

0001272

RESTRICTIVE COVENANTS

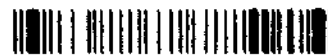
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Document Title



MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$45.00



Recording Area

45

Name and Return Address

Ambassador
TITLE

Parcel Identification Number (PIN)

Lots 1 thru 32 and Outlots 1, 2, 3, 5 and 6, Wooded Valley Estates,
being a Redivision of Lot 1 of Certified Survey Map No. 1152, being
a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4
of Section 13, Township 4 North, Range 22 East, in the Town of
Caledonia, Racine County, Wisconsin.

SEE ATTACHED FOR TAX KEY NUMBERS

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

0001273

WOODED VALLEY ESTATES SUBDIVISION

FROM TAX KEY NO.: 51-004-04-22-13-050-011

NEW TAX KEY NOS:

LOT 1	51-004-04-22-13-052-010
LOT 2	51-004-04-22-13-052-020
LOT 3	51-004-04-22-13-052-030
LOT 4	51-004-04-22-13-052-040
LOT 5	51-004-04-22-13-052-050
LOT 6	51-004-04-22-13-052-060
LOT 7	51-004-04-22-13-052-070
LOT 8	51-004-04-22-13-052-080
LOT 9	51-004-04-22-13-052-090
LOT 10	51-004-04-22-13-052-100
LOT 11	51-004-04-22-13-052-110
LOT 12	51-004-04-22-13-052-120
LOT 13	51-004-04-22-13-052-130
LOT 14	51-004-04-22-13-052-140
LOT 15	51-004-04-22-13-052-150
LOT 16	51-004-04-22-13-052-160
LOT 17	51-004-04-22-13-052-170
LOT 18	51-004-04-22-13-052-180
LOT 19	51-004-04-22-13-052-190
LOT 20	51-004-04-22-13-052-200
LOT 21	51-004-04-22-13-052-210
LOT 22	51-004-04-22-13-052-220
LOT 23	51-004-04-22-13-052-230
LOT 24	51-004-04-22-13-052-240
LOT 25	51-004-04-22-13-052-250
LOT 26	51-004-04-22-13-052-260
LOT 27	51-004-04-22-13-052-270
LOT 28	51-004-04-22-13-052-280
LOT 29	51-004-04-22-13-052-290
LOT 30	51-004-04-22-13-052-300
LOT 31	51-004-04-22-13-052-310
LOT 32	51-004-04-22-13-052-320
OUTLOT 1	51-004-04-22-13-052-001
OUTLOT 2	51-004-04-22-13-052-002
OUTLOT 3	51-004-04-22-13-052-003
OUTLOT 4	51-004-04-22-13-052-004
OUTLOT 5	51-004-04-22-13-052-005
OUTLOT 6	51-004-04-22-13-052-006

**RESTRICTIVE COVENANTS
FOR
WOODED VALLEY ESTATES**

Declaration of conditions, covenants, restrictions and easements regarding Wooded Valley Estates, Town of Caledonia, Racine County, Wisconsin (the "Declaration").

This Declaration is made by The Newport Group, Ltd., hereinafter called "Developer", as owner of certain real property in Racine County, Wisconsin:

WHEREAS, the Developer holds title to certain real estate located in the Town of Caledonia, Racine County, Wisconsin, its successors and assigns, (the "Town") described in Exhibit A to this Declaration, which lands have been platted as Wooded Valley Estates, said lands being hereinafter referred to as the "Subdivision"; and

WHEREAS, this Declaration will carry out the aforesaid purposes and will assure each subsequent owner of property in the Subdivision of the continuance of these standards.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties to be bound by these restrictive covenants, the Developer hereby imposes upon the lands described in Exhibit A and known as Wooded Valley Estates, the conditions, covenants, restrictions and easements hereinafter set forth which shall inure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

I. GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive development, to insure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property, to encourage and secure the erection of attractive buildings designed and built in accordance with a harmonious theme, to secure the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper setbacks from streets.

II. DEFINITIONS.

- A. Conservation Easement. Easement attached hereto as Exhibit "B" and incorporated herein by reference to protect environmentally sensitive areas located on Outlots 1, 2, 3, 5 and 6 of the Plat and pursuant to the Stewardship Plan.
- B. Land Trust. The Kenosha/Racine Land Trust, Inc., the holder of the Conservation Easement.
- C. Stewardship Plan. The Conservation and Stewardship Plan for the Subdivision prepared by Thompson and Associates Wetland Services, LLC dated March 21, 2003 and revised July 7, 2003, a copy of which is attached hereto as Exhibit "C".
- D. Plat. The recorded final plat of the Subdivision.
- E. Homeowner's Association. The Wooded Valley Homeowner's Association, Inc., a Wisconsin Non-stock Corporation.
- F. Developer's Agreement. The Agreement between the Town and the Developer for the development of the Subdivision.
- G. Outlot(s). Outlots 1, 2, 3, 5 and 6 as identified on the Plat.

III. TERMINATION

Except as otherwise specifically stated, the restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, said Conditions, Covenants, Restrictions and easements shall be automatically extended for successive periods of ten (10) years unless the record owners of three-fourths (3/4) or more of the lots in the Subdivision shall:

A. Execute a written document modifying, amending or rescinding these conditions, covenants, restrictions and easements or any one or more of them in whole or in part; and

B. Record such document in the office of the Register of Deeds of Racine County, Wisconsin.

C. Sections I, II, III, VII, XIII, XIV, XX, XXV, XXVI, XXVII, XXVIII, XXIX of these Restrictive Covenants and the Grant of Conservation Easement and Stewardship Plan are to be held in perpetuity and are not subject to termination, rescission, or modification as set forth in Paragraphs III (A) and III (B) above without the express written approval of Racine County, the Town of Caledonia and the Land Trust

IV. SEVERABILITY

Invalidation of any provision of these restrictions by judgment or other court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

V. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed, or altered on any lot until the building plans, landscape 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 the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and planning by the Architectural Control Committee. Such plans and specifications shall be submitted to the Architectural Control Committee and approved before a building permit from the Town of Caledonia and/or Racine County is applied for.

A. The design layout and exterior appearance of each residence 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 compatible design and quality to existing homes in the Subdivision and will have no substantial adverse effect on the property values in the neighborhood.

B. The approval or disapproval of the Architectural Control Committee as required by these covenants shall be in writing. Should the Architectural Control Committee fail to approve or disapprove such plans and specifications and the location **within thirty (30) days after submission** of the plans to it, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force, and the related covenants shall have been deemed to have been fully complied with.

C. The initial Architectural Control Committee is composed of:

Raymond C. Leffler and Kurt J. Kamm

D. The address of the Architectural Control Committee is:

1020 West Blvd.
Racine, WI 53405

E. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Architectural Control Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Prior to resignation, the final remaining member of the Architectural Control Committee may appoint successor members who shall then serve as the Architectural Control Committee pursuant to these restrictions.

F. If, at any time, the Architectural Control Committee has ceased to exist as such and has failed to designate a representative to act for it, the owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of lot owners called by notice in writing, mailed to the last known address of all lot owners in the subdivision as shown on the assessment rolls of the Town of Caledonia, and in the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with.

G. The Architectural Control Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Subdivisions.

H. This Subdivision is subject to all Town and/or County regulations regarding Conservation Subdivisions, including adherence to the Conservation Easement and Stewardship Plan (referenced elsewhere in these Restrictions). Buyer acknowledges that the Architectural Control Committee cannot grant any exceptions which would violate these regulations.

VI. DWELLING QUALITY

The face of every outside wall of any residence, including chimney chases, shall be constructed of materials approved by the Architectural Control Committee. All residences shall have roofs constructed of dimensional shingles with not less than a 6" to 12" (6/12) pitch. All residences shall have some brick or stone on the front elevation unless brick or stone would be contrary to the design of the home, and shall be approved by the Architectural Control Committee. The Architectural Control Committee shall have the final determination.

Every residence hereafter erected shall have minimum floor areas as follows:

1 Story (Ranch Style)	1700 sq. ft. minimum
2 Story (Traditional)	2000 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	1850 sq. ft. minimum

For purposes of this section "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade at front foundation line, basements, garages, breezeways, and unenclosed porches, attics and other areas not finished or useable as living quarters. Each home in the Subdivision shall have a minimum of 1000 sq. ft. of first floor living space.

VII. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Town of Caledonia ordinances. No structure or part

thereof erected upon any *corner lot* in the Subdivision may be erected nearer than *thirty-five (35)* feet from the lot line adjacent to the street located at the side of such building. The *front yard* building setback line for each lot in the Subdivision shall be *thirty-five (35)* feet from the front lot line, with the exception of *Lot 5* whose front yard building setback line shall be *thirty (30)* feet and *Lot 6* whose front yard building setback line shall be *twenty-five (25)* feet, unless written approval is received from the Architectural Control Committee. The *side yard* setback shall not be less than *ten (10)* feet on either side and the *rear yard* setback shall not be less than *fifty (50)* feet.

VIII. GARAGES, DRIVEWAYS, SERVICE WALKS AND SIDEWALKS

A minimum of a two (2) car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached by a breezeway. Nothing in this section shall be construed to prohibit the construction of an attached garage which is larger than the minimum required by this section (up to a four car garage allowable). Developer hereby expresses the preference for garages which are set back from the front of the home, or side-loaded, however, there is no specific requirement to do so. To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, brick or other hard surface material acceptable to the Architectural Control Committee. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and walkways. *Detached garages of any size are prohibited.*

IX. UTILITIES AND ANTENNAS

All electric light, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electric signals of any nature shall be allowed on any lot within the Subdivision without the approval of the Architectural Control Committee. Any such exterior antenna, satellite dish receiver or similar device shall not exceed 18" in diameter and shall not be visible from the street.

X. SOLAR ENERGY

Devices and systems for collection of solar energy are permitted within the Subdivision, provided that the location and screening of any such system are approved by the Architectural Control Committee.

XI. HEDGES AND FENCES

A. Hedges shall be permitted provided that the same are located as required by these covenants and maintained by the lot owner.

B. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a fence or wall of sufficient height to conceal the same, but no higher than

four (4) feet, by shrubbery of sufficient density to accomplish the same purpose, or other approved screening. Nothing in this paragraph should be deemed to restrict perimeter fences to four (4) feet in height. Perimeter fencing location, material and height are to be approved by the Architectural Control Committee.

C. No hedge may extend to a point nearer to the street on which the house fronts than the front foundation line of such house.

D. No fence shall be permitted to extend nearer to any street than the rear foundation line of the principal structure, except those specifically approved by the Architectural Control Committee for the express purpose of screening air conditioning units or firewood or decorative fencing.

Fences on the east lot line of Lot 25 and the west lot line of Lot 26, which abut the 15 foot public access area may extend beyond the rear foundation line of the principal structure, up to the road right-of-way.

E. Except as herein stated, fences and walls shall be permitted provided that the material and location of the same are in conformity with the Town of Caledonia and Racine County building codes. The location, design, construction and material for all fences or walls are subject to approval by the Architectural Control Committee. **Chain link fences, for any purpose, are specifically prohibited.** Each lot owner shall obtain the appropriate permits prior to the installation of any fence.

F. All fences or walls shall be built in conformity with all existing Town ordinances. Lot owners are advised that construction of fences or walls in easement areas is done at lot owner's risk. Lot owners are urged to check local ordinances which may prohibit fences or walls from being constructed in easement areas.

XII. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. Separate outbuildings or enclosures may be erected or kept upon a lot for the purpose of housing or restraining any animal or pet provided the location, design, construction and material for such structure is approved by the Architectural Control Committee.

Chain link enclosures are prohibited.

XIII. FILLING 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 which will give off odors of any kind, and all deposited fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to 1) change the pre-existing surface water

drainage as affects any adjoining lots, and/or 2) create a slope of more than three (3) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. The finished grade of any improved lot in the Subdivision shall comply with the Master Grading Plan on file with, and approved by, the Town of Caledonia and Racine County. Changes to this covenant are only allowed with written Architectural Control Committee approval and may require the approval of the Town of Caledonia and Racine County. Prior to the conveyance of lots, the Developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected so that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications approved by, and on file with, the Town Engineer. Upon conveyance of individual lots, individual lot owners shall assume the responsibility for maintaining the erosion control measures put in place by the Developer. If individual lot owners fail to maintain said erosion control measures, for all periods of time for which the Developer retains any responsibility to the Town under the Developer's Agreement, the Developer shall have the right to enter upon any lot or common area in the Subdivision for the purpose of restoring the same or providing maintenance pursuant to the Conservation Easement and Stewardship Plan and as required by the Town and Land Trust, and pursuant to the Developer's Agreement. The Developer shall have no liability except as provided for under the Conservation Easement and the Developer's Agreement to any lot owner, or the Homeowner's Association, with respect to work required by the Town of Caledonia and performed under the terms of this paragraph. In the event that restoration or maintenance is required by reason of the act or neglect of any lot owner, or the Homeowner's Association, the Developer shall have the right to recover its costs from said owner or the Homeowner's Association. After the Developer's responsibility under the Developer's Agreement has expired, the right to enter upon any lot or common area to restore same, or provide maintenance pursuant to the Conservation Easement and Stewardship Plan and as required by the Town and/or Land Trust, shall transfer to the Homeowner's Association. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of a building upon said lot and then only so much as is necessary and essential in the furtherance of such construction and in compliance with all applicable Town and County Ordinances. Under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

XIV. SITE MODIFICATION

Portions of the Subdivision are located within wetlands areas and conservation areas as indicated on the Plat. Each lot shall be developed in conformity with all applicable laws and ordinances regarding these environmentally sensitive areas and the Conservation Easement. Any proposed site grade modification must be approved by the Architectural Control Committee. In no case shall any site modification occur on any Outlots unless specifically authorized in the Conservation Easement and the Stewardship Plan.

Clear cutting of trees on individual lots is hereby prohibited. Only those trees located within the proposed building pad, and a sufficient area on the lot surrounding said building pad to facilitate construction, shall be permitted to be removed. Any lot owner requesting to remove more trees than

necessary for the construction of a residence must submit a written request, along with a site plan indicating the trees to be removed and a reason for the request, to the Architectural Control Committee. Except for dead or dying trees, no trees may be removed without the express written consent of the Architectural Control Committee. Other than trees allowed to be removed during construction, each lot owner shall take all necessary measures to protect trees from damage during construction.

For clarification purposes, any tree with a trunk diameter of 3" (three inches) 4' (four feet) or more above ground level shall require the approval of the Architectural Control Committee for removal (unless dead or dying as stated above). Approvals will not be unnecessarily withheld.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Town of Caledonia Town Board (upon review and recommendation of the Town of Caledonia Plan Commission) and Racine County.

PLEASE SEE SECTION XXV - EASEMENTS

XV. NOXIOUS ACTIVITY

No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on; and generally, no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

XVI. SIGNS

No signs of any character, size, or description shall be maintained upon any lot in the Subdivision except signs of a size no larger than ten (10) inches by eighteen (18) inches bearing the name, address, or both of the resident occupying such lot, security service warning signs or residential re-sale "For Sale" signs. The content, size and design of all signs shall be controlled by the Architectural Control Committee. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the sale and/or construction period and must be removed upon completion of the home. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision.

XVII. SWIMMING POOLS AND SPAS

Swimming pools and spas, are allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Town of Caledonia and Racine County. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation line of the principal structure. *Above ground pools are prohibited in the Subdivision.*

XVIII. TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within ninety (90) days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains. In no case shall any removed trees, brush, stumps, roots or other similar material be placed or dumped upon any Outlots.

PLEASE SEE SECTION XIV (SITE MODIFICATION) REGARDING TREE REMOVAL.

XIX. VEHICULAR STORAGE

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motor home, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, no motor vehicle may be parked, stored or otherwise kept on any lot in the Subdivision other than a car, truck or van which is licensed by the State of Wisconsin as a private passenger vehicle. Outdoor storage of any vehicle with advertising of any type (other than car dealer emblems) is prohibited. Any such vehicle must be enclosed within a garage. No driveway apron may be constructed for the storage of any vehicle or trailer.

XX. LOT AND OUTLOT MAINTENANCE

Each vacant lot in the Subdivision shall be maintained by the owner of such lot so that the same shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant lot and the lot owner shall regularly mow the lot and comply with the Town of Caledonia and Racine County ordinances regarding weed control.

Outlot 1 within the Subdivision contains an area which has been designated as a "Landscape Easement" area, which is shown on the final Plat for the Subdivision. The Homeowner's Association shall be required to maintain the landscaping within the easement area (for example, cutting the grass and weeding any planting beds). Failure to maintain the landscape area within the Outlot may result in the Land Trust and/or Town of Caledonia maintaining said landscape easement and assessing the individual lot owners for any costs pursuant to the Conservation Easement. Maintenance of the Landscape Easement located within Outlot 1 shall be subject to any restrictions contained in the Grant of Conservation Easement and Stewardship Plan.

Outlot and Landscape Easement Maintenance. In the event the Developer, its successors and assigns, including the Homeowner's Association, should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay for the regular maintenance required for its properties within the Subdivision, including pursuant to the Conservation Easement and Stewardship Plan, the Land Trust and/or Town of Caledonia may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Subdivision under the provisions of Section 66.0627 of the Wisconsin Statutes. Similarly, any unpaid

balances, together with any penalties and interest thereon, may be collected by the Town of Caledonia as a special assessment against all of the properties in the Subdivision which border the properties, or the Town of Caledonia may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purpose.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of the Town of Caledonia Town Board (upon review and recommendation of the Town of Caledonia Plan Commission), the Land Trust and Racine County.

XXI. COMPLETION OF CONSTRUCTION

The interior and exterior construction (**including landscaping and driveways**) of a residence shall be substantially completed and the residence shall be ready for occupancy within one (1) year after commencement of construction; such time of completion shall be extended to the extent of any delay due to strike, lockouts and acts of God. In its sole discretion, the Architectural Control Committee shall determine 1) when a residence is substantially completed and ready for occupancy, subject to Town of Caledonia and Racine County Ordinances; 2) the extent of the delay due to strike, lockouts and acts of God; and 3) may, for good cause, allow additional time for completion of construction.

XXII. TEMPORARY STRUCTURES

No structure of a temporary character, no boat, trailer, truck, basement, tent, shack, garage, barn or other outbuilding shall be used at anytime as residence either temporarily or permanently. **No previously used building shall be moved on to any lot in any of the Subdivision from another location, this shall include outbuildings of any type.**

XXIII. GARBAGE OR REFUSE DISPOSAL

No lot or Outlot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. To insure the attractive appearance of the Subdivision, all equipment shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners. There shall be absolutely no dumping of trash or yard waste within any of the Outlots.

XXIV. ACCESSORY OR UTILITY BUILDINGS

A single detached accessory building (not to exceed 12'x14') shall be permitted on lots in the Subdivision provided that the design and location of the same are approved by the Architectural Control Committee, and the Town of Caledonia and/or Racine County, if required, prior to construction, and provided that said building is not used for the storage of a motor vehicle (i.e. private passenger vehicle). Said accessory building shall be substantially the same as the residence on the lot,

including siding and roofing materials. A building permit will be required from the Town of Caledonia and/or Racine County prior to the construction of said accessory building. For purposes of this Section XXIV, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be construed without prior approval of the Architectural Control Committee. However, Town of Caledonia and Racine County permits, if required, are the responsibility of the lot owner.

XXV. MODIFICATION

This Declaration may be amended at any time through execution of the owners of seventy-five percent (75%) of the residential lots in the Subdivision affected by these restrictive covenants. Such an amendment shall take effect on the date of recording thereof in the office of the Register of Deeds for Racine County, Wisconsin. The Developer shall be exempt from any modifications made to these Restrictive Covenants for so long as the Developer retains title to any lot within the Subdivision.

No such modification(s) shall be made, however, without the prior written approval of the Town of Caledonia Town Board (upon review and recommendation of the Town of Caledonia Plan Commission), the Land Trust, and Racine County. The grant of Conservation Easement and Stewardship Plan may only be modified pursuant to the terms of the easement.

XXVI. ENFORCEMENT OF RESTRICTIONS

If the owner of any lot subjected to these restrictive covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning or co-owning any other lot subjected to these restrictive covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades for drainage or enforce any of the covenants and restrictions herein contained.

XXVII. EASEMENTS.

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

A. **Landscape Easement.** Outlot 1 contains an area which has been designated as a "Landscape Easement" area, which is shown on the Plat for the Subdivision. The Homeowner's Association is required to maintain the landscaping within the easement area (for example, cutting the grass and weeding any planting beds as required by the Town). Failure to maintain the landscape areas within the Outlot pursuant to the Conservation Easement and Stewardship Plan may result in the

Land Trust and/or Town of Caledonia maintaining said landscape easement and assessing the individual lot owners for any costs.

B. Developer's Reservation and Right to Grant Easements. Developer hereby reserves unto itself and for the Homeowner's Association the right to grant to public or semi-public utility companies, easements and rights-of-way over, across and through the Outlots for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi public utility function that the Town of Caledonia or Racine County may require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Where such easements become necessary, the lot owners hereby grant to the Developer and/or the Homeowner's Association power of attorney to execute all necessary documents for the creation of such easements on the lot Owner's behalf.

C. Easement for Construction, Access and Maintenance. Developer hereby reserves for itself and for the Homeowner's Association a right of access over, across, and through the Outlots for purposes of: (i) constructing and maintaining improvements and amenities as provided for in this Declaration; (ii) making underground or above ground utility connections; and (iii) any other reasonable use consistent with this Declaration.

D. Easement for Placement of Advertising Signs. Developer hereby reserves for itself a right of access over, across, and through the Outlots to place signs advertising the sale of Lots within the Subdivision on the Outlots.

E. Easement for the Maintenance and Management of Outlots. Developer hereby reserves for itself and for the Homeowner's Association the right to manage and maintain the Outlots consistent with the Conservation Easement and Stewardship Plan.

F. Conservation Easement. Developer hereby reserves for itself and the Homeowner's Association the right to grant and execute the Conservation Easement attached hereto as Exhibit "B".

G. Easements to Run with the Land. All right and easements described herein are perpetual rights and easements appurtenant to/and running with the land and shall be binding upon and inure to the benefit of: (1) the Developer; and (2) the Homeowner's Association with respect to the easements over the Outlots.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Town of Caledonia Town Board (upon review and recommendation of the Town of Caledonia Plan Commission) and Racine County.

XXVIII. OUTLOTS & STEWARDSHIP PLAN

The Plat for the Subdivision shows six (6) Outlots. Outlot 4 has been transferred to the Caledonia Conservancy, Ltd. and is owned solely by them. **SEE SECTION XXIX FOR DISCLOSURES REGARDING OUTLOT 4.** Outlots 1, 2, 3, 5, and 6 remain as a part of the Subdivision. Due to the Conservation Subdivision Ordinance for the Town of Caledonia (Title 14 of the Code of Ordinances), Outlots 1, 2, 3, 5 and 6 are subject to the Conservation Easement and Stewardship Plan for, the Subdivision. *All lot purchasers are urged to review the Conservation Easement and Stewardship Plan which contains a five (5) year maintenance plan.* Purchasers are hereby notified that the amount shown to maintain and monitor the Outlots for the initial five year period has been paid by the Developer, however, any unforeseen maintenance, management, restoration or repairs and the cost thereof required under the Conservation Easement shall be the responsibility of the Homeowner's Association. After the initial five (5) year period, the Homeowner's Association shall be solely responsible for management, and costs thereof, for the Outlots pursuant to the Conservation Easement and Stewardship Plan. In addition, the Town of Caledonia retains the right to verify maintenance according to the Conservation Easement and Stewardship Plan. In the event that the Developer, its successors or assigns including the Homeowner's Association, fails to manage all or any portion of the Outlots in accordance with the Conservation Easement and Stewardship Plan and all applicable laws, rules, and regulations, the Land Trust and/or Town may take action pursuant to the Conservation Easement.

The Outlots will be annually assessed to ensure compliance pursuant to the Conservation Easement and the costs for such annual assessment shall be borne by the Developer and its successors and assigns as provided for in the Conservation Easement and Stewardship Plan. The Town of Caledonia requires the Conservation Easement and Stewardship Plan to remain in place in perpetuity.

The Homeowner's Association will be responsible for renewing the Stewardship Plan with the initial maintenance and monitoring firm, or another reputable firm acceptable to the Town of Caledonia and the Land Trust.

Each owner of a lot in the Subdivision receives a 1/32nd ownership interest in said Outlots. In addition, the Homeowner's Association has been developed to protect and maintain said Outlots. **SEE SECTION XXX FOR HOMEOWNER'S ASSOCIATION INFORMATION.**

THE RESTRICTIONS SET FORTH IN THIS SECTION MAY NOT BE MODIFIED OR REMOVED WITHOUT THE PRIOR WRITTEN APPROVAL OF BOTH THE TOWN OF CALEDONIA TOWN BOARD (UPON REVIEW AND RECOMMENDATION OF THE TOWN OF CALEDONIA PLAN COMMISSION) AND RACINE COUNTY.

XXIX. OUTLOT 4

In cooperation with a Grant from the State of Wisconsin, Outlot 4 has been sold by the Developer to the Caledonia Conservancy Ltd. (the "Conservancy") a non-profit organization dedicated to preserving open space within the Town of Caledonia. The Homeowner's Association

and the lot owners have no ownership in Outlot 4 and have no responsibilities for Outlot 4. The Developer hereby discloses that there is a public access lane fifteen feet (15') in width between lots 25 and 26 which permits access to the 11 acres (more or less) contained in Outlot 4. This public access lane may be improved by the Conservancy with wood chips and/or gravel and is intended to be used for pedestrian foot traffic, motorized vehicles towing horse trailers, and other motorized vehicles accessing the maintenance shed located on Outlot 4. Depending upon the level of use, the Town of Caledonia may require the Conservancy to install an asphalt lane within this area. As shown on Exhibit "D", attached hereto, the Conservancy may locate a parking area on Outlot 4 within the area shown. Said parking area may be improved with wood chips and/or gravel by the Conservancy.

In addition, the Conservancy has indicated that Outlot 4 will contain both bridle (horse) trails and pedestrian walking trails, and may contain fencing within the Outlot, which are to be maintained by the Conservancy and are not part of the maintenance requirements of the Homeowner's Association. The Conservancy shall also be responsible for complying with a separate conservation easement to the Land Trust and Town of Caledonia, a separate stewardship plan prepared for Outlot 4 and the State of Wisconsin Department of Natural Resources Stewardship Grant (the "Grant") requirements with no financial assistance from the Homeowner's Association.

Lot purchasers are hereby notified that the Town of Caledonia has agreed to restrict street parking on Pine Tree Circle to allow private passenger vehicles only. There shall be no street parking of any vehicles towing horse trailers on Pine Tree Circle. Street signage shall reflect the restricted street parking.

Lot purchasers are also notified that due to conditions contained within the Grant to the Conservancy, Outlot 4 is available to the general public, including lot and homeowners within the Subdivision. Public use of the trails within the Outlot 4 shall be monitored by the Conservancy. Any purchaser wishing to review a copy of the easement, stewardship plan, and Grant describing the permitted uses within Outlot 4 should contact the Developer for a copy prior to purchasing a lot. Purchasers' failure to request such a copy shall not relieve the purchaser of proper usage of Outlot 4, nor shall it be considered a failure to disclose by Developer. Purchasers' acceptance of title to a lot within the Subdivision shall indicate purchaser has reviewed all documents to purchaser's satisfaction.

THIS SECTION MAY NOT BE MODIFIED OR DELETED.

XXX. HOMEOWNER'S ASSOCIATION

Developer has formed the Homeowner's Association for the lot owners in the Subdivision. The purpose of the Homeowner's Association is to protect and maintain those areas within the Subdivision which are designated as Outlots, and, if necessary, to maintain other easement areas as designated by the Plat.

The initial Board of Directors shall consist of:

Raymond C. Leffler	Director
Heidi S. Tremmel	Director
TO BE NAMED	Director

The Homeowner's Association shall be managed by the Board of Directors appointed by the Developer until such time as the Homeowner's Association is turned over to the lot owners according to the By-Laws for the Homeowner's Association. Each owner has been provided with a copy of the By-Laws. The Homeowner's Association will be governed by the By-Laws as established according to the laws of the State of Wisconsin.

XXXI. HOMEOWNER'S ASSOCIATION RESERVE FUND & ANNUAL FEE

Upon the transfer of title from the Developer to the initial purchaser, for each individual lot within the Subdivision, the purchaser shall, at the time of closing, pay a Reserve Fund Deposit to the Homeowner's Association in the amount of \$100.00 as a start-up fee. In addition, disclosure is made that the annual fee for the Homeowner's Association shall be \$100.00, which shall be pro-rated based on the date of closing. The fee of \$100.00 per year shall be due and payable in advance on the 1st day of January of each year. The Homeowner's Association may, from time to time, increase the annual fee after a majority vote of the lot owners at the annual Homeowner's Association meeting, or at any special meeting called for this purpose. Written notice of any meeting by the Homeowner's Association shall be mailed or delivered to the lot owners last known mailing address as recorded with the Town of Caledonia for tax purposes. Additional fees may be imposed as required and pursuant to the Conservation Easement and Stewardship Plan.

XXXII. 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 each and every term, right, duty and obligation herein contained and the right of enforcement of this Declaration as aforesaid.

