

1270684

Register's Office
Racine County, Wis.

Received for Record 18
November 18 1939
at 2 P. M. and recorded in Volume 12-39
at Record on page 634-635

RESTRICTIVE COVENANTS
RAVINE BAY ESTATES SUBDIVISION 12-

John M. Schuttler
Register of Deeds

WHEREAS, Seymour Hornik is the record title owner of all lots located in the Ravine Bay Estates Subdivision, a subdivision located in the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin; and

WHEREAS the said record title owner desires to impose restrictive covenants upon all subdivision lots for the purpose of insuring a coordinated, harmonious and orderly development of said subdivision;

NOW, THEREFORE, the following restrictive covenants are hereby imposed upon all lots located within said subdivision, which covenants shall run with the land and shall be binding upon the present owners of said subdivision lots, their heirs, successors and assigns, and all persons claiming under them, for a period of twenty (20) years from date hereof, to-wit:

1. Only single family residential dwellings shall be built within the subdivision.
2. All garages constructed within the subdivision shall be fully attached to a residential dwelling and shall not exceed three (3) car capacity.
3. No dwellings shall exceed two (2) stories in height above the grade of adjacent land.

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1939 DEC 634

4. All residential dwellings shall have the following minimum living area, exclusive of garage and porch facilities, to-wit:

- A. One (1) floor home - 1450 square feet.
- B. One (1) and one-half (1/2) story home - 1750 square feet.
- C. Two (2) story or split level home - 1850 square feet.

5. No basement, trailer, garage or any temporary structure shall be used as a temporary or permanent residence; nor shall any house be moved upon the subdivision lots.

6. Construction of any residential dwelling unit, including attached garages, must be completed within one (1) year from the date of commencement of construction, and no dwelling shall be occupied until completed.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any subdivision lot; except not more than two (2) dogs or two (2) cats or other family household pets may be kept in the event said household pets are not kept for breeding purposes.

8. Any excess dirt remaining after construction must be removed from the premises at the expense of the owner within thirty (30) days after dwelling completion or occupancy.

9. Two (2) shade trees of a minimum diameter of two (2) inches shall be planted and maintained in the front of each

subdivision lot within one (1) year after the initial occupancy of the residential dwelling constructed upon said lot.

10. No signs or posters of any kind, nature or description shall be displayed upon any subdivision lot except such signs as may relate to sale or rental of the premises, which signs shall not exceed five (5) square feet.

11. No fences shall be constructed upon subdivision lots which exceed six (6) feet in height.

12. All drainage ditches adjacent to each subdivision lot shall be seeded or sodded by lot owners at time of dwelling occupancy, or at such time as weather conditions reasonably permit. Thereafter said drainage ditches shall be properly maintained by lot owners.

13. No noxious or offensive activity shall be permitted to exist upon any subdivision lot. Trash, garbage or other waste shall not be accumulated except in sanitary containers.

14. In order to maintain harmony in appearance for the benefit and protection of all subdivision lot owners, no dwelling shall be constructed or altered upon any subdivision lot until the complete construction plans and specifications, together with a plan indicating the proposed lot placement of the structure, have been submitted and approved by an Architectural Control Committee consisting of John A. Smith, Seymour Hornik and James J. Ferak as to quality of workmanship and materials, color, harmony of exterior design with

with existing structures and as to location with respect to topography and finish grade elevation.

Under no circumstances shall construction of any dwelling commence prior to written approval by the indicated committee, except that in the event said committee fails to approve or disapprove within thirty (3) days after plan and specification submission, approval shall be deemed to have been obtained. Approval or disapproval of any two (2) of the three (3) committee members shall be required. In the event of the death or resignation of any committee members, the remaining committee members shall select a successor committee member. Until such selection is made, the remaining committee members or member shall be vested with the powers granted to the full committee.

15. Enforcement of any of the covenants contained herein may be maintained by any subdivision lot owners to restrain violation, recover damages or otherwise.

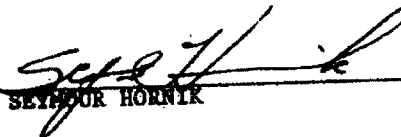
16. Invalidation of any of the covenant restrictions by Court Judgment or Order shall not affect any other provisions thereof, which other restrictions shall remain in full force and effect. Failure by the owners of any subdivision lots to enforce any restrictions at time of violation shall in no event be deemed a waiver of the right to subsequently seek enforcement.

17. Action to enforce any of the restrictions may be taken by the Architectural Control Committee upon a vote of a majority of the members thereof. In such event, action shall be deemed to

have been taken on behalf of all subdivision lot owners, which owners shall be equally liable for the costs incurred by the committee in seeking to enforce the restriction.

18. These restrictions may be modified by not less than Seventy-five (75%) percent of the subdivision lot owners, except no amendment or modification may be made of the Architectural Control Committee as initially established; which committee shall remain constant and not subject to change until the entire subdivision is developed; Seymour Hornik, his personal representatives, heirs or assigns, no longer own subdivision lots; or the expiration of twenty (20) years, whichever event first occurs.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 17th day of November, 1988.

 (SEAL)
SEYMOUR HORNIK

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 17th day of November, 1988,
the above named Seymour Hornik to me known to be the person who
executed the foregoing instrument and acknowledge the same.

004-04-23-21-466-101 through

-109

-201 through

-216

-301 through

-308

-401 through

Ret:

This Document Drafted by
James J. Fetek, Attorney.

-430

-501 through -5-

-532

-601 through

-605

1939 638

DOC # 1882808

Recorded

FEB. 17, 2003 AT 04:10PM

**AMENDMENT TO RESTRICTIVE
COVENANTS - RAVINE BAY
ESTATES SUBDIVISION**

Document Number

Document Title

Mark A. Ladd

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$13.00



0001008-1009

Recording Area - Office use only

This Document to be Returned to:

ATTORNEY JAMES J. FETEK
FETEK & GRADY, S.C.
1680 DOUGLAS AVENUE
RACINE WI 53404

13-

See below

Parcel Identification Number (PIN)

Lots 1-9 Block 1, Ravine Bay Estates PIN: 004-04-23-31-466-101 through 109

Lots 1-16 Block 2, Ravine Bay Estates PIN: 004-04-23-21-466-201 through 216

Lots 1-8 Block 3, Ravine Bay Estates PIN: 004-04-23-21-466-301 through 308

Lots 1-30 Block 4, Ravine Bay Estates PIN: 004-04-23-21-466-401 through 430

Lots 1-32 Block 5, Ravine Bay Estates PIN: 004-04-23-21-466-501 through 532

Lots 1-5 Block 6, Ravine Bay Estates PIN: 004-04-23-21-466-601 through 605

Said land being in the Town of Caledonia, Racine County, Wisconsin

AMENDMENT TO RESTRICTIVE COVENANTS

RAVINE BAY ESTATES SUBDIVISION

WHEREAS, SEYMOUR HORNIK is the present record title owner of in excess of 75% of the subdivision lots, including the lots proposed to be developed as Phases II and III of said subdivision; and

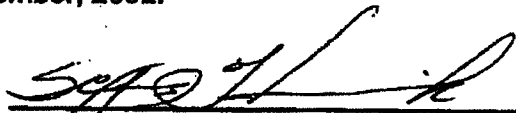
WHEREAS, the said SEYMOUR HORNIK desires to change the members of the existing Architectural Control Committee for the subdivision;

NOW, THEREFORE, the following amendment is hereby made to the restrictive covenants dated November 17, 1988, which were recorded in the Office of the Register of Deeds for Racine County, Wisconsin on November 18, 1988 in Volume 1939 of Records on Pages 634-638 as Document No. 1270684, to-wit:

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee members shall be changed to consist of Seymour Hornik, John Adashek and Linda Hornik effective as of the date of the recording of this Amendment.

Dated this 18th day of September, 2002.


SEYMOUR HORNIK (SEAL)

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 18th day of September, 2002, the above named SEYMOUR HORNIK to me known to be the person who executed the foregoing instrument and acknowledge the same.


James J. Fetek
Notary Public, State of Wisconsin
My Commission is Permanent.

This Document Drafted By:
JAMES J. FETEK, Attorney
State Bar No. 1007709

0001009

DOCUMENT #

1799527

AMENDMENT TO RESTRICTIVE
COVENANTS -RAVINE BAY ESTATES
SUBDIVISION

Document Number

Document Title

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2001 NOV 13 AM 11:52

MARK A. LADD
REGISTER OF DEEDS

VOL 3293
PAGE 549-551

15"

Recording Area - Office use only

This Document to be Returned to:

FETEK & GRADY, S.C.

Box 360

See Below

Parcel Identification Number (PIN)

Lots 1-9 Block 1, Ravine Bay Estates -- Tax Nos. 004-04-23-31-466-101 thru 109
Lots 1-16 Block 2, Ravine Bay Estates - Tax Nos. 004-04-23-21-466-201 thru 216
Lots 1-8 Block 3, Ravine Bay Estates -- Tax Nos. 004-04-23-21-466-301 thru 308
Lots 1-30 Block 4, Ravine Bay Estates - Tax Nos. 004-04-23-21-466-401 thru 430
Lots 1-32 Block 5, Ravine Bay Estates - Tax Nos. 004-04-23-21-466-501 thru 532
Lots 1-5 Block 6, Ravine Bay Estates -- Tax Nos. 004-04-23-21-466-601 thru 605

Said land being in the Town of
Caledonia, Racine County, Wisconsin.

This information must be completed by submitter: Document Title, Name & Return Address, and Parcel ID Number (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. NOTE: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517.

MOG-009 - Cover Sheet; Rev. 5/01/JH

AMENDMENT TO RESTRICTIVE COVENANTS
RAVINE RAY ESTATES SUBDIVISION

WHEREAS, SEYMOUR HORNICK is the present record title owner of in excess of 75% of the subdivision lots, including the lots proposed to be developed as Phases II and III of said subdivision;

AND WHEREAS, the Town of Caledonia has required an amendment of the existing restrictive covenants relating to the future maintenance of storm water ditches and swales;

NOW THEREFORE, the following amendment is hereby made to the restrictive covenants dated November 17, 1988, which were recorded in the Office of the Register of Deeds for Racine County, Wisconsin on November 18, 1988 in Volume 1939 of Records on Pages 634-638 as Document No. 1270684, to-wit:

SUBDIVISION DRAINAGE REQUIREMENTS

- A) **MAINTENANCE.** Each lot owner, at the sole cost and expense of that lot 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.
- B) **ASSESSMENTS.** In the event that the Town Board of the Town of Caledonia, in its sole discretion, finds that a lot owner has failed to fulfill the maintenance obligations as stated herein (after not less than 30 days' written notice giving the Owner an opportunity to cure its default), 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.

C) RIGHT OF ENTRY. The Subdivider, 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 located thereon pursuant to the terms herein stated. The dimensions of the various easements are set forth on the recorded plat for the Subdivision.

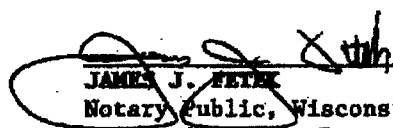
The above indicated restrictions shall permanently exist and shall not expire as indicated in Paragraph 18 of the restrictive covenants dated November 17, 1988.

Dated this 25th day of September, 2001.


SEYMOUR HORNIK (SEAL)

STATE OF WISCONSIN)
COUNTY OF RACINE) ss.

Personally came before me this 25th day of September, 2001, the above named SEYMOUR HORNIK to me known to be the person who executed the foregoing instrument and acknowledge the same.


JAMES J. FETEK
Notary Public, Wisconsin
My Commission is Permanent.

This Document Drafted by
JAMES J. FETEK, Attorney.