

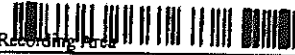
Document Number

**DECLARATION OF RESTRICTIONS,
COVENANTS AND EASEMENTS FOR
ROOKERY LANDING ESTATES EAST
SUBDIVISION**

DOC # 2094276
Recorded
JULY 20, 2006 AT 10:20AM

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$41.00



Recording Fee
Name and Return Address

John E. Horvedt
Lloyd, Phemicie, Lynch, Kelly & Horvedt
432 Milwaukee Avenue
P.O. Box 700
Burlington, WI 53105

41-

(Parcel Identification Number)

**ROOKERY LANDING ESTATES EAST PARCEL
FROM**

014-03-19-01-029-000
014-03-19-12-016-000

TO

LOT	PARCEL
1	014-03-19-12-016-010
2	-020
3	-030
4	-040
5	-050
6	-060
7	-070
8	-080
9	-090
10	-100
11	-110
12	-120
13	-130
14	-140
15	-150

**DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS
FOR ROOKERY LANDING ESTATES EAST SUBDIVISION**

This Declaration of Restrictions, Covenants, and Easements ("Declaration"), is made by PREMIUM PROPERTY VENTURES, LLP, a Wisconsin limited liability partnership (the "Developer").

RECITALS

WHEREAS, the Developer is the owner of the real property located in the Town of Rochester (the "Town"), County of Racine, State of Wisconsin, known as Rookery Landing Estates East Subdivision; and

WHEREAS, the Developer desires to subject Rookery Landing Estates East Subdivision, described on the attached Exhibit A, including Lots 1-15 and Outlot 1 as shown on the final plat, which is made a part hereof and described in Article II of this Declaration (the "Property"), to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration, each and all of which is and are for the benefit of the Property, the Developer, the Town and for each owner thereof and shall pass with ownership of such Property and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and owner thereof.

WHEREAS, it is the Developer's intention to develop the property into fifteen (15) single-family lots and one Outlot which will be conveyed to the adjacent property owner.

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration shall have the following meanings:

- 1.1 "Developer" shall mean Premium Property Ventures, LLP.
- 1.2 "Association" shall mean and refer to Rookery Landing Estates East Homeowner's Association, Inc.
- 1.3 "Property" shall mean and refer to all existing properties as are subject to this Declaration.

1.4 "Lot" shall refer to Lots 1-15.

1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the term Owner shall refer to such person instead of the vendor.

1.6 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 1.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The Property, more particularly described on Exhibit A, the legal description, and attached to as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed, and occupied subject to this Declaration is located in Racine County, Wisconsin.

ARTICLE III GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subjected to this Declaration to insure the best use and most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property, to provide for an entrance to the property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure an appropriate development of the Property; to encourage and secure the erection of attractive, substantial homes with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from the street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots; and in general to provide adequately for an appropriate type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by zoning ordinance. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not exceeding two stories or thirty-five feet (including attic) in height, a private attached garage and accessory structures as authorized by Section 3.12 of this Declaration.

3.3 Architectural Control. No building, fence, wall, swimming pool, driveway, deck, sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change

or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall apply for or obtain a building permit for a Lot from the Town without first submitting the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, said plans and specifications shall be deemed approved. Further, in the event that any construction or modification occurs without ACC approval, if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of applicable ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

3.4 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot. No previously constructed dwelling or structures shall be relocated to or situated upon any Lot. The Developer will set and approve all grades for construction.

3.5 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garage, porches, patios, breezeways, three season rooms and similar additions), measured along the exterior walls of less than the following areas:

- (a) Not less than 2,400 square feet for a one story dwelling;

(b) Not less than 2,400 square feet for a split level with a minimum first floor area of 1,400 square feet.

(c) Not less than 2,800 square feet for a two story dwelling with a minimum first floor area of 1,400 square feet.

3.6 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plan hereinafter the ("Grading Plan(s)") on file with the Town Engineer. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by Developer, but in no event, less than that set forth on the final Plat and provided by the Developer and Town Ordinance.

(b) Within each set of building construction plans submitted to the Developer, shall be a plat of survey showing the placement of the proposed building with the existing ground grade shown at all corners together with all easements as shown on the final plat. Subject to Town requirement, the Developer reserves the right to make modifications as to the final first floor grade of the building. The landscaping and drainage of the Lot shall conform to Grading plans.

(c) Each Owner shall be responsible for insuring that drainage from said Owners Lot adheres to the existing drainage patterns as set forth in the Grading plans and that the Owners construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the Grading plans as these plans are amended by the Developer from time to time, subject to Town approval. Minor changes from said Grading Plans, where these changes do not violate the purpose, spirit, and intent of said Grading plans, shall be reviewed and may if for good and sufficient reasons, be approved by the Developer and the Town; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(d) Upon the approval of the building grades by the Developer, the applicant shall provide the approved grades to the Town for review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled, at the Lot Owners cost, to a location within the Property or adjacent lands specified by the Developer and shall not be removed from the Property without the permission of the Developer.

3.7 Ponds. Any ponds to be constructed shall be so constructed in accordance with all applicable state and local regulations. Further, the Developer reserves the right to designate and require Owner to use Reesman's Excavating and Grading, Inc. as the exclusive contractor for all pond construction in the development.

3.8 Driveways. Driveways shall be constructed of a hard surface material, such as concrete, pavers, or blacktop.

3.9 Completion. All construction of dwellings and other incidental structures shall be completed within one year from date of commencement of construction. Paving of driveways, construction of walkways, landscaping shall be completed within one year of issuance of an occupancy permit from the Town.

3.10 Easements/Dedications/Obligations.

(a) Easements - General. Certain Easements affecting the Property may be recorded on the final plat for Rookery Landing Estates East Subdivision in the office of the Register of Deeds of Racine County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the Town and to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, telephone, cable TV and for other purposes such as sewers, storm water drains gas mains, water pipes and mains, and similar services, for performing any public utility or quasi public utility function or for any other improvement and benefit of the Property, and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement areas are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways, and other such uses as are described on the final plat and shall otherwise care for and maintain such areas provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Town, nor shall any improvements be placed within such areas without the prior written consent of the Developer, Town and/or any other party having and interest in the respective easement area.

(b) Setbacks. The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas (Setbacks) are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen days of written request therefore by the Developer, or after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements upon such terms as may be reasonably requested. No structures or other improvements may be constructed in the

Setback area except landscaping and subject to additional restriction as set forth in the Final Plat.

(c) Drain Tile. The Final Plat confirms the existence of a farm drain tile easement which will affect certain Lots in the subdivision and may restrict certain Lot Owners from completing improvements to a Lot. In completing any subdivision improvements, the Developer shall not damage or otherwise adversely affect any Drain Tile located within the easement area; provided that the Developer may relocate any such Drain Tile so as to allow subdivision improvements if such relocation does not adversely affect the land or quantity of flow of water through the Drain Tile. The obligations contained within this section shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title in their capacity as Lot Owners and shall benefit and be enforceable by the Town, the Developer and the Association. The Developer, its successors and assigns in title shall be relieved of any preservation protection or maintenance obligations they may have as Lot Owners to the extent that the Association is required to perform any maintenance obligations hereunder.

3.11 Zoning Laws. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Town and Racine County ordinances and applicable state and federal laws as may be amended from time to time. No Lot shall be further divided or combined without the approval of the Town, except for lot line adjustments permitted under Town ordinances. The requirements under the Town ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with the Town ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the Town ordinances, and the Town ordinance is more strict than the provisions of this Declaration, the Town ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration, shall not imply that no such requirement exists with the Town and shall not constitute a waiver of such Town requirement and or approval

3.12 Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

(a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or equipment for disposal of the same shall be properly screened from public view. Outside incinerators are not permitted.

(b) Except as provided in section 3.12, no vehicle, truck, trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational vehicles, such property must be stored in garages. No trucks, buses or vehicles other than private passenger cars pickup trucks or similar private vehicles shall be parked in private driveways or on any Lot for purposes of other normal course of construction or for services rendered to a dwelling or Lot.

3.13 Accessory structures. Accessory structures may be constructed only if compatible with the dwelling are aesthetically pleasing and comply with Town and/or County ordinances. Permanent storage type sheds may be erected on the Lot provided that they have a cement slab foundation; no larger than 1,200 square feet; are similar in design, character and color to the existing family dwelling.

3.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or keep on any Lot, except that not more than a total of three dogs or cats, or may be kept in a manner which will not disturb the type and quality of life and environment of the Property. No animals shall be kept, bred or maintained for any commercial use.

3.15 Mailboxes. One mailbox shall be installed at the street and in such a location as specified by the Postal Department.

3.16 Yard Lights. At the time of initial construction on any Lot, the Lot Owner shall install an outdoor electric yard light on a lamp post of a style and in a location approved by the Architectural Control Committee and shall maintain such lamp post in good working condition at all times.

3.17 Garages, Parking and Concrete Driveway Approaches. Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than 2.5 and not more than 4 stalls for each one family dwelling built upon such Lot and shall be connected to the street by a properly surfaced driveway as set forth herein. Each driveway shall be installed and completed within one year from date of issuance of any occupancy permit.

3.18 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, constructed or modified shall on the constructions plans, denote exterior building materials proposed to be used, i.e. brick, stone, wood, vinyl siding, aluminum or other similar materials.

(b) The roofing materials on all dwellings shall consist of wood, tile, or fully dimensional asphalt shingles. In no event shall conventional asphalt shingles be permitted.

(c) All dwellings shall have a minimum roof pitch of 6:12, or as otherwise approved by the Architectural Control Committee.

3.19 Fences and Walls. No fence or wall shall be permitted to extend beyond the rear building setback line established herein and shall not be more than 5 feet in height. All fences shall be constructed of a product that would be harmonious in design and color to the residential design.

3.20 Swimming Pools. All outdoor swimming pools shall comply with municipal ordinances. No swimming pool shall be constructed above ground level unless the topography of the Lot is such that a pool constructed on a hillside may have a portion of the pool and/or pool deck above ground, provided that property landscaping and retaining walls are provided and approved by the Architectural Control Committee. All pools shall be protected by proper fencing or screening not exceeding 5 feet in height. Specifications for the pool and location of the pool must be approved by the Architectural Control Committee prior to construction.

3.21 Towers, Antennae and Satellites. TV and radio towers, antennae and satellite reception equipment (over 2 feet in diameter) must have Architectural Control Committee approval prior to construction.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.10 Membership. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (1) vote in the Association for each Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. So long as the Developer, or its successors and assigns shall own one (1) or more Lots, the authority and functions of the Board of Directors and the Architectural Control Committee shall remain in and be exercised solely by the Developer or its successors and assigns. When the Developer, or its successors and assigns, no longer owns one (1) or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot to be sold by the Developer, whichever occurs first, the Developer shall promptly select three (3) Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors, thereafter consisting of three (3) members, shall be elected by the Members at each annual meeting of Members. Members of such elected Board of Directors shall serve for one (1) year or until their successors have been duly elected. The members of the Board of Directors shall not be entitled to any compensation for their services as such members. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

4.20 Dedication of Outlot. The Developer shall upon recording of the plat created hereunder, give, grant, dedicate and convey Outlot 1 to the property owner immediately adjacent to said Outlot 1.

ARTICLE V FARM DRAIN TILE

5.1 Association Obligations. The Association shall be obligated to assure that all Drain Tile existing on the Property on the date of this Declaration remain in working order.

5.2 Right to Enter and Maintain. The Association and the Town are hereby granted an easement and, consequently, shall have the right to enter upon any Lot on reasonable notice to the Owner for the purpose of repairing, maintaining, or reconstructing any Drain Tile system so as to assure the continued free flow of water through the Drain Tile; provided that the Association shall be obligated to restore the surface of the Lot to the condition which existed prior to any such maintenance and repair. However, no improvements located in the easement area will be replaced or restored.

5.3 Damage or Destruction of Drain Tile by Owner. In the event any Drain Tile is damaged or destroyed by a Lot Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association or the Town to repair said damaged Drain Tile. The Association or the Town shall repair said damaged Drain Tile in a good and workmanlike manner. The amount necessary for such repairs, together with ten percent (10%) for overhead, shall be a special assessment upon the Lot of said Lot Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within thirty (30) days after notice to pay. Any such damage not caused by a Lot Owner shall be the responsibility of the Association.

ARTICLE VI COVENANT FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association (1) annual general assessments or charges; and (2) special assessments for improvements and repairs to the Drain Tile.

6.2 Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment may be levied by the Association and shall be used exclusively to promote the health, safety and welfare of the Lot Owners and, in particular, for the maintenance, repair, preservation and operation of the Drain Tile in accordance with the requirements set forth herein, including, but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.

(b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2(a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally.

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

6.3 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.4 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (I) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use and (ii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges, or liens.

6.5 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.

6.6 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to Fifty Dollars (\$50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.

6.7 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Racine County within six (6) months from the date of levy. Such claim for lien

shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin States § 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.8 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Town, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the final plat.

ARTICLE VII ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. This Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer and/or the Association and/or the Town or such person or organization specifically designated by the Developer, in a document recorded in the office of the Racine County Register of Deeds, as its assignee for the purpose thereof.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns, and/or the Association, and/or the Town, but the Town shall have no obligation to enforce the same and may do so in its discretion, in any manner provided by law or equity, including but not limited to one or more of the following:

- (a) Injunctive relief;
- (b) Action for specific performance;
- (c) Action for money damages as set forth in this Declaration; and

(d) Performance of these covenants by the Developer, and/or the Association, and/or the Town on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the Town describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association, or the Town for the actual costs, plus fifteen percent (15%) for overhead, related to or in connection with performing these covenants.

7.3 Reimbursement. Any amounts expended by the Developer, the Association, and/or the Town in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer, the Association, and/or the Town, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns, the Association, and/or the Town to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

7.5 Right to Enter. The Developer, the Association, and/or the Town shall have the right to enter upon any building site or other Lot within the premises for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants and if the Developer, the Association, and/or the Town so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.

7.6 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the final plat.

ARTICLE VIII GENERAL PROVISIONS

8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer and shall be for the benefit of and be enforceable solely by the Association for a period of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended, subject to the Town's written approval, at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration provided the prior written approval of the Town is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds of Racine County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

8.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

8.3 Enforcement. To the extent that other specific remedies are not provided herein, upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of Five Hundred Dollars (\$500.00) and an additional fine of One Hundred Dollars (\$100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of twelve percent (12%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

IN WITNESS WHEREOF, this instrument has been duly executed this 12th day of July, 2006

PREMIUM PROPERTY VENTURES, LLP

By: Robert J. Riggs

Robert J. Riggs - Partner

By: Jacqueline A. Riggs

Jacqueline A. Riggs - Partner

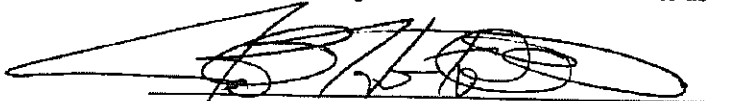
The Gregory and Sheryl Reesman Living Trust
dated February 26, 1999 - Partner

By: Gregory A. Reesman

Gregory A. Reesman, Trustee

State of Wisconsin)
) ss.
Racine County)

Personally came before me this 2nd day of July, 2006, the above named Robert J. Riggs, Jacqueline A. Riggs and Gregory A. Reesman, to me known to be the persons who executed the foregoing instrument and acknowledge that he executed the same as the Developer.



Notary Public, Racine County, State of Wisconsin
My commission expires: 5 December

This instrument was drafted by
R. William Phenicie
Lloyd, Phenicie, Lynch, Kelly & Hotvedt, S.C.
432 Milwaukee Avenue
P O Box 700
Burlington, Wisconsin 53105

EXHIBIT A

**DECLARATION OF RESTRICTIONS, COVENANTS
AND EASEMENTS FOR ROOKERY LANDING ESTATES
EAST SUBDIVISION**

LEGAL DESCRIPTION

Part of the Northeast 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 3 North, Range 19 East, Town of Rochester, Racine County, State of Wisconsin, bounded and described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section 12; thence North 87°38'51" East along the north line of said Northwest 1/4, 1364.60 feet to the point of beginning; thence continuing North 87°38'51" East along said line, 703.08 feet; thence South 00°13'51" East 440.57 feet; thence North 89°46'09" East 580.50 feet to the east line of the Northeast 1/4 of said Section 12; thence North 02°30'36" West along said line, 223.76 feet; thence North 77°09'56" East 274.75 feet; thence North 14°41'00" West 355.14 feet to the centerline of C.T.H. D; thence North 68°19'57" East along said centerline, 66.49 feet; thence South 14°41'00" East 365.35 feet; thence North 77°09'56" East 442.81 feet; thence South 02°09'48" East 1223.46 feet to the south line of the Northwest 1/4 of the Northeast 1/4; thence South 87°30'58" West along said south line, 763.50 feet to the west line of the Northeast 1/4 of said Section 12; thence South 02°30'36" East along said west line, 1320.65 feet to the southeast corner of said Northwest 1/4; thence South 87°44'38" West along the south line of said Northwest 1/4, 768.56 feet; thence North 02°14'34" West 1000.00 feet; thence North 89°15'58" West 510.04 feet; thence North 02°14'34" West 1612.54 feet to the point of beginning. Containing 3,491,930 square feet or 80.164 acres, more or less.

**FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS
FOR ROOKERY LANDING ESTATES EAST SUBDIVISION**

THIS AMENDMENT to Declaration of Restrictions, Covenants, and Easements, (Amendment), is made by Premium Property Ventures, LLP, a Wisconsin Limited Liability Partnership, (Developer), as follows:

WITNESSETH

WHEREAS, the Developer is the Owner of real property located in the Town of Rochester, County of Racine, and State of Wisconsin, known as Rookery Landing Estates East Subdivision, and

WHEREAS, on or about July 20, 2006, Developer recorded a certain Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision, in the office of the Register of Deeds for Racine County, Wisconsin, bearing Document No. 2094276;

WHEREAS, the Developer presently owns lots within the subdivision, and pursuant to Article 8.1 of the Declaration, desires to amend the same;

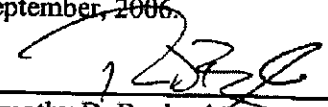
NOW, THEREFORE, Developer hereby amends the Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision to add the following provision:

ARTICLE 3.21 Lawn areas of all lots are to be properly manicured and mowed at least two times per month during the mowing season. It shall be the lot owners responsibility to remove any noxious weeds and maintain the lot before and after construction and landscaping are completed. Such maintenance shall include mowing as set forth above, trimming, pruning, spraying, fertilizing, repairing, planting, transplanting and other common landscape maintenance activities necessary to keep the lot in a state of growth and visual beauty.

IN WITNESS WHEREOF, this instrument has been duly executed this 28th day of September, 2006.

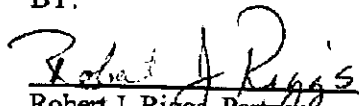
AUTHENTICATION

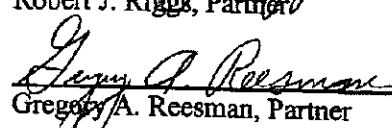
Signatures of Robert J. Riggs and Gregory A. Reesman are authenticated this 28th day of September, 2006.



Timothy D. Boyle, Attorney at Law
TITLE: MEMBER STATE BAR OF WISCONSIN

PREMIUM PROPERTY VENTURES, LLP
BY:



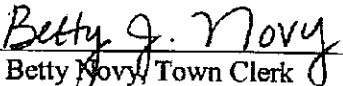
Robert J. Riggs, Partner


Gregory A. Reesman, Partner

Approved this 9th day of October,
2006.

TOWN OF ROCHESTER

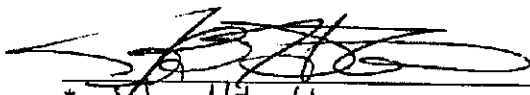
BY: 
Gary Beck, Town Chairman

BY: 
Betty Novy, Town Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
RACINE COUNTY)

Personally came before me this 9th day of
October, 2006 the above named
Gary Beck and Betty Novy, to me known to be
the persons who executed the foregoing
instrument and acknowledge the same.



* John Holvick
Notary Public, State of Wisconsin
My commission is permanent. If not permanent
state expiration date: permanent

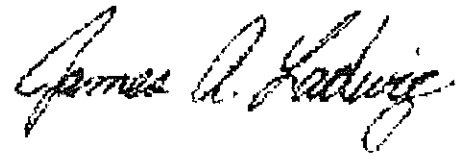
This instrument drafted by:
Attorney Timothy D. Boyle
State Bar No. 1020219
116 N. Dodge St, Suite 1, PO Box 758
Burlington, WI 53105

Document No.

DOC # 2166873

Recorded

Mar. 12, 2008 AT 11:11AM



JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$15.00



**SECOND AMENDMENT TO DECLARATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS
FOR ROOKERY LANDING ESTATES EAST SUBDIVISION**

ROOKERY LANDING ESTATES EAST PARCEL FROM
014-03-19-01-029-000 - 014-03-19-12-016-000

LOT	PARCEL
1	014-03-19-12-016-010
2	-020
3	-030
4	-040
5	-050
6	-060
7	-070
8	-080
9	-090
10	-100
11	-110
12	-120
13	-130
14	-140
15	-150

Return to
TIMOTHY D. BOYLE
ATTORNEY AT LAW
P.O. BOX 758
BURLINGTON, WI 53105

Tax Parcel No: as set forth herein

Lots 1 through 15 of Rookery Landing
Estates East Subdivision. Said land
being in the Town of Rochester, County
of Racine and State of Wisconsin.

**SECOND AMENDMENT TO DECLARATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS
FOR ROOKERY LANDING ESTATES EAST SUBDIVISION**

THIS AMENDMENT to Declaration of Restrictions, Covenants, and Easements, (Amendment), is made by Premium Property Ventures, LLP, a Wisconsin Limited Liability Partnership, (Developer), as follows:

W I T N E S S E T H

WHEREAS, the Developer is the Owner of real property located in the Town of Rochester, County of Racine, and State of Wisconsin, known as Rookery Landing Estates East Subdivision, and

WHEREAS, on or about July 20, 2006, Developer recorded a certain Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision, in the office of the Register of Deeds for Racine County, Wisconsin, bearing Document No. 2094276, and

WHEREAS, on or about October 31, 2006, Developer recorded a certain First Amendment to Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision, in the office of the Register of Deeds for Racine County, Wisconsin, bearing Document No. 2107724;

WHEREAS, the Developer presently owns lots within the subdivision, and pursuant to Article 8.1 of the Declaration, desires to amend the same;

NOW, THEREFORE, Developer hereby amends the Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision as follows:

- ARTICLE 3.5(a) Not less than 3,000 square feet for a one story dwelling;
- ARTICLE 3.5(b) Not less than 3,600 square feet for a split level with a minimum first floor area of 2,400 square feet.
- ARTICLE 3.5(c) Not less than 3,800 square feet for a two story dwelling with a minimum first floor area of 2,400 square feet.
- ARTICLE 3.8 Driveways. Driveways shall be constructed of a hard surface material, such as concrete or pavers.
- ARTICLE 3.9 Completion. All construction of dwellings and other incidental structures shall be completed within one year from date of commencement of construction. Completion of driveways, construction of walkways, landscaping shall be completed within one year of issuance of an occupancy permit from the Town.

AUTHENTICATION

Signatures of Robert J. Riggs and Gregory A. Reesman are authenticated this 31st day of December, 2007.

PREMIUM PROPERTY VENTURES, LLP
BY:

Robert J. Riggs
Robert J. Riggs, Partner

Gregory A. Reesman
Gregory A. Reesman, Partner

Timothy D. Boyle
Timothy D. Boyle, Attorney at Law
TITLE: MEMBER STATE BAR OF WISCONSIN

Approved this 11th day of February, 2008.

My commission is permanent. If not permanent state expiration date: 8-21-11.

TOWN OF ROCHESTER

BY: Gary Beck
Gary Beck, Town Chairman

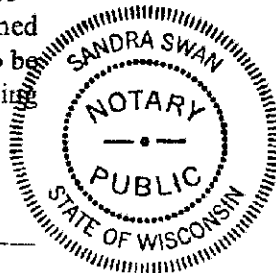
This instrument drafted by:
Attorney Timothy D. Boyle
State Bar No. 1020219
116 N. Dodge St, Suite 1, PO Box 758
Burlington, WI 53105

BY: Betty Novy
Betty Novy, Town Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
RACINE COUNTY)

Personally came before me this 11 day of February, 2008, the above named Gary Beck and Betty Novy, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

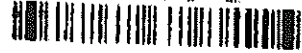


Sandra Swan
*
Notary Public, State of Wisconsin

Document No:

DOCUMENT # 2248781
RACINE COUNTY REGISTER OF DEEDS
April 29, 2010 9:50 AM

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$19.00
Pages: 5



**THIRD AMENDMENT TO DECLARATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS
FOR ROOKERY LANDING ESTATES EAST SUBDIVISION**

ROOKERY LANDING ESTATES EAST PARCEL FROM
014-03-19-01-029-000 - 014-03-19-12-016-000

176

LOT	PARCEL
1	014-03-19-12-016-010
2	-020
3	-030
4	-040
5	-050
6	-060
7	-070
8	-080
9	-090
10	-100
11	-110
12	-120
13	-130
14	-140
15	-150

19-
Return to TIMOTHY D. BOYLE
ATTORNEY AT LAW
P.O. BOX 758
BURLINGTON, WI 53105

Tax Parcel No: as set forth herein

Lots 1 through 15 of Rookery Landing
Estates East Subdivision. Said land
being in the ~~Town~~ of Rochester, County
of Racine and State of Wisconsin.

Village

**THIRD AMENDMENT TO DECLARATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS
FOR ROOKERY LANDING ESTATES EAST SUBDIVISION**

THIS AMENDMENT to Declaration of Restrictions, Covenants, and Easements, (Amendment), is made by Premium Property Ventures, LLP, a Wisconsin Limited Liability Partnership, (Developer), as follows:

W I T N E S S E T H

WHEREAS, the Developer is the Owner of real property located in the ^{Village} ~~Town~~ of Rochester, County of Racine, and State of Wisconsin, known as Rookery Landing Estates East Subdivision, and

WHEREAS, on or about July 20, 2006, Developer recorded a certain Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision, in the office of the Register of Deeds for Racine County, Wisconsin, bearing Document No. 2094276, and

WHEREAS, on or about October 31, 2006, Developer recorded a certain First Amendment to Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision, in the office of the Register of Deeds for Racine County, Wisconsin, bearing Document No. 2107724;

WHEREAS, on or about March 12, 2008, Developer recorded a certain Second Amendment to Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision, in the office of the Register of Deeds for Racine County, Wisconsin, bearing Document No. 2166873;

WHEREAS, the Developer presently owns lots within the subdivision, and pursuant to Article 8.1 of the Declaration, desires to amend the same;

NOW, THEREFORE, Developer hereby amends the Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision as follows:

ARTICLE 3.2

Land Use and Building Type.

- (a) No lot shall be used for any purpose except for single-family residential purposes as permitted by zoning ordinance. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not exceeding two stories or thirty-five feet (including attic) in height, a private attached garage and accessory structures as authorized by Section 3.12 of this Declaration.
- (b) At the time of application for a Building Permit, the owner of a lot shall post a cash deposit with the Village of Rochester in the amount of \$5,000.00. Said cash deposit shall be in addition to all other fees and costs for required permits and approvals, and shall serve as a pavement bond to ensure that the public streets adjacent to the owner's land are not damaged during the course of construction.

Within 10 days of the owner's application for an occupancy permit, or, in the event that the streets are snow covered and incapable of inspection, at the earliest reasonable time, the Village Engineer shall inspect the streets to determine whether the streets have been damaged during the course of construction. The owner shall be liable for the cost of the inspection. In the event that the streets have been damaged, the owner shall make the repairs as directed by the Engineer, and in the event that the owner fails to make such repairs, the cash deposit shall be used by the Village to make the repairs. If the entirety of the cash deposit is not used for the repair, the difference shall be refunded, less \$100.00 for the cost of the inspection. In the event that the streets have not been damaged, or the repairs are made by the owner, the cash deposit shall be refunded to the landowner, less \$100.00 for the cost of the inspection.

ARTICLE 3.5

Dwelling Size. Unless otherwise approved by the ACC, no dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garage, porches, patios, breezeways, three season rooms and similar additions), measured along the exterior walls of less than the following areas:

- (a) Not less than 2,100 square feet for a one story dwelling.
- (b) Not less than 2,500 square feet for a two story dwelling, with not less than 1,500 square feet on the main level and 1,000 square feet on the upper level.
- (c) There shall be no split level dwellings.

ARTICLE 3.7

Driveways. Prior to beginning any excavation or construction on a lot, the owner of the lot shall install a driveway apron from the street edge to the edge of the public right of way. The driveway apron shall consist of at least a four inch depth of asphalt which shall be a minimum of fifteen feet wide at the culvert line, and which shall expand in width to the edge of pavement. All construction traffic for the lot shall be required to use said driveway apron for access to the lot. Driveways shall be constructed of a hard surface material, such as concrete, pavers, or blacktop.

ARTICLE 3.11

Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Such activities shall include, but not be limited to, the use of dirt bikes, go-carts, mini-bikes, all terrain vehicles (atv's) or snowmobiles, unless such use is directly related to the maintenance and upkeep of the property. The Association may approve certain other uses of such vehicles as long as it does not contradict the intent of the covenants herein.

- (a) Trash, garbage, or other wastes shall not be kept except in sanitary

containers and all such materials or equipment for disposal of the same shall be properly screened from public view. Outside incinerators are not permitted.

- (b) Except as provided in section 3.12, no vehicle, truck, trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational vehicles, such property must be stored in garages. No trucks, buses or vehicles other than private passenger cars, pickup trucks or similar private vehicles shall be parked in private driveways or on any Lot for purposes of other than the normal course of construction or for services rendered to a dwelling or Lot.

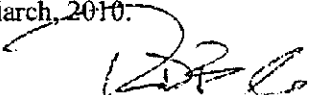
ARTICLE 3.12 Accessory Structures. Accessory structures may be constructed only if compatible with the dwelling and are aesthetically pleasing and comply with Village and/or County ordinances. Permanent storage type sheds may be erected on the Lot provided that they have a cement slab foundation and are similar in design, character and color to the existing family dwelling. The allowable size of the structure may vary based on the size of the Lot. The location of the structure in relation to other structures on the Lot is subject to ACC approval as set forth in Article 3.3 herein.

ARTICLE 3.17(c) All dwellings shall have a minimum roof pitch of 8:12, or as otherwise approved by the Architectural Control Committee.

IN WITNESS WHEREOF, this instrument has been duly executed this 4th day of March, 2010.

AUTHENTICATION

Signatures of Robert J. Riggs and Gregory A. Reesman are authenticated this 2nd day of March, 2010.



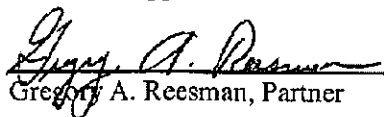
Timothy D. Boyle, Attorney at Law
TITLE: MEMBER STATE BAR OF WISCONSIN

PREMIUM PROPERTY VENTURES, LLP

BY:



Robert J. Riggs, Partner



Gregory A. Reesman, Partner

Approved this 12th day of April,
2010.

VILLAGE OF ROCHESTER

BY: Paul Beere
Paul Beere, President

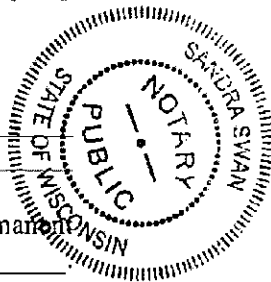
BY: Betty Novy
Betty Novy, Clerk Treasurer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
RACINE COUNTY)

Personally came before me this 12 day of
April, 2010, the above named
Paul Beere and Betty Novy, to me known to be
the persons who executed the foregoing
instrument and acknowledge the same.

* Sandra Swann
Notary Public, State of Wisconsin
My commission is permanent. If not permanent,
state expiration date: 8-21-11



This instrument drafted by:
Attorney Timothy D. Boyle
State Bar No. 1020219
116 N. Dodge St, Suite 1, PO Box 758
Burlington, WI 53105

Document No.

JD

Document #: **2303022**
Date: 12-15-2011 Time: 11:23 AM Pages: 3
Fee: \$30.00 County: RACINE State: WI
Requesting Party: Landmark Title Corp. - Kenosha
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS
**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

**FOURTH AMENDMENT TO DECLARATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS
FOR ROOKERY LANDING ESTATES EAST SUBDIVISION**

ROOKERY LANDING ESTATES EAST PARCEL FROM
176-03-19-01-029-000 - 014-03-19-12-016-000

LOT	PARCEL
1	176-03-19-12-016-010
2	-020
3	-030
4	-040
5	-050
6	-060
7	-070
8	-080
9	-090
10	-100
11	-110
12	-120
13	-130
14	-140
15	-150

Return to **TIMOTHY D. BOYLE
ATTORNEY AT LAW
P.O. BOX 758
BURLINGTON, WI 53105**

Tax Parcel No: as set forth herein

Lots 1 through 15 of Rookery Landing Estates East
Subdivision. Said land being in the Village of
Rochester, County of Racine and State of Wisconsin.

**FOURTH AMENDMENT TO DECLARATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS
FOR ROOKERY LANDING ESTATES EAST SUBDIVISION**

THIS AMENDMENT to Declaration of Restrictions, Covenants, and Easements, (Amendment), is made by Premium Property Ventures, LLP, a Wisconsin Limited Liability Partnership, (Developer), as follows:

W I T N E S S E T H

WHEREAS, the Developer is the Owner of real property located in the Village of Rochester, County of Racine, and State of Wisconsin, known as Rookery Landing Estates East Subdivision, and

WHEREAS, on or about July 20, 2006, Developer recorded a certain Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision, in the office of the Register of Deeds for Racine County, Wisconsin, bearing Document No. 2094276, and

WHEREAS, on or about October 31, 2006, Developer recorded a certain First Amendment to Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision, in the office of the Register of Deeds for Racine County, Wisconsin, bearing Document No. 2107724;

WHEREAS, on or about March 12, 2008, Developer recorded a certain Second Amendment to Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision, in the office of the Register of Deeds for Racine County, Wisconsin, bearing Document No. 2166873;

WHEREAS, on or about April 29, 2010, Developer recorded a certain Third Amendment to Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision, in the office of the Register of Deeds for Racine County, Wisconsin, bearing Document No. 2248780;

WHEREAS, the Developer presently owns lots within the subdivision, and pursuant to Article 8.1 of the Declaration, desires to amend the same;

NOW, THEREFORE, Developer hereby amends the Declaration of Restrictions, Covenants and Easements for Rookery Landing Estates East Subdivision as follows:

ARTICLE 1.1 “Developer” shall mean Premium Property Ventures, LLP, its successors or assigns.

IN WITNESS WHEREOF, this instrument has been duly executed this 12th day of December, 2011.

AUTHENTICATION

Signatures of Gregory A. Reesman and Sheryl L. Reesman are authenticated this 14th day of December, 2011.

Timothy D. Boyle
Timothy D. Boyle, Attorney at Law
TITLE: MEMBER STATE BAR OF WISCONSIN

PREMIUM PROPERTY VENTURES, LLP

BY: Gregory A. Reesman PARTNER
Gregory A. Reesman, Partner, member, trustee

Sheryl L. Reesman
Sheryl L. Reesman, Partner, member, trustee

Approved this 14th day of December, 2011.

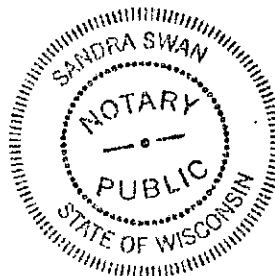
VILLAGE OF ROCHESTER

BY: Paul Beere
Paul Beere, President

BY: Betty J. Novy
Betty Novy, Clerk Treasurer

Subscribed and sworn before me this 14th day of December, 2011, the above named Paul Beere and Betty Novy to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Sandra Swan
Notary Public
My commission is/expires: 8-2-15

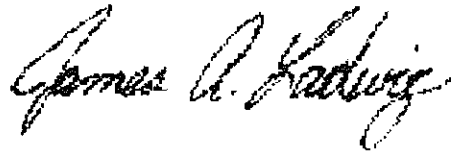


This instrument drafted by:
Attorney Timothy D. Boyle
State Bar No. 1020219
116 N. Dodge St, Suite 1, PO Box 758
Burlington, WI 53105

Document No.

DOC # 2107724
Recorded
OCT. 31, 2006 AT 02:44PM

**FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS
FOR ROOKERY LANDING ESTATES EAST SUBDIVISION**



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$15.00



ROOKERY LANDING ESTATES EAST PARCEL FROM
014-03-19-01-029-000 - 014-03-19-12-016-000

LOT	PARCEL
1	014-03-19-12-016-010
2	-020
3	-030
4	-040
5	-050
6	-060
7	-070
8	-080
9	-090
10	-100
11	-110
12	-120
13	-130
14	-140
15	-150

15

Return to: TIMOTHY D. BOYER
ATTORNEY AT LAW
PO BOX 755
BIRKENHEAD, WI 53105

Tax Parcel No: as set forth herein