# AMENDED AND RESTATED COVENANTS OF ALDEBARAN SUBDIVISION

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Karie Y. Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00

Pages: 13

To: Atty. Daniel J. Pettit
DeMark Kolbe & Brodek SC
7418 Washington Avenue
Racine, WI 53406

30-13

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

This instrument drafted by:

Atty. Daniel J. Pettit
DeMark, Kolbe & Brodek, S.C.
7418 Washington Ave.
Racine, WI 53406
State Bar No. 1025113

# AMENDED AND RESTATED COVENANTS OF ALDEBARAN SUBDIVISION

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with your Real Estate records

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**AMENDED AND RESTATED**
**COVENANTS OF ALDEBARAN SUBDIVISION**

THESE AMENDED AND RESTATED COVENANTS OF ALDEBARAN SUBDIVISION are effective as of the date set forth below on the signature page hereof.

**R E C I T A L S:**

**A.** The Aldebaran Subdivision is a subdivision in the Village of Caledonia, Racine County, Wisconsin consisting of the subdivision lots described on Addendum "A" attached hereto and incorporated herein by reference.

**B.** The Aldebaran Subdivision is subject to Amended and Restated Covenants for Aldebaran Subdivision dated October 18, 2017 and recorded in the office of the Racine County Register of Deeds on October 25, 2017 as Document No. 2478027 (hereinafter referred to as the "Covenants").

**C.** Article I of the Covenants provides as follows with respect to the amendment of the Covenants: "Revision of this document requires a two-thirds majority vote of the property owners."

**D.** There are currently 76 residential lots within the Subdivision with the right to vote with respect to amendments to the Covenants, and approval of any amendment to the Covenants therefore requires approval of at least 51 lot owners.

**NOW, THEREFORE**, the undersigned being the President and Secretary of the Aldebaran Subdivision Board of Regulation do hereby certify that the owners of 54 or more of the 76 residential lots within the Subdivision, constituting 71% or more of the owners of lots within the Subdivision, have voted to revise, amend and restate certain existing Covenants and add others to read as follows, which shall supersede and replace the Covenants in their entirety, and which shall run with the land:

## I. General Purpose

The general purpose of this declaration of restrictions is to ensure that Aldebaran Subdivision will remain an attractive development of single family homes by preserving and enhancing the natural beauty of the properties through preventing inappropriate development and use. This declaration will insure the best use and improvement of properties with regard to harmonious designs and materials; will prevent haphazard and inharmonious improvement and use of home sites; maintain the proper setbacks from streets and adjacent properties to ensure adequate open space. This document will also provide for care and maintenance of common areas to ensure

privacy for owners of homes in the subdivision. Revision of this document requires a two-thirds majority vote of the property owners and replaces all previous covenants.

## II. Board of Regulation

A. A board of three (3) property owners shall be elected by a majority vote of the property owners present at the annual meeting to be held the second Sunday in August. Positions of the Board are President, Secretary - Treasurer, and Maintenance Chairperson. The term of office is 2 years; these may be reelected by a majority vote at the annual meeting. In the event of the death or resignation of a member of the Board, the remaining member(s) shall have full authority to designate a successor to fill the position until the time of the next annual meeting. The members of the Board of Regulation shall not be entitled to any compensation for services pursuant to this covenant.

B. The Board of Regulation shall have the duty of enforcing the regulations set forth in this covenant. If an "architectural violation" continues for one year without objection being received by the Board, the violation will be deemed null and void and will not be prosecuted.

C. Procedures for Filing a Grievance Regarding Covenant Violations

1. If a resident notices a violation of the herein contained covenants and is unable to resolve the issue with the neighbor, he/she may contact the President of the Board of Regulation with the violation. The subdivision, via the Board of Regulation, has the authority to petition the violator to remove the infraction.
2. The President will contact the violator, voice the concern, and request that the violation be corrected. In the event that the violation is not corrected in 30 days, the President will contact the property owner again, documenting the contacts in writing including a specified timeframe for resolution.
3. If the violation described in the letter given to the property owner is not corrected to the satisfaction of the Board of Regulation within the time period stated for such corrective action, then the Board of Regulation may seek legal relief by retaining the services of an attorney for the purpose of obtaining full compliance from the property owner in question. This legal action may occur without any other approval required from the Subdivision owners.
4. The President of the Board of Regulation shall notify Subdivision owners upon retention of legal services by the Board of Regulation.

5. All actual and reasonable attorney fees and related costs of litigation incurred by the Board of Regulation and the Aldebaran Subdivision shall be paid by the violating property owner if the court having jurisdiction in the matter finds that the said property owner did violate these Covenants.
6. Upon the violation of any of the Covenant/Restrictions contained herein, any person or persons owning any lot or lots in the subdivision shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and shall be entitled to both equitable and legal relief. (1982 amendment)

D. The Board shall have the duty of making the rules governing the use of park, swimming, and common areas.

E. The Board shall have the power to assess, proportionately, owners of property in Aldebaran to cover the cost of its operating expenses. These assessments are voted on by owners present at the annual meeting.

## III. Architectural Control Committee

No structure shall be erected, placed, or altered on any property until the building plans, specifications and plot plan showing the location thereof have been approved in writing by the Architectural Control Committee. Such plans must indicate the quality, materials, harmony of external design and colors with the existing and planned structures, and location with respect to topography, neighboring homes, setbacks, finished grade elevations, and driveways. Such plans and specifications should be developed by registered architect, professional engineer or residential designer and shall be submitted on paper to the Architectural Control Committee. Designs must comply with these Covenants, the Village of Caledonia, Racine County, and State of Wisconsin building regulations and should be approved before a building permit from the Village of Caledonia is applied for. This provision shall cover all new construction, rebuilding and remodeling which alters the exterior of the house.

A. The Committee shall have the right to refuse to approve any such plan or specifications which, in the judgment of a majority of the committee members, are not in conformity with these restrictions or are not desirable for aesthetic or other reasons. 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 disapproved such plans and specifications within thirty (30) days after submission of the plans to it, then such approval will not be required, but all other conditions and restrictions contained herein shall remain in force, and the related covenants shall have been deemed to have been fully complied with. All

decisions of the Committee on said matters shall be final and binding on all parties. All documents submitted to the committee shall be the property of the Committee.

B. The Architectural Control Committee will be elected at the August business meeting of the members of Aldebaran Subdivision and serve a three (3) year term. The Committee shall consist of three (3) property owners who reside in Aldebaran In the event of the death or resignation of a member of the Committee, the remaining member(s) shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services pursuant to this covenant.

C. An Architectural Control Committee member shall recuse him/herself from voting on projects involving their personal household or close relative's household. In the event that the two remaining Architectural Control Committee members cannot agree on project approval, the President of the Aldebaran Board of Regulation shall cast the tie breaking vote.

## IV. Dwelling Quality, Specifications, and Setback Restrictions of Single Family Homes

A. Size of Dwelling: No dwelling shall exceed two stories in height. The ground area within the perimeter of the breezeways, garages, and similar additions) shall not be less than the following specifications:

1. One story dwelling — not less than 1,600 square feet.

2. Two story dwelling — not less than 2,000 square feet with the floor area of the second story not less than 1,000 square feet.

3. One and one-half story dwelling — a minimum of 1,500 square feet on the first floor, not less than 2,000 square feet on the two floors combined.

4. Split-level dwellings shall have a minimum of 1,600 square feet on the two upper levels.

B. Design of dwelling: The face of every outside wall of any residence, including chimney chases, shall be constructed of brick, stone, cedar, or other natural material. The use of artificial stone, artificial brick, composite wood, cement board type siding, and stucco type siding may be permitted, at the Architectural Control Committee's sole discretion, as deemed appropriate to preserve the architectural integrity and quality appearance of subdivision dwellings. Windows,

doors, shutters, soffits and fascias may contain manufactured materials. All residences shall have roofs constructed of wood shingles, dimensional asphalt, tile, or asphalt shingles. The use of certain types of metal roofing may be permitted, at the Architectural Control Committee's sole discretion, provided it is indistinguishable from the material it imitates as viewed from the street. Raised seam sheet metal roofing, however, is not acceptable. Decks may be constructed of manufactured wood-like material at the Architectural Control Committee's sole discretion.

C. Garage Restrictions: All garages shall be large enough to accommodate a minimum of two cars while total garage capacity shall be less than four (4) cars. All garages shall be attached to the dwelling forming an integral part with the dwelling.

D. The natural or established grade of existing properties shall not be changed or altered by the owners without approval of the Architectural Control Committee.

E. Each residence in the subdivision shall have a hard surface drive, consisting of concrete, asphalt, brick, or similar hard surface material.

F. All construction and landscaping shall be completed within one (1) year from starting date.

G. Set-Back Restrictions: All structures including decks, patios, porches and garages shall be set back 50 feet from adjacent highways or streets, to be measured from street right-of-way line. Excepted are lots numbered 20, 21, 24, 25, 28, and 32 in Block 3 and lots numbered 4 and 16 of Block 4, where the set-back shall be 40 feet.

Side set-backs will be as follows:

| Block No. | Lot No. | Side Set-back (in feet) |
|---|---|---|
| 1 | 1 | 15 |
| 1 | 2-14 inclusive | 20 |
| 2 | 1-4, 7-10 inclusive | 20 |
| 2 | 5-6 | 15 |
| 3 | 5-6, 23-25, 16-19 | 15 |
| 3 | 1-4, 6-15, 20-22, 26-32 | 20 |
| 4 | 1-14, 17-20, | 15 |
| 4 | 15-16 | 20 |
| 5 | 1 | 20 |

## V. Land Usage and Subdivision Codes

A. Easements: Easements are reserved for installation and maintenance of utility lines, mains, or other similar services and right of way as set forth on the recorded plat of the Subdivision.

B. Restrictions on Fences: Decorative fences, not exceeding approximately four feet in height above grade, may be used to highlight landscaping and are subject to approval by the Architectural Control Committee. In no case shall said fence include chain link or stockade, or be permitted to extend beyond the minimum set-back lines established by these covenants, or to enclose the property. Privacy should be achieved through landscaping.

The exception to this Covenant includes and is limited to Lot 1, Block 1, and Lots 27, 28, 29, and 30 in Block 3 which border Highway 38, and Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, and 27 in Block 3 which border Johnson Park Drive. A six (6) foot high stockade fence for controlling noise along the entire Highway 38 and Johnson Park Drive borders, including side setbacks, may be petitioned to the Architectural Control Committee by the above mentioned property owners (only). Said fence should be landscaped to mask its appearance.

C. Antennas: Any exterior antenna, satellite dish receiver, or similar device shall conform to FCC regulation 47 C.F.R. Section 1.4000 and any amendments to said regulation. Such exterior antenna, satellite dish receiver, or similar device should be situated, when reasonably feasible, so as to not be visible from any roadway within the subdivision.
(2010 Amendment.)

D. Animal Restrictions: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property or be maintained for any commercial or personal purposes. Each household shall not have more than two dogs and two cats. A litter of puppies or kittens may be kept until four (4) months of age. In no event may pets be kept which are a nuisance to the neighbors or the neighborhood. It is the owners responsibility to clean up after their pets in streets and common areas. Pets (dogs and cats) must be leashed in accordance with Village of Caledonia leash laws. Pets are strictly prohibited from the beach area and swimming in the pond.

E. Garbage or Refuse Disposal: No property shall be used or maintained as a dumping ground for rubbish. To ensure an attractive appearance of the subdivision, all trash containers shall be placed at the curb no earlier than the evening before collection. Containers must be removed from the curb the evening following collection. Containers may be stored in the dwelling, or outside the dwelling concealed by an enclosure not exceeding approximately 4 feet in height above grade. Enclosure shall be abutting the home, be in harmony with the dwelling, and approved by the Architectural Control Committee. Residents may not use common property (such as

pond, park, or beach areas) for disposal of personal yard waste, animal droppings, or other family refuse. The fire pit at the beach is for use of residents during picnicking or recreational activity at the beach or park.

F. Property Maintenance: Each owner shall maintain their house and adjoining property in good condition and in keeping with the characteristics of the subdivision. This includes but is not limited to regular lawn mowing and removal of fallen or cut limbs and branches. The environmental corridor along Hood's Creek is the exception. There is to be no outdoor storage of equipment or refuse.

G. Parking Restrictions: Boats, trailers, Commercial Vehicles, recreational or off-road vehicles, motor homes, unregistered or stored cars, storage containers, or other equipment may not be parked or placed on the premises outside the garage on an ongoing basis.

Only one Work Vehicle (a vehicle that has logos and/or containing visible equipment, but NOT a Commercial Vehicle as defined below) may be parked on a driveway and must be parked as close to the home and rear of the property as reasonably possible to maintain the aesthetic view along the road.

For the purposes of this Parking Covenant, Commercial Vehicles are defined as:

1. Vehicles longer than 23'
2. Vehicles taller than 7' 8"
3. Vehicles with a Gross Vehicle Weight Rating of more than 20,000 pounds
4. Any dual (rear) wheel vehicle used in the course of employment (beyond transportation to and from work)
5. Vehicles utilized for ongoing transport of Asphalt, Tar, Sealers, or any Petroleum based products
6. Vehicles used to transport hazardous materials requiring placarding, or materials listed as a select agent or toxin under WI Statute 42 CFR 73
7. Any upfit (OEM or aftermarket) pickup trucks, including but not limited to upfit configurations of:
    a) Dump Bed
    b) Flatbed
    c) Utility or Service Body
    d) Platform or Stake Body
    e) Spreader Body
    f) Ambulance or Rescue Body
    g) Catering Truck
    h) Wrecker (Boom Type or Roll Off)
    i) Box Truck

Temporary Grandfather Clause

1. Currently two (2) Aldebaran residences (Block 1 Lot 13 and Block 3 Lot 19) utilize vehicles in the course of their employment that classify as Commercial Vehicles in this Covenant.
2. The Commercial Vehicles referenced in the previous sentence are pickup trucks upfit to Utility or Service Bodies.
3. The Commercial Vehicles referenced in the previous two sentences, and any substantially similar replacement vehicles (i.e., a vehicle with a substantially similar upfit type) will be grandfathered and will be treated as Work Vehicles (rather than as Commercial Vehicles), only for the time of their utilization by the owners of the 2 lots specified above for their current employer or any successor employer that acquired the business of a current employer.
4. This temporary classification (i.e., grandfathering) is granted contingent on a commitment by the resident of Block 1 Lot 13 to parking his vehicle on an existing driveway at the back of the home, and a commitment by the resident of Block 3 Lot 19 to park this vehicle on a cement driveway extension to be poured on the side of the home with decorative landscaping on the perimeter. Driveway extension to be poured and landscaping completed no later than 60 days after passage of this covenant.
5. When any vehicle grandfathered above ceases to be utilized in the manner set forth above, then this Grandfather Clause shall terminate with respect to that lot. Once this Grandfather Clause has expired for both lots, it shall become null and void in its entirety and be removed from these covenants.

Only on a Temporary Basis: Boats and Recreational Vehicles may be parked on the premises in preparation for departure or upon return from a trip. The president shall be notified in advance with the beginning and ending dates. Contiguous periods shall be short in nature (1 – 3 days) with at least 3 days in between. No continuous running of associated RV generators shall be allowed. Ongoing outside storage of boats or recreational vehicles shall not be allowed.

H. Accessory Buildings and Temporary Structures (hereinafter referred to as structures): One Accessory Building (shed, gazebo, or pavilion) will be allowed on a lot. The Accessory Building (shed, gazebo, or pavilion) must conform to the Aldebaran Requirements stated below and be approved by the Architectural Control Committee. All Accessory Buildings (shed, gazebo, and pavilion) are subject to Caledonia Ordinances and must be approved by Caledonia where required.

No other unattached accessory buildings are permitted. No temporary structures shall be built on any subdivision property.

Shed Accessory Building Requirements:

1. Must blend harmoniously and be deemed to preserve the architectural integrity and quality appearance of the homeowner's and subdivision dwellings.
2. Each owner shall maintain their Accessory Building and adjoining property in good condition and in keeping with the characteristics of the subdivision.
3. Must be constructed using a design complimentary to the residence and meet all subdivision dwelling material restrictions.
4. Must be built as a permanent, fully enclosed one-story structure.
5. Walls must be solid from floor level to a minimum of 37". One service door and one larger entry doorway are allowed. Greenhouse style glass or walls are not allowed.
6. Windows are encouraged but not required.
7. Maximum footprint of 120 $ft^2$.
8. Maximum height of 13' (floor to top).
9. Soffits may extend up to 1 foot beyond footprint on 3 sides. A larger soffit above the entry bib may be allowed. No open eave soffits are allowed (soffits must be fully enclosed).
10. Must be built on a cement slab no more than 200 $ft^2$.
11. Must have a sloped roof with minimum (soffit to peak) 3/12 pitch and maximum (soffit to peak) 6/12 pitch.
12. Must be located in the back yard. Where a back yard location is clearly not feasible, a side lot location may be permitted at the discretion of the ACC. Preference will be given to non-roadside locations.
13. May be located 3' from side and rear lot lines, or up to easement where applicable, per Caledonia Setbacks.
14. May not be used to house humans or animals or automobiles.

Gazebo and Pavilion Accessory Building Requirements:

1. Must blend harmoniously and be deemed to preserve the architectural integrity and quality appearance of the homeowner's and the subdivision dwellings.
2. Each owner shall maintain their Gazebo or Pavilion and adjoining property in good condition and in keeping with the characteristics of the subdivision.
3. Must be constructed using a design complimentary to the residence and meet all subdivision dwelling material restrictions.
4. Must be built as a permanent, one story, solid roofed structure.
5. Must have a sloped roof with minimum 3/12 pitch.
6. Maximum footprint of 150 $ft^2$.
7. Maximum height of 13' (floor to top) for pavilions.
8. Maximum height of 16' (floor to top) for gazebos.

9. Additional 1' in height allowed for cupola.
10. May have solid side walls up to 37" (standard railing height).
11. Maximum elevation of 2 steps, with no underneath storage allowed.
12. Gazebos may be open air, screened in, or windowed.
13. Pavilions must be open air.
14. Are not to be used for general storage. Storage of outside/lawn furniture is OK.
15. Must be located in the back yard. Where a back yard location is clearly not feasible, a side lot location may be permitted at the discretion of the ACC. Preference will be given to non-roadside locations.
16. May be located 3' from side and rear lot lines, or up to easement where applicable, per Caledonia Setbacks.
17. May not be used to house animals.

I. Swimming Pools: No above ground or in-ground swimming pools shall be erected or placed upon any property in the subdivision.

J. Kiddie Pools: Kiddie pools are allowed in Aldebaran. They can be no deeper than 24", a maximum of 100 $ft^2$, and may be put up in the summer only. The homeowner must maintain the pool in accordance with Caledonia Ordinances and in such a way that it will not have an adverse effect on neighboring properties. Kiddie pools may be located behind the house only. For lots where a rear kiddie pool is not feasible, a kiddie pool may be allowed on the non-road side of the house.

K. Basketball Hoops, Play Structures, and Swing Sets: Basketball hoops and swing sets may be erected as long as they are maintained. If swing sets have attachments other than swings and slides (i.e. play structures), they must be approved by the Architectural Control Committee. Standalone play structures require the approval of the Architectural Control Committee.

L. Motor Vehicles for Sale: Personal vehicles for sale may be temporarily parked in owner's driveway, but must be moved on a regular basis so as not to be considered stored.

M. Signs and Advertising Material: No signs, signboards or advertising material shall be erected in the subdivision with the exception of the customary street signs located in the subdivision, the decorative signs in the cul-du-sacs and park areas, or the customary yard signs of owners advertising homes for sale. Exceptions to this will be the sign to announce the annual subdivision picnic/meeting, birthday announcements and rummage sale signs. Rummage sale signs must be removed immediately upon completion of the sale.

Election signs, limited to 3 feet by 3 feet, are the exception and shall be taken down within 2 days of the election.

## VI. Severability and Effect

A. 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.

B. These Covenants shall supersede and void all previously recorded versions and shall remain in effect until modified, amended or otherwise revised.

C. These Covenants shall be closed to amendment for a period of 4 years commencing with the most recent amendment vote. A request for Covenant amendment within the 4 year period may be enacted only by either unanimous consent of the board in response to legal or statutory issues, or by a signed and verified petition of no less than 55% of the Aldebaran Homeowners on any specific proposal(s) to be considered for amendment. Scope of amendments under consideration will be limited to only those specific proposals attaining 55% signature.

The undersigned, being the duly elected President and Secretary of the Aldebaran Subdivision Board of Regulation do hereby certify that the owners of 54 or more of the 76 lots within the Subdivision have agreed to revise, amend and restate the Covenants as set forth above, reflecting the results of the most recent amendment vote which took place on July 29, 2021.

Dated this 7 day of August, 2021.

By _____
Jason Johnson, President

By _____
Rich Batton, Secretary

STATE OF WISCONSIN )
) SS:
COUNTY OF RACINE )

Personally came before me this 7th day of August, 2021, the above-named Jason Johnson and Rich Batton, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission ~~expires~~: is PERMANENT

## ADDENDUM "A"

## LEGAL DESCRIPTION

Lots 1 through 14, Block 1, and Lots 1 through 10, Block 2, and Lots 1 through 32, Block 3, and Lots 1 through 20, Block 4, and Lot 1, Block 5, and Outlots 1 and 2 of Aldebaran Subdivision, all according to the recorded plat thereof. Said land being in the Village of Caledonia, Racine County, Wisconsin.

## TAX KEY NUMBERS

104-04-22-35-086-000; Block 1, Lot 1
104-04-22-35-087-000; Block 1, Lot 2
104-04-22-35-088-000; Block 1, Lot 3
104-04-22-35-089-000; Block 1, Lot 4
104-04-22-35-090-000; Block 1, Lot 5
104-04-22-35-091-000; Block 1, Lot 6
104-04-22-35-092-000; Block 1, Lot 7
104-04-22-35-093-000; Block 1, Lot 8
104-04-22-35-094-000; Block 1, Lot 9
104-04-22-35-095-000; Block 1, Lot 10
104-04-22-35-096-000; Block 1, Lot 11
104-04-22-35-097-000; Block 1, Lot 12
104-04-22-35-098-000; Block 1, Lot 13
104-04-22-35-099-000; Block 1, Lot 14
104-04-22-35-100-000; Block 2, Lot 1
104-04-22-35-101-000; Block 2, Lot 2
104-04-22-35-102-000; Block 2, Lot 3
104-04-22-35-103-000; Block 2, Lot 4
104-04-22-35-104-000; Block 2, Lot 5
104-04-22-35-105-000; Block 2, Lot 6
104-04-22-35-106-000; Block 2, Lot 7
104-04-22-35-107-000; Block 2, Lot 8
104-04-22-35-108-000; Block 2, Lot 9
104-04-22-35-109-000; Block 2, Lot 10
104-04-22-35-110-000; Block 3, Lot 1
104-04-22-35-111-000; Block 3, Lot 2
104-04-22-35-112-000; Block 3, Lot 3
104-04-22-35-113-000; Block 3, Lot 4
104-04-22-35-114-000; Block 3, Lot 5
104-04-22-35-115-000; Block 3, Lot 6
104-04-22-35-116-000; Block 3, Lot 7
104-04-22-35-117-000; Block 3, Lot 8
104-04-22-35-118-000; Block 3, Lot 9
104-04-22-35-119-000; Block 3, Lot 10
104-04-22-35-120-000; Block 3, Lot 11
104-04-22-35-121-000; Block 3, Lot 12
104-04-22-35-122-000; Block 3, Lot 13
104-04-22-35-123-000; Block 3, Lot 14
104-04-22-35-124-000; Block 3, Lot 15
104-04-22-35-125-000; Block 3, Lot 16
104-04-22-35-126-000; Block 3, Lot 17
104-04-22-35-127-000; Block 3, Lot 18
104-04-22-35-128-000; Block 3, Lot 19
104-04-22-35-129-000; Block 3, Lot 20
104-04-22-35-130-000; Block 3, Lot 21
104-04-22-35-131-000; Block 3, Lot 22
104-04-22-35-132-000; Block 3, Lot 23
104-04-22-35-133-000; Block 3, Lot 24
104-04-22-35-134-000; Block 3, Lot 25
104-04-22-35-135-000; Block 3, Lot 26
104-04-22-35-136-000; Block 3, Lot 27
104-04-22-35-137-000; Block 3, Lot 28
104-04-22-35-138-000; Block 3, Lot 29
104-04-22-35-139-000; Block 3, Lot 30
104-04-22-35-140-000; Block 3, Lot 31
104-04-22-35-141-000; Block 3, Lot 32
104-04-22-35-142-000; Block 4, Lot 1
104-04-22-35-143-000; Block 4, Lot 2
104-04-22-35-144-000; Block 4, Lot 3
104-04-22-35-145-000; Block 4, Lot 4
104-04-22-35-146-000; Block 4, Lot 5
104-04-22-35-147-000; Block 4, Lot 6
104-04-22-35-148-000; Block 4, Lot 7
104-04-22-35-149-000; Block 4, Lot 8
104-04-22-35-150-000; Block 4, Lot 9
104-04-22-35-151-000; Block 4, Lot 10
104-04-22-35-152-000; Block 4, Lot 11
104-04-22-35-153-000; Block 4, Lot 12
104-04-22-35-154-000; Block 4, Lot 13
104-04-22-35-155-000; Block 4, Lot 14
104-04-22-35-156-000; Block 4, Lot 15
104-04-22-35-157-000; Block 4, Lot 16
104-04-22-35-158-000; Block 4, Lot 17
104-04-22-35-159-000; Block 4, Lot 18
104-04-22-35-160-000; Block 4, Lot 19
104-04-22-35-161-000; Block 4, Lot 20

<u>Subdivision Owned</u>
104-04-22-35-162-000; Block 5, Lot 1

<u>Outlots 1 &2</u>
104-04-22-35-003-001