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RACINE COUNTY
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DECLARATION FOR PROTECTIVE COVENANTS FOR ROCK RIDGE SUBDIVISION

51-014-03-19-12-001-000
51-014-03-19-13-012-000
51-014-03-19-12-001-020
51-014-03-19-13-012-010 (part)

(Parcel Identification Number)

DECLARATION OF PROTECTIVE COVENANTS FOR
ROCK RIDGE SUBDIVISION

Being a subdivision of a part of the SW ¼ of the SE ¼ of Section 12 and part of the NW ¼ and the SW ¼ of the NE ¼ of Section 13, all in Township 3 North, Range 19 East of the Fourth Principal Meridian in the Town of Rochester, County of Racine and State of Wisconsin.

SEE ATTACHED DESCRIPTION

A LAND DIVISION LOCATED IN THE TOWN OF
ROCHESTER, RACINE COUNTY, WISCONSIN

It is the intent of these Protective Covenants to create aesthetic harmony and provide architectural protection and control for the benefit of owners of property in the subdivision, thus maintaining and enhancing property values and the quality of life in Rock Ridge Subdivision.

ARCHITECTURAL CONTROL COMMITTEE

The administration of the within covenants, the authority to grant approvals hereunder, and the discretionary power granted in this Declaration shall be vested in the Architectural Control Committee, a Committee existing and functioning under a grant of authority from the Developers and/or the Rock Ridge Home Owners' Association Inc.

So long as the Developer, SKSK Development LLC, shall own any lands in the Subdivision, the authority and functions of the Architectural Control Committee shall be vested in and exercised solely by the developer. At the time all of the lots in the Subdivision have been sold or transferred from its name by the developer, developer shall so notify the then owners in writing and the lot owners shall, and as may be regulated and controlled by the Rock Ridge Home Owners' Association, cause to be formed a committee made up of lot owners in good standing to assume the responsibilities and be members of the Architectural Control Committee.

The Architectural Control Committee's consent, approval, or disapproval of structures, as provided herein, shall be in writing. All plans, specifications for the proposed structure and its surrounding lands, and all other data required by the Committee, shall be submitted to the Committee in duplicate. The Committee shall have the right to refuse to approve any such plan or specifications which, in the sole judgment of the Committee, are not in conformity with these restrictions or are not desirable for aesthetic or other reasons.

The Architectural Control Committee shall have the right to waive minor infractions or deviations from these restrictions in case of hardship. The Committee shall have the sole discretion to determine which of the dwelling size requirements of this Declaration of Covenants apply to a particular proposed dwelling and whether the same shall be waived in a particular instance.

In the event the Committee shall not render its decision within 90 days of the submission of all material required by it, it shall be deemed that the Committee has given its consent and approval to the proposed usage/structure.

A. USE OF LOTS

A-1. All lots in the Subdivision shall be used for single-family residential use, only except for such *home-office* businesses as allowed by the Racine County Planning and Zoning Department and the Town of Rochester, if applicable. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage or other outbuilding shall be used at any time as a residence.

A-2. No non-licensed vehicles or a licensed vehicle, which is legally inoperable, nor trucks exceeding one ton, and any truck primarily used for storage, all motorcycles and

snowmobiles, and material or equipment of any kind, shall be stored(as opposed to incidental parking) outside or permitted to remain on any property in said subdivision unless under permanent fully enclosed storage; provided, however, that this restriction shall not apply during the period of construction for equipment and material used in the actual construction of a residence. Notwithstanding that stated above, a boat and trailer, not to exceed one of each, may be parked at the side of a garage or to the rear of dwelling only from April through October.

A-3. No fences, hedges, or trees shall be maintained on any lot in the Subdivision that unreasonably restricts the view or use of property of other lot owners in the Subdivision. Any fence must be approved by the Architectural Control Committee before its construction and fences on or about lot lines shall only be composed of natural trees of a type and size approved by the Architectural Control Committee.

A-4. To enhance the strict residential character of the lots in such Subdivision, no advertising signs shall be permitted upon any lot or building in such Subdivision except professionally lettered, temporary "For Sale" signs not exceeding six (6) square feet in area. Signs approved by the Architectural Control Committee may-be used by the developer and a builder to advertise the property during the construction and the sales period.

A-5. No shooting of firearms or hunting shall be allowed in the Subdivision.

A-6. The keeping of horses, poultry or other animals(except for dogs, cats, or other household pets not kept, bred, or maintained for any commercial purposes, each home being allowed no more than three dogs and three cats), shall be considered on a case-by-case basis by the Architectural Control Committee. All household pets shall be properly restrained, housed, and confined so as not to constitute a nuisance to other property owners. Dog houses and runs

shall be allowed in rear yards only and shall be placed not less than seventy-five feet (75') from neighboring dwellings.

B. BUILDINGS AND CONSTRUCTION

B-1. Only One (1) single-family residential dwelling shall be placed on any lot in such Subdivision and no lot shall be re-divided except for lot line adjustments between adjoining landowners which does not create a new lot or building site.

B-2. No lot owner shall cause any fill to be placed on any lot for the purpose of unlawfully changing the existing contour thereof.

B-3. Front, rear and side setbacks for all structures shall be approved by the Architectural Control Committee. If greater setbacks are required by ordinance, then, in such cases, the greater setback shall prevail.

B-4. No building in such Subdivision shall be occupied or used until the same is completed. Any construction must be completed within one (1) year after start of such construction.

B-5. A lot shall be landscaped with seed or sod within one (1) year after completion of the dwelling. Landscaping shall include the area between the front lot line and the edge of the street pavement. At least five (5) trees, with a minimum height of eight feet (8'), shall be planted in the front yard of each lot at the time of landscaping, unless such trees already exist.

B-6. Dwelling Size – The required minimum living area for houses in the Subdivision shall be as follows:

1. One (1) story-house, a minimum of 1,800 square feet. No floor area below finished yard grade shall be considered living area.

2. Bi-level, Tri-level, or Split-level house, a minimum of 2,200 square feet.

3. Two (2) story house, a minimum of 2400 square feet,1,600 of which shall be on the first floor. No floor area below finished yard grade shall be considered living area.

Architectural design and appearance will be considered and the Architectural Control Committee may grant variances at its discretion. In addition to the size and architecture of the house, the Architectural Control Committee shall take into consideration the costs, the materials to be used, and the effect upon adjacent properties, including the physical placement of the structure. Any square footage restriction on Lot 8 as to size of the principal residence shall be reduced by 200 square feet.

B-7. All houses must have a full basement and a garage which shall not be smaller than a two (2) car nor larger than four (4) cars in capacity and must be attached thereto and fully enclosed to the principal residence.

B-8. Outside auxiliary buildings shall be allowed only by express written approval of the Architectural Control Committee and then only when the design and exterior is compatible with the exterior and design of the residence.

B-9. No building, fence, swimming pool, or structure of any kind shall be constructed, placed, added to, or remodeled in such Subdivision until the complete building plans and specifications, including a plan showing the exact proposed location and grade elevation of such structure and the type and character of the architecture and the building materials to be used in the construction of the same, shall have been first submitted to and approved in writing by the Architectural Control Committee. Complete plans and specifications shall include a lot grading

plan showing drainage to coincide with the subdivision engineering plans. The Committee determine the house placement always considering its effect on neighboring structures and the Committee will also seek to minimize cut and fill operations.

B-10. Any buildings, moved from outside the subdivision, and intended to be installed within said subdivision, must be approved by the Committee.

B-11. All new electric, telephone and cable television lines installed within the Subdivision shall be installed underground.

APPLICATION OF RESTRICTIONS AND ENFORCEMENT

C-1. The restrictions, protections, and covenants herein contained shall be in addition to any restriction and conditions now or hereinafter imposed upon such property by any state law or regulation; municipal ordinance, rule or regulation; restrictions imposed on the subdivision plat, or county zoning ordinance or regulation.

C-2. All of the restrictions, protections and covenants herein contained shall remain in full force and effect for a period of twenty-five (25) years from the date hereof and, unless vacated by the vote of the members of the Home Owners' Association, for successive periods of ten (10) years each thereafter, excepting the restrictive covenants as required by Racine Planning and Zoning and/or the Town of Rochester, which shall be perpetual unless waived in writing by said entity.

C-3. The restrictions, protections, and covenants herein contained shall be deemed covenants running with the land and shall be binding on all owners of lots in such Subdivision for the duration of this Declaration. The undersigned Developers agree for themselves, their heirs, personal representatives and assigns, that each conveyance hereafter made of any lot in

such Subdivision shall contain an appropriate reference to and shall be made subject to this declaration.

C-4. The restrictions, protections, and covenants contained may be enforced by any owner or owners of land in such Subdivision(if the Homeowner's Association or the Architectural Committee refuses to enforce the same), or by the Homeowner's Association, or by the Architectural Control Committee, by action brought for that purpose, and judgment in any action can provide for the removal of any building erected in violation of any of the provisions hereof and for the abatement of any other violation. In such action wherein judgment is granted adjudging a violation of the terms and provisions of the declaration, such judgment shall include provision for the expense of enforcement of this Declaration, including reasonable attorney's fees in addition to taxable costs. The Town of Rochester and/or Racine County may, but are not required to, enforce these restrictions. In the event that the Town of Rochester sees fit to enforce any of these restrictions, due to the refusal or inability to enforce the same by a lot owner(s), or the Association or the Architectural Control Committee, the reasonable costs and fees of the Town shall be recoverable by the Town either from the Association itself, or by a special tax, pro-rata among lot owners, notice of the same being hereby expressly waived.

C-5. After the expiration of one (1) year from the date of its completion, any building or other structure built or erected within such Subdivision shall be deemed to comply with the provisions of this Declaration unless written notice shall have been given to the owner of such building or other structure complained of, specifying the nature of the violation and demanding its removal or abatement. This one (1) year provision shall not apply to the restrictions

mandated by the State of Wisconsin, Racine County Planning and Zoning or the Township of Rochester.

C-6. Invalidation of any of the restrictions, protections, and covenants herein contained shall in no manner affect any of the other provisions hereof, all of which shall be deemed to remain in full force and effect.

C. MISCELLANEOUS.

D-1. The provisions of the Declaration may be amended from time to time by the consent of ninety per-cent (90%) of all of the owners of lots in such Subdivision during the initial twenty-five (25) year period of time when such Declaration is declared to be in effect, however, the restrictions imposed by Racine County Planning and Zoning or the Town of Rochester and other governmental agency, cannot be amended without the written consent of Racine County and any usage legally in existence at the time of amendment shall not be invalidated.

D-2. Garbage cans, if kept outside, shall be fenced or screened and kept in a neat and orderly fashion in the rear or side yard only.

D-3. Clothes lines may only be located in the rear or side yard area.

D-4. Children's play areas, including swing sets may only be in the rear or side yard.

D-5. All other structures installed or maintained outside the principal structure, such as L.P. gas tanks, shall be enclosed or screened so as to limit visibility from the street or from adjoining lots. All enclosures or screening, must be approved by the Architectural Control Committee. L.P. tanks shall be screened at the time of landscaping.

D-6. Firewood, if kept outside, must be stacked neatly in rear or side yard areas only.

D-7. T.V. and radio towers, antennas, and satellite reception equipment(over two(2) feet in diameter) must have Architectural Control Committee approval before construction.

D-8. All residences, outbuildings, if any, and yards, whether with a principal structure or not, shall be kept and maintained in a neat, orderly manner so as to present a pleasing appearance. Violations of this covenant shall be determined by the Architectural Control Committee and may be ordered corrected by such Committee at the expense of the lot owner.

D-9. All driveways shall be either concrete, asphalt, or brick and shall be completed within two(2) years of occupancy. Roofs must be made of dimensional shingles.

D-10. Dirt bikes, ATV's or similar vehicles and tracks for the same shall be prohibited except for lot maintenance.

D-11. The recorded plat of Rock Ridge Subdivision contains certain easements, restrictions and annotations applicable to the subdivision. Those easements, restrictions and annotations are incorporated by reference into these Protective Covenants. Any party purchasing a lot within this subdivision are deemed to have received a copy of said plat.

D-12. All references to Subdivision herein shall be construed to mean Rock Ridge Subdivision, a Subdivision in the Town of Rochester, Racine County, Wisconsin.

D-13. In the event Federal, State, County or local municipal ordinances, rules, regulations, statutes and/or laws are more restrictive than these covenants, then those Federal, State, County or local directives shall control.

D-14. In the event any part of these covenants are deemed invalid by a Court of Law, then, and in that event, it is the specific intent that the remainder of these covenants shall still be in full force and effect.

D-15 The Town of Rochester is granted an easement/right to enter upon any and all real estate located in this subdivision for purpose of enforcing, if the event it chooses to do so, any covenant or agreement as indicated in the Developer's Agreement or these restrictions affecting this subdivision.

D-16. Any engineering or survey costs incurred after the closing of the purchase of any lot in this subdivision, shall be the responsibility of purchaser.

E HOMEOWNERS ASSOCIATION

E-1. There shall be created a Homeowners' Association which shall, among other things, be designated as an authority(with the Architectural Control Committee) to enforce these restrictions; as the authority which shall control and maintain the common areas and to perform all lawful functions as mandated by any governmental unit.

E-2. All owners of lots within Rock Ridge Subdivision shall be subject to assessment for normal and customary expenses or the Association.

F LANDS EXCLUDED AND SPECIALLY RESTRICTED

F-1 Lot 7 is excluded from these covenants, except as to potential assessments, Association fees, or special taxes are concerned Further, in compliance with a request from Racine County and the Town of Rochester, Developer asserts that Outlots 2 and 3 will be conveyed to Garrick W. and Pamela M. Smith upon approval of the final plat.

F-2 Lots 7 and 8 shall proportionately own the pond located thereon and the owners of said lot(s) shall be required to maintain the same. This is a private pond and not accessible to other members of the Association; or owners in this subdivision or the public at large.

F-3 Outlot 1 shall be owned and maintained by the Home Owners Association, of which every lot owner shall be deemed a member and subject to assessments and charges as authorized by law and the area within the loop of the road shall be owned by the Township but maintained by the Home Owners' Association.

G. MAINTENANCE OF DRAIN TILE

G-1. The developer, for itself, its successors and assigns, acknowledges that within the Subdivision there are drainage tiles which run through the developer's property and continue to run through the following properties:

(a) Tax Parcel ID 51014031912014000 and 51014031913018000 owned by Catherine Birkett;

and

(b) Tax Parcel ID 51014031913008000 and 51014031913009000 owned by Richard and Elizabeth Rehberg.

G-2. The developer for itself and future lot owners in the subdivision, acknowledges that in the event that repair, replacement or maintenance of any of the aforesaid mentioned tiles found within the boundaries of the development becomes reasonably necessary, that the Homeowner's Association, shall be responsible for the cost of all such repairs, replacement and/or maintenance. Further, the developer for itself and future lot owners in the subdivision and the Homeowner's Association acknowledges the presence of a maintenance agreement for the aforementioned drain tile(s) dated June 20th, 1950. Developer for itself and future lot owners in the subdivision and for the Homeowner's Association that it shall be responsible for Twenty-five (25%) of the cost

of any of the "third party's" *[1] responsibility as that term is defined in the aforementioned maintenance agreement, said agreement on file with the Town Clerk of the Town of Rochester.

IN WITNESS THEREOF, The parties hereto have executed this Declaration this 14th day of June, 2005.

Declarants:

SKSK DEVELOPMENT LLC by

STEVEN KEMPKEN

STEVEN KNURR

Personally came before me this 14th day of June, 2005, the above named Steven Kempken and Steven Knurr, to me known to be the persons who executed this agreement.

ROBERT LUDWIG JR. NOTARY PUBLIC STATE OF WISCONSIN

NOTARY PUBLIC
My commission ~~is permanent~~. expires 4/16/2006

APPROVED:

(Lender)
Community State Bank

JOHN HOTVEDT
Attorney for the Town of Rochester

This instrument prepared by.
Attorney Mike Dubis
208 E. Main Street
Waterford, Wi 53185
262-534-6950
#01014947

[1] As of the date of execution of these Restrictive Covenants, it is the Developer's understanding that the aforementioned third party consists of the Birkett and Rehberg properties referenced above, this development and the farm adjacent to these properties located in the Town of Dover as owned by Donald and Della Rowntree.

B.W. SURVEYING, INC.
412 N. Pine Street
Burlington, Wisconsin 53105
Phone: (262) 767-0225 • Fax: (262) 767-0228

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, AND PART OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, ALL IN TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF ROCHESTER, COUNTY OF RACINE, STATE OF WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN THE SOUTH 1/4 CORNER OF SAID SECTION 12; THENCE NORTH 01°23'03" WEST 570.37 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH 87°41'28" EAST 580.01 FEET; THENCE NORTH 01°23'03" WEST 751.14 FEET TO A POINT IN THE CENTER LINE OF ROWNTREE ROAD; THENCE NORTH 87°41'31" EAST ALONG SAID CENTER LINE 732.56 FEET; THENCE SOUTH 01°38'36" EAST 1322.74 FEET; THENCE SOUTH 01°52'27" EAST 2638.95 FEET; THENCE SOUTH 87°56'08" WEST 692.28 FEET; THENCE NORTH 02°01'53" WEST 1927.03 FEET; THENCE SOUTH 87°44'56" WEST 619.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE NORTH 02°01'53" WEST ALONG SAID WEST LINE 709.63 FEET TO THE PLACE OF BEGINNING. CONTAINING 82.15 ACRES OF LAND MORE OR LESS. SUBJECT TO RIGHTS OF THE PUBLIC OVER THE NORTH 33 FEET THEREOF FOR ROAD PURPOSES (ROWNTREE ROAD).

PREPARED FOR: STEVE KEMPKEN

TAX KEY #:

51-014-03-19-12-001-000
51-014-03-19-13-012-000
51-014-03-19-12-001-020
51-014-03-19-13-012-010 (part)

FROM	014-03-19-12-001-000
	014-03-19-12-001-020
	014-03-19-13-012-000
PT OF	014-03-19-13-012-010
TO	
LOT#	PARCEL#
1	014-03-19-12-001-001
2	014-03-19-12-001-002
3	014-03-19-12-001-003
4	014-03-19-12-001-004
5	014-03-19-12-001-005
6	014-03-19-12-001-006
7	014-03-19-12-001-007
8	014-03-19-12-001-008
9	014-03-19-12-001-009
10	014-03-19-12-001-010
11	014-03-19-12-001-011
12	014-03-19-12-001-012
13	014-03-19-12-001-013
OL 1	014-03-19-12-001-014
OL 2	014-03-19-13-001-015
OL 3	014-03-19-13-001-016