DECLARATION OF RESTRICTIONS

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James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $41.00

Record this document with the Register of Deeds

Name and Return Address:
Attorney John U. Schneider
1254 West Boulevard
Racine, Wisconsin 53405

39

(Refer to attached exhibit)

(Parcel Identification Number)

Draft 10/23/06

RESTRICTIVE COVENANTS
FOR MARINER HEIGHTS

Declaration of conditions, covenants, restrictions and easements regarding Mariner Heights, being a subdivision located in the Village of Mt. Pleasant, Racine County, Wisconsin.

This declaration is made by Hartman/Jones Development, LLC ("Developer"), Brian Matsen and Julia Matsen, husband and wife, and Maggie Cobb, an umarried person, being the owners of certain real property in Racine County, Wisconsin, said owners being herein jointly referred to the "Declarants".

WHEREAS, the Declarants hold 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 Mariner Heights; 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 Declarants hereby impose upon the lands described in Exhibit A and known as Mariner Heights, 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 construction on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to assure the highest and best residential development of the property, to encourage and secure the construction of attractive buildings designed and built in accordance with a harmonious theme, to secure the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper setbacks from streets.

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:

Kenneth W. Hartman
Kevin S. Jones

D. The address of the Architectural Control Committee is 6921 Mariner Drive, Suite H, 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. The face of every outside wall of any residence, including chimney chases, shall be constructed of brick, stone, cedar, vinyl or other material approved by the Architectural Control Committee. Not less than 25% of the front of each home shall be finished with brick. All residences shall have roofs constructed of wood shingles, dimensional asphalt or fiberglass shingles, tile, slate or other material approved by the Architectural Control Committee with not less than a 6" to 12" (6/12) pitch. Every residence hereafter erected shall have minimum floor area as follows:

Single Family Homes:

1 story (Ranch Style)	1500 sq. ft. minimum
2 story (Traditional)	1700 total sq. ft. minimum
1-1/2 story (Cape Cod/Contemporary)	1700 total sq. ft. minimum

Duplex Buildings:

1 Bedroom	650 square feet per unit
2 Bedroom	900 square feet per unit
3 Bedroom	1000 square feet per unit

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. The purchaser of each lot acknowledges that municipal zoning ordinances may supersede the size restrictions contained in these private restrictions.

6. LANDSCAPE ARCHITECTURAL CONTROL

Landscaping, sidewalks and driveways on each lot shall be completed within twelve (12) months after an occupancy permit is issued for the residential dwelling on that lot.

7. BUILDING LOCATION / ACCESS

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures. No portion of any structure erected upon any corner lot in the Subdivision may be located nearer than twenty-five (25) feet from the lot line adjacent to the street located at the side of such building. **All structures shall be erected in compliance with Village of Mt. Pleasant building code restrictions and minimum set back requirements in force at the time of construction. Owners are directed to review the proposed location of each structure with the Village of Mt. Pleasant prior to commencement of construction**.

A. Lot 6 and Lot 18 are prohibited direct vehicular access to Mariner Drive.

B. Lot 18 is prohibited direct vehicular access to Kinzie Avenue within 35 feet of the right of way of Mariner Drive and within 18.53 feet of the right of way of Century Way (private roadway easement).

C) Lot 6 is prohibited direct vehicular access to Kinzie Avenue within 110 feet of the intersection Mariner Drive and Kinzie Avenue .

D) Lot 17 is prohibited direct vehicular access to Kinzie Avenue within 20 feet of the right of way of Century Way (private roadway easement) and Lot 17 is prohibited direct vehicular access to Century Way (private roadway easement) within 30 feet of the right of way of Kinzie Avenue.

E) Lot 8 and Lot 15 are prohibited direct vehicular access to Kinzie Avenue within 30 feet of the right of way of Langdon Court (private roadway easement), and Lot 8 and Lot 15 are prohibited direct vehicular access to Langdon Court (private roadway easement) within 30 feet of the right of way of Kinzie Avenue.

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 one (l) year after issuance of the occupancy permit for a building site, be surfaced with concrete, blacktop, brick or other hard surface material acceptable to the Architectural Control Committee. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and walkways.

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. Subject to applicable Federal regulations, exterior antenna, satellite dish receivers, or other similar device or structure for the transmission or reception of electronic signals of any nature shall be allowed on any lot within the Subdivision only in areas designated by the Architectural Control Committee. Any such exterior antenna, satellite dish receiver or similar device shall not exceed twenty-eight inches (28") in diameter and shall not be visible from any roadway within the subdivision.

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 allowed with the pre-approval of the Architectural Control Committee. Any allowed fence must be low in profile, a maximum of four feet (4') in height, aesthetically pleasing and in keeping with the design and architectural style of the home. Any permitted fence or wall must be in complete compliance with the Code of Ordinances for the Village of Mt. Pleasant. 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. All ordinances of the Village of Mt. Pleasant relating to pets, nuisances, pet structural facilities and clean up must be followed. No owner, guest or tenant shall allow the breeding and sale of any animals in any unit or outbuilding. **Additionally, no owner shall keep, own, maintain or possess on the premises any of the following dogs: Akita, American Staffordshire Terrier (Pit Bull); Chow; Presa; Canario; Rottweiler; Shar-Pei; wolf hybrid or any dog that has a previous bite history.**

12. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to l) 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 (l) vertical foot within twenty (20) feet of any lot line. The finish grade for each lot shall conform to the master grading plan on record with the Village of Mt. Pleasant. No sod, gravel, sand or soil may be removed from any lot except in connection with the construction of any building upon said lot and then only so much as is necessary and essential in the furtherance of such construction. Under no circumstances, shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

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

Swimming pools are allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Village of 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 l2 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 (l) 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: l) 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 vehicle which is licensed by the State of Wisconsin as an automobile.

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. Curbside refuse collection for Lots 1, 2, 3, 4, 5, 6, 7, 8, 15, 16, 17 and 18 will be available within the right of way of Kinzie Avenue. Shared refuse collection points for Lots 9, 10, 11, 12, 13, 14, and 19 will be established by the Developer and will be located within designated easement areas within the Subdivision.

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 then ten (l0) 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

Detached structures shall be permitted on any lot in the Subdivision with the approval of 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. Notwithstanding the foregoing, Sections 2, 5, 7, 23, 26 and 27 may not be modified without the prior 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 reserved for installation and maintenance of utility lines as set forth on the recorded plat of the Subdivision and in separate easement documents. The Developer reserves the right to record separate utility and roadway easements to provide service and access to the lots in the Subdivision.

26. STORM WATER DETENTION BASIN

A. Outlot 2 has been reserved by the Developer as a storm water management area for the Subdivision. The Developer will construct a retention/detention pond and associated improvements within the storm water management area in order to receive waters from the Subdivision. Maintenance of the storm water management area, pond, and associated storm water drainage facilities shall be the responsibility of the Owners Association. Outlot 2 of the Subdivision shall be owned in undivided shares by the owners of each lot in the Subdivision. Any future transfer of a lot in the Subdivision, shall include the undivided interest in Outlot 2.

B. The maintenance obligations created hereunder shall be perpetual and shall be altered or terminated only with the written consent of the members of the Owners Association and the Village Board of the Village of Mt. Pleasant, Racine County, Wisconsin.

C. The Association, at its sole cost and expense, shall maintain the storm water management area, the retention/detention pond and associated improvements in perpetuity and shall assure that the pond and sediment storage volumes are maintained to the standards set forth in the storm water drainage plans approved by the Village of Mt. Pleasant. The pond and all drainage facilities shall be maintained so as to allow the free flow of surface water into, over, across and through Outlot 2.

D. In the event the Village of Mt. Pleasant, in its sole discretion, finds that the Association has failed to fulfill its maintenance obligations as stated herein (after not less than 30 days notice giving the Association an opportunity to cure its default), the Village may cause maintenance of the retention/detention pond and associated improvements to be performed and shall levy the cost thereof as a special assessment equally against all lots in the Subdivision under the provisions of

COMMITMENT FOR TITLE INSURANCE

Issued by Lawyers Title Insurance Corporation

LandAmerica Lawyers Title

Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.

LAWYERS TITLE INSURANCE CORPORATION , a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate Six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

LAWYERS TITLE INSURANCE CORPORATION

Attest: Secretary

SEAL — LAWYERS TITLE INSURANCE CORPORATION — NEBRASKA

By: President

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

EXHIBIT D

NM
&B

Nielsen Madsen & Barber, S.C.
Consulting Civil Engineers

Established 1954

1339 Washington Avenue
P.O. Box 188
Racine, Wisconsin 53401-0188
Phone 262/634-5588
Fax 262/634-5024
nmb@nmbsc.net

Walter R. Madsen, P.E., R.L.S.
President
James D. Barber, P.E.
Vice-President

Mark R. Madsen, P.E., R.L.S.
James E. Robinson, R.L.S.
Frank T. Hueller, R.L.S.
Mark D. Eberle, P.E.

August 22, 2006

Project 2005.362 Mariner Heights

Metes and Bounds of Langdon Court

That part of Mariner Heights, a recorded subdivision of part of the Northeast ¼ of Section 14, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin, described as follows: Begin at the Northwest corner of Lot 8 of said Mariner Heights; run thence N89°24'10"E 13.00 feet along the South line of Kinzie Avenue; thence S01°44'21"E 242.44 feet to the point of curvature of a curve of Southwesterly convexity whose radius is 40.00 feet and whose chord bears S30°44'11"E 38.78 feet; thence Southeasterly 40.49 feet along the arc of said curve to the point of curvature of a cul de sac curve whose radius is 60.00 feet and whose chord bears S88°15'39"W 63.60 feet; thence Southerly, Westerly and Northerly 309.96 feet along the arc of said curve to the point of curvature of a curve whose radius is 40.00 feet and whose chord bears N27°15'29"E 38.78 feet; thence Northerly 40.49 feet along the arc of said curve; thence N01°44'21"W 242.96 feet to the South line of Kinzie Avenue; thence N89°24'10"E 13.00 feet along the South line of Kinzie Avenue to the point of beginning. Containing 18,484 square feet.

James E. Robinson

WISCONSIN
JAMES E. ROBINSON
S-1283
RACINE, WI
LAND SURVEYOR

EXHIBIT C

NM
&B

Nielsen Madsen & Barber, S.C.
Consulting Civil Engineers

Established 1954

1339 Washington Avenue
P.O. Box 188
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Vice-President

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James E. Robinson, R.L.S.
Frank T. Hueller, R.L.S.
Mark D. Eberle, P.E.

August 22, 2006

Project 2005.362 Mariner Heights

Metes and Bounds of Century Way

That part of Mariner Heights, a recorded subdivision of part of the Northeast ¼ of Section 14, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin, described as follows: Begin at the Northwest corner of Lot 17 of said Mariner Heights; run thence S01°44'21"E 470.61 feet; thence S89°24'59"W 45.00 feet; thence N01°44'21"W 477.80 feet to the Westerly line of Kinzie Avenue; thence S25°30'56"E 7.96 feet to the Southerly line of Kinzie Avenue; thence N89°24'10"E 41.80 feet along said South line to the point of beginning. Containing 21,184 square feet.

James E Robinson

WISCONSIN
JAMES E. ROBINSON
S-1283
RACINE, WI
LAND SURVEYOR

DOC # 2107710
Recorded
OCT. 31, 2006 AT 02:22PM

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $27.00

25

DECLARATION OF EASEMENT
PRIVATE ROADWAYS

This Declaration of Easement is made this 27th day of October , 2006, by **Hartman-Jones Development, LLC**, a Wisconsin Limited Liability Company, hereinafter referred to as "Developer" , and **Brian Matsen and Julia Matsen**, husband and wife, hereinafter jointly referred to as "Matsen"

WITNESSETH:

Refer to Exhibit A for Tax Parcel Identification
Return to: Attorney John U. Schneider
1254 West Blvd
Racine, Wisconsin 53405

Hartman-Jones is the owner of certain lands lying and being in the Village of Mt. Pleasant, Racine County, Wisconsin, which lands are more fully described in Exhibit A attached to this Declaration and incorporated by reference herein; said lands being hereinafter referred to as "the Hartman-Jones Parcels".

Matsen is the owner of certain lands lying and being in the Village of Mt. Pleasant, Racine County, Wisconsin, which lands are more fully described in Exhibit B attached to this Declaration and incorporated by reference herein; said lands being hereinafter referred to as "the Matsen Parcel".

Hartman-Jones is the Developer of a residential subdivision known as Mariner Heights, located in the Village of Mt. Pleasant, Racine County, Wisconsin. Access from Kinzie Avenue to lots numbered 9, 10, 11, 12, 13, 14, and 19 of Mariner Heights is provided by a private roadway known as Langdon Court, and a private roadway known as Century Way, which private roadways are located as shown on the recorded plat of Mariner Heights. Access from Kinzie Avenue to lots numbered 8, 15, and 17 of Mariner Heights may be provided by a private roadway known as Langdon Court, and a private roadway known as Century Way, which private roadways are located as shown on the recorded plat of Mariner Heights.

The parties hereto have agreed to grant and dedicate an easement over and across a portion of the Hartman-Jones Parcel and the Matsen Parcel for the use and benefit of Lots 8, 9, 10, 11, 12, 13, 14, 15, 17, 18 and 19 of Mariner Heights (together the "Benefitted Lots") and the owners thereof, for purposes of construction, maintenance and use of the private roadways known as Langdon Court and Century Way, all as shown on the recorded plat of Mariner Heights.

NOW THEREFORE, for valuable consideration, it is declared as follows:

1. The foregoing recitals are true, correct and complete, and are incorporated into this Declaration by reference.

2. A permanent easement for the use and benefit of each Benefitted Lot and the owners thereof, is hereby declared and created over, across and upon those portions of the Hartman-Jones Parcel and the Matsen Parcel (together the "easement areas") which are described as set forth in Exhibit C and Exhibit D, each of which exhibits are attached hereto and incorporated by reference herein. The Easement Areas and the private roadways located therein are located as set forth on the recorded plat of Mariner Heights. Pursuant to this Declaration of Easement, the then owners of each Benefitted Lot, their heirs, successors and assigns shall have the right to enter upon the easement areas and to use the same, in common with the owners of all other Benefitted Lots and the owners thereof, for ingress and egress to and from Kinzie Avenue, together with the right to enter upon the easement areas for purposes of maintenance thereof.

3. The owners of all Benefitted Lots shall be jointly responsible for all costs associated with the maintenance of Langdon Court, Century Way, and the easement areas, including without limitation, snow removal, resurfacing and shouldering. The owners of each Benefitted Lot, acting through the Mariner Heights Owner's Association, shall at all times keep Langdon Court, Century Way and the easement areas in good order and repair, free from accumulations of snow and ice. The surface grade of the easement areas shall be maintained at the grade approved by the Village of Mt. Pleasant as specified in the approved roadway and grading plan for Mariner Heights. All surface damage resulting from weather or use shall be promptly repaired. Each Benefitted Lot and its owner(s) shall be liable for one-eleventh (1/11) of all costs related to maintenance of Langdon Court, Century Way and the easement areas. In the event that a lot owner ("defaulting owner") shall not pay his share of the maintenance costs at the time the same are billed by the Owners Association, the Owners Association shall have the right to recover such costs from the defaulting owner by legal action; and shall further have the right to the recover interest thereon at the then current prime rate of interest as published in The Wall Street Journal, plus two percent (2%); all costs associated with the collection action; and actual attorney's fees.

4. The owners of each Benefitted Lot shall use Langdon Court, Century Way and the easement areas for access only, and shall not impair the rights of others to use it, and shall not otherwise obstruct passage over the easement areas. Langdon Court, Century Way and the easement areas shall not be used for parking. No lot owner shall have liability for any damage resulting from an exercise of the rights granted by this instrument or the use of Langdon Court, Century Way or the easement areas by any other owner, or the tenants, invitees, successors or assigns of such owner. By acceptance of a deed to a Benefitted Lot, the owner of the Benefitted Lot agrees to indemnify and hold harmless every other Benefitted Lot, and its owner(s), from and against any loss or damage resulting from the use of Langdon Court, Century Way or the easement areas by that owner, or the tenants, invitees, successors or assigns of that owner.

5. This Declaration shall be construed as a covenant running with the land and the easement rights and covenants created by the terms of this Declaration shall be permanent in nature and shall be binding upon the owners of each Benefitted Lot, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed on the day and date first above written.

Brian Matsen

Julia Matsen

Hartman-Jones Development, LLC

By: _____
Kevin Jones Member

By: _____
Kenneth Hartman Member

Drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

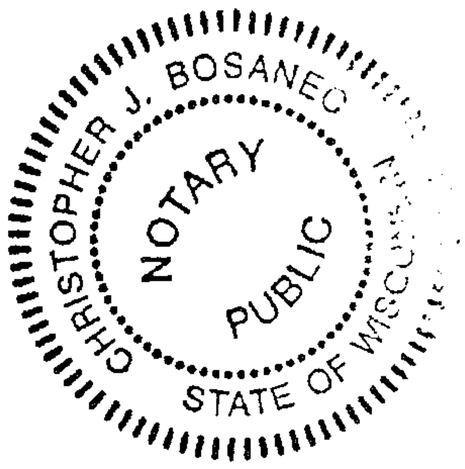
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) **ss.**
COUNTY OF RACINE)

Personally came before me this 27 day of October, 2006, the above named Brian Matsen and Julia Matsen, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My commission expires: Jan 20, 2008



STATE OF WISCONSIN)
) **ss.**
COUNTY OF RACINE)

Personally came before me this 27 day of October, 2006, the above named Kevin Jones and Kenneth Hartman, to me known to be the persons and Members who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My commission expires: Jan 20, 2008

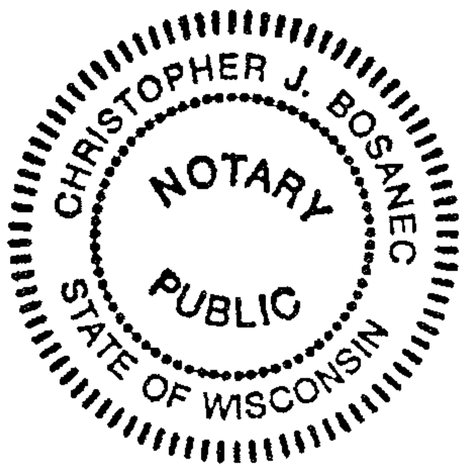


Exhibit A
(Hartman-Jones Parcel)

Lots 8, 9, 10, 12, 13, 14, 15, 17, 18, 19 of Mariner Heights, being a recorded plat in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Parcel ID: 51-151-03-22-14-029-080
51-151-03-22-14-029-090
51-151-03-22-14-029-100
51-151-03-22-14-029-120
51-151-03-22-14-029-130
51-151-03-22-14-029-140
51-151-03-22-14-029-150
51-151-03-22-14-029-170
51-151-03-22-14-029-180
51-151-03-22-14-029-190

Exhibit B
(Matsen Parcel)

Lot 11 of Mariner Heights, being a recorded plat in the Village of Mt. Pleasant, Racine County, Wisconsin

Tax Parcel ID: 51-151-03-22-14-029-110

DECLARATION OF EASEMENT
TRASH COLLECTION

This Declaration of Easement is made this 27th day of October, 2006, by **Hartman-Jones Development, LLC**, a Wisconsin Limited Liability Company, hereinafter referred to as "Developer"

DOC # 2107708
Recorded
OCT. 31, 2006 AT 02:20PM

Refer to Exhibit A for Tax Parcel Identification
Return to: Attorney John U. Schneider
1284 West Blvd
Racine, Wisconsin 53405

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $23.00

WITNESSETH:

Hartman-Jones is the Developer of a residential subdivision known as Mariner Heights, located in the Village of Mt. Pleasant, Racine County, Wisconsin, and is currently the owner of the Hartman-Jones Parcels (the "Hartman-Jones Parcels") which are described in Exhibit A which is attached to this instrument and incorporated by reference herein.

The Village of Mt. Pleasant will not provide curb-side waste collection for various lots in Mariner Heights, but rather requires that the trash from these lots be placed at a common collection point for pickup by the municipal waste removal contractor.

Hartman-Jones has agreed to grant and dedicate an easement over and across a portion of the Hartman-Jones Parcels for the use and benefit of various lots in Mariner Heights (together the "Benefitted Lots") and the owners thereof, for purposes of maintenance and use of two common waste collection points. The Benefitted Lots are described in Exhibit B which is attached hereto and incorporated by reference herein.

NOW THEREFORE, for valuable consideration, it is declared as follows:

1. The foregoing recitals are true, correct and complete, and are incorporated into this Declaration by reference.

2. A permanent easement for the use and benefit of each Benefitted Lot and the owners thereof, is hereby declared and created over, across and upon those portions of the Hartman-Jones Parcels (together the "easement areas") which is described as set forth in Exhibit C, said exhibit being attached hereto and incorporated by reference herein. Pursuant to this Declaration of Easement, the then owners of each Benefitted Lot, their heirs, successors and assigns shall have the right to enter upon the easement areas and to use the same, in common with the owners of all other Benefitted Lots and the owners thereof, as a shared trash collection point.

3. The owners of all Benefitted Lots shall be jointly responsible for all costs associated with the maintenance of the easement areas. The owners of each Benefitted Lot, acting through the Mariner Heights Owner's Association, shall at all times keep the easement areas in good order and repair. Each Benefitted Lot and its owner(s) shall be liable for one-seventh (1/7) of all costs related to maintenance of the easement areas. In the event that a lot owner ("defaulting owner") shall not pay his share of the maintenance costs at the time the same are billed by the Owners Association, the Owners Association shall have the right to recover such costs from the defaulting owner by legal action; and shall further have the right to the recover interest thereon at the then current prime rate of interest as published in The Wall Street Journal, plus two percent (2%); all costs associated with the collection action; and actual attorney's fees.

4. The owners of each Benefitted Lot shall use each easement area as a common trash collection point only, and shall not impair the rights of others to use the easement areas. Trash shall be placed within the easement areas only on days on which a pickup is scheduled by the municipal waste collection contractor. The owner of each Benefitted Lot shall review and comply with the procedures and policies of the Village of Mt. Pleasant with respect to sold waste collection. Any waste material which is not accepted for pick up by the municipal waste collection contractor shall be immediately removed from the easement area by the party who placed the same at the common trash collection point. The Owners Association may impose additional rules relating to the easement areas. The owner of each Benefitted Lot agrees to indemnify and hold harmless every other Benefitted Lot, and its owner(s), from and against any loss or damage resulting from the use of the easement areas by that owner, or the tenants, invitees, successors or assigns of that owner.

5. This Declaration shall be construed as a covenant running with the land and the easement rights and covenants created by the terms of this Declaration shall be permanent in nature and shall be binding upon the owners of each Benefitted Lot, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this declaration to be executed on the day and date first above written.

Hartman-Jones Development, LLC

By: _____
Kevin Jones Member

By: _____
Kenneth Hartman Member

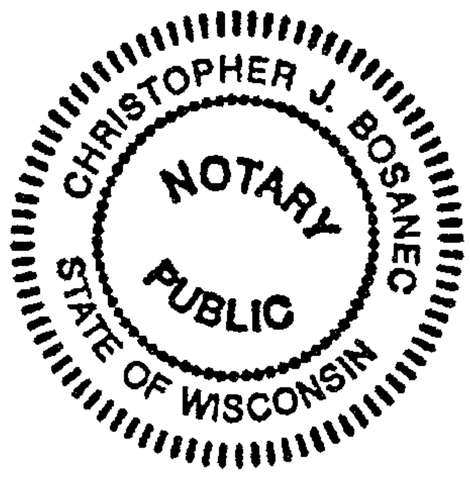
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) **ss.**
COUNTY OF RACINE)

Personally came before me this 27 day of October, 2006, the above named Kevin Jones and Kenneth Hartman, to me known to be the persons and Members who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My commission expires: Jan 20, 2008



Drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

Exhibit A
(Hartman-Jones Parcels)

Lots 15 and 18 of Mariner Heights, being a recorded plat in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Parcel ID: 51-151-03-22-14-029-150
51-151-03-22-14-029-180

Exhibit B
(Benefitted Parcels)

Lots 9, 10, 11, 12, 13, 14 and 19 of Mariner Heights, being a recorded plat in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Parcel ID: 51-151-03-22-14-029-090
51-151-03-22-14-029-100
51-151-03-22-14-029-110
51-151-03-22-14-029-120
51-151-03-22-14-029-130
51-151-03-22-14-029-140
51-151-03-22-14-029-190

Exhibit C
(Easement Area)

Parcel A:

That part of Lot 18, Mariner Heights, a recorded plat in the Northeast 1/4 of Section 14, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin, described as follows: Begin at a point on the East line of said Lot 18 located S 25 degrees 30'56" E 102.17 feet from the Northeast corner of said Lot; run thence S 25 degrees 30'56"E 10.00 feet; thence S 64 degrees 29'04"W 10.00 feet; thence N 25 degrees 30'56"W 10.00 feet; thence N 64 degrees 29'04"E 10.00 feet to the point of beginning.

Tax Parcel ID: Pt. of 51-151-03-22-14-029-180

Parcel B:

The North 10 feet of the East 10 feet of the West 81.39 feet of Lot 15, Mariner Heights, a recorded plat in the Northeast 1/4 of Section 14, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Parcel ID: Pt. of 51-151-03-22-14-029-150

DOC # 2107709
Recorded
OCT. 31, 2006 AT 02:21PM

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $23.00

21

DECLARATION OF EASEMENT
MAILBOXES

This Declaration of Easement is made this 27TH day of October, 2006 by **Hartman-Jones Development, LLC**, a Wisconsin Limited Liability Company, hereinafter referred to as "Developer"

Refer to Exhibit A for Tax Parcel Identification

Return to: Attorney John U. Schneider
1254 West Blvd
Racine, Wisconsin 53405

WITNESSETH:

Hartman-Jones is the Developer of a residential subdivision known as Mariner Heights, located in the Village of Mt. Pleasant, Racine County, Wisconsin, and is currently the owner of the real estate which is described in Exhibit A attached to this instrument and incorporated by reference herein (the "Hartman-Jones Parcel").

The United States Postal Service has declared that all mailboxes which serve lots in Mariner Heights shall be located at a central point within the subdivision.

Hartman-Jones has agreed to grant and dedicate an easement over and across a portion of the Hartman-Jones Parcel for the use and benefit of each lot in Mariner Heights as described in Exhibit B attached hereto and incorporated by reference herein (together the "Benefitted Lots") and the owners thereof, for purposes of construction, maintenance and use of a common mailbox facility.

NOW THEREFORE, for valuable consideration, it is declared as follows:

1. The foregoing recitals are true, correct and complete, and are incorporated into this Declaration by reference.

2. A permanent easement for the use and benefit of each Benefitted Lot and the owners thereof, is hereby declared and created over, across and upon that portion of the Hartman-Jones Parcel (the "easement area") which is described as set forth in Exhibit C, said exhibit being attached hereto and incorporated by reference herein. Pursuant to this Declaration of Easement, the then owners of each Benefitted Lot, their heirs, successors and assigns shall have the right to enter upon the easement area and to use the same, in common with the owners of all other Benefitted Lots and the owners thereof, for the installation of a mailbox, together with the right to enter upon the easement area for purposes of maintenance thereof.

3. The owners of each residential unit located on the Benefitted Lots shall be jointly responsible for all costs associated with the maintenance of the common mailbox facility and the easement area. The owners of each residential unit located on the Benefitted Lots, acting through the Mariner Heights Owner's Association, shall at all times keep the common mail box facility and the easement area in good order and repair. The owners of each residential unit located the Benefitted Lots shall be liable for an equal proportionate share of all costs related to maintenance of the easement area and the common mailbox facility. In the event that an owner ("defaulting owner") shall not pay his share of the maintenance costs at the time the same are billed by the Owners Association, the Owners Association shall have the right to recover such costs from the defaulting owner by legal action; and shall further have the right to the recover interest thereon at the then current prime rate of interest as published in The Wall Street Journal, plus two percent (2%); all costs associated with the collection action; and actual attorney's fees.

4. The owners of each Benefitted Lot shall use the easement area, and the common mailbox facility, for installation of a mailbox only, and shall not impair the rights of others to use the easement area. All mail boxes which are to be installed shall conform to the regulations of the United States Postage Service. No lot owner shall have liability for any damage resulting from an exercise of the rights granted by this instrument or the use of the easement area by any other owner, or the tenants, invitees, successors or assigns of such owner. By acceptance of a deed to a Benefitted Lot, the owner of the Benefitted Lot agrees to indemnify and hold harmless every other Benefitted Lot, and its owner(s), from and against any loss or damage resulting from the use of the easement area by that owner, or the tenants, invitees, successors or assigns of that owner.

5. This Declaration shall be construed as a covenant running with the land and the easement rights and covenants created by the terms of this Declaration shall be permanent in nature and shall be binding upon the owners of each Benefitted Lot, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed on the day and date first above written.

Hartman-Jones Development, LLC

By: _____
Kevin Jones Member

By: _____
Kenneth Hartman Member

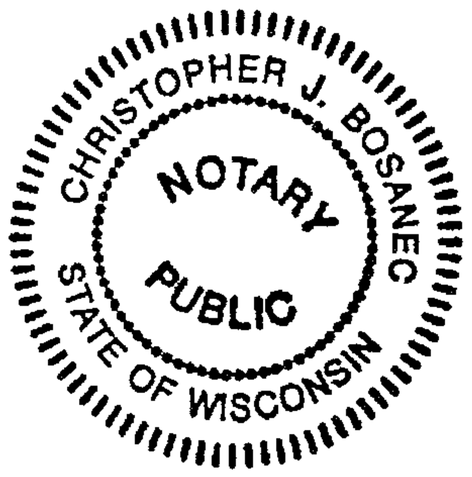
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) **ss.**
COUNTY OF RACINE)

Personally came before me this 27 day of October, 2006, the above named Kevin Jones and Kenneth Hartman, to me known to be the persons and Members who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My commission expires: Jan 20, 2008



Drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

Exhibit A
(Hartman-Jones Parcel)

Lots 14 of Mariner Heights, being a recorded plat in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Parcel ID: 51-151-03-22-14-029-140

Exhibit B
(Benefitted Parcels)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 of Mariner Heights, being a recorded plat in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Parcel ID: 51-151-03-22-14-029-010
51-151-03-22-14-029-020
51-151-03-22-14-029-030
51-151-03-22-14-029-040
51-151-03-22-14-029-050
51-151-03-22-14-029-060
51-151-03-22-14-029-070
51-151-03-22-14-029-080
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51-151-03-22-14-029-100
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51-151-03-22-14-029-140
51-151-03-22-14-029-150
51-151-03-22-14-029-160
51-151-03-22-14-029-170
51-151-03-22-14-029-180
51-151-03-22-14-029-190

Exhibit C
(Easement Area)

The North 8 feet of the East 4 feet of the West 162.75 feet of Lot 14, Mariner Heights, a recorded plat in the Northeast 1/4 of Section 14, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.

Tax Parcel ID: Pt. of 51-151-03-22-14-029-140