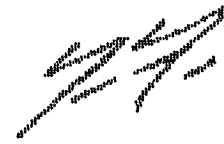


RESTRICTIVE COVENANTS



TYSON FETTES  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Pages: 32



LEGAL DESCRIPTION AND TAX KEY NUMBERS

The Redivision of Lots 1-16 and part of Lot 17, and Vacated Theophane Avenue and Valerian Avenue in St. Bonaventure East, a Recorded Subdivision and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 21, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin.

**FROM ALL OF** 181-03-22-21-001-100; 181-03-22-21-516-010; 181-03-22-21-500-000; 181-03-22-21-501-000; 181-03-22-21-502-000; 181-03-22-21-503-000; 181-03-22-21-504-000; 181-03-22-21-505-000; 181-03-22-21-506-000; 181-03-22-21-507-000; 181-03-22-21-508-000; 181-03-22-21-509-000; 181-03-22-21-510-000; 181-03-22-21-511-000; 181-03-22-21-512-000; 181-03-22-21-513-000; 181-03-22-21-514-000; 181-03-22-21-515-000

Recording Area

Name and Return Address

TNG 8, LLC  
8338 Corporate Drive, Ste. 300  
Racine, WI 53406

30-32

Parcel Identification Number (PIN)

NEW TAX KEY NUMBERS:

- Lot 18 181-03-22-21-518-000
- Lot 19 181-03-22-21-519-000
- Lot 20 181-03-22-21-520-000
- Lot 21 181-03-22-21-521-000
- Lot 22 181-03-22-21-522-000
- Lot 23 181-03-22-21-523-000
- Lot 24 181-03-22-21-524-000
- Lot 25 181-03-22-21-525-000
- Lot 26 181-03-22-21-526-000
- Lot 27 181-03-22-21-527-000
- Lot 28 181-03-22-21-528-000
- Lot 29 181-03-22-21-529-000
- Lot 30 181-03-22-21-530-000
- Lot 31 181-03-22-21-531-000
- Lot 32 181-03-22-21-532-000
- Lot 33 181-03-22-21-533-000
- Lot 34 181-03-22-21-534-000
- Lot 35 181-03-22-21-535-000

Outlot 1 Each individual owner shall have an undividable fractional ownership of the Outlot

**RESTRICTIVE COVENANTS  
FOR  
ST. BONAVENTURE EAST FIRST ADDITION**

Declaration of conditions, covenants, restrictions and easements regarding St. Bonaventure East First Addition, Village of Sturtevant, Racine County, Wisconsin (the "Declaration").

This declaration is made by TNG 8, 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 Sturtevant, Racine County, Wisconsin, (the "Village") described in Exhibit A to this Declaration, which lands have been platted as St. Bonaventure East First Addition, 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 St. Bonaventure East First Addition, 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 St. Bonaventure East First Addition Homeowners Association, Inc., a Wisconsin Non-Stock Corporation.
- c. Outlot. Outlot 1 as identified on the Plat.

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, 5, 6, 7, 14, 21, 26, 28, 29, 30, 31, 32, 33, 34, 35, and 36** of these Restrictive Covenants are to be held in perpetuity and 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 Sturtevant.
- d. As long as Developer shall retain title to at least one lot in the Subdivision, these restrictions shall not be modified without Developers express written consent.

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 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 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 Village of Sturtevant and/or Racine County is applied for.** *Three* (3) copies of the building plan, three (3) copies of the survey and three (3) copies of the exterior color selections are to be submitted to the Architectural Control Committee. Upon approval, two (2) copies of the plan, survey and color selections will be returned to purchaser and one copy will be retained by the Architectural Control Committee.

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.

d. The address of the Architectural Control Committee is:

8338 Corporate Dr., Ste. 300  
Mt. Pleasant, WI 53406

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 Developer 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.

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 Subdivision lot owners as shown on the assessment rolls of the Village of Sturtevant 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 Subdivision.

## 6. 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 with architectural dimensional shingles or of a material approved by the Architectural Control Committee with not less than a 6" to 12" (6/12) pitch. All residences shall have a minimum of one window, in an acceptable size as determined by the Architectural Control Committee, on every elevation. The Architectural Control Committee may, in their sole discretion, require more than one window on each elevation.

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

1 Story (Ranch Style)	1200 sq. ft. minimum
2 Story (Traditional)	1400 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	1300 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.

## 7. 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 Sturtevant ordinances. The setbacks in effect at the time of the recording of these Restrictive Covenants are as follows:

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 and is in accordance with the Village ordinances. The *side yard* setbacks shall be as follows:

For One Story Dwellings: Side yard setbacks shall be 18' with no less than 6' on the garage side.

For 1 ½ or 2 Story Dwellings: Side yard setbacks shall be 23' with no single side yard less than 8' in width. Garages shall not change minimum side yard requirements.

**PLEASE NOTE: SETBACKS SHALL BE THE CURRENT VILLAGE OF STURTEVANT SETBACKS IN EFFECT AT THE TIME A BUILDING PERMIT IS OBTAINED. ALL BUILDERS SHOULD CHECK WITH THE VILLAGE TO VERIFY CURRENT SETBACK REQUIREMENTS.**

## 8. GARAGES AND DRIVEWAYS

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

If the garage to be constructed contains a service, or pedestrian, door, the Village of Sturtevant may have additional foundation requirements. Purchasers are directed to contact the Village of Sturtevant Building Inspector for any additional requirements.

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, blacktop, 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.

### **SEE PARAGRAPH 35 REGARDING DRIVEWAY APRON REQUIREMENTS**

## 9. LOT GRADING AND LANDSCAPING

**In order to obtain an occupancy permit** the actual lot grading shall be recertified, as complying with the approved grading plans, by the Village Engineer. An Occupancy Permit will NOT be issued if the final grade for the lot does not comply with the approved grading plans, or any modification to the approved grading plans as approved by the Village Engineer.

Each lot shall be seeded or sodded with healthy grass and shrubs or bushes on the front elevation of the home. Side yards and rear yards should be seeded or sodded within said time frame.

All additional exterior landscaping shall be completed within 12 months of occupancy.

In the event occupancy is granted during the winter, the tree planting, sod and seeding shall be completed by June 1<sup>st</sup> of the following spring and *the Village Building Inspector is authorized to determine an appropriate bond amount which shall be deposited, by the buyer, with the Village to ensure that the lawn and landscaping is satisfactorily completed.*

## 10. UTILITIES AND ANTENNAS

All *new* 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 \$1,100.00 which reflects the current value of the per lot rebate due for 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 or walls shall be aesthetically pleasing and in keeping with the design and architectural style of the home. *The location, design, construction and material for all fences or walls are subject to approval by the Architectural Control Committee.* **Chain link fencing is specifically prohibited, including dog runs.** Owner shall be responsible for obtaining the necessary permit(s) from the municipality. All fences shall be maintained by owner.

e. All fences or walls shall be built in conformity with all existing Village ordinances. **Lot owners are advised that construction of buildings, fences or walls in easement areas is prohibited.**

### 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 Sturtevant 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 are prohibited.**

### 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 not 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 Sturtevant. Changes to this covenant are only allowed with written Architectural Control Committee approval and may require the approval of the Village of Sturtevant. 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 as required by the Village and pursuant to the Developers Agreement.* The Developer shall have no liability except as provided for under the Developer's Agreement to any lot owner, or the Homeowner's Association, with respect to work required by the Village of Sturtevant 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 as required by the Village, 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 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

Each lot shall be developed in conformity with all applicable laws and ordinances regarding any 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 Sturtevant.

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 the Village of Sturtevant.**

**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, other than those permitted under the Village of Sturtevant Ordinances; 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 eight (8) square feet 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. Signs promoting any at-home business or profession are not permitted.

## 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 Sturtevant. 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, including "temporary" above ground pools.***

## 19. 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 sixty (60) 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 materials be placed or dumped on the Outlot.

**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. Outdoor storage of **any** vehicle with advertising of any type (other than normal 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.

## 21. LOT AND OUTLOT MAINTENANCE

A. Lot Maintenance. Each vacant lot 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 Sturtevant 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 owner’s 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 Sturtevant. All drainage facilities shall be maintained to the standards and specifications of the approved drainage plan. In the event that the Village of Sturtevant finds that a lot owner has failed to fulfill the maintenance obligations as stated herein and according to applicable ordinance, the Village of Sturtevant 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 Sturtevant, 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 Area Management and Maintenance. **ALSO SEE SECTION 29.** 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, the Village of Sturtevant 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 Sturtevant as a special assessment against all of the properties in the Subdivision which border the Outlot, or the Village of Sturtevant may seek a mandatory injunction requiring the Homeowners 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 Village of Sturtevant.**

## 22. COMPLETION OF CONSTRUCTION

The interior and exterior construction (**including landscaping and driveway**) 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 Sturtevant 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.

**PLEASE SEE SECTION 8 – GARAGES AND DRIVEWAYS AND SECTION 9 – LOT GRADING AND LANDSCAPING FOR ADDITIONAL REQUIREMENTS OF COMPLETION**

## 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.** Waste receptacles shall NOT be stored on front porches or be visible from the street. There shall be absolutely no dumping of trash or yard waste within the Outlot.

**PLEASE SEE SECTION 29 – OUTLOT 1 FOR ADDITIONAL RESTRICTIONS AGAINST THE DISPOSAL OF YARD WASTE**

## 25. ACCESSORY OR UTILITY BUILDINGS

Subject to applicable Village of Sturtevant ordinances, a single detached accessory building (not to exceed 14'x16') 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 Sturtevant 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. The accessory building may not contain an overhead door. A building permit will be required from the Village of Sturtevant 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 Sturtevant and Racine County permits, if required, are the responsibility of the lot owner. **Accessory or utility buildings may not be placed within any Easement Area.**

## 26. MODIFICATION

This declaration may be amended at any time by the Developer as long as Developer retains ownership of any lot(s). Thereafter, 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.

**No such modification(s) shall be made, however, without the prior written approval of the Village of Sturtevant. See also Section 3.**

## 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 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. **Developer's 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 Sturtevant 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 Owners behalf.

b. **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 Outlot 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.

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

d. **Easement for the Maintenance and Management of Outlot.** Developer hereby reserves for itself and for the Homeowners Association the right to manage and maintain the Outlot consistent with the Developers Agreement.

e. **Easements for Stormwater Drainage.** Easements are shown on the face of the plat for the Stormwater Drainage easements affecting the subject property.

f. **Historical Preservation Easement.** See Section 33 regarding the Historical Preservation Easement

g. **Easements to Run with the Land.** All rights 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 the Outlot.

**The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Village of Sturtevant and Racine County.**

## 29. OUTLOT 1

Located within Outlot 1 is a detention pond for the management of storm water drainage and a landscape buffer containing several berms of varying heights. In addition, the Outlot is **subject to an Stormwater Facility Maintenance Agreement, attached as Exhibit B**, which permits the Developer, or the Homeowners Association after transfer of responsibility, to access the lands contained within Outlot 1 for the purpose of maintaining, repairing or replacing those items including, but not limited to, the detention pond, inlet and outlet pipes and structures, drainage ditches and swales, berms and the landscaping located within the landscape easement within the Outlot. This Agreement also provides for the Village of Sturtevant to have access to Outlot 1 to perform any of the duties the Developer, or Homeowners Association, fails to perform.

The wetlands as shown on the final plat are located within the Stormwater Management Facility to be constructed by the Developer as part of the subdivision. The Developer has

received a permit from the Department of Natural Resources to fill the wetlands. **That permits is attached as Exhibit E.**

Lot purchasers are reminded that their lot dimensions include a depth of 135 (+/-) feet which does **not** include the approximately 80 to 200 feet west of their rear property line which is designated as Outlot 1. There shall be no outbuildings, fences, jungle gyms, swingsets, play stations, landscaping, gardens, or other items allowed within the Outlot area other than those items installed by the Developer. In addition, the dumping of yard waste including, but not limited to, grass clippings and tree or brush limbs, is prohibited within the Outlot. Placement of items within the Outlot area by individual lot owners will require removal of those items at the owners expense and failure to remove those items by the owner will result in the Developer, or Homeowners Association, removing the offending item(s) with the cost for removal charged to the lot owner. The Homeowners Association shall notify the violator, in writing, of the existing violation and the time frame during which the violation must be removed. In the event a lot owner continues to dispose of yard waste within the Outlot after notification of a violation, each and every subsequent violation thereafter shall be subject to not only the cost to remove the violation but an additional fee of \$250.00 which may be levied by the Homeowners Association and recorded as a lien against the offending property.

Each owner of a lot in the Subdivision receives a 1/18th ownership interest in said Outlot. In addition, the Homeowners Association has been developed to protect and maintain said Outlot. **SEE SECTIONS 30 & 31 FOR HOMEOWNERS ASSOCIATION INFORMATION.**

**The restrictions set forth in this section may not be modified or removed without the prior written approval of the Village of Sturtevant.**

### 30. 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 Outlot 1 and, if necessary, to maintain other easement areas designated by the Plat.

The initial Board of Directors shall consist of:

Raymond C. Leffler	Director
Heidi S. Tremmel	Director
Kurt J. Kamm	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 Sturtevant.**

31. 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 \$200.00 as a start-up fee. In addition, disclosure is made that the annual fee for the Homeowners Association shall be \$250.00, which shall be pro-rated based on the date of closing. The fee of \$250.00 per year shall be due and payable in advance on the 1<sup>st</sup> day of January of each year. The Homeowners Association may, from time to time, increase or decrease 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 Sturtevant for tax purposes.

It is hereby disclosed that the amounts shown above for the annual association fee of \$250.00 and the initial start-up fee of \$200.00 are shown for informational purposes only. The developer retains 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 disclosed at the time of purchase may only be changed as outlined in the By-Laws for St. Bonaventure East First Addition.

32. SUMP PUMP DISCHARGES

Purchasers of lots within the St. Bonaventure East First Addition are hereby notified that the Village of Sturtevant requires all sump pumps within the subdivision to **discharge to the rear** of the property. Each purchaser is cautioned to inform their builder of this requirement to include the proper location of the sump pump within the residence. The developer will not be liable for any additional cost to correct any sump pump discharge problems due to purchaser's failure to inform their builder of this requirement. **Front yard discharge is specifically prohibited.**

33. HISTORICAL PRESERVATION EASEMENT

Located within the plat for St. Bonaventure East First Addition is a Historical Preservation Easement which is located in Outlot 1 to the west of Lots 18 and 19. This easement area is 50' x 50' and encompasses a portion of the old St. Bonaventure Prep School. St. Bonaventure was founded in 1901 in Pulaski, Wisconsin with the goal of preparing Polish youth for priesthood. In 1921 (or 1926 according to the Archdiocese of Milwaukee), they moved to Sturtevant. As the years passed and interest in the priesthood declined, the schools focus changed to preparing young men for college. In 1983 the school closed and was eventually converted into the Racine Correction Institution.

The following covenants shall apply to the Historical Preservation Easement:



- D. Grading and filling shall be prohibited unless specifically authorized by the Village of Sturtevant and, if applicable, Racine County.
- E. The removal of topsoil or other earthen materials shall be prohibited.
- F. 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 the Village of Sturtevant and, if applicable, Racine County.
- G. Grazing by domesticated animals, ie., horses, cows, etc. shall be prohibited.
- F. Construction of buildings is prohibited

#### 34. STREET TREES

The Village requires the installation of Street Trees within the subdivision. At the time of closing, the purchaser shall be charged \$400.00 to guarantee the installation of a street tree within the terrace area (area between the curb and sidewalk), at a location approved by the Village of Sturtevant, and of a species approved by the Village of Sturtevant. It shall be the purchaser's responsibility to obtain the then current list of approved street trees by the Village of Sturtevant and to verify the then current size requirement. As of the drafting of this document, the current Sturtevant Ordinance relating to recommended street trees is Ordinance 18.06(2)(f).

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 Village of the installation, the \$400.00 guarantee money shall be refunded to the purchaser. Requests for release of the guarantee money shall be directed, in writing, to the Village of Sturtevant. The Village shall 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 Sturtevant.

Developer will be responsible for the planting of trees within the Outlot, if any, 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 Homeowner's Association.

#### 35. SIDEWALK REQUIREMENT

The subdivision currently has sidewalk in front of the lots running along 90<sup>th</sup> Street. It shall be the buyers sole responsibility for the removal and replacement of any sidewalk damaged during construction. In addition, it shall be the buyers sole responsibility to remove that portion

of the existing sidewalk that will be in the path of the new driveway and replace it with **6" thick** concrete at the driveway. Further, it shall be buyers responsibility to remove the existing curb and gutter and replace with a depressed curb and gutter at the driveway location. The Seller shall have no responsibility for this work. These improvements shall be constructed in compliance with applicable ordinances of the Village of Sturtevant. At closing, the Seller shall collect from the Buyer and deposit with the Village of Sturtevant, the amount of \$750.00 to ensure completion of these improvements. ***This deposit is NOT included in the purchase price.*** The deposit shall be held by the Village until the Buyer has installed the sidewalk and driveway approach and the work has been approved by the Village Engineer. If there are any inspection fees, they shall be paid for by the Buyer. No interest shall be paid on the amount so deposited. In the event that the sidewalk and driveway approach are not completed as required, the Village may complete the work using the funds deposited by the Buyer. Any excess funds shall be returned to the Buyer within thirty (30) days after approval by the Village Engineer of the work performed, and any additional funds needed shall be paid to the Village by the Buyer within thirty (30) days after written notice is given by the Village.

**See attached EXHIBIT C for sidewalk escrow disclosure.**

36. MAILBOXES / U.S. POSTAL SERVICE DELIVERY

Purchasers of lots within the St. Bonaventure East First Addition Subdivision are hereby notified that the United States Postal Service will designate specific locations for the placement of mailboxes which may include single, double, or other mailbox placements. 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. **See Exhibit D for mailbox placement map.** At time of closing, buyer shall be charged an amount of \$450.00 for the mailbox and installation, which is **NOT** included in the purchase price. 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 not refundable if the original purchaser re-sells the lot. Developer shall be responsible for the purchase and installation of the mailbox. Buyer shall be responsible for maintaining, repairing and/or replacing the mailbox as needed. Developer shall have no further responsibility for the mailbox upon sale.

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 may 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.

38. ASSIGNMENT OF RIGHTS

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

39. 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 Sturtevant. These Deed Restrictions may only be amended with the written consent of the Village of Sturtevant.

IN WITNESS WHEREOF, TNG 8, LLC has caused these presents to be executed this 8<sup>th</sup> day of February, 2018.

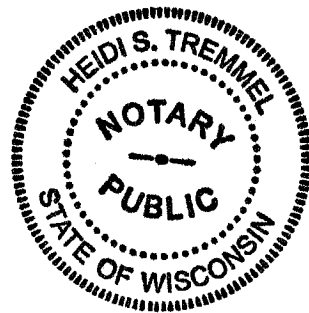
TNG 8, LLC

By: Raymond C. Leffler  
Raymond C. Leffler Sole Member

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF RACINE )

Personally came before me this 8<sup>th</sup> day of February, 2018, the above named Raymond C. Leffler, Sole Member of TNG 8, 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  
\* Heidi S. Tremmel  
Notary Public - State of Wisconsin  
My Commission expires: 2/7/22



Attachments: Exhibit A – Legal Description  
Exhibit B – Storm Water Facility Maintenance Agreement  
Exhibit C – Sidewalk Escrow Disclosure  
Exhibit D - Mailbox Placement Map  
Exhibit E - Wetland Fill Permit

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

# EXHIBIT A

## LEGAL DESCRIPTION AND TAX KEY NUMBERS

The Redivision of Lots 1-16 and part of Lot 17, and Vacated Theophane Avenue and Valerian Avenue in St. Bonaventure East, a Recorded Subdivision and part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 21, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin.

**FROM ALL OF** 181-03-22-21-001-100; 181-03-22-21-516-010; 181-03-22-21-500-000; 181-03-22-21-501-000; 181-03-22-21-502-000; 181-03-22-21-503-000; 181-03-22-21-504-000; 181-03-22-21-505-000; 181-03-22-21-506-000; 181-03-22-21-507-000; 181-03-22-21-508-000; 181-03-22-21-509-000; 181-03-22-21-510-000; 181-03-22-21-511-000; 181-03-22-21-512-000; 181-03-22-21-513-000; 181-03-22-21-514-000; 181-03-22-21-515-000

### **NEW TAX KEY NUMBERS:**

Lot 18	181-03-22-21-518-000
Lot 19	181-03-22-21-519-000
Lot 20	181-03-22-21-520-000
Lot 21	181-03-22-21-521-000
Lot 22	181-03-22-21-522-000
Lot 23	181-03-22-21-523-000
Lot 24	181-03-22-21-524-000
Lot 25	181-03-22-21-525-000
Lot 26	181-03-22-21-526-000
Lot 27	181-03-22-21-527-000
Lot 28	181-03-22-21-528-000
Lot 29	181-03-22-21-529-000
Lot 30	181-03-22-21-530-000
Lot 31	181-03-22-21-531-000
Lot 32	181-03-22-21-532-000
Lot 33	181-03-22-21-533-000
Lot 34	181-03-22-21-534-000
Lot 35	181-03-22-21-535-000

Outlot 1                      Each individual owner shall have an undividable fractional ownership of the Outlot

# EXHIBIT B

## STORM WATER FACILITY MAINTENANCE AGREEMENT

### Site Name

St. Bonaventure East – First Addition

### Property Legal Description

Outlot 1 of the St. Bonaventure East – Frist Addition Subdivision

### Responsible Party

TNG8, LLC, Owner, is responsible for satisfying the provisions of this agreement throughout the duration of the construction period. Upon completion of all construction phases, the St. Bonaventure East First Addition Homeowners' Association shall maintain responsibility.

### Storm Water Management Facilities

The storm water management facility consists of a storm water retention basin. See Site Grading & Erosion Control Plan.

### Inspection and Maintenance

To ensure the proper long-term function of the storm water management facilities listed above, the following inspection and maintenance must be completed. The person responsible for the inspection shall have a copy of the as-built plans and Maintenance Inspection Form.

#### **I. Post storm event inspection:**

Inspect the following every spring and fall and after every significant storm event:

1. Debris cleanup: The facilities shall be inspected and all debris shall be collected and disposed of appropriately. Debris and litter shall be removed from the primary and emergency outlet structures to prevent clogging. The goal of this cleanup process is to remove all materials that may contribute to clogging and thus reduce functionality of the detention and infiltration systems.
2. Erosion repair and sediment removal: Eroded areas shall be promptly repaired using low-impact earth moving techniques commensurate with the scale of the repair task. Any bare soil areas shall be re-vegetated according to the original design specifications.

#### **II. Annual Inspection:**

Inspect the following in spring:

1. General Inspection: Inspect retention pond for settling, cracking, erosion, leakage, and condition of outlet structure. Make repairs as necessary.

**III. Every Third Year**

1. Exotic and noxious weed management: Plantings in storm water facilities shall be surveyed for exotic and noxious weed growths. This survey must be conducted by a qualified individual, knowledgeable in horticulture and the recognition of wetlands vegetation. If noxious or exotic weed growths are present, they shall be eliminated using appropriate methods, and the area shall be re-vegetated according to the original site specifications, if necessary.
2. Check Stormwater Retention Basin Sediment Level: Sediment level in the retention basin shall be checked. Sediment must be removed when the depth of the permanent pool is less than 3.0 feet.

**Proof of Responsibility**

The undersigning Owner agrees to be the responsible for the maintenance, inspection, and proper function of the Storm Water Management Facilities. The St. Bonaventure East First Addition Homeowners' Association, agrees to provide adequate annual funding for the proper function and maintenance of the subject property Storm Water Management Facilities.

\_\_\_\_\_  
Name – Raymond Leffler, Managing Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
(262) 898-7777

Phone Contact #

## WET- RETENTION BASIN MAINTENANCE STANDARDS

St. Bonaventure East – First Addition, Village of Sturtevant, Racine County, WI

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance Is Performed
General Site Conditions	Greenspace	Any evidence of erosion or vegetation in poor condition.	Vegetation replanted or erosion control installed.
	Curb & Gutter	Condition of curb & gutter or debris shall not impede proper drainage.	Curb & gutter shall provide proper drainage.
	Catch Basins	Any accumulated sediment or debris.	Structures shall be clean of all sediment and debris.
	Storm Sewer	Any condition causing erosion or that prevents proper functioning of the system.	Storm sewer system shall be repaired as necessary to function as designed.
	Gutters / Downspouts	Any accumulated sediment or debris.	Gutters & downspouts shall be clean and free flowing.
Side Slopes and Embankments	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Vegetation	Insert conditions from approved Operation and Maintenance Plant. Cut vegetation should be removed from areas where it could enter the pond, either when the pond level rises or by rainfall runoff.	When cutting is needed, grass/ground cover should be mowed to 6 inches in height. Trees and bushes should be removed where they interfere with pond maintenance activities; e.g., at the inlet, outlet and near engineered structures.
	Rodent Holes	Any evidence of rodent holes or water piping through dam or berm.	Rodents destroyed and dam or berm repaired.
	Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e. slope mowing, silt removal or equipment movements).	Trees do not hinder maintenance activities.
	Erosion	Eroded damage where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rip-rap, vegetation, erosion mat, compaction.
Inlet/Outlet Pipe	Debris and Sediment	Sediment or debris clogging the pipe opening.	No clogging or blockage in the inlet and outlet piping.
	Damaged	Rust is causing more than 50% deterioration to any part of metal pipes, cracks in plastic pipe or cracks or exposed rebar in concrete pipes.	Pipe repaired or replaced.
		Any dent that decreases the cross-section area of pipe by more than 10% or impedes flow.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet pipes; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
	Damaged or Missing Orifice Plate	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Orifice Plate Obstructions	Any trash, debris, sediment or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Trash Racks/Hoods	Trash and Debris	Trash or debris plugging the barrier openings.	Barrier clear to receive capacity flow.
	Damaged/Missing Bars or Hood	Bars or hood are bent out of shape.	Bars in place with no bends more than ¼ inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Repair or replace barrier to design standards.
Pool Area	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the design sediment depth.	Sediment cleaned out to designed pond shape and depth; pond restored.
	Water Level	Water level does not drain down to normal pool elevation.	Check outlet structure and downstream conveyance systems for obstructions.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Remove oil from water by use of oil-absorbent pads or by vacator truck. Identify source of problem and correct.
Overflow Spillway	Settlements	Any part of these components that has settled 3-inches lower than the design elevation, or inspector determines embankment is unsound.	Embankment should be reconstructed to original design and specifications.
	Rock Missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top emergency spillway.	Replace rocks to design standards.



**OPERATION AND MAINTENANCE INSPECTION REPORT  
FOR  
STORM WATER MANAGEMENT FACILITY**  
St. Bonaventure East – First Addition, Village of Sturtevant, Racine County, WI

Inspector Name: \_\_\_\_\_

Tax Key No.: 181-03-22-21-001-100

Inspection Date: \_\_\_\_\_

Location: Outlot 1 St. Bonaventure East First Addition

Stormwater Basin Type: Wet Retention Basin

Owner/Responsible Party: St. Bonaventure East First Addition Homeowners' Association

Items Inspected (Retention Basin Components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
<b>General Site Conditions</b>			
1. Greenspace			
2. Curb & Gutter			
3. Catch Basins			
4. Storm Sewers			
5. Gutters/Downspouts			
<b>Embankment and Emergency spillway</b>			
1. Trash and debris			
2. Vegetation and ground cover adequate			
3. Embankment erosion			
4. Animal burrows			
5. Unauthorized plantings/tree growth			
6. Cracking, bulging or sliding of embankment			
a. Upstream face and toe of slope			
b. Downstream face and toe of slope			
7. Settlement			
8. Seeps/leaks on downstream face			
9. Overflow spillway			
a. Clear of trash and debris			
b. Settlement			
c. Slope protection or riprap failures			
10. Other (specify)			
<b>Inlet/Outlet Structures</b>			
Type: Pipe (RCP/CMP/Plastic)			
Stand pipe/inlet box with orifice			
Weir (V-notch/Rectangular)			
Other _____			
1. Erosion/scouring/undermining at inlet or outlet			
2. Primary outlet structure			
a. Debris or sediment removal necessary			
b. Damaged			
c. Orifice plate damaged, out of place or missing			
3. Trash rack/hood maintenance			
a. Trash or debris removal necessary			
b. Damaged or missing			
c. Corrosion/rust control			
<b>Basin Bottom / Pool Area</b>			
1. Sediment accumulation (estimate depth)			
2. Water level at normal pool elevation			
3. Oil sheen on water			

EXHIBIT C  
SIDEWALK ESCROW DISCLOSURE

RE: Lot \_\_\_\_\_, St. Bonaventure East First Addition

In accordance with the ordinances of the Village of Sturtevant, and as disclosed in the Restrictive Covenants for St. Bonaventure East First Addition, disclosure is made by the Developer that all lots located within the St. Bonaventure East First Addition Subdivision are subject to the following requirements:

BUYER shall be responsible for removing that portion of the existing sidewalk that will be in the path of the new driveway and shall replace it with **6" thick concrete** at the driveway.

BUYER shall be responsible for removing the existing curb and gutter and replacing it with a depressed curb and gutter at the driveway location.

All work shall be constructed in compliance with applicable Village of Sturtevant ordinance(s) in effect at the time the work is completed.

**ALL WORK SHALL BE COMPLETED BY BUYER OR THEIR BUILDER AND INSPECTED BY THE VILLAGE ENGINEER PRIOR TO RECEIVING AN OCCUPANCY PERMIT (WEATHER PERMITTING). IF CONSTRUCTION IS COMPLETE DURING THE WINTER MONTHS WHEN CONCRETE CAN NOT BE POURED, THE VILLAGE MAY ISSUE AN OCCUPANCY PERMIT WITH A DEADLINE TO COMPLETE THE CONCRETE WORK.**

In the event the BUYER does not complete the work by the deadline imposed by the Village, the Village may have the work completed and utilize the funds deposited for payment. Any excess funds shall be returned to the Buyer within thirty (30) days after approval by the Village Engineer of the work performed, and any additional funds needed shall be paid to the Village by the Buyer within thirty (30) days after written notice is given by the Village.

**At closing**, Seller shall collect from Buyer and deposit with the Village of Sturtevant the amount of \$750.00. This amount is **NOT** included in the purchase price of the lot. This deposit is solely for the replacement of the sidewalk located within the driveway area, the driveway approach (apron) and curb and gutter replacement.

The deposit shall be held by the Village until the Buyer has installed the sidewalk, driveway approach and new curb and gutter and the work has been approved by the Village Engineer. Once deposited with the Village, the Developer shall have no further responsibility for the deposit, including the release thereof.

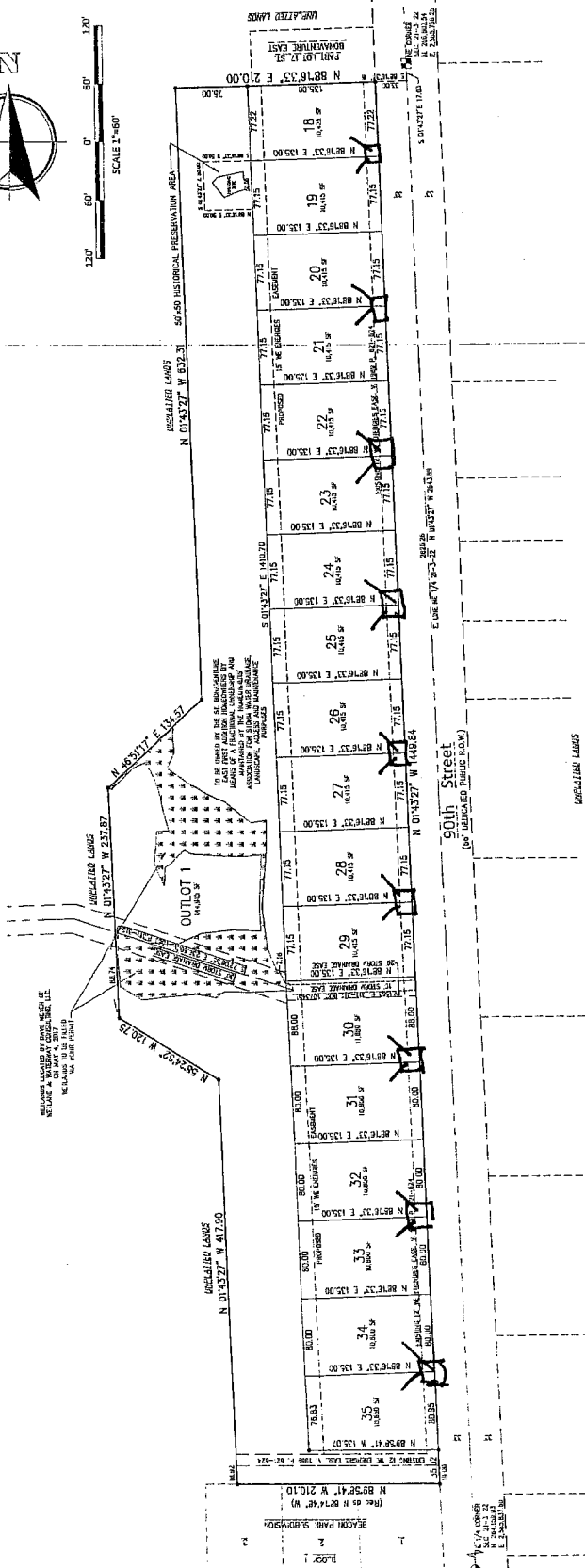
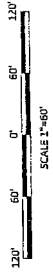
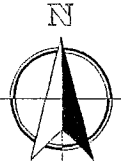
BUYER:

\_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT D

## ST. BONAVENTURE EAST FIRST ADDITION

The Revision of Lots 1-16 and part of Lot 17, and Vacated Theophane Avenue and Valerian Avenue in St. Bonaventure East, a Recorded Subdivision and Part of the Northeast 1/4 of Section 21, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin.



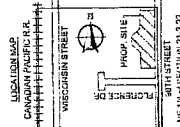
**MAIL BOX POST WITH TWO MAILBOXES SERVING TWO LOTS**

- LEGEND AND NOTES**
- 1. DIMENSIONS FOR THIS PLAN ARE GIVEN IN FEET AND INCHES. DIMENSIONS FOR THE EAST LINE OF THE SECTION 21-25-26 IS ASSUMED TO BE 1102-342.7' W.
  - 2. ALL DISTANCES MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
  - 3. ALL ANGLES TURNED TO THE NEAREST SECOND AND COMPUTED TO THE NEAREST HALF SECOND.
  - 4. DISTANCE 3.37' IS OLD IRON PIPE STAKE 37' IN LENGTH, WIDTH OF 3.58 IN. IN. ALL OTHER LOT CORNERS MARKED BY 4" X 6" WOODEN PIPES IN PLACE.
  - 5. DISTANCE 1.13 IN. IS OLD IRON PIPE STAKE.
  - 6. DENOTES A FOUND IRON PIPE STAKE.
  - 7. DENOTES AN EASEMENT (SEE PLAN FOR DETAILS).
  - 8. DENOTES A FOUND CAST IRON MANHOLE WITH BRASS COP.
  - 9. DENOTES A FOUND CONCRETE MANHOLE WITH BRASS COP.



Revised this 12th day of December 2017

There are no objections to this plan with respect to the Wisconsin Statutes, Chapter 235, Wisconsin Statutes, as provided for a 235-12, Wis. Stats.  
 Civil Engineer  
 Dennis H. [Signature]  
 Department of Administration



SHEET 1 OF 2 SHEETS

NOTES:  
 Theophane Avenue and Valerian Avenue were vacated by the Village of Sturtevant by Resolution No. 187-26 dated December 15, 2011 and recorded in Racine County Records for Racine County in Volume 1895 at Page 746 & Document No. 1248885  
 Acting - Single Family Residential

# EXHIBIT E

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
Waukesha Service Center  
141 NW Barstow, Room 180  
Waukesha, WI 53188

Scott Walker, Governor  
Daniel L. Meyer, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



October 19, 2017

GP-SE-2017-52-03304

NLW-TNG8  
Ray Leffler  
8338 Corporate Drive, Suite 300  
Racine, WI 53046

RE: Coverage under the wetland statewide general permit for wetlands established incidental to certain construction activities, located in the Village of Sturtevant, Racine County, also described as being in the NE1/4 of the NE1/4 of Section 21, Township 3 North, Range 22 East.

Dear Mr. or Ms. Leffler:

Thank you for submitting an application for coverage under the wetland statewide general permit for wetlands established incidental to certain construction activities, 281.36(3g)(c).

You have certified that your project meets the eligibility criteria and conditions for this activity. Based upon your signed certification you may proceed with your project to fill 0.42 acres of wetlands. Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit WDNR-GP16-2017 (found at <http://dnr.wi.gov/topic/waterways/construction/wetlands.html>). The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first. This permit coverage constitutes the state of Wisconsin's wetland water quality certification under USCS s. 1341 (Clean Water Act s. 401).

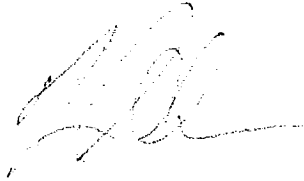
The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Travis Schroeder at (262) 574-2172 or email [travis.schroeder@wi.gov](mailto:travis.schroeder@wi.gov) to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's wetland resources for future generations. Please be sure to obtain any other local, state or federal permits that are required before starting your project.

For project details, maps, and plans related to this decision, please see application number WP-GP-SE-2017-52-X09-14T16-40-21 on the Department's permit tracking website at <https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx>.

If you have any questions, please call me at (262) 574-2172 or email [travis.schroeder@wi.gov](mailto:travis.schroeder@wi.gov).

Sincerely,



Travis Schroeder  
Water Management Specialist

cc: April Marcangeli, (651) 290-5731, Project Manager, U.S. Army Corps of Engineers  
Tony Beier Village of Mount Pleasant  
Dave Meyer Wetland and Waterway consulting  
Conservation Warden Latza  
Jason Christensen Nielsen, Madsen, and Barber

The applicant agrees to comply with the following conditions:

1. **Application.** You shall submit a complete application package to the Department as outlined in the application materials and section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.
2. **Certification.** Acceptance of general permit WDNR-GP16-2017 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.
3. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.
4. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP16-2017
5. **Expiration.** This WDNR-GP16-2017 expires on June 28, 2022. The time limit for completing work authorized by the provisions of WDNR-GP16-2017 ends 5 years after the date on which the discharge is considered to be authorized under WDNR-GP16-2017 or until the discharge is completed, whichever occurs first.
6. **Other Permit Requirements.** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other local authority, other state permits and by the U.S. Army Corps of Engineers before starting your project.
7. **Authorization Distribution.** You must supply a copy of the permit coverage authorization to every contractor working on the project.

8. **Project Start.** You shall notify the Department before starting construction.
9. **Permit Posting.** You must post a copy of this permit coverage letter at a conspicuous location on the project site prior to the execution of the permitted activity, and remaining at least five days after stabilization of the area of permitted activity. You must also have a copy of the permit coverage letter and approved plan available at the project site at all times until the project is complete.
10. **Permit Compliance.** The department may revoke coverage of this permit if it is not constructed in compliance with the terms and conditions of this permit. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any applicable conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.
11. **Construction Timing.** Once wetland work commences, all wetland construction activities must be continuous until the permitted activity is completed and the site is stabilized.
12. **Construction.** No other portion of the wetland may be disturbed beyond the area designated in the submitted plans.
13. **Project Completion.** Within one week of completion of the regulated activity, you shall submit to the Department a statement certifying the project is in compliance with all the terms and conditions of this permit, and photographs of the activities authorized by this permit. This statement must reference the Department-issued docket number, and be submitted to the Department staff member that authorized coverage.
14. **Proper Maintenance.** You must maintain the activity authorized by WDNR-GP16-2017 in good condition and in conformance with the terms and conditions of this permit utilizing best management practices. Any structure or fill authorized shall be properly maintained to ensure no additional impacts to the remaining wetlands.
15. **Site Access.** Upon reasonable notice, you shall allow access to the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance with the terms and conditions of WDNR-GP16-2017 and applicable laws.
16. **Erosion and siltation controls.** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to wetlands as outlined in NR 151.11(6m), Wis. Adm. Code.
17. **Equipment use.** The equipment used in the wetlands must be low ground weight equipment as specified by the manufacturer specifications.
18. **Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing other best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. For more information, refer to <http://dnr.wi.gov/topic/Invasives/bmp.html>.
19. **Federal and State Threatened and Endangered Species.** WDNR-GP16-2017 does not affect the DNR's responsibility to insure that all authorizations comply with Wisconsin's Endangered Species Law (s. 29.604 Wis. Stats) and Section 7 of the Federal Endangered

Species Act. No DNR authorization under this permit will be granted for projects found not to comply with these laws/Acts. In order to be in compliance, documentation is required showing Endangered Resources (ER) concerns have been addressed. Please note: Documents associated with Endangered Resources are valid one year from the date they are prepared. Documentation options include:

- a. An ER Review Verification Form showing that the project is covered by the Broad Incidental Take Permit for no/low impact activities and therefore does not require a review.
- b. An ER Preliminary Assessment from the NHI Public Portal stating the no further actions are necessary or further actions are recommended. The NHI Public Portal is located here: <http://dnr.wi.gov/topic/ERReview/PublicPortal.html>.
- c. If the ER Preliminary Assessment from the NHI Public Portal shows that "Further actions are required" then submit one of the following:
- d. A DNR ER Review letter. The request form for an ER Review letter is located here: <http://dnr.wi.gov/files/PDF/forms/1700/1700-047fillable.pdf>.
- e. A Certified ER Review letter. The list of Certified Reviewers is available here: <http://dnr.wi.gov/topic/ERReview/Documents/CertifiedReviewers.pdf>.

20. **Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable action to prevent significant adverse impacts or to enhance the habitat for the species of concern.

21. **Historic Properties and Cultural Resources.** WDNR-GP16-2017 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction.

22. **Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at **1-800-943-0003**.

23. **Suitable fill material.** All fill authorized under this permit must consist of clean suitable soil material, as defined by s. NR 500.03(214), Wis. Admin. Code, free from hazardous substances as defined by s. 289.01(11), Wis. Stats., and free from solid waste as defined by s. 289.01(11) and (33), Wis. Stats.

24. **Standard for Coverage.** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.

25. **Transfers.** Coverage under this permit is transferable to any person upon prior written approval of the transfer by the Department.

26. **Limits of State Liability.** In authorizing work, the State Government does not assume any liability, including for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP16-2017.

27. **Enforceability.** The Department may take enforcement action if the following occur:
- a. The applicant fails to comply with the terms and conditions of WDNR-GP16-2017.
  - b. The information provided by the applicant in support of the permit application proves to have been false.