Kaerek Homes, Inc.

"The Symbol of Service & Value for The Next 100 Years"

ADDENDUM (E) COVENANTS & DEED RESTRICTIONS RECEIPT

X

I have received a copy of the Covenants & Deed Restrictions for Lot # ____

Located in X _____ Subdivision.

Buyer X _____ Date X _____

Buyer X _____ Date X _____

Please sign, date and return with the contract as evidence of receiving and reviewing the Covenants and Deed Restrictions.

Thank You,

Kaerek Homes, Inc.

Designers and Builders of Distinctive Homes
Community Planning and Development Throughout Southeastern Wisconsin
11600 West Lincoln Avenue • West Allis, WI 53227-1018
Phone 414.321.5300 • Fax 414.321.8622
www.kaerekhomes.com

Declaration of Restrictions

Document Number

Document Title

0856553

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 43214

RECORDED ON
01/22/2007 02:27PM

REC FEE: 33.00
TRANS FEE: 0.00
PAGES: 12
EXEMPT #: 0

X

X

Pages 1 – 12

Recording Area

Name and Return Address

A.N. AMSAY
ATTN: NEIL TZIANI
101 E. GRAND AVE
Box 180
PORT WASHINGTON, WI 53074

18022070040 0
18050050400 4
18050050400 6

Parcel Identification Number (PIN)

DRAFTED BY:
A. N. AMSAY
KYLE PFEIFER
101 E. GRAND AVE
Box 180
PORT WASHINGTON, WI 53074

BILL TAIBL
ATTORNEY
VON BRIESEN & ROPER, S.C.
411 EAST WISCONSIN AVE.
#700
MILWAUKEE, WI
53202

20018352_1.DOC

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DECLARATION OF RESTRICTIONS AND COVENANTS

MIKE-JOHN INVESTMENTS, LLC

HERITAGE PARK SUBDIVISION

THIS DECLARATION, made this 22 day of January 2007, by Mike-John Investments, LLC (the "Declarant").

RECITALS:

WHEREAS, the Declarant owns certain property in the Village of Belgium, Ozaukee County, Wisconsin, (the "Village") more particularly described on Exhibit A attached to this Declaration, consisting of 67 lots (the "Property"), and the Declarant desires to subject the Property to the conditions, restrictions, covenants, reservations and easements set forth in this Declaration for the benefit of the Property as a whole and for the benefit of each owner of any part of the Property,

NOW THEREFORE, Declarant declares that the Property shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements set forth in this Declaration, which shall inure to the benefit of and pass with the Property and each and every parcel of it; and shall apply to and bind the successors-in-interest and any owner of any part of the Property,

Definitions of Terms,

For purposes of this Declaration:

(a) "Family" shall mean one or more than one person living, cooking sleeping or eating on premises as a single housekeeping group.

(b) "Architectural Control Committee" or "Committee" shall mean the committee referred to in Article II of this Declaration.

(c) "Lot" shall mean a lot in the Property platted for residential development.

(d) "Structures" shall mean and include, but not be limited to, buildings, dwellings, walls, fences, swimming pools, tennis courts, playground equipment, storage sheds, ponds, patios, decks or any similar items, the construction of which may not necessarily require a building permit.

(e) "Attached" shall mean incorporated into the primary dwelling structure with at least one common wall.

(f) "Dwelling" shall mean a structure or that part of a structure, which is used or intended to be used as a home, residence or sleeping place.

ARTICLE 1

GENERAL PROVISIONS

1.1 General Purpose.

(a) The general purpose of this Declaration is to promote the harmonious development of the property into a residential district of the highest quality. In addition, this Declaration is to help ensure that the Property will become and remain an attractive community; to ensure the most appropriate development and improvement of each Lot; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to ensure the highest and best residential development of the Property; to encourage and secure the erection of attractive homes with appropriate locations on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement, and thereby maintain and enhance the values of investments made by purchasers of Lots.

1.2 Land Use and Building Type. No Lot shall be used for any purpose except for single family or two family residential purposes. No structure shall be erected, moved or placed on a Lot other than a Dwelling not to exceed two (2) stories in height on the front elevation, with an attached private garage for at least two (2) cars, and other Structures incidental to the residential use of the Premises. No Dwelling shall be erected, moved or placed on a Lot which does not comply with the construction and safety standards of the Wisconsin Uniform Dwelling Code as set forth in the Wisconsin Administrative Code Ch. COM 20 to 25 (as they may be amended from time to time), the National Electrical Code (as it may be amended from time to time), and the Wisconsin Plumbing Code (as it may be amended from time to time).

1.3 Architectural Control. No buildings or other Structures shall be erected, placed or altered on any Lot until the construction plans and specifications, and a plan showing the location of the proposed Structure, shall have been approved in writing by the Architectural Control Committee as to compliance with this Declaration, the use and quality of materials, harmony of exterior design with existing Structures, as to the effect on the general aesthetics of the area, and as to location with respect to topography, grading, drainage and finished grading elevations. The Architectural Control Committee shall be provided with an adequate grading plan showing slopes, existing drainage and proposed drainage patterns.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

So long as Declarant shall own any Lot in the Property, the authority and functions of the Architectural Control Committee shall be exercised by Declarant or its appointee. At such time as Declarant no longer owns any Lot, the Architectural Control Committee shall consist of three (3) Lot owners elected by a majority of the Lot owners, each Lot representing one (1) vote. The

vote of the majority of the members of the Architectural Control Committee shall be the controlling vote and shall be construed to be the vote of the entire Committee. Members of the Committee shall serve for three (3) years or until their successors have been duly elected. Due notice of election of the Committee's successors shall be filed in the Office of the Register of Deeds for Ozaukee County. The Architectural Control Committee's approval or disapproval, as required in the Declaration, shall be in writing. If the Architectural Control Committee fails to approve or disapprove within thirty (30) days after two (2) identical sets of building construction plans and specifications, along with a site improvement survey have been submitted to it, approval will be deemed to have been obtained in so far as required by Section 1.3 of this Declaration; all other provisions of this Declaration to have full force and effect. Action by the Architectural Control Committee shall be final and conclusive. The Architectural Control Committee shall have the right to waive infractions or deviations which, in the opinion of the Committee, may cause undue hardship.

ARTICLE III
RESTRICTIONS

3.1 Building Size and Type. The minimum living area of dwellings erected, placed or permitted to remain on a Lot shall be as follows:

(a) Single story Dwellings, a minimum of 1,300 square feet of living area for a three (3) bedroom residence, 1,500 square feet for a four (4) bedroom residence and an additional 200 square feet of floor area for each additional bedroom in excess of four (4) bedrooms. No floor area below finished yard grade shall be considered living area; all single story dwellings shall have a minimum roof pitch of 6:12.

(b) Two story Dwellings; a minimum of 1,300 square feet of living area for

a three (3) bedroom residence, 1,500 square feet for a four (4) bedroom residence, and an additional 200 square feet of floor area for each additional bedroom in excess of four (4). No floor area below finished yard grade shall be considered living area; all two-story dwellings shall have a minimum roof pitch of 4:12.

(c) Split level Dwellings, a minimum of 1,300 square feet of living area for a three (3) bedroom residence, 1,500 square feet for a four (4) bedroom residence, and an additional 200 square feet of floor area for each additional bedroom in excess of four (4). No floor area below finished yard grade shall be considered living area; all split level dwellings shall have a minimum roof pitch of 4:12.

In no event shall any one family Dwelling contain less than 1,300 square feet of living area. One and one-half story homes shall comply with the two story restrictions. Living area square footage shall be exclusive of porches, garages, bays, patios and breeze-ways. All dwellings shall have an attached private garage for at least two (2) cars having a minimum dimension of at least 20 ft. x 22 ft. No Dwelling shall be erected, moved or placed on a Lot which does not comply with the construction and safety standards of the Wisconsin Uniform Dwelling Code as set forth in the Wisconsin Administrative Code Ch. CCM 20 to 25 (as they may be amended from time to time), the National Electrical Code (as it may be amended from time to time), and the Wisconsin Plumbing Code (as it may be amended from time to time). At least twenty five percent (25%) of the Dwellings to be constructed in the development, to be determined by the Architectural Control Committee (as defined in Article II) in its sole, discretion, shall have at least 25% of the front exterior walls of the Dwelling constructed of brick, stone, Stucco-type material, wood siding, or other natural materials.

3.2 Setbacks.

(a) Setbacks for single story dwellings are as follows: Front-25 feet; Sides-12 feet; Rear-25

(b) Setbacks for two story dwellings are as follows: Front 25 feet; Sides-12 feet; Rear-25 feet.

The Architectural Control Committee shall have the right to revise front, side and rear setbacks within the Improvement Area to conform to the general purpose of this Declaration.

3.3 Nuisance. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done which may be or may become an annoyance or nuisance to the Property. No noxious odors shall be permitted to escape from any structure and no activity which is or may become a nuisance or which creates unusually loud noises or sounds shall be permitted on any Lot. Trash, garbage or other wastes shall not be kept except in a sanitary container which shall be property screened from public view.

3.4 Animals. No animals, livestock or poultry of any kind shall be rain, bred or kept on any Lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

3.5 Signs. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot in area or a sign of not more than five square feet in area advertising the property for sale or rent, or signs used by a building contractor. The Declarant may utilize signs, banners or other marketing tools of unlimited size and quantity to advertise sales of Lots.

3.6 Antenna and Satellite Dishes. Except for a rooftop antenna, which extends not more than five (5) feet above the highest point in the roofline of any dwelling, no

external television antenna or similar devices, including, but not limited to satellite dishes, shall be erected on any Lot without the prior approval of the Architectural Control Committee. All satellite dishes shall be property screened from public view.

3 7 Maintenance and Waste. Lot owner shall maintain at its own expense buildings, improvements, and landscaping in good repair and in clean condition, including, without limitation, the maintenance of natural tree and plant cover, removal of noxious weeds, mowing of lawns, trimming of plants, repainting and repair of Structures, repairing of drive and walk surfaces and such other measures so as to maintain a clean and orderly environment within the Lots, and in accordance with the declared general purpose of this Declaration. No Lot shall be used or maintained as a dumping ground for rubbish. Chemical treatment of plants and ground cover shall in no way alter, destroy or contaminate the natural environment or water quality except in the case of noxious or dangerous plants or weeds. No truck (except a van or pick up truck for personal use), boat, motor home, mobile home, or trailer may be parked on a Lot, outside of a garage. No junk or inoperative cars may be parked on a Lot, outside of a garage for more than two (2) days. Parking shall be permitted on concrete or asphalt-only.

3.8 Construction Debris. It shall be the responsibility of each Lot owner to remove all debris caused by any and all construction work occurring on the Lot. This shall also apply to any street or road abutting the Lot.

3.9 Activity Sales. No more than one (1) garage, rummage or similar sales shall be conducted on any Lot in any one (1) twelve (12) month period and the duration of any such sale shall not exceed three (3) days.

3.10 Firewood. Firewood shall not be stacked or otherwise stored on the exterior of any structure except as follows:

(a) Firewood may be stacked along the rear of the residence or garage. Residences on corner lots shall shield the view of this firewood from the street by way of landscaping or fence.

(b) The firewood may not be stacked at a distance exceeding four (4) feet from the residence or garage.

(c) The quantity of firewood stacked or otherwise stored on the exterior of a structure may not exceed two (2) face cords (a face cord is four (4) feet high, eight (8) feet long and two (2) feet wide).

3.11 Utilities. Any new telephone, electrical or other utility installed in, on or about the Property shall be installed underground only.

3.12 Subdivision Prohibited. No part of the Property shall be divided into smaller parcels without the consent of the Architectural Control Committee and the Village of Belgium Plan Commission.

3.13 Mailboxes. All mailboxes shall be located in a cluster, with a minimum of four (4) mailboxes per cluster of mailboxes.

3.14 Lot Grade. No grade or surface of any Lot shall be changed or altered so as to obstruct or interfere with natural surface water drainage as provided for in the drainage plan which was approved by the Village.

3.15 Village Charges. The Village may charge Lot owners who are benefited by the regional storm water detention pond servicing such Lot owners for any maintenance and repairs performed by the Village on the storm water detention pond, and such Lot owners shall be responsible to pay for said charges. The Village may assess any Lot owner who fails to pay for such charges.

ARTICLE IV

MISCELLANEOUS

4.1 Term. This Declaration shall run with the land and shall be binding upon all persons claiming under the Declaration for a period of twenty-five (25) years from the date this Declaration is recorded. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as amended) shall be automatically extended for successive periods of twenty-five (25) years.

4.2 Amendment. This Declaration may be amended at any time and in any respect by the recording of an instrument executed as follows:

(a) By the owners of at least sixty (60%) percent of the Lots in the Property and, also, executed and approved by the Declarant so long as it owns any parcel or lot in the Property; and

(b) After the Declarant no longer owns any of the Lots, the instrument shall be executed by the owners of at least seventy-five (75%) percent of the Lots.

(c) Except as to administrative and procedural matters, this Declaration may not be amended or otherwise altered or changed without the prior written approval of the Village Board of the Village of Belgium.

The Amendment shall become effective only upon due recording with the Office of the Register of Deeds for Ozaukee County, Wisconsin.

4.3 Enforcement. The restrictions and covenants contained in this Declaration may be enforced by any Lot owner (by proceedings at law or in equity) against any person or persons violating or attempting to violate the same, either to recover damages or to compel compliance, and shall recover reasonable attorney fees and costs if the enforcing Lot owner prevails in any enforcement action or proceeding.

4.4 Conflict. In the event of any conflict between these restrictions and the local zoning and building regulations, the stricter provisions shall apply.

4.5 Invalidity. 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.

Executed the day and year first above written.

HERITAGE PARK SUBDIVISION

MIKE-JOHN INVESTMENTS, LLC

MICHAEL ANSAY

STATE OF WISCONSIN,)
) ss.
OZAUKEE COUNTY)

Personally came before me this 22nd day of January, 2007, the above named M A, to me known to be the person who executed and acknowledged the foregoing document.

Rita Raby

RITA RABY, Notary Public, State of Wisconsin

My commission: March 23, 2008

EXHIBIT A

/EYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

, William R. Henrichs, Registered Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided HERITAGE PARK, being a part of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 12 North, Range 22 East in the Village of Belgium, Ozaukee County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest 1/4; .
Thence S 01°43'45"E along the west line of said Northwest 1/4, a distance of 663.55 feet;
Thence N 88°27'02"E, a distance of 33.00 feet to the east right-of-way line of Middle Road (C.T.H. "KW") and the POINT OF BEGINNING;
Thence N 88°27'02"E, a distance of 1287.39 feet;
Thence S 01°45'03"E, a distance of 198.61 feet to the southwesterly right-of-way line of Central and Northwestern Railroad;
Thence S 09°44'58"W along said right-of-way line a distance of 1838.63 feet to the south line of said Northwest 1/4;
Thence S 88°31'49"W along said line a distance of 921.57 feet to the east right-of-way line of Middle Road (C.T.H. "KW");
Thence N 01°43'45"W along said right-of-way line a distance of 1342.88 feet;
Thence N 88°34'45"E, a distance of 184.79 feet;
nce N 01°43'45"W, a distance of 210.00 feet;
Thence S 88°34'45"W, a distance of 184.79 feet to the east right-of-way line of Middle Road (C.T.H. "KW");
Thence N 01°43'45"W along said right-of-way line a distance of 438.44 feet to the POINT OF BEGINNING.

Said lands containing 2,197,437 square feet or 50.4482 acres.

That I have made such survey, land division and map by the direction of Ansay Development Corp., owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the Village of Belgium and Ozaukee County Department of Parks and Land Use, in surveying, mapping and dividing the same.

September 13, 2006
Date
Rev. November 15, 2006
Rev. November 30, 2006

WISCONSIN
WILLIAM R. HENRICHS
S-2419
Waukesha, WI
LAND SURVEYOR

William R. Henrichs
Registered Land Surveyor, S-2419