

**AFFIDAVIT OF CORRECTION**

Document Number

DOC # 1987723  
Recorded  
AUG. 12, 2004 AT 04:25PM



MARK LADD  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$19.00



AFFIANT, Riversview Development, L.L.C. and Judith E. Sprague  
hereby swears or affirms that a certain document which was titled as follows:  
Restrictive Covenants (type of document), recorded  
on the 18th day of February, 2004 (year) in  
Volume / Reel \_\_\_\_\_ Page / Image \_\_\_\_\_  
as Document Number 1956781 which was recorded  
in Racine County, State of Wisconsin, contained the  
following error (if more space is needed, please attach addendum):

Section 26, Paragraph 4 contains the wrong lot numbers.

Recording Area

Name and Return Address  
Riversview Development, L.L.C.  
1020 West Blvd.  
Racine, WI 53405

19-

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows (if more space is needed, please attach addendum):

51-151-03-22-10-403-340 and 51-151-03-22-10-403-350  
Parcel Identification Number (PIN)

Section 26, Paragraph 4, the correct lot numbers shall be Lots 34 and 35 of Oak Hill Subdivision.

A copy of the original document (in part or whole)  is  is not attached to this Affidavit (if a copy of the original document is not attached, please attach legal description and names of grantors and grantees).

RIVERSVIEW DEVELOPMENT, L.L.C.

Dated: August 11, 2004

Signed: \_\_\_\_\_

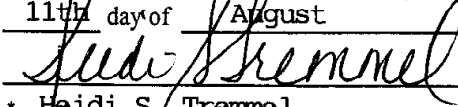
\* Carl W. Korndoerfer, Member

State of Wisconsin )  
 ) ss.  
County of Racine )

AFFIANT is the (check one):

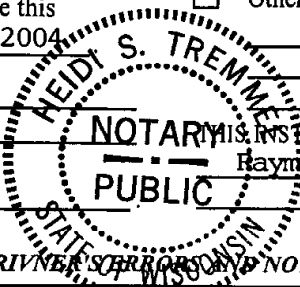
- Drafter of the document being corrected.
- Owner of the property described in the document being corrected.
- Other (explain: \_\_\_\_\_)

Subscribed and sworn to (or affirmed) before me this  
11th day of August, 2004



\* Heidi S. Tremmel  
Notary Public, State of Wisconsin

My commission (expires) (if): 4/2/06



INSTRUMENT WAS DRAFTED BY:  
Raymond C. Leffler

**THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.**

\* Names of persons signing in any capacity must be typed or printed below their signature.

0000766

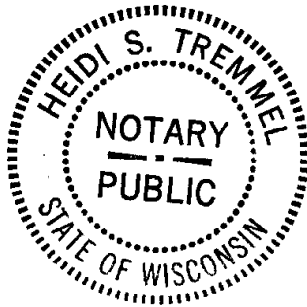
Owner of Lot 35, Oak Hill Subdivision

Judith E. Sprague  
Judith E. Sprague

ACKNOWLEDGMENTS

STATE OF WISCONSIN    )  
  ) ss.  
RACINE COUNTY         )

Personally came before me this 11th day of August, 2004, the above named Judith E. Sprague, to me known to be the person who executed the foregoing Affidavit and acknowledge the same.



Heidi S. Tremmel  
Notary Public Heidi S. Tremmel  
Racine County, Wisconsin  
My Commission expires: 4-2-06

0000767

RESTRICTIVE COVENANTS

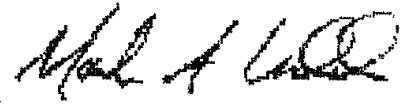
DOC # 1956781

Recorded

FEB. 18, 2004 AT 11:48AM

Document Number

Document Title



MARK LADD  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$65.00

Lots 1 through 38, Oak Hill, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 9, and a part of the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 10, Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.

Recording Area

Name and Return Address

Riversview Development  
1020 West Blvd.  
Racine, WI 53405

65'

See Attached

Parcel Identification Number (PIN)

**RESTRICTIVE COVENANTS  
FOR  
OAK HILL SUBDIVISION**

This declaration of conditions, covenants, restrictions and easements regarding Oak Hill Subdivision, in the Village of Mt. Pleasant, Racine County, Wisconsin is made by Riversview Development, L.L.C., hereinafter called "Developer".

WHEREAS, Developer holds 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 have been platted as Oak Hill Subdivision; said lands being hereinafter referred to as the "Subdivision"; and,

WHEREAS, 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 Developer hereby imposes upon the lands described in Exhibit A and known as Oak Hill Subdivision, 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 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 erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property, to encourage and insure the construction of attractive buildings designed and built in accordance with a harmonious theme, to define the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; and to provide and maintain proper setbacks from streets.

26. EASEMENTS, PRESERVATION EASEMENTS, WETLAND & FLOODPLAIN AREAS

Easements have been reserved for various public and semi-public purposes on the recorded plat as well as within separate recorded easement documents. Use of the easement areas is defined within the recorded documents and may further be defined by applicable local ordinances. Prior to construction of improvements, or disturbance of any easement area, each lot owner should carefully review all recorded easements and contact the Village for any ordinances. (See Section 11(f) regarding fencing of easement areas.)

Lands lying within any designated Preservation Easement (secondary environmental corridor, wetland, or floodplains) shall be preserved and protected by prohibiting the following: Grading, filling, tiling, draining, excavating, and dredging; erecting any structures; removing or destroying any native vegetation, except for diseased, non-indigenous species or noxious weeds (as defined by local ordinances); introducing plants not native or indigenous to the natural environment; creating a mown landscape, gardening, cultivating, or deposited yard waste of any type; and grazing of domesticated animals, where applicable.

Wetland areas located within the Outlot areas must maintain a twenty-five (25) foot "no-disturbance" zone as shown on the final plat, except for Lots 36 and 37 which must maintain a five (5) foot "no disturbance" zone as shown on the final plat.

Portions of Lots 36 and 37 of Oak Hill Subdivision contain land located within the Federal Emergency Management Agency (FEMA) regulated Pike River Floodplain, as designated on the final plat. The building envelope for these lots lies outside of the floodplain line, however, purchasers of these lots are advised that the financing and insurance requirements on these residences may be adversely impacted by this designation and the purchaser may be required to obtain the necessary flood insurance coverage.

**These preservation easement, wetland and floodplain restrictions are intended to run with the land for perpetuity and may not be altered or removed without prior review and written approval by the Village of Mt. Pleasant.**

27. 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. Until such time as the Developer shall have no interest in the Subdivision, any modification under this section must be approved in writing by the Developer.

**PARAGRAPHS 27, 30, 31, 32, 35 and 36 MAY NOT BE MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL OF BOTH RACINE COUNTY AND THE VILLAGE OF MT. PLEASANT.**

**PARAGRAPH 34 MAY NOT BE MODIFIED WITHOUT THE WRITTEN APPROVAL**