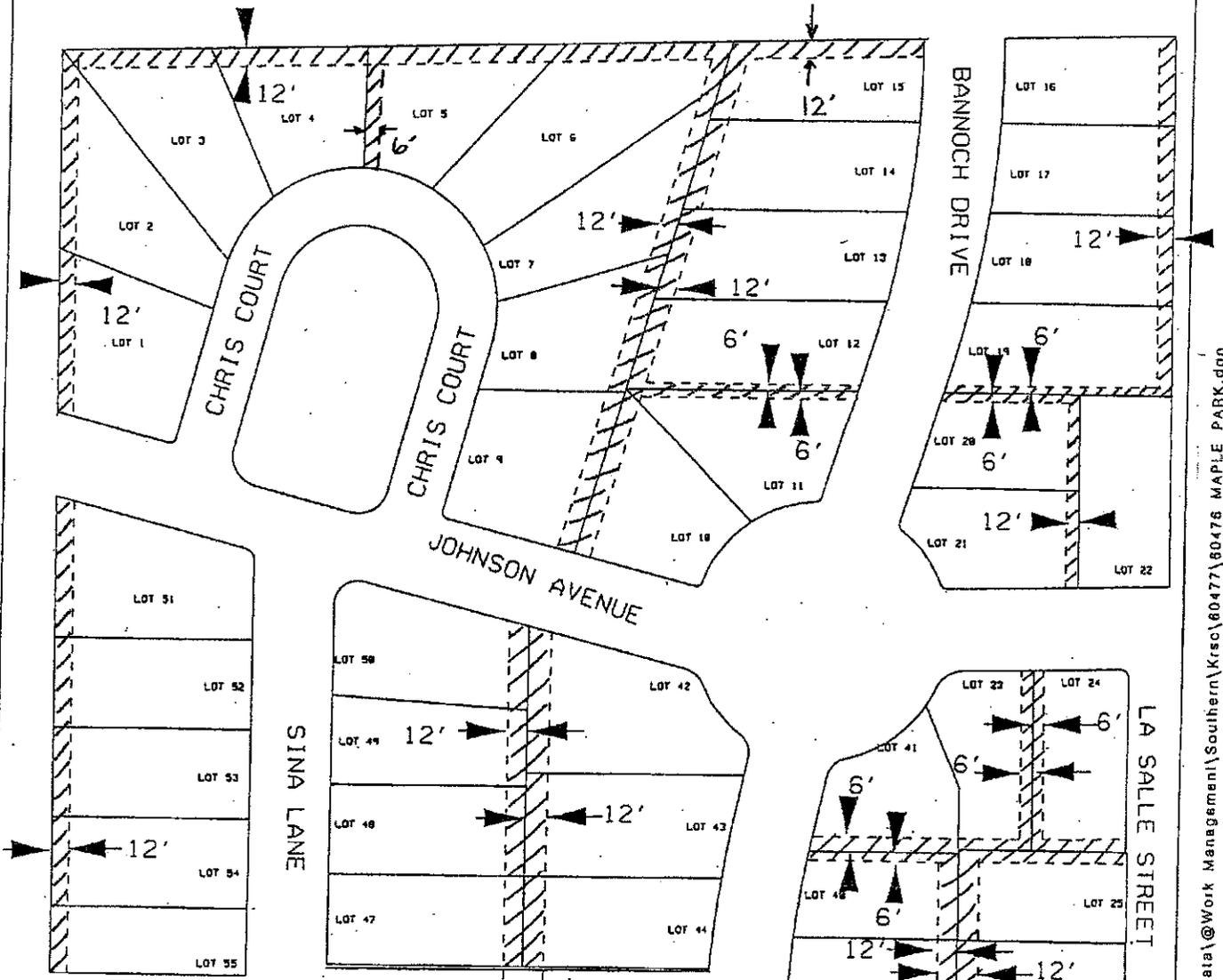
My commission expires 6-24-2007

Parcel Identification Numbers:

004-04-23-28-045-010 Through 004-04-23-28-045-210 ^{by} fens
AND
004-04-23-28-045-230 Through 004-04-23-28-
045-720 by fens

This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin, 53201.

0000021



EASEMENT AREA
SIZE AS SHOWN

EXHIBIT "A"



MAPLE PARK
NW 1/4 SEC 28, T4N, R23E
T/CALEDONIA RACINE CO.

DRAWN BY: R. HOOPER
DATE: JULY 27, 2004
IDO NUMBER: 60476
REVISIONS:
PG 1 OF 2

U:\Data\Work Management\Southern\Kres\60477\60476 MAPLE PARK.dgn
3:20:05 PM
0/27/2004

0000022

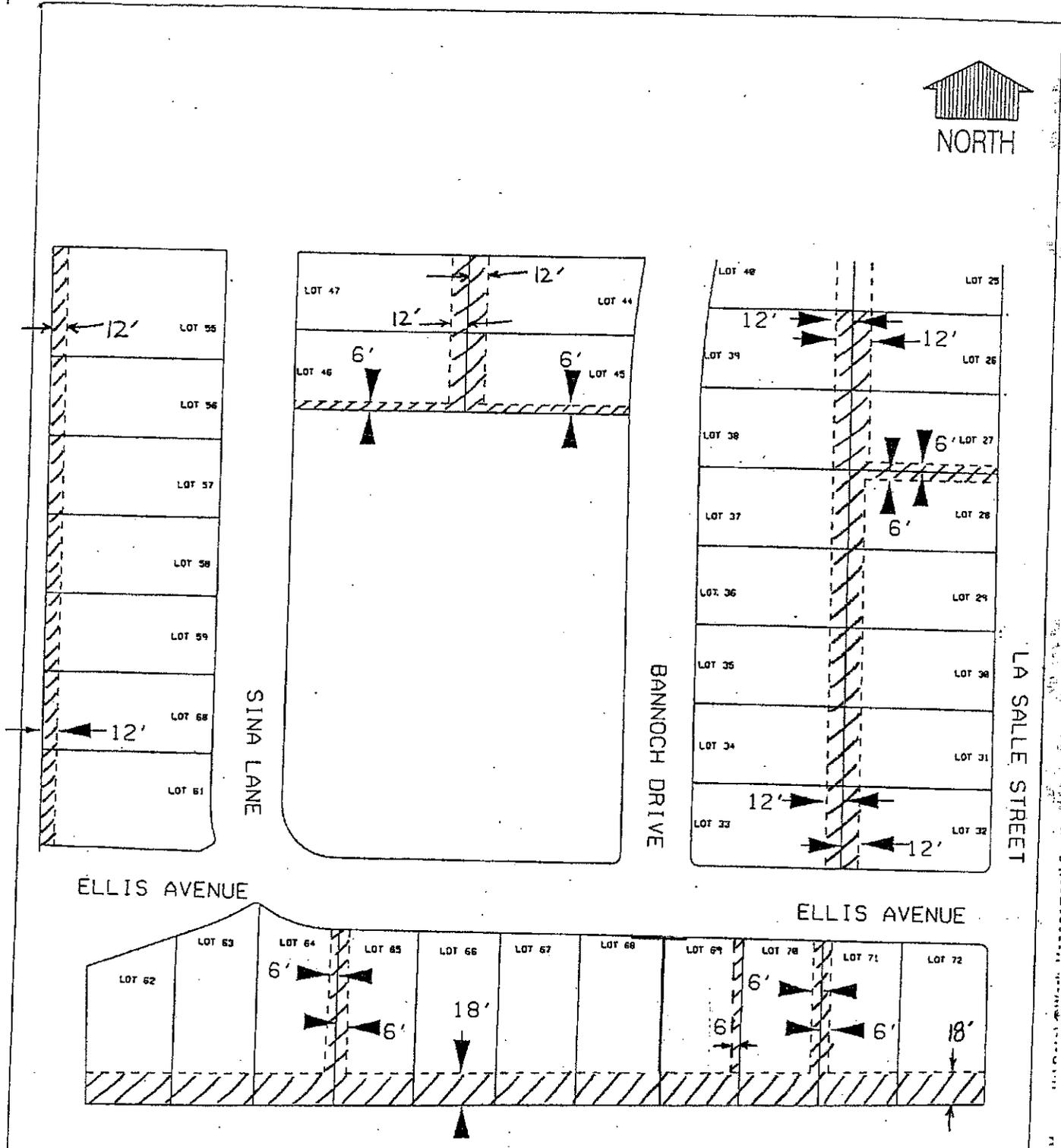


EXHIBIT "A"



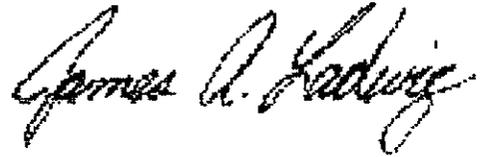
MAPLE PARK
 NW 1/4 SEC 28, T4N, R23E
 T/CALEDONIA RACINE CO

DRAWN BY: R. HOOPER
 DATE: JULY 27, 2004
 IDO NUMBER: 60476
 REVISIONS: PG 2 OF 2

0000289

DOC # 2060296
Recorded
NOV. 21, 2005 AT 05:18:00PM

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**



Memorandum of Development Agreement
regarding Maple Park Subdivision, Town of Caledonia,
Racine County, Wisconsin.

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$17.00



To: Micheal D. Bannon
DeMark Kolbe & Brodek SC
PO Box 085009
Racine, WI 53408-5009

See Attached Exhibit "A"
Parcel Identification Number (PIN)

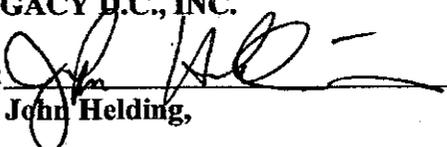
**EXHIBIT C
MEMORANDUM OF DEVELOPMENT AGREEMENT**

Pursuant to Title 14 of the Code of Ordinances for the Town of Caledonia, Wisconsin, Legacy D.C., Inc., a Wisconsin corporation, its successors and assigns (the "Subdivider"), has entered into an agreement with the Town of Caledonia, its successors and assigns (the "Town"), regarding the development of the plat of Maple Park subdivision located in the SW 1/4 and NW 1/4 and part of Lot 4, CSM 1816, being part of the SE 1/4 and NW 1/4, all in Section 28, T4N, R23E, in the Town of Caledonia, Racine County, Wisconsin, in the Town of Caledonia, Racine County, Wisconsin (the "Subdivision").

The Development Agreement defines the responsibilities of the Subdivider and the Town with respect to engineering, review and construction of infrastructure for the project, allocates financial responsibility for the project between the Subdivider and the Town, provides security to the Town for amounts due from the Subdivider with respect to the project, and provides for a dedicated park and improvements thereto.

A copy of said Agreement, which is incorporated herein by reference, is available for review and inspection at the office of the Town Clerk for the Town of Caledonia.

LEGACY D.C., INC.

By: 
John Holding,

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 6th day of JUNE 2005,
John Holding of Legacy D.C., Inc. to me known to be the person who executed the
foregoing instrument, and acknowledged the same as the act and deed of said company.


Notary Public, Racine County, WI
Print Name: Michael D. Bannon
My commission: is perm

This instrument was drafted by:
Elaine Sutton Ekes
State Bar. No. 1028252
Hostak, Henzl & Bichler, S.C.
840 Lake Ave.
Racine, WI 53403

0000291

From 004-04-23-28-046-000 & 004-04-23-28-045-000

Lot 1	004-04-23-28-045-010	Lot 37	004-04-23-28-045-370
Lot 2	004-04-23-28-045-020	Lot 38	004-04-23-28-045-380
Lot 3	004-04-23-28-045-030	Lot 39	004-04-23-28-045-390
Lot 4	004-04-23-28-045-040	Lot 40	004-04-23-28-045-400
Lot 5	004-04-23-28-045-050	Lot 41	004-04-23-28-045-410
Lot 6	004-04-23-28-045-060	Lot 42	004-04-23-28-045-420
Lot 7	004-04-23-28-045-070	Lot 43	004-04-23-28-045-430
Lot 8	004-04-23-28-045-080	Lot 44	004-04-23-28-045-440
Lot 9	004-04-23-28-045-090	Lot 45	004-04-23-28-045-450
Lot 10	004-04-23-28-045-100	Lot 46	004-04-23-28-045-460
Lot 11	004-04-23-28-045-110	Lot 47	004-04-23-28-045-470
Lot 12	004-04-23-28-045-120	Lot 48	004-04-23-28-045-480
Lot 13	004-04-23-28-045-130	Lot 49	004-04-23-28-045-490
Lot 14	004-04-23-28-045-140	Lot 50	004-04-23-28-045-500
Lot 15	004-04-23-28-045-150	Lot 51	004-04-23-28-045-510
Lot 16	004-04-23-28-045-160	Lot 52	004-04-23-28-045-520
Lot 17	004-04-23-28-045-170	Lot 53	004-04-23-28-045-530
Lot 18	004-04-23-28-045-180	Lot 54	004-04-23-28-045-540
Lot 19	004-04-23-28-045-190	Lot 55	004-04-23-28-045-550
Lot 20	004-04-23-28-045-200	Lot 56	004-04-23-28-045-560
Lot 21	004-04-23-28-045-210	Lot 57	004-04-23-28-045-570
Lot 22	004-04-23-28-045-220	Lot 58	004-04-23-28-045-580
Lot 23	004-04-23-28-045-230	Lot 59	004-04-23-28-045-590
Lot 24	004-04-23-28-045-240	Lot 60	004-04-23-28-045-600
Lot 25	004-04-23-28-045-250	Lot 61	004-04-23-28-045-610
Lot 26	004-04-23-28-045-260	Lot 62	004-04-23-28-045-620
Lot 27	004-04-23-28-045-270	Lot 63	004-04-23-28-045-630
Lot 28	004-04-23-28-045-280	Lot 64	004-04-23-28-045-640
Lot 29	004-04-23-28-045-290	Lot 65	004-04-23-28-045-650
Lot 30	004-04-23-28-045-300	Lot 66	004-04-23-28-045-660
Lot 31	004-04-23-28-045-310	Lot 67	004-04-23-28-045-670
Lot 32	004-04-23-28-045-320	Lot 68	004-04-23-28-045-680
Lot 33	004-04-23-28-045-330	Lot 69	004-04-23-28-045-690
Lot 34	004-04-23-28-045-340	Lot 70	004-04-23-28-045-700
Lot 35	004-04-23-28-045-350	Lot 71	004-04-23-28-045-710
Lot 36	004-04-23-28-045-360	Lot 72	004-04-23-28-045-720

0000292

LEGAL DESCRIPTION

Lots 1 through 72, Maple Park, located in part of the Southwest $\frac{1}{4}$ - Northwest $\frac{1}{4}$, and part of Lot 4, Certified Survey Map No. 1816, being part of the Southeast $\frac{1}{4}$ - Northwest $\frac{1}{4}$, all in Section 28, Township 4 North, Range 23 East, in the Town of Caledonia, County of Racine, State of Wisconsin, and Affidavit of Correction recorded on May 5, 2005, as Document No. 2027327.

DOC # 2077018

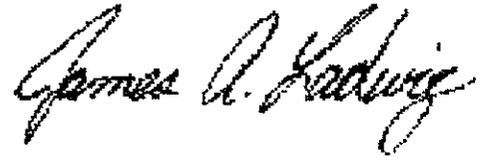
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MAR. 21, 2006 AT 11:22AM

DECLARATION OF RESTRICTIONS
FOR MAPLE PARK

Document Number

Document Title



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$33.00



Recording Area

Name and Return Address:

23

Title West
N14 W24200 Tower Place Suite110
Waukesha, WI 53188

104-04-23-28-046-000

104-04-23-28-045-000 (2005)

Parcel Identification Number (PIN)

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

**DECLARATION OF RESTRICTIONS
FOR
MAPLE PARK**

This Declaration is made this 20th day of March, 2006 by Maple Park, LLC, hereinafter the "Declarant".

WHEREAS, Declarant is the owner of all of the Lots in the subdivision known as the Maple Park Subdivision, in the Village of Caledonia, Racine County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Declarant desires to subject the residential lots in said Maple Park Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Declarant hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "Maple Park", "Maple Park Development" and "Subdivision", as used in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Maple Park will become and remain an attractive, quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of

surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Maple Park Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Declarant, and the Declarant shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as there remains any vacant Lot in the subdivision; thereafter, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any lot in Maple Park Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the lot owner as evidence of such approval. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the lot owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the lot owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All lots shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

It is specifically intended; by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved (conceptual or final) homes that will be in close visual proximity to the proposed residence.

The homes exterior siding shall consist of, vinyl siding, aluminum siding, cement board siding, natural stone, cultured stone, brick, Dryvit and/or stucco. Additional brick, stone, cultured stone/brick, Dryvit and/or stucco, may be required on other elevations of the home, at the sole discretion of the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of composite wood, cedar siding and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision. Aluminum or vinyl soffits and fascia may be allowed. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. The roofing of all dwellings shall consist of asphalt shingles, with a minimum 25-year warranty and in Weatherwood color only. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing

roof materials as may be available now or in the future, including but not limited to masonry and/or copper. The main portion of the roof shall have a minimum pitch of 6/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee.

If shutters are used, then the ACC may require them to be used on all elevations. Window wraps and window grids must be used on all windows unless architectural style and ACC allows the elimination of these features.

All homes shall include an attached garage with a minimum of 400 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage, which has an exterior appearance of having a capacity of more than 3 cars.

Storage sheds shall be allowed, but will be restricted to site built structures, on a permanent foundation. All storage sheds will be limited to no more than 250 square feet, and must be designed and built to appear substantially similar to the home on the property. No shed or outbuilding will be approved that does not appear to be substantially similar in color, roofing, roof pitch, siding materials and colors, door style and window type. Absolutely no prebuilt shed of any type will be allowed on any lot. Other types of outbuildings, such as pool equipment facilities may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No shed or outbuilding shall be constructed on any lot prior to the commencement of construction of the single-family residence on such lot. All lot owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Maple Park Subdivision shall have a minimum square footage of living space as follows:

- i. One-story houses shall have a minimum square footage of living space of not less than 1,400 square feet.
- ii. One and one-half story houses shall have a minimum square footage of living space of not less than 1,650 square feet total.
- iii. Two-story houses shall have a minimum square footage of living space of not less than 1,650 square feet total.
- iv. A Bi-level or Split-level house may be permitted or denied on any lot at the sole discretion of the Architectural Control Committee. Bi-level houses (2 levels), if permitted, shall have a minimum of 1,650 square feet of living space on the upper level. Split level houses (3 or more levels), if permitted, shall have a minimum of 1,650 square feet of living space total on the upper two levels.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls of above grade, finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be

counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

8. TREES

The lot owner is responsible for protecting and maintaining all trees installed by the Developer, including watering, mulching and fertilizing as needed. In the event the lot owner fails to properly protect and maintain said trees, the lot owner shall promptly replace any dead or dying tree, and shall continue to protect and maintain same. In the event the location of any such tree interferes with the lot owner's driveway location, the lot owner shall be responsible for moving such tree at the lot owner's expense.

9. BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific lot.

All lot setbacks shall be approved in writing by the Architectural Control Committee. The minimum setbacks for a Single – Family Residence shall be:

1. Twenty Five (25) feet from any abutting street right-of-way.
2. Seven and one half (7.5) feet from any side yard.
3. Twenty Five (25) feet from any rear yard.

Some lots within the subdivision will require homes to be constructed in predesignated building areas that are not in conformance with the standard setbacks. These building pads have been predetermined in order to facilitate subdivision drainage, and cannot be deviated upon without written permission from the Village of Caledonia engineering department.

If any lot owner desires to rotate its proposed single-family residence to face toward the corner of a lot, the Architectural Control Committee reserves the right to determine the street yard setbacks that the declarant believes to be most beneficial to the overall appearance of the subdivision.

The site plan for each lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee

10. DRIVEWAYS

The owner of each lot shall, within six (6) months of the date of issuance of an occupancy permit of a residence on a lot, install a hard surfaced concrete, brick or stone paver, or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

11. NUISANCES

No noxious or offensive activities shall be carried on upon any lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to: snowmobiles, trail bikes, travel trailers and campers, motor homes, and off road vehicles of any kind.

13. UTILITY RESTRICTIONS

All lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any lot between the utility companies' secondary pedestals and the buildings on any lots shall be paid by the owner of said lot.

14. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats and/or other customary household pets shall be permitted provided they are not raised, bred and/or kept for commercial purposes.

15. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than six square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Declarant or assigns in conjunction with initial lot sales in the subdivision, or one or more subdivision entrance signs erected by the Developer and/or the Declarant or assigns. a.

16. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a lot, the owner of each lot shall also maintain the lawn and yard area in front of the lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the lot line and the road, the lot owner shall keep this area free of debris and in all other ways properly maintained.

17. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, they shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

18. FENCES

It is the intention to preserve the open natural feeling of Maple Park Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. With regard to swimming pools, only fencing required to meet governmental regulations, will be permitted.

19. MAILBOX

Each lot shall have a uniform mailbox and newspaper box on a uniform post. The design and specifications of the mailbox, newspaper box and post, including size, style, color and materials, shall be such as is determined by the Architectural Control Committee, so that all mailboxes, newspaper boxes and posts have a uniform appearance throughout the subdivision. Purchasers of lots from the Declarant or assigns shall purchase the mailbox and mailbox post from the Declarant or assigns at time of closing. Declarant or assigns shall have the right to elect to install the mailboxes, newspaper boxes and posts, and to collect from lot owners, at closing on the lot sale, a reasonable charge for installing same. The lot owner shall be responsible for maintaining the mailbox, newspaper box and post in a first class condition at all times.

20. ELECTRIC LAMPPOST

At the time of construction of a residence, the owner of residence shall install, at the owner's expense, one (1) outdoor electric lamppost (the design and quality of which shall be specified by Declarant), with an unswitched photoelectric cell, at a location on the lot deemed appropriate to the subdivision, at the Declarant's discretion. The lamppost shall be maintained by the owner, at the owner's expense, in a proper operating manner.

21. EASEMENTS

As long as the Declarant owns any lot in the subdivision, the Declarant or assigns at its sole discretion, may grant, or authorize the Developer to grant, easements to the public utilities that will service the lots at Maple Park Subdivision.

22. SWIMMING POOLS AND HOT TUBS

Swimming pools and hot tubs shall be permitted, subject to the approval of the Architectural Control Committee, if they meet Village and County ordinances and specifications.

23. GOVERNMENT RESTRICTIONS

The Declarant, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the Village of Caledonia, Racine County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the Village of Caledonia, Racine County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

24. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended solely by the Declarant or assigns as long as the Declarant or assigns owns any lot in the subdivision. Then thereafter, any modification to this declaration setting forth said change, must be executed by the owners of at least sixty percent (60%) of the lots in the subdivision. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Racine County, Wisconsin. In the event there is more than one (1) owner of any lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such lot join in the execution of such amendment, unless such other owner or owners of said lot have recorded in the Office of the Register of Deeds for Racine County, Wisconsin, prior to the date of execution of such amendment by any other owner of such lot, a notice setting forth the fact that approval of any amendment on behalf of such lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Declarant to obtain the approval of any lot owner to make any amendment to this Declaration, which is expressly permitted by any provision of this Declaration to be made by Declarant alone.

25. ASSIGNMENT

Declarant may assign all Declarant's rights pursuant to this Declaration to one or more successors or assigns.

26. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Declarant or Assigns and/or by any lot owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Declarant or Assigns and/or by any lot owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Declarant or assigns undertake any enforcement action.

27. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats, but including any future amendments, modifications or re-numbering of that section).

28. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

29. DECLARATION OF RESTRICTIVE COVENANTS

In addition to the restrictions set forth in this Declaration, the lots in Maple Park Subdivision are subject to the DECLARATION OF RESTRICTIVE COVENANTS dated May 5, 2005, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on May 5, 2005, as Document Number 2027328, amended by AMENDMENT #1 TO DECLARATION OF RESTRICTIVE COVENANTS dated May 18, 2005, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on May 18, 2005, as Document No. 2029246, and amended by AMENDMENT #2 TO DECLARATION OF RESTRICTIVE COVENANTS dated March 20, 2006, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on March 21st, 2006, as Document No. 2072017, collectively referred to as the "Restrictive Covenants". In the event of a conflict between the provisions of this Declaration and the provisions of the Restrictive Covenants, the stricter provision shall apply.

Maple Park LLC, Declarant

By: [Signature]
Carl Tomich, Sole Member,

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this 20th day of March 2006, the above-named Carl P. Tomich, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
James A. Kirk, Notary Public, Waukesha County, WI
My commission expires March 29, 2009



Drafted by:
Attorney Daniel R. Heiden
State Bar No. 1017551
Heiden & Associates, S.C.
DRH031206

EXHIBIT A
LEGAL DESCRIPTION

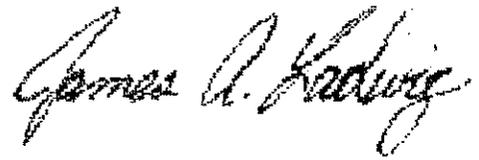
LOTS 1 THROUGH 72, IN MAPLE PARK, BEING A SUBDIVISION LOCATED IN PART OF THE SOUTHWEST $\frac{1}{4}$ - NORTHWEST $\frac{1}{4}$, AND PART OF LOT 4, CSM 1816, BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ - NORTHWEST $\frac{1}{4}$, ALL IN SECTION 28, T4N - R23E, TOWN OF CALEDONIA, RACINE COUNTY, WISCONSIN.

0000925

104
From 004-04-23-28-046-000 & 004-04-23-28-045-000

- Lot 1 104 004-04-23-28-045-010
- Lot 2 104 004-04-23-28-045-020
- Lot 3 104 004-04-23-28-045-030
- Lot 4 104 004-04-23-28-045-040
- Lot 5 104 004-04-23-28-045-050
- Lot 6 104 004-04-23-28-045-060
- Lot 7 104 004-04-23-28-045-070
- Lot 8 104 004-04-23-28-045-080
- Lot 9 104 004-04-23-28-045-090
- Lot 10 104 004-04-23-28-045-100
- Lot 11 104 004-04-23-28-045-110
- Lot 12 104 004-04-23-28-045-120
- Lot 13 104 004-04-23-28-045-130
- Lot 14 104 004-04-23-28-045-140
- Lot 15 104 004-04-23-28-045-150
- Lot 16 104 004-04-23-28-045-160
- Lot 17 104 004-04-23-28-045-170
- Lot 18 104 004-04-23-28-045-180
- Lot 19 104 004-04-23-28-045-190
- Lot 20 104 004-04-23-28-045-200
- Lot 21 104 004-04-23-28-045-210
- Lot 22 104 004-04-23-28-045-220
- Lot 23 104 004-04-23-28-045-230
- Lot 24 104 004-04-23-28-045-240
- Lot 25 104 004-04-23-28-045-250
- Lot 26 104 004-04-23-28-045-260
- Lot 27 104 004-04-23-28-045-270
- Lot 28 104 004-04-23-28-045-280
- Lot 29 104 004-04-23-28-045-290
- Lot 30 104 004-04-23-28-045-300
- Lot 31 104 004-04-23-28-045-310
- Lot 32 104 004-04-23-28-045-320
- Lot 33 104 004-04-23-28-045-330
- Lot 34 104 004-04-23-28-045-340
- Lot 35 104 004-04-23-28-045-350
- Lot 36 104 004-04-23-28-045-360
- Lot 37 104 004-04-23-28-045-370
- Lot 38 104 004-04-23-28-045-380
- Lot 39 104 004-04-23-28-045-390
- Lot 40 104 004-04-23-28-045-400
- Lot 41 104 004-04-23-28-045-410
- Lot 42 104 004-04-23-28-045-420
- Lot 43 104 004-04-23-28-045-430
- Lot 44 104 004-04-23-28-045-440
- Lot 45 104 004-04-23-28-045-450
- Lot 46 104 004-04-23-28-045-460
- Lot 47 104 004-04-23-28-045-470
- Lot 48 104 004-04-23-28-045-480
- Lot 49 104 004-04-23-28-045-490
- Lot 50 104 004-04-23-28-045-500
- Lot 51 104 004-04-23-28-045-510
- Lot 52 104 004-04-23-28-045-520
- Lot 53 104 004-04-23-28-045-530
- Lot 54 104 004-04-23-28-045-540
- Lot 55 104 004-04-23-28-045-550
- Lot 56 104 004-04-23-28-045-560
- Lot 57 104 004-04-23-28-045-570
- Lot 58 104 004-04-23-28-045-580
- Lot 59 104 004-04-23-28-045-590
- Lot 60 104 004-04-23-28-045-600
- Lot 61 104 004-04-23-28-045-610
- Lot 62 104 004-04-23-28-045-620
- Lot 63 104 004-04-23-28-045-630
- Lot 64 104 004-04-23-28-045-640
- Lot 65 104 004-04-23-28-045-650
- Lot 66 104 004-04-23-28-045-660
- Lot 67 104 004-04-23-28-045-670
- Lot 68 104 004-04-23-28-045-680
- Lot 69 104 004-04-23-28-045-690
- Lot 70 104 004-04-23-28-045-700
- Lot 71 104 004-04-23-28-045-710
- Lot 72 104 004-04-23-28-045-720

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$17.00



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**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
MAPLE PARK**

Maple Park, LLC, as the then Owner of all Lots in the Maple Park Subdivision, in the Village of Caledonia, Racine County, Wisconsin, executed, as Declarant, a DECLARATION OF RESTRICTIONS FOR MAPLE PARK (hereinafter the "Declaration of Restrictions"), dated March 20, 2006, and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on March 21, 2006, as Document No. 2077018. The legal description of the property subject to said Declaration is attached hereto as Exhibit A. Maple Park LLC desires to amend said Declaration of Restrictions.

Now Therefore, Maple Park, LLC, pursuant to the authority set forth in Section 24 of said Declaration of Restrictions, as Declarant, and as the present owner of more than 60% of the Lots in the Subdivision, hereby amends said Declaration of Restrictions as follows:

1. The last paragraph of Section 6 of the Declaration of Restrictions is hereby deleted and recreated to read as follows:

"Storage sheds shall be allowed on any Lot providing they are approved as to design, construction materials, location and landscaping by the Architectural Control Committee. All storage sheds are limited to no more than 250 square feet, and must be designed and built to be compatible with the design and construction materials of the house, including (but not limited to) such matters as style, color and roof pitch. Other types of outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, providing they are approved, as to design, location, materials and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All Lot Owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted unless, in addition to the required approval of the Architectural Control Committee, a building permit, and possibly a variance or conditional use permit, is obtained from the Village of Caledonia."

2. The content of Section 18 (Fences) is hereby deleted and recreated to read as follows:

"Barrier or containment fences may be erected in the rear yard of a residence providing approval is obtained from the Architectural Control Committee as to style, color and construction materials. The face of the fence shall face outward, and the side of

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1 THROUGH 72, IN MAPLE PARK, BEING A SUBDIVISION LOCATED IN PART OF THE SOUTHWEST $\frac{1}{4}$ - NORTHWEST $\frac{1}{4}$, AND PART OF LOT 4, CSM 1816, BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ - NORTHWEST $\frac{1}{4}$, ALL IN SECTION 28, T4N - R23E, VILLAGE OF CALEDONIA , RACINE COUNTY, WISCONSIN.

MAPLE PARK SUBDIVISION
VILLAGE OF CALEDONIA
RACINE COUNTY, WISCONSIN

FROM 104-04-23-28-045-010 THROUGH 104-04-23-28-045-720

LOT 1	104-04-23-28-045-010	LOT 38	104-04-23-28-045-380
LOT 2	104-04-23-28-045-020	LOT 39	104-04-23-28-045-390
LOT 3	104-04-23-28-045-030	LOT 40	104-04-23-28-045-400
LOT 4	104-04-23-28-045-040	LOT 41	104-04-23-28-045-410
LOT 5	104-04-23-28-045-050	LOT 42	104-04-23-28-045-420
LOT 6	104-04-23-28-045-060	LOT 43	104-04-23-28-045-430
LOT 7	104-04-23-28-045-070	LOT 44	104-04-23-28-045-440
LOT 8	104-04-23-28-045-080	LOT 45	104-04-23-28-045-450
LOT 9	104-04-23-28-045-090	LOT 46	104-04-23-28-045-460
LOT 10	104-04-23-28-045-100	LOT 47	104-04-23-28-045-470
LOT 11	104-04-23-28-045-110	LOT 48	104-04-23-28-045-480
LOT 12	104-04-23-28-045-120	LOT 49	104-04-23-28-045-490
LOT 13	104-04-23-28-045-130	LOT 50	104-04-23-28-045-500
LOT 14	104-04-23-28-045-140	LOT 51	104-04-23-28-045-510
LOT 15	104-04-23-28-045-150	LOT 52	104-04-23-28-045-520
LOT 16	104-04-23-28-045-160	LOT 53	104-04-23-28-045-530
LOT 17	104-04-23-28-045-170	LOT 54	104-04-23-28-045-540
LOT 18	104-04-23-28-045-180	LOT 55	104-04-23-28-045-550
LOT 19	104-04-23-28-045-190	LOT 56	104-04-23-28-045-560
LOT 20	104-04-23-28-045-200	LOT 57	104-04-23-28-045-570
LOT 21	104-04-23-28-045-210	LOT 58	104-04-23-28-045-580
LOT 22	104-04-23-28-045-220	LOT 59	104-04-23-28-045-590
LOT 23	104-04-23-28-045-230	LOT 60	104-04-23-28-045-600
LOT 24	104-04-23-28-045-240	LOT 61	104-04-23-28-045-610
LOT 25	104-04-23-28-045-250	LOT 62	104-04-23-28-045-620
LOT 26	104-04-23-28-045-260	LOT 63	104-04-23-28-045-630
LOT 27	104-04-23-28-045-270	LOT 64	104-04-23-28-045-640
LOT 28	104-04-23-28-045-280	LOT 65	104-04-23-28-045-650
LOT 29	104-04-23-28-045-290	LOT 66	104-04-23-28-045-660
LOT 30	104-04-23-28-045-300	LOT 67	104-04-23-28-045-670
LOT 31	104-04-23-28-045-310	LOT 68	104-04-23-28-045-680
LOT 32	104-04-23-28-045-320	LOT 69	104-04-23-28-045-690
LOT 33	104-04-23-28-045-330	LOT 70	104-04-23-28-045-700
LOT 34	104-04-23-28-045-340	LOT 71	104-04-23-28-045-710
LOT 35	104-04-23-28-045-350	LOT 72	104-04-23-28-045-720
LOT 36	104-04-23-28-045-360		
LOT 37	104-04-23-28-045-370		