0001008
Document Number

FOX RIVER LANDING AT THE MURPHY FARM DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS

DOC # 2046377
Recorded
AUG. 29,2005 AT 06:51PM

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $53.00

Recording Area

Name and Return Address

Fidelity

53-

51-002-03-19-21-030-000
(Parcel Identification Number)
51-002-03-19-27-023-000
51-002-03-19-28-001-000
51-002-03-19-22-019-000

FOX RIVER LANDING AT THE MURPHY FARM

FROM
PT OF 206-03-19-28-001-000 & PT OF 206-03-19-27-023-000

TO

LOT#	PARCEL#
1	206-03-19-28-001-010
2	206-03-19-28-001-020
3	206-03-19-28-001-030
4	206-03-19-28-001-040
5	206-03-19-28-001-050
6	206-03-19-28-001-060
6	206-03-19-27-023-060
7	206-03-19-27-023-070
8	206-03-19-27-023-080
9	206-03-19-27-023-090
10	206-03-19-27-023-100
11	206-03-19-27-023-110
12	206-03-19-27-023-120
13	206-03-19-27-023-130
14	206-03-19-27-023-140
15	206-03-19-27-023-150
16	206-03-19-28-001-160
17	206-03-19-28-001-170
18	206-03-19-28-001-180
18	206-03-19-27-023-180
19	206-03-19-27-023-190
20	206-03-19-27-023-200
21	206-03-19-27-023-210
22	206-03-19-27-023-220
23	206-03-19-27-023-230
OL 1	206-03-19-27-023-001
OL 1	206-03-19-28-001-001
OL 2	206-03-19-27-023-002

0001009

FOX RIVER LANDING AT THE MURPHY FARM

Declaration of Restrictions, Covenants and Easements

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS ("Declaration"), is made by MURPHY FARM, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, the Developer is the owner of the real property located in the City of Burlington (the "City"), County of Racine, State of Wisconsin, known as Fox River Landing at the Murphy Farm, a subdivision; and

WHEREAS, the Developer desires to subject Fox River Landing at the Murphy Farm, described on the attached Exhibit A, including Lots 1-23 and Outlots 1 and 2 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 City 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 any owner thereof; and

WHEREAS, it is the Developer's intention to initially develop the Property into twenty-three (23) single-family lots and to provide for the possibility of additional single-family lots as additional phases of development on adjacent land.

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 (unless the context shall prohibit) shall have the following meanings:

1.1 "Developer" shall mean Murphy Farm, LLC, a Wisconsin limited liability company. The "Developer" may also mean the Architectural Control Committee and vice versa, with respect to any required approval and review process under the Declaration.

1.2 "Association" shall mean and refer to Fox River Landing at the Murphy Farm Homeowners Association, Inc.

1.3 "Property" shall mean and refer to all existing properties as are subject to this Declaration.

1.4 "Common Areas" shall mean Outlots 1 and 2.

1.5 "Lot" shall mean and refer to Lots 1-23.

1.6 "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.

1.7 "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

2.1 Existing Property. The Property, more particularly described on Exhibit A attached hereto 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. The term "Existing Property" as used in this Declaration shall refer to all property which is subject to the provisions hereof.

2.2 Additions to the Property. The Developer may, from time to time and in its sole discretion, subject all or a portion of adjacent property now or in the future owned by the Developer as additions to Fox River Landing at the Murphy Farm to this Declaration, by appropriate reference hereto. The additions authorized herein shall be made by filing for record in the office of the Register of Deeds for Racine County a Supplemental Declaration with respect to the additional property which shall extend the scheme of the restrictions and covenants of this Declaration to such property, including increasing the number of Members and votes in the Association (as hereinafter defined) and the amount of land owned by the Association. Such Supplemental Declaration may contain such complementary additions and modifications of the restrictions and covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the additional property and as are not inconsistent with the scheme of this Declaration. Such Supplemental Declaration may also provide for the use and enjoyment of the Common Areas by the owners of lots contained within the additional lands which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the lands described therein shall become a part of the Property and shall be subject to all of the terms of this Declaration.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subjected to this Declaration to insure the best use and the 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 street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; 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 Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the stormwater, drainage and detention areas, entry monuments and their related landscaping and lighting elements (all as described below).

3.3 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the City 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 (2) stories or thirty-five (35) feet in height, and a private attached garage. Notwithstanding anything contained herein to the contrary, the Developer and its designee may use such Lots for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.4 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 described in section 3.12 hereof 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 request or obtain a building permit for a Lot from the City without first obtaining 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, or 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 the City 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.

3.5 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 without the written approval of the ACC.

3.6 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 garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

(a) Not less than 1,600 square feet for a one-story dwelling;

(b) Not less than 2,000 square feet for a split-level with a minimum first floor area of 1,000 square feet;

(c) Not less than 2,000 square feet for a two-story dwelling with a minimum first floor area of 1,000 square feet;

(d) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.7 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans ("Grading Plans") on file with the City Engineer. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the ACC but, in no event, less than that set forth on the Final Plat and provided by applicable City ordinance.

(b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the final plat. Upon written petition of an Owner to the ACC and the City Engineer, the ACC, with the written approval of the City Engineer, may make modifications to the final first floor grade of the proposed dwelling. The landscaping and drainage of the Lot shall conform to Grading Plans.

(c) Each Owner shall be responsible for insuring that drainage from said Owner's Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's 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 City 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 ACC and the City; 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 ACC, the applicant shall file the approved grades with the City for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled, at the Lot Owner's 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 ACC.

3.8 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. Paving of

driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of an occupancy permit from the City.

3.9 Easements/Dedications/Obligations.

(a) Easements-General. Certain Easements affecting the Property are recorded on the final plat for Fox River Landing at the Murphy Farm 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 City, or 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, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the 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 area(s) 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 area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the City; nor shall any improvements be placed within such areas without the prior written consent of the Developer, City and/or any other party having an interest in the respective easement area.

(b) Future Extension of Cedar Drive and Devon Road. All Lot Owners in Fox River Landing at the Murphy Farm are hereby notified that Cedar Drive and Devon Road may be extended upon the approval of a subdivision plat for adjoining lands.

(c) Temporary Turnaround Easements. Temporary turnaround easements affecting Lots 1, 16 and 17 are recorded on the Final Plat for Fox River Landing at the Murphy Farm in the office of the Register of Deeds of Racine County, Wisconsin. Said temporary turnaround easements are granted for the purpose of the public and may be improved for road right-of-way purposes. Said temporary turnaround easements shall terminate upon the extension of Cedar Drive into adjoining properties to the west. At the time of such extension, all easement rights to the temporary turnaround easement area shall terminate and the record title owner of Lot 1, Lot 16 and Lot 17, as the case may be, shall have the obligation to complete the following:

- Remove all road improvements situated within the temporary turnaround easement area.

- Install curb, gutter and other street improvements pursuant to City of Burlington Municipal Codes to the extent of the Lot boundary.

- Extend and install public sidewalks pursuant to Municipal Codes to the Lot boundaries.

In the event the owner of Lot 1, Lot 16 and/or Lot 17, as the case may be, defaults in the performance of the obligations required hereunder, the City may undertake to complete such obligations and charge the total costs of the same plus twenty-five percent (25%) for overhead as a special assessment upon the Lot or Outlot, as the case may be. Such amount shall accrue interest at the annual rate of twelve percent (12%) per annum until paid in full.

(d) Setbacks. The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas ("Setback Areas") 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 (15) days of written request therefor 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 (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.

(e) Entry Monuments. Entry monuments, including related landscaping elements and lighting, all of which shall be collectively referred to as "Entry Monuments" may be located on Outlot 2, the fee interest to which has been dedicated to the Association. There has hereby been dedicated to the Association an easement for landscaping, lighting and signage located within the boundaries of Outlot 2 for the purposes of placing, constructing, installing and maintaining Entry Monuments all in accordance with City approved plans, and for related ingress and egress.. The Developer, its successors, assigns and successors in title thereof shall be relieved of any maintenance obligations with respect to such areas to the extent that the Association performs the required maintenance functions. The City shall have no maintenance obligations with respect to the above mentioned areas. The Entry Monuments structures and their related landscaping elements shall remain the property of the Association.

(f) Dedications, Easements and Covenants for Stormwater Detention Areas and Adjacent Areas. The fee interest in the areas shown on the final plat as Outlots 1 and

2 have been dedicated, given, granted and conveyed by the Developer to the Association. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the final plat. The Developer and the Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these Outlots. No filling or other activity or condition detrimental to their function as stormwater drainage facilities shall occur or exist within such Outlot or on the surrounding lands without the written approval of the Developer and the City. From time to time in the City's discretion, the City shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the City, the Developer and the Association. The Developer, its successors, assigns, and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the City. The Association and its Members shall be bound by the above mentioned covenants and such similar covenants as are contained in the final plat forever. In the event the Association and its Members, as the case may be, default in the performance of their obligations required hereunder, the City may undertake to complete such obligations and charge the total costs of the same plus twenty-five percent (25%) for overhead as a special assessment upon the Subdivision Lots. Such amounts shall accrue interest at the annual rate of twelve percent (12%) per annum until paid in full.

(g) Landscape Strip. The 30-foot-wide landscape strip shown on the final plat adjacent to the South Brown's Lake Drive right-of-way shall be maintained by the owner of the lot of which the landscape strip is a part at the lot owner's expense. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer and its successors in title in their capacity as owners of any of the lots and shall benefit and be enforceable by the Association and the City. The Developer shall be relieved of any protection or maintenance obligations that it may have to the landscape easement areas as the lots are conveyed to successor owners, who shall assume the obligation of protection and maintenance to the satisfaction of the City and the Association.

3.10 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to City ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the City except for lot line adjustments permitted under City ordinances. The requirements under City ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with City 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 City ordinances and the City ordinance is more strict than the provision contained herein, the City

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 City and shall not constitute a waiver of such City requirement and/or approval.

3.11 Landscape Requirements. All plans for dwellings shall include a landscape plan which shall be subject to the approval of the ACC, shall be submitted in three (3) copies for approval prior to submission to the City Building Inspector of the building plans for the dwelling and shall conform with the Landscape Standards. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the ACC shall be completed within six (6) months from the date of issuance of an occupancy permit by the City, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this section 3.11 of this Declaration. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

3.12 Nuisances, Etc. 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 other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

(b) 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 type vehicles; such property must be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, pickup trucks, passenger vans, or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

(c) No external antennae, including satellite dishes (excepting satellite dishes of not greater than 18" in diameter), television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

3.13 Accessory Structures. Accessory structures may be constructed only with the advance approval of the Architectural Control Committee and then only if compatible with the dwelling and only if aesthetically pleasing. The ACC may approve permanent storage type sheds

to be situated on a lot provided that they have a cement slab foundation and are similar in design, character and color to the existing single-family dwelling. No storage shed, gazebo, or other accessory structure may be constructed without ACC approval.

3.14 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of three dogs or cats, or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any commercial purposes. Dog runs, outside dog houses, or other such outside animal shelters are prohibited.

3.15 Garages; Parking and Concrete Driveway Approaches.

(a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than 2 and not more than 3 stalls for each one (1) family dwelling built upon such Lot and shall be connected to the street by a properly surfaced concrete, paver, stone, or brick driveway (such driveway shall be installed and completed within one [1] year from the date of issuance of any occupancy permit).

(b) No mountable curb cuts shall be permitted when driveways are installed.

(c) The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the approval of the ACC.

3.16 Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered, or modified shall specify on the construction plans roofing materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.

(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the ACC.

3.17 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: brick, stone, wood, vinyl, or insulated aluminum siding or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

(c) The proposed color schemes for a dwelling to be erected, altered, modified, or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

(d) All color schemes, including the color of siding, roof, brick, or stone samples must be submitted for approval before installation on the dwelling.

3.18 Curb Cuts. Curb cuts for driveways shall be made to City standards at the expense of the lot owner, who shall be fully responsible for compliance with City standards.

3.19 Fences and Walls. No fence or wall shall be permitted to extend beyond the front building setback line established herein and shall not be more than 5 feet in height. All fences shall be constructed of natural materials and shall be harmonious in design and color the residential dwelling. Fences made of metal materials are prohibited. No fence shall be constructed unless approved in advance by the ACC.

3.20 Swimming Pools. All outdoor swimming pools shall comply with City ordinances. No swimming pool shall be constructed above ground level and all pools shall be protected by proper fencing or screening not exceeding 5 feet in height. Specifications and location of the pool must be approved by the ACC prior to construction.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

4.1 Membership and Voting Rights. 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. 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.

4.2 Directors.

(a) Until the first meeting of the Members or until the Developer designates otherwise, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) At such time as the Developer has consummated the sale of Lots aggregating fifty-one percent (51%) of all Lot ownership, one (1) of the Developer's designees on the Board of Directors shall resign and the Developer shall appoint at least one (1) Lot Owner who is not a Developer Member or related to the Developer Members as a member of the Board of Directors who shall serve until the first meeting of the Members. If the Lot Owner appointed as a director shall resign prior to the first meeting of the Members, a successor Lot Owner shall be appointed by the Developer.

(c) When the Developer 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 sold by the Developer (whichever occurs first), the Developer shall cause the other two directors designated by the Developer to resign and shall select two (2) additional 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. The members of such elected Board of Directors shall serve for staggered terms of three (3) years, or until their respective successors shall have been elected by the Members. The members of the Board of Directors shall not be entitled to any compensation for their services as members.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREAS

5.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Title to Outlots. Title to Outlots 1 and 2 shall be conveyed to the Association by quit claim deed from the Developer. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas. The Entry Monuments shall be located on Outlot 2 for the benefit of the Association and the Entry Monuments shall be owned, maintained, operated and administered by the Association.

5.3 Taxation. Outlots 1 and 2 shall not be separately assessed for property tax purposes. The assessed value of those Outlots shall be equally divided among and assessed to Lots 1-23.

5.4 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association, but subject to the prior written approval of the City to dedicate or transfer all or any part of any Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

(b) The right of the Association, but subject to prior written approval of the City, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.

5.5 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association or the City to repair said damaged areas; the Association or the City shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to City approval. The amount necessary for such repairs, together with twenty-five percent (25%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.6 Right to Enter and Maintain. The Developer and the Association are hereby granted an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots and/or Fox River Landing at the Murphy Farm as a whole, in addition to benefitting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the City, the City, following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the City and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.

5.7 Disclaimer. The Developer shall convey the above mentioned Outlots to the Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. The Developer shall have no

liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

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; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) other special assessments as provided herein. All such assessments, together with interest thereon and costs of collection thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall be liable to the Association for the above mentioned assessments to the extent of one-quarter (25%) of the total assessments due, provided for in this Article VI of the Declaration, for every Lot owned by the Developer in the Subdivision. Every subsequent Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to the entire amount of the assessment due and shall pay the same or prorated amount in the year of closing to the Association. In the event the assessments collected under this Article VI are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the final plat, and the Developer continues to own Lots on which it pays only twenty-five percent (25%) of the assessments as set forth under this Article VI, the Developer shall be responsible for up to one hundred percent (100%) of the assessments on such Lots to the extent necessary to cover the deficiency. Any further deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

6.2 Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat 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 quarterly 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.

(d) Date of Commencement of Annual General Assessments. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

6.3 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances located within any water drainage easement area.

6.4 Special Assessment for Exterior Maintenance to Lots.

(a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs, gutters, down spouts, exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors shall have all necessary rights of ingress and egress to and from such Lot, building, or improvement with full right to do whatever may be necessary to perform any such maintenance, repair, or replacement.

(b) Assessment of Cost. The cost of such exterior maintenance, together with ten percent (10%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and, if not paid within thirty (30) days of written notice of the amount of such assessment, shall accrue interest at the annual rate of eighteen percent (18%). Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

6.5 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.

6.6 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; (ii) all Common Areas; and (iii) 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.

6.7 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.

6.8 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.

6.9 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or 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.

6.10 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 City, 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. Except as otherwise set forth herein, this Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer, the City, an Owner, and/or the Association, 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 an Owner, and/or the City (but the City 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 City 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 City describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association, or the City 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 City 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 City, 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, an Owner, and/or the City 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 City shall have the right to enter upon any building site or Lot within the Subdivision for the purpose of ascertaining whether the Owner of a Lot is complying with these covenants and if the Developer, the Association, and/or the City so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of an Owner 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 City'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 City is obtained. Such written declaration shall become effective upon recording in the office of the

0001027

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 eighteen percent (18%) 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 10th day of August, 2005.

MURPHY FARM, LLC

By:__________________________
James L. Wanasek-Member

By:__________________________
Kevin P. McKillip-Member

State of Wisconsin)
) ss.
Racine County)

Personally came before me this 10th day of August, 2005, the above named James L. Wanasek and Kevin P. McKillip, to me known to be such persons and members who executed the foregoing instrument and acknowledge that they executed the same as the authorized members on behalf of the Developer, by its authority.

R. William Phenicie
Notary Public, State of Wisconsin
My commission is permanent

This instrument drafted by
R. William Phenicie
Lloyd, Phenicie, Lynch, Kelly & Hotvedt, S.C.
Burlington, Wisconsin 53105

00075795.WPD

EXHIBIT A

Lots 1 through 23, and outlots 1 and 2, Fox River Landing at the Murphy Farm, according to the recorded plat thereof. Also described as:

Part of Government Lot 1 of Section 27 and part of the NE 1/4 of the NE 1/4 of Section 28, Town 3 North, Range 19 East, City of Burlington, Racine County, Wisconsin being more completely described as follows:

Commencing at a Brass monument marking the Northwest corner of said Section 27; thence along the north line of the NE 1/4 of Section 26, S88°38'40" W, a distance of 198.66' to a point; thence S01°46'10"E, a distance of 161.98' to the point of beginning; thence N87°00'59"E, a distance of 356.47' to a point; thence N80°41'31"E, a distance of 66.60' to a point; thence N88°47'07"E, a distance of 611.54' to a point; thence S40°37'42"W, a distance of 1367.49' to a point; thence S40°43'38"W, a distance of 67.58' to a point; thence N50°18'05"W, a distance of 88.21' to a point; thence N01°46'10"W, a distance of 1001.65' to the point of beginning. Said parcel contains 13.50 acres.

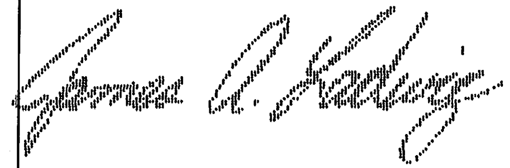
00075805.WPD

Document Number 274

SUPPLEMENTAL DECLARATION OF

RESTRICTIONS, COVENANTS AND EASEMENTS FOR FOX RIVER LANDING AT THE MURPHY FARM ADDITION NO. 1

DOC # 2068257
Recorded
JAN. 16,2006 AT 05:01:00PM



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

19 -

Recording Area

Name and Return Address

Fidelity Title, INC.

(Parcel Identification Number)

275

SUPPLEMENTAL DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR FOX RIVER LANDING AT THE MURPHY FARM ADDITION NO. 1

This supplement to the Declaration of Restrictions, Covenants and Easements (the "Supplemental Declaration") is made by MURPHY FARM, LLC, a Wisconsin limited liability company (the "Developer").

RECITALS

WHEREAS, on August 10, 2005, the Developer caused to be executed the Declaration of Restrictions, Covenants and Easements for Fox River Landing at the Murphy Farm Subdivision (the "Declaration"); and

WHEREAS, the Declaration was subsequently recorded at the office of the Racine County Register of Deeds on August 29, 2005, as Document No. 2046377; and

WHEREAS, pursuant to the provisions of Section 2.2 of the Declaration, the Developer was given the option to subject all or a portion of adjacent property to all of the terms and conditions of the Declaration, by appropriate reference thereto; and

WHEREAS, it is the Developer's intention to develop the property described on Exhibit A attached hereto as an extension of the single-family subdivision known as Fox River Landing at the Murphy Farm as contemplated in the Declaration under the name of Fox River Landing at the Murphy Farm Addition No. 1; and

WHEREAS, it is the intention of the Developer to subject all of the property described on Exhibit A attached hereto to the Declaration.

SUPPLEMENTAL DECLARATION

NOW, THEREFORE, the Developer hereby declares that the property described on Exhibit A attached hereto, and hereinafter known as Fox River Landing at the Murphy Farm Addition No. 1 shall be subject to all of the terms and conditions of the Declaration of Restrictions, Covenants and Easements for Fox River Landing at the Murphy Farm Subdivision dated August 10, 2005, and recorded at the office of the Racine County Register of Deeds on August 29, 2005, as Document No. 2046377. Each and every owner of a lot in Fox River Landing at the Murphy Farm Addition No. 1 shall have all of the rights, duties and responsibilities of a lot owner in Fox River Landing at the Murphy Farm Subdivision.

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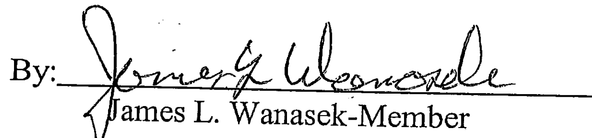
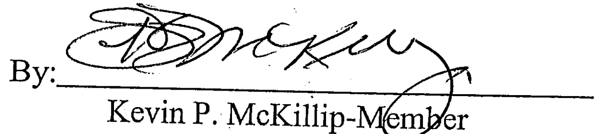
Nothing contained herein shall prohibit the Developer, from time to time, and in its sole discretion, to subject all or a portion of adjacent property, now or in the future owned by the Developer, as an additional addition to Fox River Landing at the Murphy Farm to this Declaration, by appropriate reference thereto. The additions authorized herein shall be made by filing for record in the office of the Register of Deeds for Racine County a supplemental declaration with respect to the additional property, which shall extend the scheme of the restrictions and covenants of this Declaration to such property, including increasing the number of Members and votes in the Association (as defined in the Declaration) and the amount of land owned by the Association. Such supplemental declaration may contain such complementary additions and modifications of the restrictions and covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the additional property and as are not inconsistent with the scheme of the Declaration. Such supplemental declaration may also provide for the use and enjoyment of the common areas by the owners of lots contained within the additional lands which become subject to the Declaration. Upon recording of a supplemental declaration, the lands described therein shall become a part of the Property and shall be subject to all the terms of the Declaration.

IN WITNESS WHEREOF, this instrument has been duly executed by the Developer this 5th day of December, 2005.

MURPHY FARM, LLC



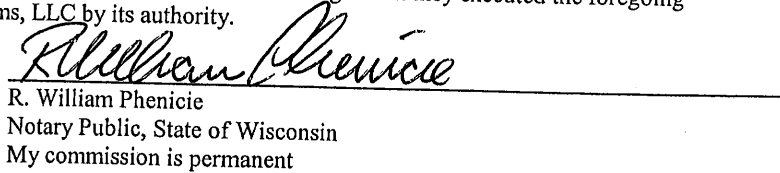
By:____________________
James L. Wanasek-Member



By:____________________
Kevin P. McKillip-Member

State of Wisconsin)
) ss.
County of Racine)

Personally came before me this 5th day of December, 2005, the above named Kevin P. McKillip and James L. Wanasek, to me known to be the members of Murphy Farms, LLC, and acknowledged that they executed the foregoing instrument as the agreement of said Murphy Farms, LLC by its authority.



R. William Phenicie
Notary Public, State of Wisconsin
My commission is permanent

This instrument drafted by
R. William Phenicie
Attorney at Law
00083700.WPD

EXHIBIT A

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LEGAL DESCRIPTION:
THAT PART OF THE NORTH 1/2 OF SECTION 28; ALL THAT PART OF SECTION 21 LYING SOUTH AND SOUTHERLY OF THE FOX RIVER; THAT PART OF GOVERNMENT LOT 5 IN SECTION 22; THAT PART OF GOVERNMENT LOT 1 IN SECTION 27, ALL IN TOWNSHIP 3 NORTH, RANGE 19 EAST, TOWN OF BURLINGTON, COUNTY OF RACINE AND STATE OF WISCONSIN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS MONUMENT MARKING THE NORTHEAST CORNER OF SETION 28; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 28, S88°38'40"W, A DISTANCE OF 199.08' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE S88°38'40"W, A DISTANCE OF 2339.49' TO A MEANDER POINT, SAID POINT BEING 80' MORE OR LESS FROM SAID SOUTHERLY SHORELINE; THENCE N60°21'42"E, A DISTANCE OF 1153.20' TO A MEANDER POINT, SAID POINT BEING 150' MORE OR LESS FROM SAID SOUTHERLY SHORELINE; THENCE N55°37'11"E, A DISTANCE OF 1055.05' TO A MEANDER POINT, SAID POINT BEING 200' MORE OR LESS FROM SAID SOUTHERLY SHORELINE; THENCE N67°23'51"E, A DISTANCE OF 1009.27' TO MEANDER POINT, SAID POINT BEING 200' MORE OR LESS FROM SAID SOUTHERLY SHORELINE; THENCE N63°05'16"E, A DISTANCE OF 875.14' TO MEANDER POINT, SAID POINT BEING 200' MORE OR LESS FROM SAID SOUTHERLY SHORELINE; THENCE S01°57'56"E, A DISTANCE OF 1300.05' TO THE CENTERLINE OF CTH "W", THENCE ALONG SAID CENTERLINE S40°37'42"W, A DISTANCE OF 1940.57' TO A POINT; THENCE N50°18'05"W, A DISTANCE OF 88.21' TO A POINT; THENCE N01°46'10"W, A DISTANCE OF 1163.64' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 90.8 ACRES. SAID PARCEL ALSO INCLUDES LANDS BETWEEN MEANDER LINE AND THE CENTERLINE OF THE FOX RIVER.

SAID PARCEL SUBJECT TO RIGHT-OF-WAY ALONG CTH "W".

(Now known as Lots Twenty Four (24) through One Hundred Twenty Four (124) and Outlots 3 and 4, Fox River Landing at The Murphy Farm, according to the recorded plat thereof. Said land being in the City of Burlington, County of Racine and State of Wisconsin.)

FOX RIVER LANDING AT THE MURPHY FARM ADD #1

FROM

206-03-19-28-001-000

206-03-19-27-023-000

206-03-19-22-019-000

206-03-19-21-030-000

TO

LOT#	PARCEL#	LOT#	PARCEL#	LOT#	PARCEL#
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25	-025	69	-069	113	-113
26	-026	70	-070	114	-114
27	-027	71	-071	115	-115
28	-028	72	-072	116	-116
29	-029	73	-073	117	-117
30	-030	74	-074	118	-118
31	-031	75	-075	119	-119
32	-032	76	-076	120	-120
33	-033	77	-077	121	-121
34	-034	78	-078	122	-122
35	-035	79	-079	123	-123
36	-036	80	-080	124	-124
37	-037	81	-081	OUTLOT 3	-003
38	-038	82	-082	OUTLOT 4	-004
39	-039	83	-083		
40	-040	84	-084		
41	-041	85	-085		
42	-042	86	-086		
43	-043	87	-087		
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