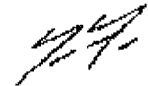


RESTRICTIVE COVENANTS
FOR
CREEKVIEW ESTATES

Document Number

Document # **2515902**
RACINE COUNTY REGISTER OF DEEDS
March 15, 2019 02:02 PM



TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

Pages: 30

Recording Area

20.30

Lots 1 through 9 and Outlots 1 and 2, Creekview Estates, being Lot 3 of Certified Survey Map No. 2263, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

**After Recording, return to:
Riversview Development, LLC
8338 Corporate Dr., Ste. 300
Racine, WI 53406**

Tax Key Numbers:	Lot 1	104-04-23-21-040-001
	Lot 2	104-04-23-21-040-002
	Lot 3	104-04-23-21-040-003
	Lot 4	104-04-23-21-040-004
	Lot 5	104-04-23-21-040-005
	Lot 6	104-04-23-21-040-006
	Lot 7	104-04-23-21-040-007
	Lot 8	104-04-23-21-040-008
	Lot 9	104-04-23-21-040-009

Outlots 1 and 2 are owned by a fractional ownership interest and are not individually assessed.

RESTRICTIVE COVENANTS
FOR
CREEKVIEW ESTATES

Document Number

We are returning your ORIGINAL document.
It has been recorded electronically.
The recording information is shown on the
attached copy. Keep both documents
with your Real Estate records.

Recording Area

90.30

Lots 1 through 9 and Outlots 1 and 2, Creekview Estates, being Lot 3 of Certified Survey Map No. 2263, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

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	Lot 6	104-04-23-21-040-006
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	Lot 8	104-04-23-21-040-008
	Lot 9	104-04-23-21-040-009

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RESTRICTIVE COVENANTS FOR CREEKVIEW ESTATES

Declaration of conditions, covenants, restrictions and easements regarding Creekview Estates, Village of Caledonia, Racine County, Wisconsin (the "Declaration").

This declaration is made by Riversview Development, LLC, 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 Village of Caledonia, Racine County, Wisconsin, (the "Village") described in Exhibit A to this Declaration, which lands have been platted as Creekview 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 Creekview 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.

1. GENERAL PURPOSE

The general purpose of this declaration is to help assure that the Subdivision will become and remain an attractive development, to insure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property, to encourage and 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.

2. DEFINITIONS.

- A. Plat. The recorded final plat of the Subdivision.
- B. Homeowners Association. The Creekview Estates Homeowners Association, Inc., a Wisconsin Non-Stock Corporation.
- C. Developer's Agreement. The Agreement between the Village and the Developer for the development of the Subdivision.
- D. Outlot(s). Outlots 1 and 2 as identified on the Plat. Outlot 3 as shown on the Plat is not subject to these Restrictive Covenants - see Section 29.

3. 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 3, 8, 14, 15, 19, 20, 21, 26, 28, 29, 30, 31, 32, 33, 35, 37, 38 and 39 of these Restrictive Covenants are not subject to termination, rescission, or modification as set forth in Paragraphs 3(A) and 3(B) above without the express written approval of the Village of Caledonia and Racine County.

D. As long as Developer owns at least one lot in the subdivision, Section 5 shall not be terminated, rescinded or modified without the Developers express written permission regardless of whether or not a three-fourths (3/4) vote of owners approves of any such termination, rescission or modification. Developer, however, retains the right to modify requirements under this Section as long as it does not adversely affect existing lot owners or their property values.

4. 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.

5. 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 by the Architectural Control Committee 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 plantings. The location and surfacing material for walkways and driveways must be shown (see Section 9). In addition, any submittal to the Architectural Control Committee for approval must identify all trees for removal, if any (see Section 19).

Such plans and specifications shall be submitted to the Architectural Control Committee and approved before building, zoning and shoreland permits from the Village of Caledonia and/or Racine County are applied for. Three copies of the building plan, exterior color selections and survey are to be submitted to the Architectural Control Committee. Upon approval, two copies of the plan, exterior color selections and survey will be returned to purchaser and one copy will be retained by the Architectural Control Committee.

NOTE: The Architectural Control Committee will accept an electronic submission as long as said submission is in a .pdf format (no CAD files), is clearly legible and contains color photos of exterior selections properly labeled with color and manufacturer for each item. (Example: Roof shingles in Driftwood by Owens Corning). All external colors must be submitted for approval.

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.

NOTE: Incomplete submissions shall not be considered as submitted until ALL items are received. The Architectural Control Committee will notify the submitter if the submission is incomplete. The review process, and the time frame for completion of the review, will not begin until all items are received.

C. The address of the Architectural Control Committee is:

Newport Development Corp.
Raymond C. Leffler
8338 Corporate Dr., Ste. 300
Racine, WI 53406
rayleffler@hotmail.com

- and -

Korndoerfer Homes
7900 Durand Ave., Bldg. 10
Sturtevant, WI 53177

PCoordinator@Korndoerferhomes.com

The location of the Architectural Control Committee may change from the location stated above. It is the responsibility of the lot owner, or their builder, to determine the current location of the Architectural Control Committee. Failure to submit building plans, site survey and/or landscaping plans due to owner's or builder's inability to locate the Architectural Control Committee does not automatically constitute an acceptance of said building plans, site survey and/or landscaping plans.

D. The Architectural Control Committee may designate a representative to act for it. The current representatives for the Architectural Control Committee are Raymond C. Leffler and Wolf E. Korndoerfer or Carl W. Korndoerfer. The signature of Raymond C. Leffler and Wolf E. Korndoerfer OR Carl W. Korndoerfer shall be required. 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.

E. 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 Subdivision lot owners as shown on the assessment rolls of the Village of Caledonia and in the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with.

F. 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 Subdivision.

6. DWELLING QUALITY

Residences shall have no more than two stories and shall include a full basement. An exposed basement shall not be considered to be a "story" for purposes of this section. Bi-level and Tri-level homes are prohibited. The face of every outside wall of any residence shall be constructed of a material approved by the Architectural Control Committee and all residences shall contain a minimum of 25% brick, stone or other approved masonry material on the front elevation. Vinyl siding of any type is not permitted within the subdivision. All homes must be constructed with cement board or smart board siding. Roof: All roof material shall be at least 30 year equivalent dimensional shingle with shadow lines, staggering and varying color shade as

deemed acceptable by the Architectural Control Committee. The roofs on all homes must have a minimum pitch of six (6) feet in height for each twelve (12) feet in length (6/12) on the main/front pitch of the Home and a minimum pitch of eight (8) feet in height for each twelve (12) feet in length (8/12) on the sides of the home.

Every residence shall have a *minimum* of one window of a reasonable size on every elevation. The Architectural Control Committee may, in their sole discretion, require more than one window on each elevation. Every residence erected on a lot in the Subdivision shall have minimum floor areas as follows:

1 Story (for example: Ranch Style)	1900 total sq. ft.
2 Story (for example: Traditional)	2300 total sq. ft.
1-1/2 Story (for example: Cape Cod)	2300 total sq. ft.

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, basements, garages, breezeways, and porches, attics and other areas not finished or useable as living quarters.

COLORS

- A. The exterior colors of the walls and roof of a single family residential structure shall be compatible and harmonious with the colors of nearby single family residential structures. Highly reflective and bright colors shall be avoided.
- B. All primary colors, which are the large areas of walls, shall be in subdued colors.
- C. Secondary colors shall be compatible with the primary colors and be limited to Architectural details such as fascia, soffits, corner boards, frames, shutters, front door, etc.
- D. If the existing color is changed, all proposed exterior repainting must be submitted to the Architectural Control Committee for consideration and approval prior to changing.

7. LANDSCAPE ARCHITECTURAL CONTROL

A landscape plan showing the proposed development of the entire lot shall be submitted to the Architectural Control Committee for approval within six (6) months after commencement of construction. Adequate surface drainage shall be installed and the approved landscape plan shall be completed within six months after an occupancy permit has been issued for the home. If weather conditions prohibit the completion of landscaping within the time frame stated, the Architectural Control Committee may, at their option, grant an extension for completion of landscaping.

8. 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 Village of Caledonia ordinances. The **front yard** building setback line for each lot in the Subdivision shall be **twenty five (25)** feet from the front lot line unless written approval is received from the Architectural Control Committee. The **side yard** setback shall not be less than **ten (10)** feet and the **rear yard** setback shall not be less than **thirty-five (35)** feet. The setback from the shoreland and wetland areas shall be **seventy-five (75)** feet from the ordinary high water mark of the navigable stream unless noted otherwise on the Plat.

9. GARAGES, DRIVEWAYS, AND LANDSCAPING

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 three car garage allowable) provided such garage is constructed in conformity with local ordinance. **Detached garages of any size are prohibited.**

To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the building 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.

Weather permitting, all exterior landscaping shall be completed within 6 months of occupancy.

10. UTILITIES AND ANTENNAS

All electric lines, 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. There shall be no free-standing tower type antennas allowed in the subdivision.

Disclosure is made that purchasers will be responsible for payment of their own connection fees to the various utility providers. Developer has ensured that all mains are installed for sewer and water service. Connection to these mains shall be at the buyer's expense and shall be collected by the Village at the time a building permit is issued. In addition, connection to gas, electric, cable tv and telephone service shall be at the buyer's expense and those connection fees are NOT included in the cost of the building permit. The building permit may also contain a charge for the then current Park Impact Fee charged by the Village as well as

an Erosion Control Permit Fee.

While there is no time frame required for which construction on the lot must begin, the Developer has priced the lots in the subdivision assuming that construction will take place within five years from the date of completion of the subdivision. That time frame allows the Developer to receive a rebate from the utility company for a portion of the cost to install utilities to the properties. The receipt of the rebate is calculated into the price of the lot, however, if construction does not occur within the five year timeline, the rebate is forfeited. Therefore, at the time of closing, buyer shall deposit with developer the sum of \$3,119.00 which reflects the current value of the per lot rebate due for gas and electric installation. The developer shall refund the deposit upon receipt of the rebate from We Energies. Refund shall be paid only to the lot owner at the time construction commences. In the event construction does not begin within the five year time period, the deposit shall be automatically forfeited.

11. 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.

12. 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.

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. Fences shall be permitted in the Subdivision, subject to Architectural Control Committee approval and shall comply with the Village of Caledonia fence ordinance. The only approved fencing for the subdivision shall be a wrought iron picket-style fence and shall not exceed five (5) feet. There shall be no stockade style or chain link fences permitted. In addition, the Village of Caledonia prohibits fencing in easement areas.

13. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. All lot owners shall abide by the Village of Caledonia Ordinance regarding pet ownership within the Village limits. 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 dog runs and/or enclosures are prohibited.**

Regardless of any existing or future Ordinance by the Village of Caledonia or Racine County, chickens are not permitted within the subdivision.

14. 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. 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 four (4) 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 Village 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 Village 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 Village 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 Village 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 as required by the Village and pursuant to the Developers Agreement. The Developer shall have no liability except as provided for under the Developers Agreement to any lot owner, or the Homeowners Association, with respect to work required by the Village 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 Homeowners Association, the Developer shall have the right to recover its costs from said owner or the Homeowners Association. After the Developers responsibility under the Developers Agreement has expired, the right to enter upon any lot or common area to restore same, or provide maintenance as required by the Village, shall transfer to the Homeowners 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 Village and County Ordinances. Any excess excavation of earth shall be removed from the building site, however, under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

15. SITE MODIFICATION

Portions of Outlots within the Subdivision are located within wetlands areas and most lots lie within the Primary Environmental Corridor as indicated on the Plat. Each lot shall be developed in conformity with all applicable laws and ordinances regarding these environmentally sensitive areas. 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 by the Village of Caledonia.

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) and that is 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). Approval 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 Village of Caledonia Village Board (upon review and recommendation of the Village of Caledonia Plan Commission) and Racine County.

PLEASE SEE SECTION 28 - EASEMENTS

16. 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.

17. 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. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision.

18. SWIMMING POOLS

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 Village 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.*** In-ground or self contained spas and hot tubs are permitted provided they comply with any restrictions or ordinances required by the Village of Caledonia. Swimming pools may not be located within any easement area.

Temporary pools are permitted, however, temporary is defined as easily emptied and stored and lasting no more than two consecutive days and are restricted to rear yards only.

19. TREE AND BRUSH REMOVAL

Clear cutting of trees on individual lots, or within outlot areas, is specifically prohibited. The Developer acknowledges some trees will need to be removed subject to placement of individual homes and driveways. All tree removal shall specifically be subject to Architectural Control Committee approval. Failure to obtain Architectural Approval for clearing of trees will result in a fine being levied by the Homeowners Association against the individual lot owner. The severity of the fine will be directly proportionate to the severity of tree cutting that has occurred without obtaining the necessary approvals in the sole discretion of the Homeowners Association.

All trees, brush, stumps, roots, or other similar materials that are cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within sixty (60) days after such cutting or clearing and shall be neatly stored until removal. 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 materials be placed or dumped upon any Outlots.

The Architectural Control Committee will not grant tree clearing privileges solely for the purpose of erecting a fence

LOTS 4 THRU 9: The construction of any buildings within the designated primary environmental corridor (PEC) is prohibited, except for a designated building envelope, if any, as set forth on the final Plat and as may be shown on individual house stake-out surveys obtained by a Buyer for each parcel. The building envelope is defined as the footprint of the proposed residence plus a reasonable, clear-cut distance around the building, but not to exceed 25 feet around the perimeter of the dwelling. **This paragraph shall run with the land and**

may not be altered without the prior approval of the Village of Caledonia and Racine County.

PLEASE SEE SECTION 15 (SITE MODIFICATION) REGARDING TREE REMOVAL.

20. VEHICULAR STORAGE

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, 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. No overnight outside storage of any vehicle used for a trade will be permitted (i.e. no contractor vehicles of any kind which display any type of signage including company name and/or phone numbers. Any such vehicle must be enclosed within a garage. All parking within the subdivision must be on hard surfaced area. Parking on grassy areas within individual lots or outlots is prohibited. No driveway apron may be constructed for the storage of any vehicle or trailer.

21. LOT AND OUTLOT MAINTENANCE

A. Lot Maintenance. Each lot, including vacant lots, in the Subdivision shall be maintained by the owner of such lot so that the same lot 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 Village of Caledonia and Racine County ordinances regarding weed control. Each lot owner, at the sole cost and expense of that lot owner, shall permanently maintain all storm water drainage ditches and swales (“drainage facilities”) located within the boundaries of that owners lot, if any. The drainage facilities shall be maintained so as to allow the free flow of surface water into, over, across and through the lot, all pursuant to the approved storm water drainage plan on file with the Village of Caledonia. All drainage facilities shall be maintained to the standards and specifications of the approved drainage plan. In the event that the Village Board of the Village of Caledonia, in its sole discretion, finds that a lot owner has failed to fulfill the maintenance obligations as stated herein and according to applicable ordinance, the Village of Caledonia may perform maintenance on the drainage facilities and shall then levy the cost thereof as a special assessment against the defaulting lot under the provisions of Sections 66.0627 and 66.0703 of the Wisconsin Statutes. The Subdivider, its successors and assigns, herewith grant to the Village of Caledonia, its agents and employees, a perpetual easement to enter upon all lots in the Subdivision for the purposes of maintaining storm water drainage facilities and any other utility located thereon pursuant to the terms herein stated. The dimensions of the various easements are set forth on the recorded plat for the Subdivision.

B. Outlot Maintenance. The Developer has granted an Easement over Outlot 1 to the Village of Caledonia, which is shown on the final Plat for the Subdivision (the “Easement Areas”). The Homeowners Association is required to manage and maintain the Easement Areas.

Failure to manage and maintain the Easement Areas will result in the Village of Caledonia taking action to enforce the Easements. The Village also has the right, upon the Homeowners Associations or lot owners failure, to manage and maintain the Easement Areas and assess the individual lot owners for any costs. All management and maintenance of the Easement Areas shall be subject to any restrictions imposed by the Village of Caledonia at the time of final plat.

C. Easement Area Management and Maintenance. In the event the Developer, its successors and assigns, including the Homeowners Association, should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay for the regular management and maintenance required for its properties within the Subdivision, including pursuant to the Easement, the Village of Caledonia may cause such management and 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 Village of Caledonia as a special assessment against all of the properties in the Subdivision which border the properties, or the Village of Caledonia may seek a mandatory injunction requiring the Homeowners Association to levy and collect assessments for such purpose. The Developer has entered into a Stormwater Maintenance Plan and Management Agreement with the Village of Caledonia regarding these easement areas, which is attached hereto as Exhibit B.

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

22. 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 Village 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.

23. 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 the Subdivision from another location, this shall include outbuildings of any type.**

24. GARBAGE OR REFUSE DISPOSAL

No lot 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.

25. ACCESSORY OR UTILITY BUILDINGS

Subject to applicable Village of Caledonia ordinances, 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 Village 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 and shall not contain an overhead door. A building, zoning and/or Shoreland Zoning permit will be required from the Village of Caledonia and/or Racine County prior to the construction of said accessory building. For purposes of this Section 25, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be constructed without prior approval of the Architectural Control Committee. However, the Village of Caledonia and Racine County permits, if required, are the responsibility of the lot owner. **Absolutely no accessory or utility building may be placed in the Primary Environmental Corridor or within the wetland buffer zone.**

26. MODIFICATION

Subject to Section 3 (C) and (D), 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 of an amendment which 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 Village of Caledonia Village Board (upon review and recommendation of the Village of Caledonia Plan Commission) and Racine County.

27. 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.

28. EASEMENTS

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

A. **Maintenance Easement.** The Developer has granted an Easement over Outlot 1 to the Village, which is shown on the final Plat for the Subdivision (“the Easement Areas”). The Homeowners Association shall be required to manage and maintain the Easement Areas pursuant to the Stormwater Maintenance Plan and Management Agreement which is attached hereto as Exhibit B.

B. **Developers Reservation and Right to Grant Easements.** Developer hereby reserves unto itself and for the Homeowners Association the right to grant to public or semi-public utility companies, easements and rights-of-way over, across and through the Subdivision 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 Village 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 Homeowners 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 Homeowners Association a right of access over, across, and through the Outlots 1 & 2 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 1 & 2 to place signs advertising the sale of Lots within the Subdivision on Outlots 1 & 2.

E. **Easement for the Maintenance and Management of Outlots 1 & 2.** Developer hereby reserves for itself and for the Homeowners Association the right to manage and maintain Outlots 1 & 2.

F. **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 Homeowners Association with respect to the easements over Outlots 1 & 2.

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

29. OUTLOTS (EXCLUDES OUTLOT 3)

The Village Easement outlines the maintenance and management requirements for Outlots 1 & 2 within the subdivision including the steep slope and ravine areas behind lots 5 through 9 on the south side of the subdivision. Purchasers are cautioned to take great care when dealing with these areas. Included within these areas is a mature hardwood forest containing several large trees including a beech tree (36" in diameter), red oak (60.6" in diameter) cottonwood and shagbark hickory. These trees are likely *hundreds of years old*. Climbing of these trees, or construction of "forts" within these trees is expressly prohibited.

Each owner of a lot in the Subdivision receives a 1/9th ownership interest in said Outlots. In addition, the Homeowners Association has been developed to protect and maintain said Outlots 1 & 2. **SEE SECTIONS 31 AND 32 FOR HOMEOWNER'S ASSOCIATION INFORMATION.**

Outlot 3 is located on the North line of the subdivision between Lots 2 and 3. Outlot 3 is NOT included in any of the maintenance agreements nor is any ownership interest included with individual lots. Outlot 3 is being sold to the abutting neighbor to the North and is not a party to these Restrictive Covenants. That property owner is required to maintain Outlot 3 and the fence located thereon in perpetuity.

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

30. WETLAND AND PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTION

The following covenants shall apply to all wetlands and primary environmental corridors, including the 50' and 75' Wetland Protective Areas around the wetlands, within the Subdivision:

- A. Grading and filling shall be prohibited unless specifically authorized by the Village of Caledonia and, if applicable, Racine County, The Wisconsin Department of Natural Resources, and the Army Corps. of Engineers.
- B. The removal of topsoil or other earthen materials shall be prohibited.
- C. The removal or destruction of any vegetative cover, ie., trees, shrubs, grasses, etc. shall be prohibited with the exception of the removal of dead, diseased or dying

vegetation at the discretion of a forester or naturalist and the approval of Racine County.

- D. Grazing by domesticated animals, ie., horses, cows, etc. shall be prohibited.
- E. The introduction of plant material not indigenous to the existing environment of the wetland area or Primary Environmental Corridor shall be prohibited.
- F. Ponds may be permitted subject to the approval of the Village of Caledonia and, if applicable, the Racine County, the Wisconsin Department of Natural Resources and the Army Corps. of Engineers.
- G. Construction of buildings is prohibited.

ALL WETLANDS ON SITE have a 50' or 75' buffer to which no impervious surface may drain. Houses and any other structures (such as concrete patios) within the 50' or 75' wetland buffer must have a drainage system to direct all storm water runoff at least 50' or 75' away from the designated wetland area. Storm water runoff that will not be discharged at least 50' or 75' away from the wetland must be first routed through a Wisconsin Department of Natural Resources approved devise which will provide adequate water treatment prior to discharging closer than 50' or 75'. Wood deck patios with spacing between the boards and draining onto a gravel base or naturally vegetated area including mowed lawn are not considered impervious surfaces.

31. HOMEOWNERS ASSOCIATION

Developer has formed the Homeowners Association for the lot owners in the Subdivision. The purpose of the Homeowners Association is to protect and maintain those areas within the Subdivision which are designated as Outlots 1 & 2, any landscaped parkways, boulevards or islands, subdivision monument sign(s) and, if necessary, to maintain other easement areas designated by the Plat.

The initial Board of Directors shall consist of:

Raymond C. Leffler	Director
Wolf E. Korndoerfer	Director
Carl W. Korndoerfer	Director

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

The Homeowners Association may not be terminated, regardless of the vote of the members of the Association, without the express written approval of the Village of Caledonia.

32. HOMEOWNERS 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 Homeowners Association in the amount of \$350.00* as a start-up fee. In addition, disclosure is made that the annual fee for the Homeowners Association shall be \$200.00*, which shall be pro-rated based on the date of closing. The fee of \$200.00* per year shall be due and payable in advance on the 1st day of January of each year. The Homeowners Association may, from time to time, increase the annual fee after a majority vote of the lot owners at the annual Homeowners Association meeting, or at any special meeting called for this purpose. Written notice of any meeting by the Homeowners Association shall be mailed or delivered to the lot owners last known mailing address as recorded with the Village of Caledonia for tax purposes.

*It is hereby disclosed that the amounts shown above for the annual association fee of \$200.00 and the initial start-up fee of \$350.00 are shown for informational purposes only. The developer has the right to change the annual association fee and/or the initial start-up fee at any time prior to the transfer of ownership of any lot with no further authorization required. After the transfer of ownership of the first lot in the subdivision, the fees shown may only be changed as outlined in the By-Laws for the Creekview Estates Homeowners Association.

33. SUMP PUMP COLLECTION SYSTEM

Purchasers of lots within the Creekview Estates Subdivision are hereby notified that the Village of Caledonia requires sump pumps to discharge into the Sump Pump Collection System installed within the subdivision. Each purchaser is cautioned to inform their builder of this requirement to include the proper construction cost of connecting to the sump pump collection system in their building contract. The developer will not be liable for any additional cost to connect to the sump pump due to purchaser's failure to inform their builder of this requirement.

LOTS 4 THROUGH 9 MUST DISCHARGE TO THE FRONT OF THE PROPERTY.

34. MAILBOX / U.S. POSTAL SERVICE DELIVERY

Purchasers of lots within Creekview Estates are hereby notified that the United States Postal Service will designate specific locations for the placement of mailboxes which may include single, double, triple and quad mailbox placements, or they may require a community box at the front entrance to the subdivision. If individual boxes are approved by the United States Postal Service, Buyer acknowledges that in order to achieve a uniform appearance throughout the subdivision, Developer will provide and install mailboxes as required by the U.S. Postal Service. At time of closing, buyer shall be charged an amount of \$500.00 for the mailbox and installation. Each mailbox will carry the house number only. Additional items such as owner's names, personalization and/or decoration will not be permitted. This charge is only applicable on the sale of the lot from the Developer to the initial purchaser and is non-refundable.

Purchasers acknowledge that the Developer has no control over the delivery of the U.S. Mail and routes and the initiation of service within the subdivision shall be controlled by the

U.S. Postal Service. Disclosure is made that Developer has found that the U.S. Postal Service typically will not deliver to the interior of a new subdivision until at least 50% of the subdivision is occupied. Therefore, temporary mailboxes will likely be required at a location to be determined by the U.S. Postal Service. Purchasers acknowledge that they may be required to provide a temporary mailbox until such time as the U.S. Postal Service delivers to the mailboxes installed by the Developer.

Purchasers further acknowledge that Developers responsibility for the mailbox(s) ends with the installation of the box (unless defective). Property owners shall be responsible for all maintenance, repairs, repainting/staining (if needed), etc. and eventual replacement.

35. STREET TREES

The Village of Caledonia Subdivision Ordinance requires the installation of Street Trees within the subdivision. At the time of closing, the purchaser will be charged \$500.00 to guarantee the installation of a street tree within the front yard, at a location approved by the Village of Caledonia, and of a species approved by the Village of Caledonia. The tree must have a trunk diameter of a minimum of 2" measured 6' above the root ball. Weather permitting, said street tree shall be installed within 60 days of an occupancy permit being issued. Upon installation of the street tree, and verification by the Architectural Control Committee of the installation, the \$500.00 guarantee money shall be refunded to the purchaser. Requests for release of the guarantee money shall be directed, in writing, to the Architectural Control Committee as shown in Section 5. The Architectural Control Committee shall have a minimum of **30 days from receipt of the request** to process the request, review the installation, and release the guarantee funds. Escrowed funds shall only be released to the lot purchaser and will only be released with the written authorization of all lot owners of the individual lots (ie: both spouses must sign the request).

Each lot owner acknowledges that requirement for street trees as stated above and hereby agrees to replace any dead or dying trees located within their lot, with a similar species as approved by the Village of Caledonia.

If any are required by the Village of Caledonia, Developer will be responsible for the planting of street trees within Outlots 1 & 2 and shall warrant the same for one year from the date of installation. After the warranty period, tree maintenance and, if necessary, replacement, shall become the responsibility of the Homeowners Association.

36. RESTRICTED VEHICULAR ACCESS/VISION CORNER EASEMENTS

Outlots 1 and 2 of Creekview Estates shall be subject to a 25'x25' Vision Corner Easement and a 50' No Access Restriction. No structure of any kind shall be permitted within a vision corner which exceeds a height of two (2) feet above the elevation of the intersection, except for necessary highway and traffic signs, public utility and open fences through which there is a clear vision, nor shall any plant material be permitted which obscures safe vision of the approaches to the intersection. There shall be no vehicular access over any vision corner

easement.

The following lots shall have restricted vehicular access and Vision Corner Easements as indicated below:

Outlots 1 and 2 shall have no vehicular access to Erie Street except for outlot maintenance vehicles and no access at all within 50' of the corner of Erie Street and Brookview Court.

Outlot 3 shall have no vehicular access to Brookview Court.

37. BASEMENT RESTRICTION

Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions which, due to the possible presence of groundwater near the surface, may require soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.

This Section 37 is included as a standard requirement of Racine County and is also shown on Page 2 of the Plat under Notes, as item number 6. This in no way implies that Developer has any knowledge of any such issues with any lots in the subdivision.

38. SHORELAND PERMIT REQUIRED

All lots, with the exception of Lot 3, of Creekview Estates fall within the 300' Shoreland Jurisdictional Limits of a navigable stream on the south side of the subdivision. Therefore, buyers are advised that a Shoreland Permit will be required from Racine County in order to begin construction which shall be at buyer's sole expense.

39. ASSIGNMENT OF RIGHTS

These Restrictive Covenants provide for certain rights granted to the Village of Caledonia. Assignment by the Village of Caledonia of its interest in these Restrictive Covenants will occur automatically to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Village.

40. 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. These Restrictions shall run with the land and shall inure to the benefit of the Village of Caledonia. These Deed Restrictions may only be amended with the written consent of the Village of Caledonia.

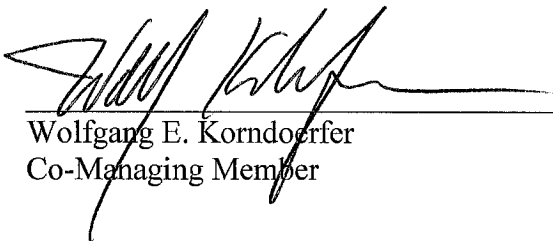
[Signature page follows]

IN WITNESS WHEREOF, Riversview Development, LLC. has caused these presents to be executed this 11th day of March, 2019.

RIVERSVIEW DEVELOPMENT, LLC.



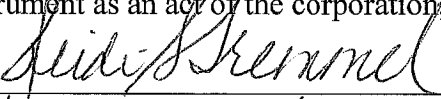
Raymond C. Leffler
Co-Managing Member



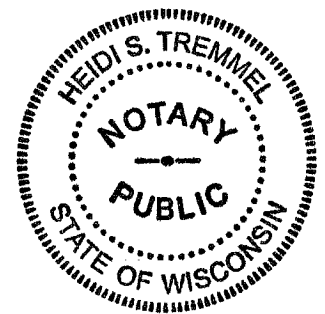
Wolfgang E. Korndoerfer
Co-Managing Member

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 11th day of March, 2019, the above named Raymond C. Leffler and Wolfgang E. Korndoerfer, co-managing Members of Riversview Development, LLC., to me known to be the persons who executed the foregoing instrument as an act of the corporation, by its authority.



* Heidi S. Tremmel
Notary Public - State of Wisconsin
My Commission expires: 2/7/22



Attachments: Exhibit A - Legal Description
Exhibit B - Stormwater Management Plan and Maintenance Agreement

Document drafted by: Raymond C. Leffler
Return to: 8338 Corporate Dr., Ste. 300
Racine, WI 53406

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 9 and Outlots 1 and 2, Creekview Estates, being Lot 3 of Certified Survey Map No. 2263, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin

FROM:

Tax Key Number: 51-104-04-23-21-040-030

NEW TAX KEY NUMBERS:

Lot 1	104-04-23-21-040-001
Lot 2	104-04-23-21-040-002
Lot 3	104-04-23-21-040-003
Lot 4	104-04-23-21-040-004
Lot 5	104-04-23-21-040-005
Lot 6	104-04-23-21-040-006
Lot 7	104-04-23-21-040-007
Lot 8	104-04-23-21-040-008
Lot 9	104-04-23-21-040-009

EXHIBIT B

STORMWATER MANAGEMENT PLAN
AND MAINTENANCE AGREEMENT

(Attached)

Creekview Estates
Storm Water Management Practice
Maintenance Agreement

Document Number

Riversview Development, LLC, as "Owner" of the property described below, in accordance with State and the Village of Caledonia Code of Ordinances agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Management Plan conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").

Exhibit B: Wet Pond Overall Drainage & Grading Plan – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Wet Pond Outlet Structure

Exhibit D: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Attachment
EXHIBIT
B

Name and Return Address

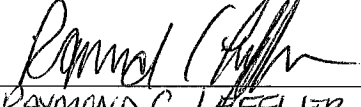
Riversview Development, LLC
8338 Corporate Drive
Mount Pleasant, WI 53406

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) identified in Exhibit B.
2. The Owner shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit D.
3. The Village of Caledonia, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit D. Upon written notification by Village of Caledonia or their designee, the Owner shall, at their own cost and within a reasonable time period determined by the Village of Caledonia, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village of Caledonia and complete any maintenance or repair work recommended in the report. The Owner shall be liable for the failure to undertake any maintenance or repairs.
4. Upon notification by the Village of Caledonia of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Caledonia.
5. If the Responsible Party does not complete an inspection under 3. Above or required maintenance or repairs under 4. Above within the specified time period, the Village of Caledonia is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Caledonia, no notice shall be required prior to the Village of Caledonia performing emergency maintenance or repairs. The Village of Caledonia may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns.

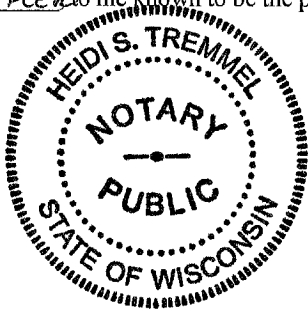
104
~~51-004-04-23-21-040-030~~
Parcel Identification Number(s) – (PIN)


Owner: RIVERSVIEW DEVELOPMENT, LLC


By: RAYMOND C. LEFFLER, MEMBER

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

RAYMOND C. LEFFLER Personally came before me this 11th day of MARCH, 2019, the above named to me known to be the person who executed the foregoing instrument and acknowledged the same.





Notary Public, State of Wisconsin
My Commission expires 2/7/22

Village of Caledonia:

Village President

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

Village of Caledonia:

Village Clerk

This document was drafted by:

**Pinnacle Engineering Group
15850 West Bluemound Road
Suite 210
Brookfield, WI 53005**

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Plan. For a larger scale view of the referenced document, contact the Village of Caledonia.

Project Name: **Creekview Estates**

Map Produced By: **Pinnacle Engineering Group**

Location: **Being Lot 3 of Certified Survey Map No. 2263, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.**

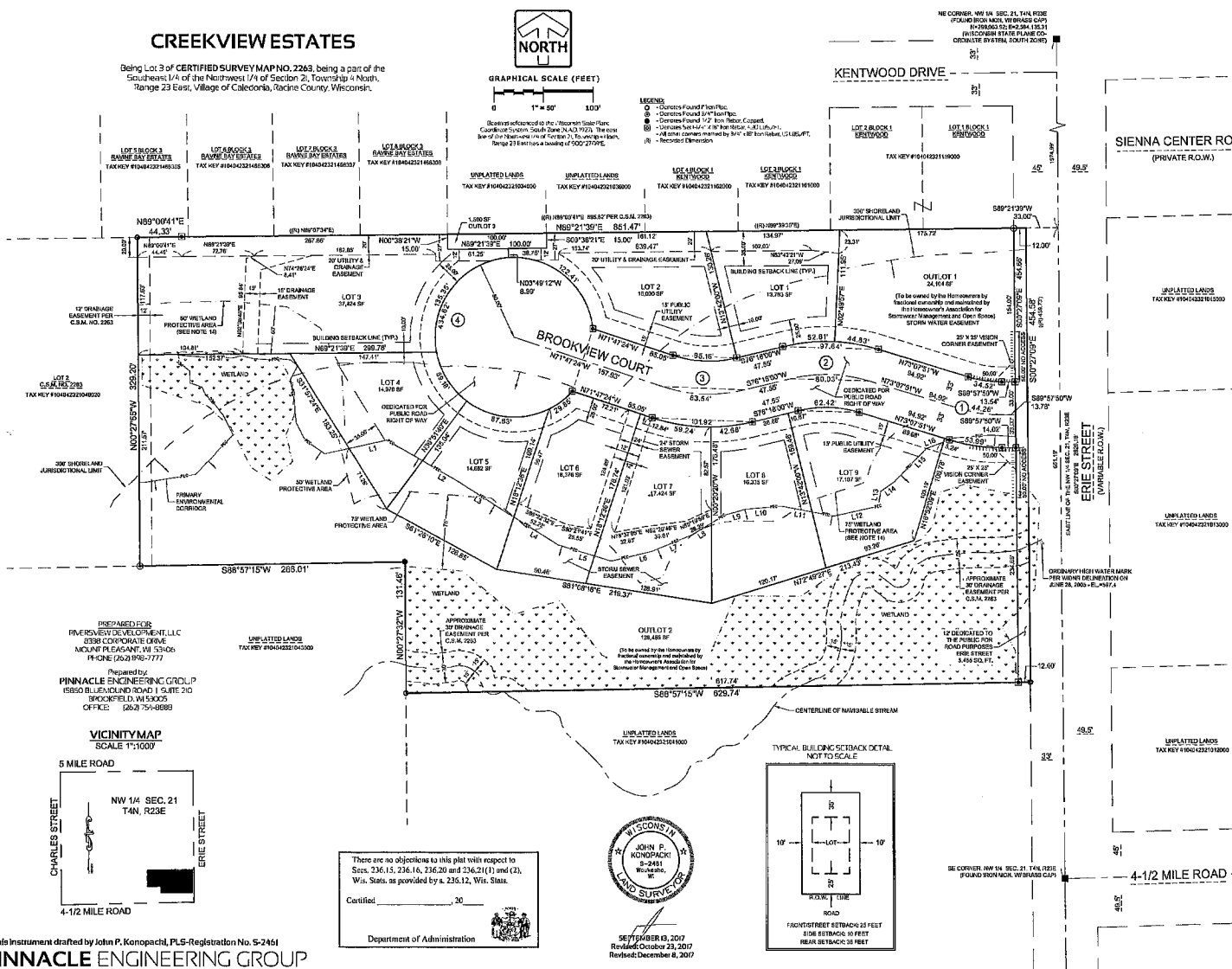


Exhibit B – Wet Pond Overall Drainage & Grading Plan

The storm water management practices covered by this Plan are depicted in the reduced copy of the construction plans, as shown below. The practices include water quality basins, spillways, earthen berms and other components of these practices.

Project Name: Creekview Estates
Storm water Practices: Wet Pond
Location of Practices: North Portion of Site

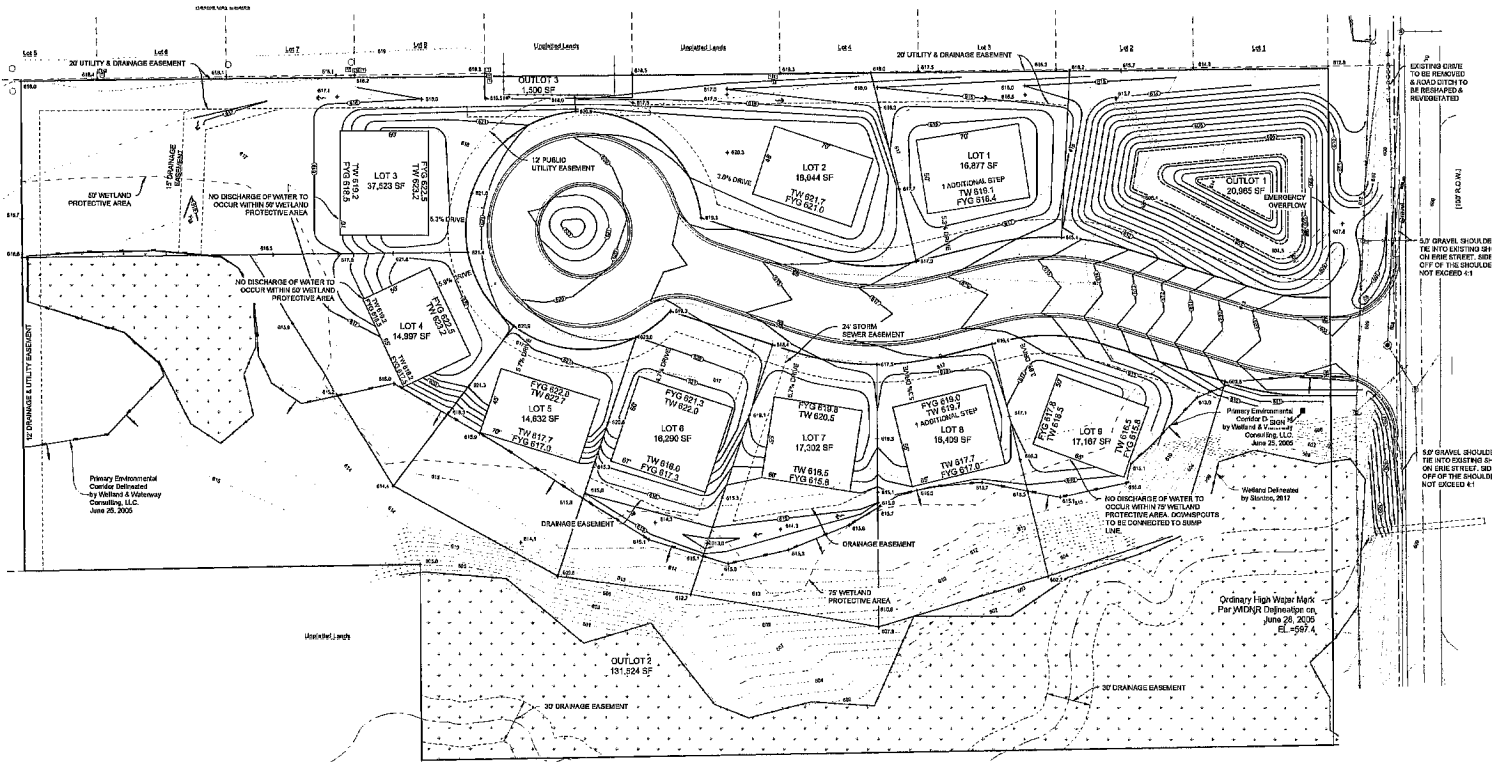
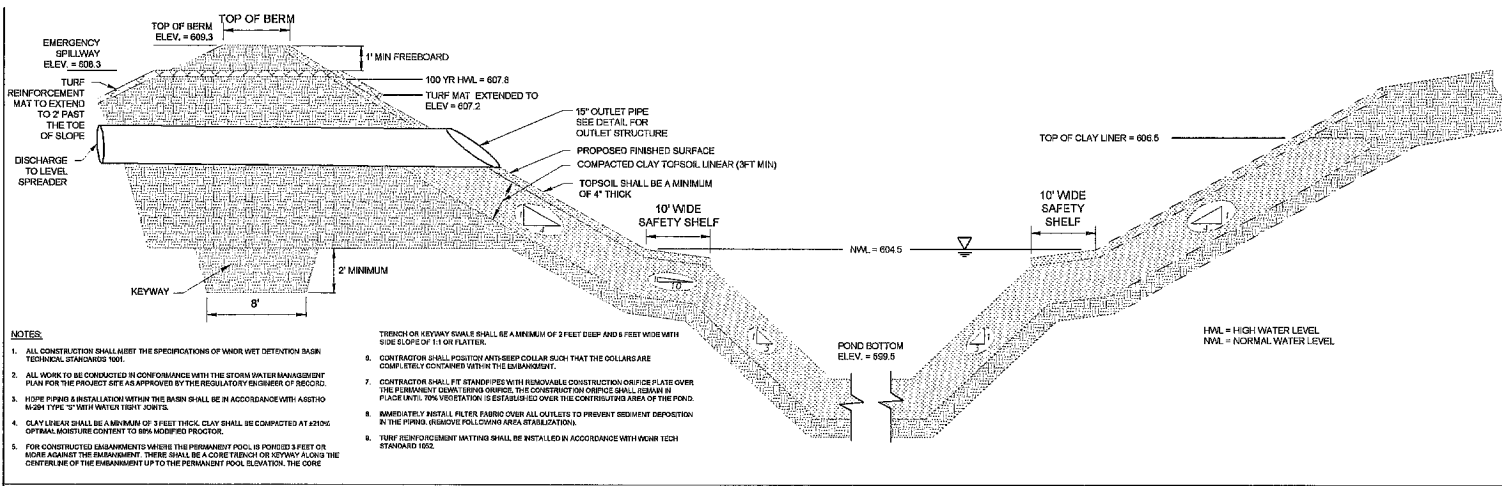


Exhibit C – Wet Pond Outlet Structure

The storm water management practices covered by this Plan are depicted in the reduced copy of the construction plans, as shown below. The practices include water quality basins, spillways, earthen berms and other components of these practices.

Project Name: Creekview Estates
Storm water Practices: Wet Pond
Location of Practices: North Portion of Site



WET POND CROSS SECTION

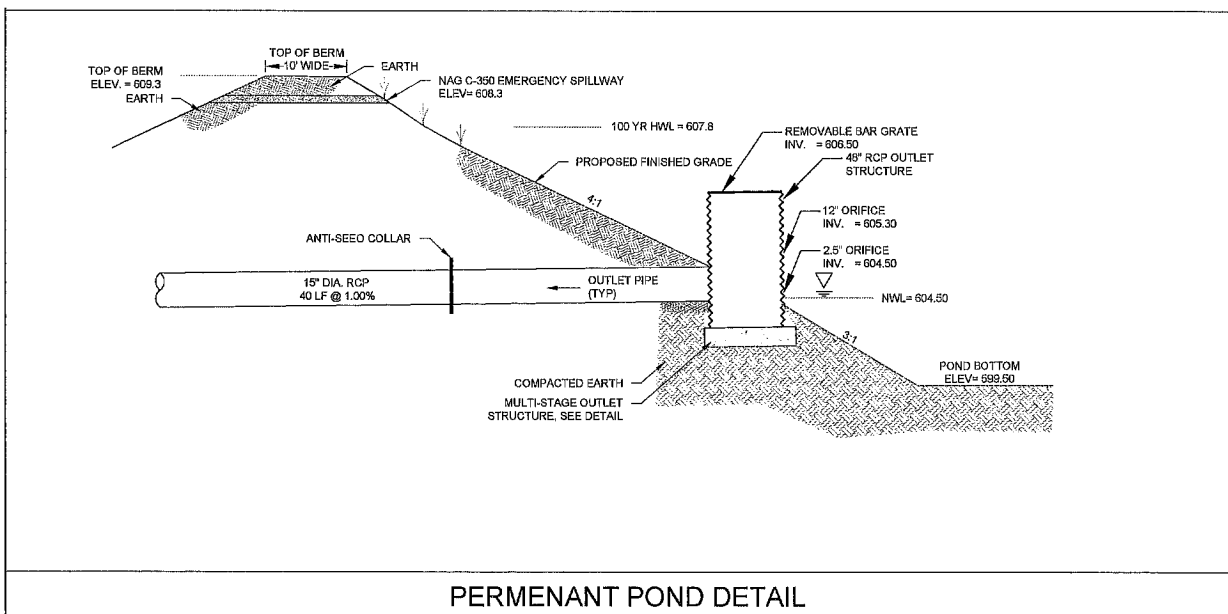


Exhibit D

Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water practices listed in Exhibits B through D and prescribes the minimum maintenance requirements to remain compliant with this Plan. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all-inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site.

WET DETENTION BASINS

System Description:

The wet pond is designed to remove at least 80% of the Total Suspended Solids (TSS) in the site runoff and to reduce pre-development downstream peak flows. To function correctly, the pond size, water level and outlet structures must be maintained as specified in this Plan (see Exhibits B through D).

Creekview Estates is a proposed subdivision development. The project is located on Erie Street in the Village of Caledonia, Racine County, Wisconsin.

Minimum Maintenance Requirements:

To ensure the proper function of the storm water management practices described above, the following activities must be completed:

1. All outlet structures and pipes must be checked monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the orifices and the trash rack on the risers in the main part of the wet pond. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked at least twice yearly (spring and fall) and after heavy rains for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces re-growth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
6. The wet pond is to be cleaned out prior to the depth of sediment reaching the dewatering hole. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
7. No grading or filling of the wet pond or berms other than for sediment removal is allowed, unless otherwise approved by the Village of Caledonia.
8. To promote more effective infiltration, mowing in the drainage ways, detention basins, and wetland fringe areas should be minimized. If mowing is deemed necessary, the mowing heights should be no shorter than six (6) inches. Restricting any mowing to late summer or autumn will minimize mortality to ground nesting birds. To discourage the presence of nuisance waterfowl (i.e. Canada Geese), a minimum 30-foot wide no-mow fringe shall be maintained around all detention basins, where possible.
9. After Vegetation is 70% established, the use of herbicides/pesticides is to be discontinued along the swales & basins.