

RESTATED DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS AFFECTING ALL OF WIND MEADOWS

This is the basic document of the Homeowner's Manual.

In the "Whereas" sections, the underlying philosophies and concepts of "Wind Meadows" are stated, the development plan outlined and a record of events dealing with the project is chronicled.

This document refers only to the first platted and recorded subdivision of Wind Meadows - "Meadow Lake Addition Number One" - but provides for the recording of a similar document for other subdivisions as they are platted. Thus each residential lot in Wind Meadows will be subject to the general terms of this Declaration and to the more specific terms of the supplementary Declarations relating to the particular subdivision of Wind Meadows in which the lot is located.

In general terms, this Restated Declaration limits most of Wind Meadows to residential and recreational uses; establishes land use, landscaping and architectural controls; places in the Wind Meadows Corporation the authority and responsibility to own and maintain the Open Spaces and Community Center, to enforce the terms of this Declaration, to assess individual owners and members for their share of expenses for benefits received and to enforce collection of assessments through property liens, if necessary.

The Wind Meadows Corporation is constituted as the medium through which you can express your desires, participate in the formulation and execution of policies and programs and can enforce the rights and privileges assured to you in the Declarations. The Corporation is set up to function as a protector of property rights and values; a provider of facilities and services to its members; an organizational entity to administer, on a non-profit basis, the affairs of the Wind Meadows community.

RESTATED DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND EASEMENTS
REGARDING WIND MEADOWS

THIS DECLARATION, made this 8th day of October, 1975, by Johnson Real Estate Corporation, a Wisconsin corporation, hereinafter called the "Developer",

W I T N E S S E T H :

WHEREAS, the Developer is the owner of real estate in the Village of Wind Point, Racine County, Wisconsin, described in Exhibit I to this Declaration, hereinafter called "Wind Meadows Property", and desires to establish on the Wind Meadows Property a planned community development known as Wind Meadows which shall incorporate a number of land uses including: single family detached dwellings, single and multiple family attached dwellings, biological research facilities, a school, a shopping center, a community center and open spaces including courts, meadows and woods and such other uses as are permitted under a plan of development proposed to the Village of Wind Point by the Developer's predecessor, S. C. Johnson & Son, Inc. ("Johnson") and approved by the Board of Trustees of the Village of Wind Point ("Village Board") on December 28, 1966, as set forth in a written document executed by both Johnson and the Village Board dated February 21, 1967, and as subsequently modified by Developer with the approval of the Village Board, ("Approved Plan"), copies of which Approved Plan are on file in the Office of the Village Clerk;

WHEREAS, the Developer intends to develop the Wind Meadows property in accordance with the Approved Plan in an orderly manner in stages and accordingly will subdivide and plat each stage of the development rather than subdivide and plat all the Wind Meadows property at once;

WHEREAS, the Village Board has agreed that a stage by stage method of development is appropriate;

WHEREAS, the Developer intends to subject all of the Wind Meadows Property, except that to be used for school or biological research purposes, to certain conditions, covenants, restrictions and easements, which will at first apply to the real estate included in the first stage of development, as subdivided and platted and called Meadow Lake Addition Number One to Wind Meadows Planned Community Development, and which later will apply to each successive stage as it is subdivided and platted so that all real estate within the Wind Meadows Property which is to be covered by the conditions, covenants, restrictions and easements hereinafter set forth, shall have the same rights and obligations under said conditions, covenants, restrictions and easements as if all such property were subdivided and platted at once;

WHEREAS, Johnson, pursuant to the Approved Plan, entered into certain contracts and agreements with the Village Board and the Wind Meadows Corporation ("Corporation") subjecting Wind Meadows Property to the terms of a "Declaration of Conditions, Covenants, Restrictions and Easements Regarding Wind Meadows" recorded in the office of the Register of Deeds of Racine County ("Register of Deeds") in Volume 1004 of Records at page 667 as Document No. 848076 ("Original Declaration");

WHEREAS, the Developer, with the consent of the Village Board and the owners of all Wind Meadows property at the time, amended the Original Declaration by recording the "Amendment to Declaration of Conditions, Covenants, Restrictions and Easements Regarding Wind Meadows" with the Register of Deeds in Volume 1239 of Records at page 224 as Document No. 946046 ("Amended Declaration");

WHEREAS, it is Developer's belief that it would be in the best interests of the owners of land within Wind Meadows, the Village of Wind Point, and the Developer if certain additional amendments were made to the Original and Amended Declaration;

WHEREAS, pursuant to Article 5, paragraph 5.2 of the Original Declaration it may be amended by the owners of 95% of the local assessed valuation of the residential lots, including improvements thereon, in Wind Meadows;

WHEREAS, Developer, taken together with those owners of land in Wind Meadows executing the "Consent to the Modification of the Wind Meadows Corporation and Organizational Structure" recorded with the Register of Deeds in Volume 1279 of Records at page 573 as Document No. 961994 ("Consent of Owners") own not less than 95% of all the residential lots in Wind Meadows, including improvements thereon, as measured by the local assessed valuation thereof, and consent to the further amendment of the Original and Amended Declarations as evidenced by the execution of this document by Developer and those parties who were appointed in the Consent of Owners as Attorneys-in-Fact for the Owners executing the Consent of Owners; and

WHEREAS, it is the belief of the Owners and the belief of the Developer that for the purposes of clarity and ease of use the Original Declaration as amended by the Amended Declaration and as further amended by those changes approved in the Consent of Owners be restated as a single "Restated Declaration of Conditions, Covenants, Restrictions and Easements Regarding Wind Meadows".

NOW, THEREFORE, the Developer and the Owners executing the Consent of Owners hereby declare that the real property hereinafter described in Article II and the real property in subsequent stages which will be included as additions thereto in accordance with the Approved Plan, except property which under the Approved Plan may be used for biological research and related purposes or for school purposes, shall be used, transferred, sold and conveyed subject to the amended and restated conditions, covenants, restrictions and easements hereinafter set forth, which shall inure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

ARTICLE I.

Definitions

- 1.1 Family shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups where three or more persons therein are not household employees or related by blood, adoption, or marriage.
- 1.2 Corporation shall mean the Wind Meadows Corporation, a Wisconsin non-stock corporation.
- 1.3 Lots shall exclude outlots.
- 1.4 Residential Lots shall mean those lots which are used or are intended or permitted under the Approved Plan to be used for residential purposes, including single and multiple family residences.
- 1.5 Residential Unit shall mean any completed dwelling which provides living accommodations for a family.

ARTICLE II.

Property Subject to this Declaration

- 2.1 The following property shall initially be subject to this Declaration:

"All lots and outlots of Meadow Lake Addition Number One to Wind Meadows Planned Community Development Subdivision being a subdivision of a part of Sections 27 and 28, Township 4 North, Range 23 East, in the Village of Wind Point, Racine County, Wisconsin, a plat of which subdivision is recorded in the Office of the Register of Deeds for Racine County, Wisconsin, in Volume 30 of Plats, at page 10, hereinafter called "Meadow Lake Addition Number One".

- 2.2 As additional portions of Wind Meadows are developed, a supplementary declaration of conditions, covenants and restrictions consistent with the terms of this Restated Declaration and the Approved Plan shall be recorded to apply specifically to each such addition so as to include all such additions within the overall development scheme in accordance with the Approved Plan and with the intention and purposes expressed in this Restated Declaration.

ARTICLE III.

General Provisions

- 3.1 General Purpose. The general purpose of this Restated Declaration is to help assure that Wind Meadows will become and remain an attractive community, and toward that end to preserve and maintain the natural beauty of certain open spaces and recreational areas to be owned or leased by the Corporation; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of their property; to guard against the erection on building sites of poorly-designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive buildings thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper setbacks from streets.

- 3.2 Land Use and Building Type. Lots 16 through 22 inclusive of Meadow Lake Addition Number One shall be used only for single family, residential purposes and shall have not more than one single family residence per lot. Lots 15, 23 and 24 of Meadow Lake Addition Number One shall be used only for single family or multiple family residential purposes.
- 3.3 Architectural Control. In the interest of promoting attractive design, it is preferred but not required that all structures be designed by an architect. No structure shall be erected, placed, or altered on any lot until the building plans, specifications, and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors with existing and planned structures, and as to location with respect to topography, neighboring buildings, setbacks, finish grade elevation, driveways and planting, by the Corporation's Architectural Control Committee, or by a representative designated by a majority of the members of said Committee. Such plans and specifications shall be submitted to the Corporation and approved before a building permit from the Village is applied for. The design, layout, and exterior appearance of each structure shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect upon property values in the neighborhood. In the event that said Committee, or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.
- 3.4 Landscape Architectural Control. A landscape plan showing the proposed development of the entire lot shall be submitted to the Corporation's Architectural Control Committee for approval within one year after the home is physically occupied. Adequate surface drainage shall be installed and evidence of substantial progress in carrying out the approved landscape plan shall be shown to said Committee within six months after the landscape plan has been approved by said Committee.
- 3.5 Building Location. Subject to approval by the Corporation's Architectural Control Committee, structures may be located anywhere on a lot provided such location is in the opinion of the Village of Wind Point Plan Commission consistent with the basic principles of good site inter-relationship between the various other nearby buildings and provided further that in no case shall any single family detached home be closer than 15 feet to any building on an adjoining lot, nor in any case shall a garage for a single family detached home be so located as to provide less than 20 linear feet of driveway within the lot area. The Plan Commission may delegate its building location approval to such responsible agent as it may see fit. The Plan Commission may also grant a special exception to the specific minimal restrictions where literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the planned community development of Wind Meadows, or substantially adversely affect the value of any lot within Wind Meadows. Under no circumstances may any part of a single family detached home, such as the eave of a building, extend beyond the lot line of the lot upon which a structure is located.
- 3.6 Maintenance Duties and Easements. When a building in conformity with the foregoing restrictions extends to the lot line of an adjoining lot, the owner of the building shall have the right to enter at reasonable times that part of such adjoining lot which lies within ten feet of the building for the purpose of painting, repairing, or otherwise maintaining it except for the use of heavy equipment. When the eave or some other part of such building but not its base extends to the lot line, then the owner of the adjoining lot shall have the privilege to maintain any unkempt or weedstrewn area between the base of the building and that part of the common lot line to which the eave or some other part of such building extends. Maintenance of the area under such overhanging part of the building shall not result in the acquisition by adverse possession of any title or additional right to such area. If any part of a building extends to within one foot of the common lot line, it shall be considered as extending to the lot line for the purpose of this paragraph.
- 3.7 Ground Fill on Building Site and Changing Contour. Where fill is necessary on the building site to obtain the proper topography and finished ground elevation it shall be ground fill, free of waste material, and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation earth shall be removed from the building site and deposited where directed by the Developer. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to (i) change the preexisting surface water drainage as affects any adjoining lot and/or (ii) create a slope of more than three (horizontal) to one (vertical) within twenty feet of any lot line.

- 3.8 Open Space Easements. The recorded plat of Meadow Lake Addition Number One identifies, and planned additions to Wind Meadows will identify on their recorded plats, certain areas of the Wind Meadows property as "Outlots" which are subject to certain perpetual easements. Outlots 5 and 7 in Meadow Lake Addition Number One are restricted to the aesthetic, recreational and cultural enjoyment of those persons who are members or who become members of the Wind Meadows Corporation in accordance with the terms of the Articles of Incorporation and By-laws of the Corporation, and a limited number of other persons, as are defined in the "Restated Open Space Easement: Community Center" recorded with the Register of Deeds in Volume 1286 of Records at page 466 as Document No. 964620. The use of other Outlots within Wind Meadows shall be restricted to the aesthetic, recreational and cultural enjoyment of the owners of residential lots within the Parcel Service Area which contains the Outlots which will be defined in the "Open Space Easement: Courts, Meadows and Woods" governing the respective Outlots.
- 3.9 Nuisances. No noxious odors shall be permitted to escape from any building site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any building site.
- 3.10 Signs. No sign of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located ten feet back from the lot line. Dignified signs and entrance gates identifying Wind Meadows may be erected by the Developer or by the Corporation.
- 3.11 Temporary Structures. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- 3.12 Animals and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.
- 3.13 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view.
- 3.14 Water Supply. Each structure not now served by a well shall be connected to the water supply of the Village or public utility and no future individual wells providing water for human consumption shall be permitted.
- 3.15 Sewage Disposal. The sewage system serving any structure shall be connected with the municipal or other common sanitary sewer system and no septic tank or individual sewage system shall be permitted. Surface, subterranean and storm waters shall not be permitted to enter the municipal or other common sanitary sewer system.
- 3.16 Fences and Walls. Plans showing the exact location, nature and construction details of fences, walls, hedges, or mass plants shall be submitted to the Architectural Control Committee and be approved before they may be installed.
- 3.17 Underground Utilities. Where the Developer provides or arranges for the provision of underground utility service, including television antenna service, to the lot line or outlot line, the owner of such lot or outlot shall provide, at its expense, underground connections to such service and continue the service lines underground within the lot or outlot.

ARTICLE IV.

Architectural Control Committee

- 4.1 Membership. The Architectural Control Committee shall be chosen and governed in accordance with the By-laws of the Corporation.
- 4.2 Procedure. The Committee's approval or disapproval as required in these covenants shall be put in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction or require its removal has been commenced within one year of the date of the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE V

Charges, Assessments and Special Assessments

- 5.1 The Corporation shall have the right to assess the residential lots and residential units in Wind Meadows and the members of the Wind Meadows Corporation who are not residents of Wind Meadows for costs related to the administration, maintenance, upkeep, and repair of outlots and other facilities in Wind Meadows; for costs related to the establishment of reserves for repair and replacement of facilities within Wind Meadows; and costs incurred by the Corporation in providing for the health, safety, and welfare of the residents of Wind Meadows and the members of the Corporation (all such costs hereinafter being referred to as "Costs"). The assessment of Costs shall be as follows:
- (i) Costs related to a Parcel Service Area and its facilities will be assessed against the platted lots within a Parcel Service Area.
 - (ii) Costs related to Outlots 5 and 7 and the facilities thereon will be assessed against the residential lots and against members of the Corporation who are not residents of Wind Meadows as described in the "Restated Open Space Easement: Community Center".
 - (iii) Costs related to open spaces or common facilities not described in (i) and (ii) above shall be assessed against all residential lots.
- 5.2 In the event that a residential lot contains or will contain more than one residential unit as part of the approved plan, said residential lot shall be assessed for each such residential unit.
- 5.3 The time at which assessments are to be made and the amount of such assessments shall be established by the Corporation in accordance with the provisions of:
- (i) Articles and By-laws of the Corporation;
 - (ii) "Open Space Easements: Courts, Meadows, Woods"; and
 - (iii) "Restated Open Space Easement: Community Center".
- 5.4 All assessments shall be made on the basis of a fiscal year budget prepared by the Corporation and submitted to the owners of residential lots not less than 30 days before the beginning of the fiscal year. If within thirty (30) days after the Corporation's determination of the assessments and their submission to owners, a petition is presented to the Corporation protesting the proposed fiscal year assessments and signed by the owners of over 50% of the residential lots required to pay such proposed assessments, then the Corporation shall (1) call a meeting of residential lot owners for the sole purpose of reviewing the budget and assessments and (2) postpone assessment due-dates until after such meeting. At such meeting the vote of over 50% of the affected residential lots may revise the budget and assessments upward or downward and such revised budget and corresponding assessments shall replace for all purposes the one previously established by the Corporation; provided, however, that the budget and assessments may not be revised downward to a point lower than average of the total budgets for the same assessments for the preceding two years; and provided further, that if a budget and an assessment has not been established and made for two preceding years, then the amount of the budget may not be revised downward until two years of such experience exists.
- 5.5 For the purposes of tabulating the vote of residential lots affected by the proposed budget and assessment, residential lots which contain or will contain more than one residential unit as part of the Approved Plan, shall have one vote for each such residential unit.
- 5.6 Each residential lot in Wind Meadows shall also be subject to special assessment by the Corporation to cover all or any portion of the expenses incident to the enforcement of this Declaration of Conditions, Covenants, Restrictions and Easements concerning said lot including in the case of a vacant, unimproved or unkept lot, its maintenance and the removal of weeds, grass, or any other unsightly or undesirable objects therefrom.
- 5.7 The right to collect or enforce the collection of charges, assessments or special assessments is hereby exclusively delegated to the Corporation except that if the Village of Wind Point shall determine, after thirty days written notice to the Corporation, that the Corporation has not and in the future cannot maintain the outlots in question in accordance with the Approved Plan, then the Village may succeed to all the rights and obligations of the Corporation. The owners of residential lots, and any portion thereof, entitled to use the unmaintained outlots, shall be personally obligated to pay such charges, assessments and special assessments upon the land owned or to be purchased by them. All charges and special assessments which are unpaid thirty (30) days after the date upon which due, shall from that time on become and remain a lien upon the lot until paid, with interest thereon at the current prime rate plus three (3) per cent. The Corporation shall have the right to bring any and all actions and proceedings for the collection of the charges and special assessments and the enforcement of liens therefor.

ARTICLE VI.

General Provisions

- 6.1 Term. This Declaration shall run with the land and shall be binding on all persons claiming under the Developer for a period of thirty (30) years from December 17, 1968, after which time it shall automatically stand renewed for successive periods of ten (10) years, provided that an instrument terminating this Declaration in whole or in part, if signed by the owners of over 50% of the residential lots in Wind Meadows, shall be effective as of the end of the term or ten-year extension within which it is recorded.
- 6.2 Modification. This Declaration can be amended at any time by the execution by the owners of 95% of the residential lots in Wind Meadows of an amendment which shall take effect from the date of recording thereof; provided, however, that no amendment directly affecting the property used or to be used for shopping center purposes under the Approved Plan shall be effective without the consent of the owner or owners of such shopping center property. For purposes of determining the number of residential lots in Wind Meadows under Article 6.1 and this paragraph, where a residential lots provides for more than one residential unit, each completed residential unit shall be considered a residential lot.
- 6.3 Enforcement. The Corporation shall have the sole right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration, either to restrain violation or to recover damages, or both. In the event of the failure of the Corporation to institute an enforcement proceeding within six (6) months from the commencement of a violation, any of the lot owners in Wind Meadows shall have a concurrent right to enforce the provisions hereof provided, however, that he first submit written notice by certified mail to the Corporation and thirty (30) days expire without the Corporation's commencing legal action, and further provided that such enforcement be at his own expense.
- 6.4 Agreement to Terms. By acceptance of a conveyance of property which is subject to this Declaration, the grantee, mortgagee or transferee thereof acknowledges, accepts and agrees to its terms, rights, duties and obligations, and confirms in and grants to the Corporation the right of enforcement of this Declaration as aforesaid.
- 6.5 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which other provisions shall remain in full force and effect.

ARTICLE VII.

- 7.1 The terms of this Restated Declaration shall supersede and replace in all respects the terms and conditions of the Original and Amended Declarations.

IN WITNESS WHEREOF, the undersigned have executed this document on the date set forth by their names.

Dated this 8 th day of October, 1975

JOHNSON REAL ESTATE CORPORATION

By Paul J. Cody / S /

ATTEST:

By Gordon W. Raguse, Jr. / S /

Dated this 8 th day of October, 1975

RESIDENTIAL LOT OWNERS

By James F. DiMarco / S /

By Donald L. Kasdorf / S /

As Attorneys-in-fact for those owners of residential lots and condominium units in Wind Meadows who executed the Consent of Owners recorded with the Register of Deeds in Volume 1279 of Records, at page 573 as Document No. 961994.

EXHIBIT I

TO
RESTATED DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND EASEMENTS
REGARDING WIND MEADOWS

All that part of the E 1/2 - E 1/2 of Section 28, and the W 1/2 of Section 27, T4N, R23E, Racine County, Wisconsin, bounded and described as follows: Beginning at the Southeast Corner of said Section 28 and run thence S89°-01'W along the South line of said Section 28 and the Centerline of Three Mile Road 114.90 feet; thence North parallel with the East line of said Section 28, 676.50 feet; thence S89°-01'W parallel with the South line of said Section 28, 214.50 feet; thence South parallel with the East line of said Section 28, 676.50 feet to the South line of said Section 28; thence S89°-01'W along the South line of said Section 28 and the Centerline of Three Mile Road, 993.38 feet to the South 1/16th Corner of the Southeast 1/4 of said Section 28; thence N00°-00'-15"W along the Centerline of Main Street and the North-South 1/16th Section line of the Southeast 1/4 of said Section 28, 1795.97 feet; thence N89°-03'E 991.26 feet (Deed distance 990.47 feet) to an existing iron stake; thence N00°-04'E 419.25 feet to an existing iron stake; thence S89°-03'W 991.86 feet (Deed distance 991.60 feet) to said North-South 1/16th Section line; thence N00°-00'-15"W along the Centerline of Main Street and said North-South 1/16th Section line, 428.97 feet (Deed distance 430.00 feet) to the South 1/16th Section Corner of the Northeast 1/4 of said Section 28; thence N89°-02'-30"E along the East-West 1/4 Section line of said Section 28, 577.78 feet; thence N00°-04'-22"E 300.45 feet; thence S89°-04'-30"W 578.20 feet to a point on the North-South 1/16th Section line of the Northeast 1/4 of said Section 28 and the Centerline of Main Street; thence N00°-00'-30"W along the North-South 1/16th Section line of the Northeast 1/4 of said Section 28 and the Centerline of Main Street 1436.06 feet; thence N88°-57'-30"E 662.64 feet (Deed distance 662.07 feet) to an existing iron stake; thence S00°-15'-30"E 329.88 feet (Deed distance 329.78 feet) to an existing iron stake; thence N88°-57'-30"E 659.30 feet (Deed distance 659.80 feet) to an existing iron stake on the East line of the Northeast 1/4 of said Section 28; thence N00°-00'-30"W along the East line of the Northeast 1/4 of said Section 28; 1240.30 feet to the Northeast Corner of said Section 28; thence N88°-53'E along the Centerline of Four Mile Road and the North line of said Section 27, 1445.00 feet; thence S00°-05'-57"E 655.00 feet; thence Southwesterly on a curve of Easterly Convexity whose radius is 334.36 feet and whose chord bears S20°-13'-18"W 231.57 feet, to the end of the curvature; thence S40°-28'-57"W along a line not tangent to aforesaid curve 162.96 feet to an existing stake; thence Southwesterly on a curve of Westerly Convexity whose radius is 506.21 feet and whose chord bears S19°-24'-20"W 364.09 feet (Deed distance 364.45 feet) to the end of the curvature at an existing spike in the pavement; thence S25°-21'-20"E 377.67 feet; thence S01°-57'-51"E 130.00 feet; thence N89°-45'-17"E 154.00 feet; thence S50°-47'-35"E 135.80 feet; thence S27°-24'-07"E 104.69 feet; thence S89°-35'-04"E 47.96 feet; thence S00°-03'-13"W 321.00 feet to an existing iron stake; thence N88°-41'-40"E 99.72 feet to a cross chiseled in concrete; thence S84°-55'-30"E 239.71 feet; thence S04°-58'-30"W 140.10 feet to a point which is N84°-59'-30"W 12.00 feet from the Southwest Corner of Lot 6 of Burrfield Subdivision; thence N84°-59'-30"W 87.05 feet; thence S04°-57'-30"W 153.65 feet (Deed distance 157.07 feet); thence S42°-10'E 74.65 feet; thence S47°-50'W 120.00 feet; thence N42°-10'W 24.30 feet (Deed distance 23.44 feet); thence S47°-55'-30"W 156.79 feet to an existing iron stake on the Northeasterly side of Burrline Road; thence Due West 44.46 feet to a point on the Southwesterly line of Burrline Road; thence continuing Due West 466.48 feet to a point; thence S00°-06'E 938.71 feet; thence S72°-45'-30"E 208.35 feet; thence S17°-14'-30"W 185.44 feet to an existing iron stake; thence S36°-58'-20"W as deeded, 178.42 feet; thence S53°-42'-16"E as deeded, 199.75 feet to the Centerline of Lighthouse Drive; thence S36°-18'W along the Centerline of Lighthouse Drive 510.84 feet to an existing iron spike; thence S89°-05'W 839.57 feet to an existing iron stake; thence North 488.00 feet (Deed distance 487.80 feet); thence N60°-53'-35"E 110.30 feet (Deed distance 110.70 feet) to an existing iron stake; thence N09°-39'E 348.60 feet (Deed distance 348.70 feet) to an existing iron stake; thence N77°-55'W 425.20 feet to an existing iron stake on the West line of said Section 27; thence South along the West line of said Section 27, 1596.60 feet to the Southeast Corner of said Section 28, and the point of beginning, excepting therefrom the following described real estate:

That part of the Southwest fractional 1/4 of Section 27, Township 4 North, Range 23 East, in the Village of Wind Point, Racine County, Wisconsin, bounded as follows: Commence at a point on the West line of said Section 27 located 619.60 feet due North of the Southwest corner of said Section; run thence East, parallel with the South line of said Section 27, 260.90 feet to the point of beginning of this description; run thence N89°-03'-00"E 700.00 feet; thence due North, parallel with the West line of said Section, 687.80 feet; thence S89°-01'-24"W 577.49 feet to the Westerly boundary of lands conveyed by Arkley E. Wishau to First Wisconsin Trust Company by Warranty Deed dated July 10, 1962, and recorded in Volume 747 at Page 542 as Document Number 738721 in the Racine County Register of Deeds Office; thence S9°-35'-49"W 154.58 feet; thence S60°-53'-35"W 110.70 feet; thence due South, parallel with the West line of said Section 27, 487.80 feet to the point of beginning.