

RESTRICTIVE COVENANTS
FOR
HOMESTEAD ACRES

Document Number

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Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
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Pages: 68

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The Newport Group, Ltd.
8338 Corporate Drive, Ste. 300
Mt. Pleasant, WI 53406

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, together with a 21/21st interest in Outlots 1 and 2, Homestead Acres, a recorded Subdivision being part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 1, Town 3 North, Range 21 East, in the Village of Caledonia, Racine County, Wisconsin.

FROM TAX KEY NO. 104-04-22-35-029-030

NEW TAX KEY NUMBERS:

LOT 1	104-04-22-35-030-001	LOT 12	104-04-22-35-030-012
LOT 2	104-04-22-35-030-002	LOT 13	104-04-22-35-030-013
LOT 3	104-04-22-35-030-003	LOT 14	104-04-22-35-030-014
LOT 4	104-04-22-35-030-004	LOT 15	104-04-22-35-030-015
LOT 5	104-04-22-35-030-005	LOT 16	104-04-22-35-030-016
LOT 6	104-04-22-35-030-006	LOT 17	104-04-22-35-030-017
LOT 7	104-04-22-35-030-007	LOT 18	104-04-22-35-030-018
LOT 8	104-04-22-35-030-008	LOT 19	104-04-22-35-030-019
LOT 9	104-04-22-35-030-009	LOT 20	104-04-22-35-030-020
LOT 10	104-04-22-35-030-010	LOT 21	104-04-22-35-030-021
LOT 11	104-04-22-35-030-011		

RESTRICTIVE COVENANTS FOR HOMESTEAD ACRES

Declaration of conditions, covenants, restrictions and easements regarding Homestead Acres Subdivision, Village of Caledonia, Racine County, Wisconsin (the "Declaration").

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

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 Homestead Acres Subdivision, 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 Homestead Acres Subdivision, the conditions, covenants, restrictions and easements hereinafter set forth which shall inure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

I. GENERAL PURPOSE

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

II. DEFINITIONS

- A. Stewardship Plan. The Homestead Acres Native Vegetation Stewardship Plan for the Subdivision prepared by Heartland Ecological Group, Inc. dated September 5, 2025, a copy of which is attached hereto as Exhibit "B".
- B. Plat. The recorded final plat of the Subdivision.
- C. Homeowner's Association. The Homestead Acres Homeowner's Association, Inc., a Wisconsin Non-Stock Corporation.
- D. Developer's Agreement. The Agreement between the Village and the Developer for the development of the Subdivision.
- E. Outlot(s). Outlots 1 and 2 as identified on the Final Plat.

III. TERMINATION

Except as otherwise specifically stated, the restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, said Conditions, Covenants, Restrictions and easements shall be automatically extended for successive periods of ten (10) years unless the owners of record 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. III, XIV, XX, XXV, XXVII, XXVIII, XXIX, XXX, XXXI, XXXV of these Restrictive Covenants are to be held in perpetuity and are not subject to termination, rescission, or modification as set forth in Paragraphs III (A) and III (B) above without the express written approval of the Village of Caledonia. The Stewardship Plan may be modified for standard renewals and updates by the Homeowners Association as provided for in the Stewardship Plan.

D. The Preservation Easement Agreement under Section XXVII (E) is a perpetual easement and does not fall within the time frame stated above, nor may it be terminated by the procedure stated above. Only the Village of Caledonia has the right to terminate the Preservation Easement Agreement.

IV. SEVERABILITY

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

V. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed, or altered on any lot until the building plans, specifications and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and planning by the Architectural Control Committee.

Such plans and specifications shall be submitted to the Architectural Control Committee for approval before a building permit and/or zoning permit from the Village of Caledonia is applied for. Two copies of the building plan and two copies of the survey showing the building footprint are to be submitted to the Architectural Control Committee. In addition, two copies of the exterior color selections shall be included with the request for approval. The Architectural Control Committee may, at it's sole discretion, approve, modify, conditionally approve, or deny a house plan submittal. The decision of the Architectural Control Committee shall be final. Upon approval, one copy of the plan and one copy of the survey will be returned to purchaser and one copy will be retained by the Architectural Control Committee. Any lot owner violating any provision within this Section V is subject to the jurisdiction of the Racine County Circuit Court. Any violator of this Section V shall be subject to a permanent and temporary restraining order and that no bond shall need to be filed by the Architectural Control Committee to enforce this Section V.

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 exterior colors must be submitted for approval. For all non-electronic submissions, color photos of exterior colors must be submitted with the plans 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 initial Architectural Control Committee is composed of Raymond C. Leffler and another party to be named.

D. The address of the Architectural Control Committee is:

Raymond C. Leffler
c/o Newport Development Corp.
8338 Corporate Drive, Suite 300
Racine, WI 53406
rayleffler@hotmail.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 exterior color 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 exterior color plans.

ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE COMMITTEE MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

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

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 property tax data of the Village of Caledonia. 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.

VI. 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, including chimney chases, shall be constructed of materials approved by the Architectural Control Committee. All residences shall have roofs that 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, cedar shake or masonry 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 **25%** brick, stone or other approved masonry product on the front elevation unless brick or stone would be contrary to the design of the home, and shall be approved by the Architectural Control Committee. All residences shall have smart board, hardi-plank or similar type siding. Aluminum or vinyl siding is not allowed, however, soffit and fascia may be of aluminum or vinyl. All residences shall have a *minimum* of two windows, in an acceptable size as determined by the Architectural Control Committee, on every elevation.

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

1 Story (Ranch Style)	1800 sq. ft. minimum
2 Story (Traditional)	2100 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	2100 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.

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.

VII. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Village of Caledonia ordinances. No structure or part thereof erected upon any **corner lot** in the Subdivision may be erected nearer than twenty-five (25) feet from the lot line adjacent to the street located at the side of such building. The **front yard** building setback line for each lot in the Subdivision shall be *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 *nine (9)* feet on either side and the **rear yard** setback shall not be less than *twenty-five (25)* feet.

VIII. GARAGES, DRIVEWAYS, AND LANDSCAPING

A minimum of a two (2) car, but not to exceed four (4) 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 maximum allowed by this section provided such garage is constructed in conformity with local ordinance. ***Detached garages of any size are prohibited.*** See Section XXIV for Accessory or Utility Buildings.

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.

Weather permitting, all exterior landscaping shall be completed with six (6) months of occupancy.

IX. 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 any Impact Fees currently 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 (5) 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 the 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 time line, the rebate is forfeited. Therefore, at the time of closing, buyer shall deposit with developer the sum of \$3,235.00 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.

X. SOLAR ENERGY

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

XI. HEDGES AND FENCES

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

B. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a fence or wall of sufficient height to conceal the same, but no higher than four (4) feet, by shrubbery of sufficient density to accomplish the same purpose, or other approved screening.

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. Perimeter fencing of any lot is prohibited. However, recreational fencing is allowed behind the rear foundation of the home dwelling, but not to exceed the square footage of the dwelling footprint. The Architectural Control Committee approval is required on the type of material used to construct said fencing. **Chain link and galvanized steel fencing is prohibited. The Village of Caledonia prohibits the fencing in of easement areas.**

XII. 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 and galvanized steel dog runs are prohibited.**

XIII. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials which will give off odors of any kind, and all deposited fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than three (3) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. The finished grade of any improved lot in the Subdivision shall comply with the Master Grading Plan on file. Changes to this covenant are only allowed with written Architectural Control Committee approval and shall require the approval of the Village of Caledonia. 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 pursuant to the Stewardship Plan and as required by the Village and pursuant to the Developer's 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 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 of the Homeowner's Association, the Developer shall have the

right to recover its costs from said owner or the Homeowner's Association. After the Developer's responsibility under the Developer's Agreement has expired, the right to enter upon any lot or common area to restore same, or provide maintenance pursuant to the Stewardship Plan and 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. Under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

XIV. SITE MODIFICATION

Portions of the Subdivision are located within wetlands areas 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 Outlot unless specifically authorized in the Stewardship Plan and 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) 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 Caledonia Village Board (upon review and recommendation of the Village of Caledonia Plan Commission).

PLEASE SEE SECTION XXVII - EASEMENTS

XV. NOXIOUS ACTIVITY

No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on, except for those home occupations allowed or permitted under the zoning code for the Village of Caledonia; and generally, no

activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

XVI. SIGNS

No signs of any character, size, or description shall be maintained upon any lot in the Subdivision except signs required by the Village of Caledonia, such as the official address sign, or signs of a size no larger than ten (10) inches by eighteen (18) inches bearing the name and/or address, 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.

XVII. SWIMMING POOLS / RECREATIONAL EQUIPMENT

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. 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.

Recreational equipment (swing sets, trampolines, volley ball nets, jungle gyms, etc.) is allowed within the subdivision provided such equipment is placed in the rear yard of the residence. Recreational equipment is prohibited in side yards.

XVIII. TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within 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 upon the Outlots.

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

XIX. VEHICULAR STORAGE

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, 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.

XX. LOT AND OUTLOT 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 ordinances regarding weed control.

Outlots 1 and 2 are shown on the final plat for the Subdivision. In the event the Developer, its successors and assigns, including the Homeowner's Association, should cease to exist or should fail to fulfill its obligations as stated in the Developer's Agreement, the Stewardship Plan, these Restrictive Covenants or the Preservation Easement or to pay for the regular maintenance required for its properties within the Subdivision, the Village of Caledonia may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Subdivision under the provisions of Section 66.0627 of the Wisconsin Statutes. Similarly, any unpaid balances, together with any penalties and interest thereon, may be collected by the Village of Caledonia as a special assessment against all of the properties in the Subdivision, or the Village of Caledonia may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purpose.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of the Village of Caledonia Village Board.

XXI. COMPLETION OF CONSTRUCTION

The interior and exterior construction (**including landscaping and driveways**) of a residence shall be substantially completed and the residence shall be ready for occupancy within one (1) year after commencement of construction; such time of completion shall be extended to the extent of any delay due to strike, weather, 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 Ordinances; 2) the extent of the delay due to strike, weather, lockouts and acts of God; and 3) may, for good cause, allow additional

time for completion of construction. The deadline for completion of exterior landscaping may be extended by the Architectural Control Committee due to weather conditions, if needed.

XXII. TEMPORARY STRUCTURES

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

XXIII. 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 ensure 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 the Outlots.

XXIV. ACCESSORY OR UTILITY BUILDINGS

Except to a detached garage which is prohibited under Section VIII, and subject to applicable Village of Caledonia ordinances, a single detached accessory building (not to exceed 10' x 12' shall be permitted on lots in the Subdivision *provided that the design and location of the same are approved, prior to construction, by the Architectural Control Committee and the Village of Caledonia, if required.* Said accessory building shall be substantially the same as the residence on the lot including siding and roofing materials. A building, zoning and/or shoreland permit may be required from the Village of Caledonia prior to the construction of said accessory building. For purposes of this Section XXIV, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be constructed without prior approval of the Architectural Control Committee. However, the Village of Caledonia permits, if required, are the responsibility of the lot owner.

XXV. MODIFICATION

This declaration may be amended at any time through execution of the owners of seventy-five percent (75%) of the residential lots in the subdivision affected by these restrictive covenants 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.

With respect to those sections listed above in Section III, no such modification(s) shall be made, however, without the prior written approval of the Village of Caledonia

Village Board. Other than Homeowners Association modifications based on annual reviews, the Stewardship Plan may only be modified with written approval from the Village of Caledonia.

XXVI. ENFORCEMENT OF RESTRICTIONS

If the owner of any lot subjected to these restrictive covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Architectural Control Committee, the Homeowners Association and/or 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/her, it or them from doing so or to recover damages for such violation, or to compel him/her, it or them to replace any grades for drainage or enforce any of the covenants and restrictions herein contained.

XXVII. EASEMENTS & PRESERVATION 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 Homeowner's Association the right to grant to public or semi-public utility companies or municipal entities, easements and rights-of-way over, across and through Outlots 1 and 2 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 may require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Where such easements become necessary, the lot owners hereby grant to the Developer and/or the Homeowner's Association power of attorney to execute all necessary documents for the creation of such easements on the lot Owner's behalf.

B. Easement for Construction, Access and Maintenance. Developer hereby reserves for itself and for the Homeowner's Association a right of access over, across, and through Outlots 1 and 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.

C. **Easement for Placement of Advertising Signs.** Developer hereby reserves for itself a right of access over, across, and through Outlot 1 to place signs advertising the sale of Lots within the Subdivision.

D. **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 Homeowner's Association with respect to the easements over the Outlots.

E. **Preservation Easements and Wetlands.** Lands lying within any designated Preservation Easement (secondary environmental corridor and/or wetlands as identified on the Final Plat in Outlot 2) shall be preserved and protected by prohibiting the following: Grading, filling, tiling, draining, excavating, and dredging; erecting any structures; removing or destroying any native vegetation, (except for diseased, non-indigenous species or noxious weeds as defined by local ordinances); introducing plants not native or indigenous to the natural environment; creating a mown landscape, gardening, cultivating, or depositing yard waste of any type; and grazing of domesticated animals, where applicable.

Wetland areas located within the Outlot areas must maintain a twenty-five (25) foot "no-disturbance" zone as shown on the final plat.

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.

XXVIII. OUTLOT & STEWARDSHIP PLAN RESTRICTION

Due to the Conservation Subdivision Ordinance for the Village of Caledonia (Title 14 of the Code of Ordinances), Outlots 1 and 2 normally would have been subject to a Conservation Easement for the Subdivision. However, the Village of Caledonia has granted a variance to the Developer and has required that a Preservation Easement be placed over Outlot 2. The Stewardship Pan implements the care and maintenance of the preservation areas in Outlot 2. The Stewardship Plan is attached as Exhibit B. The Presevation Easement is attached as Exhibit E.

ALL LOT PURCHASERS ARE URGED TO REVIEW THE STEWARDSHIP PLAN WHICH CONTAINS A THREE (3) YEAR MAINTENANCE PLAN AND IS SUBJECT TO UPDATES AND RENEWALS..

Purchasers are hereby notified that the amount shown to maintain and monitor the Outlot 2 for the initial three (3) year period has been paid by the Developer, however, any unforeseen maintenance, management, restoration or repairs and the cost thereof required under the Stewardship Plan shall be the responsibility of the Homeowner's Association. The Developer has no further obligation following the initial payment to maintain and monitor Outlot 2.. After the initial three (3) year period, the Homeowner's Association shall be solely responsible for management, and costs thereof, for the Outlot pursuant to the Stewardship Plan. In addition, the Village of Caledonia retains the right to verify maintenance according to the Stewardship Plan.

In the event that the Developer, its successors or assigns including the Homeowner's Association, fails to manage all or any portion of Outlot 2 in accordance with the Stewardship Plan and all applicable laws, rules and regulations, the Village may take action to enforce the requirements under the Stewardship Plan and Preservation Easement.

The Outlot will be annually assessed to ensure compliance pursuant to the Stewardship Plan and Preservation Easement and the costs for such annual assessment shall be borne by the Developer and its successors or assigns for the first three (3) years as provided for in the Stewardship Plan. The Village of Caledonia requires the Stewardship Plan to remain in place in perpetuity. The Homeowner's Association will be responsible for renewing the Stewardship Plan with the initial maintenance and monitoring firm or another reputable firm acceptable to the Village of Caledonia.

Each owner of a lot in the Subdivision receives a 1/21st common ownership interest in Outlots 1 and 2. The developer and all subsequent owners warrant and represent that said outlots for assessment purposes will have no value per se, and the 1/21st interest in said outlots would be assessed with each of the buildable lots.

In the event said outlots are not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/21st per buildable lot, of the taxes due on said outlots. In the event that these taxes are not paid, Racine County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due.

In addition, the Homeowner's Association has been developed to protect and maintain said Outlots. SEE SECTION XXXI FOR HOMEOWNER'S ASSOCIATION INFORMATION.

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.

XXIX. OUTLOTS AND DETENTION PONDS, TURN-AROUND TEE AND MONUMENT SIGN MAINTENANCE

Detention Ponds: The subdivision contains two detention ponds for stormwater management purposes. These ponds are considered "wet" ponds and are located in Outlots 1 and 2 of the subdivision. Maintenance and long term monitoring and upkeep of these ponds shall be the responsibility of the Association in perpetuity. These ponds are not designed for swimming and the Association hereby forbids, in perpetuity, swimming, wading, skating, etc. in detention ponds.

The Village has the right to inspect all ponds within the outlots. In the event the association should cease to exist or should fail to fulfill its obligations to maintain the ponds, the Village of Caledonia may, but is not obligated to, cause such maintenance to be performed and levy the costs thereof against all the properties within the subdivision.

Outlot and Easement Maintenance. In the event the Homeowner's Association should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants the Village of Caledonia may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the subdivision under the provisions of Section 66.60(16) of the Wisconsin Statutes. Similarly, any maintenance levy remaining unpaid, 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, or the Village of Caledonia may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purpose.

Monument Sign: At the discretion of the developer, a monument sign may be erected within Outlot 1 of the subdivision. Upon completion of the installation of any monument, the association shall maintain said monument in perpetuity including the care of any landscaping around said monument and the maintenance and repair of any signage.

Turn Around Tee: A permanent Turn Around Tee has been constructed at the west end of Farm Meadow Road. The purpose of the Turn Around Tee is for municipal emergency and utility vehicles and other motor vehicles to be able to turn around to exit the subdivision since Farm Meadow Road does not, and will not, connect to the future Airline Road. These spaces shall not be used for parking of any type at any time. Vehicles parked in the Turn Around Tee are subject to towing at any time and any fees required to retrieve the vehicle shall be borne solely by the offending party.

NOTE: A small section of the Turn Around Tee falls within the lot boundary line for Lot 11. This area may not be modified or used for parking or storage by the owner of Lot 11 or any others. Refer to recorded plat for location.

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.

XXX. WETLAND AND SHORELAND RESTRICTIONS

The following covenants shall apply to all wetlands and shoreland areas, including the 25' Wetland Buffer and 75' Shoreland setback 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, non-indigenous species or noxious weeds (as defined by local ordinance) 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 Wisconsin Department of Natural Resources and the Army Corps. Of Engineers.
- G. Construction of buildings within the wetland boundary is prohibited.

ALL WETLANDS ON SITE will have a 25' buffer to which no impervious surface may drain. Houses and any other structures (such as concrete patios) within the 25' wetland buffer must have a drainage system to direct all storm water runoff at least 25' away from the designated wetland area. Storm water runoff that will not be discharged at least 25' away from the wetland must be first routed through a Wisconsin Department of Natural Resources approved device which will provide adequate water treatment prior to discharging closer than 25'. 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.

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.

XXXI. HOMEOWNER'S ASSOCIATION

Developer has formed the Homeowner's Association for the lot owners in the Subdivision. The purpose of the Association is to protect and maintain those areas within the development which are designated as Outlots 1 and 2, also including obtaining the necessary insurance, landscape plantings, sign monument(s)(if any) and maintenance according to the Stewardship Plan and Preservation Easement.

The initial Board of Directors shall consist of:

Raymond C. Leffler	Director
TO BE NAMED	Director
TO BE NAMED	Director

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

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.

XXXII. HOMEOWNER'S ASSOCIATION RESERVE FUND & ANNUAL FEE

Upon the transfer of title from the Developer to the initial purchaser, for each individual lot within the Subdivision, the purchaser shall, at the time of closing, pay a Reserve Fund Deposit to the Homeowner's Association in the amount of \$500.00 as a start-up fee. This fee shall only be due upon the initial sale of the lot from the developer and shall not apply to the re-sale of any lots. In addition, disclosure is made that the initial annual fee for the Homeowner's Association shall be \$595.00. The annual association fee shall cover the time period of January 1 to December 31 of any given year. At the time of closing on individual lots, the annual association fee shall be prorated on the closing statement and collected at closing. The Homeowner's Association may, from time to time, increase the annual fee after a majority vote of the lot owners at the annual Homeowner's Association meeting, or at any special meeting called for this purpose. Written notice of any meeting by the Homeowner's Association shall be mailed or delivered to the lot owners last known mailing address as recorded with the Racine County for tax purposes. Additional fees may be imposed as required and pursuant to the Stewardship Plan and Preservation Easement.

XXXIII. MAILBOX / U.S. POSTAL SERVICE DELIVERY

Purchasers of lots within the Homestead Acres Subdivision are hereby notified that the United States Postal Service requires a Community Box. Developer will provide and install the Community Box 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. This charge is only applicable on the sale of the lot from the Developer to the initial purchaser and is non-refundable. At closing, the initial buyer of the lot will be provided with two (2) keys for their mailbox. Buyer is responsible for the transfer of the mailbox keys to any future purchaser. Developer does not retain any keys once the lot has been sold. Replacement keys are available through the United States Postal Service and the cost for replacement shall be borne solely by the buyer. Maintenance, repair and/or replacement of the mailbox shall be the responsibility of the Homeowners Association.

XXXIV. STREET TREES

The Village of Caledonia Conservation Subdivision Ordinance requires the installation of Street Trees within the subdivision. At the time of closing, the purchaser will be charged \$350.00 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 (see Exhibit D). Weather permitting, Purchaser shall have street tree installed within six (6) months of an occupancy permit being issued. Upon installation of the street tree, and verification by the Architectural Control Committee of the installation, the \$350.00 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 V. The Architectural Control Committee shall have **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.

Requests for release of the guarantee money will not be processed during winter (dormant) months. In order to ensure the planting of a viable tree, Developer must be able to determine the tree is live and healthy. Therefore, the release of guarantee money will only occur during the Spring, Summer and Fall months. Any requests for release of guarantee money received during winter months shall be held and processed once weather permits.

In the event a home is not constructed within five years from the date of lot purchase, the deposit shall be automatically forfeited.

XXXV RESTRICTED/PROHIBITED VEHICULAR ACCESS

Outlots 1 and 2 shall have restricted vehicular access to any streets within the subdivision except for maintenance vehicles required to maintain or repair landscaping or perform any duties required under the Stewardship Plan and/or Preservation Easement. In addition, Lots 1, 7, 8 and 21 have prohibited vehicular access to Dunkelow Road. All vehicular access to Lots 1, 7, 8 and 21 shall occur from internal subdivision streets.

Lots 1, 5, 10 and 21 of Homestead Acres are subject to a 25'x25' Vision Corner Easement as shown on the final plat. 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 restrictions set forth in this section may not be modified or removed without the prior written approval of the Village of Caledonia Village Board.

XXXV. SHORELAND ZONING PERMITS

Notice is given that Lots 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in the Subdivision fall within the 300' Shoreland Jurisdictional Limit line. These lots will be required to obtain an additional Shoreland Permit at the time a building permit is requested. The cost for the Shoreland Permit shall be Lot Owners expense.

XXXVI. FIREARMS / HUNTING

The discharge and/or shooting of all firearms on lots or outlots is prohibited. This prohibition shall include air and spring powered firearms including, but not limited to, BB guns, pellet guns and guns firing glass beads or paint balls.

XXXVII. DRAIN TILES

In the event a Lot Owner discovers a drain tile within their lot that is damaged during construction, it shall be the Lot Owner's responsibility to report that damage to the Village of Caledonia. The Village of Caledonia will inspect the drain tile and determine if it can be abandoned or if it will need to be rerouted. An inspection of the rerouted drain tile (if required) will need to be performed by the Village prior to backfilling. Developer shall not be responsible for any drain tile(s) that may exist that was not previously disclosed to Developer. Pursuant to Title 9, Chapter 2 (4) of the Village's Code of Ordinances, the lot owner shall remain responsible for the future maintenance, operation, and replacement of all private storm/surface water facilities, including drain tiles, whether previously mapped or subsequently discovered.

XXXVIII. ASSIGNMENT OF RIGHTS

These Restrictive Covenants provide 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 of all of the area now occupied by the Village.

XXXIX. 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.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Raymond C. Leffler, President, The Newport Group, Ltd., has caused these presents to be executed this 6th day of May, 2026.

The Newport Group, Ltd.

By: Raymond C. Leffler

Raymond C. Leffler

President

STATE OF WISCONSIN)

) ss.

COUNTY OF RACINE)

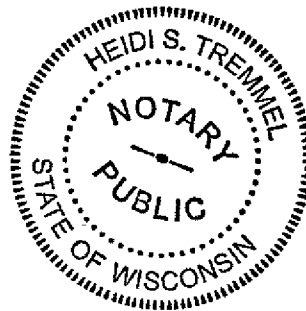
Personally came before me this 6th day of May, 2026, the above named Raymond C. Leffler, President of The Newport Group, Ltd. to me known to be the person who executed the foregoing instrument as an act of the corporation, by its authority.

Heidi S. Tremmel

* Heidi S. Tremmel

Notary Public - State of Wisconsin

My Commission expires: 2/7/30



Document drafted by: Raymond C. Leffler

Return to: 8338 Corporate Drive, Suite 300
Racine, WI 53406

Attachments:

Exhibit A	Legal Description
Exhibit B	Stewardship Plan
Exhibit C	Stormwater Management Plan
Exhibit D	Approved Street Tree List
Exhibit E	Preservation Easement

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, together with a 21/21st interest in Outlots 1 and 2, Homestead Acres, a recorded Subdivision being part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 1, Town 3 North, Range 21 East, in the Village of Caledonia, Racine County, Wisconsin.

FROM TAX KEY NO. 104-04-22-35-029-030

NEW TAX KEY NUMBERS:

LOT 1	104-04-22-35-030-001	LOT 13	104-04-22-35-030-013
LOT 2	104-04-22-35-030-002	LOT 14	104-04-22-35-030-014
LOT 3	104-04-22-35-030-003	LOT 15	104-04-22-35-030-015
LOT 4	104-04-22-35-030-004	LOT 16	104-04-22-35-030-016
LOT 5	104-04-22-35-030-005	LOT 17	104-04-22-35-030-017
LOT 6	104-04-22-35-030-006	LOT 18	104-04-22-35-030-018
LOT 7	104-04-22-35-030-007	LOT 19	104-04-22-35-030-019
LOT 8	104-04-22-35-030-008	LOT 20	104-04-22-35-030-020
LOT 9	104-04-22-35-030-009	LOT 21	104-04-22-35-030-021
LOT 10	104-04-22-35-030-010		
LOT 11	104-04-22-35-030-011		
LOT 12	104-04-22-35-030-012		

EXHIBIT B
STEWARDSHIP PLAN



Open Space Stewardship Plan

Homestead Acres

Village of Caledonia, Racine County, Wisconsin

September 5, 2025

Project Number: 20241375

Homestead Acres

Village of Caledonia, Racine County, Wisconsin

September 5, 2025

Prepared for:

Ms. Nancy Washburn

Newport Group, Ltd.

8338 Corporate Drive

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Prepared by:

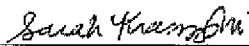
Heartland Ecological Group, Inc.

506 Springdale Street

Mount Horeb, WI 53572

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Prepared by: Sarah Kraszewski, PWS

Senior Ecologist



Reviewed by: Eric C. Parker, SPWS

Principal Scientist

Solutions for people, projects, and ecological resources.

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- Appendix C | Wetland Seed Mix



1.0 Introduction

Homestead Acres (the "Development") is a residential subdivision development that is located southwest of the Intersection of Dunkelow Road and Fenceline Road, in Section 35, T4N, R22E, Village of Caledonia, Racine County, WI (Figure 1, Appendix A). The proposed current phase of the development will contain 21 residential lots and two outlot areas, as depicted on the Plat (Appendix B) and Figure 2 (Appendix A).

The Village of Caledonia ("Village") has required the creation of a stewardship plan for the maintenance of open spaces in Outlot 2 for the Development. Heartland Ecological Group, Inc. ("Heartland") has prepared this Open Space Stewardship Plan on behalf of Newport Group, Ltd. (the "Developer"). The focus of this Plan is Outlot 2 which is approximately 5.14 acres and will be designated open space at the Development. The existing condition of the outlot includes upland agricultural land and wetland associated with a ditch/intermittent waterway. Upland areas in the outlot will be maintained for stormwater management purposes and as maintained turf by the Homeowners Association ("HOA") and existing wetland areas will be preserved and enhanced. This Plan includes a description of ownership and responsibilities, narrative of existing conditions, proposed preservation and enhancement goals for the wetland, site preparation and implementation measures for wetland enhancement, 3-year wetland maintenance plan, recommended long-term maintenance measures, seed mix for wetland enhancement areas, maintenance of the stormwater and turf areas, and a figure depicting open space areas covered by this Plan.

2.0 Ownership and Responsibilities

The Developer will be responsible for measures listed in this Plan during the Site Preparation and Implementation Stage and for following the wetland preservation restrictions listed on the Plat (Appendix B) during the period when the Developer is in control of the HOA. The HOA, and its successors and assigns will be responsible for the continued maintenance of the open space of the Development, including the Establishment and Long-Term Management Stages and following the wetland preservation restrictions listed on the Plat (Appendix B) after the Developer is no longer in control of the HOA. Individual lot owners are subject to the common support of maintenance and management activities by the HOA.



It is recommended that the Developer and the HOA contract qualified ecological contractors for wetland enhancement activities and contract landscapers for maintenance of the stormwater facilities and turf areas. Herbicide treatments shall be conducted by trained and licensed professionals.

The Developer and HOA are responsible for adhering to any bylaws, Declaration of Covenants, conditions, restrictions, maintenance agreements, etc. for this Development when implementing this Plan. This Plan shall be submitted to the Village for approval.

3.0 Existing Conditions

The immediate surrounding landscape of the Development consists primarily of residential development and agricultural lands. Heartland completed an assured wetland delineation within the Development on October 10, 2024. One (1) wetland area was delineated and one (1) intermittent unnamed tributary to Hoods Creek was identified along the southern portion of the Development (Figure 2, Appendix A). The intermittent tributary appears to originate as an agricultural ditch less than one mile to the west of the Development.

The wetland was described as a complex of wet meadow and shrub carr wetland communities that was overall low quality due to impacts from agricultural land use and encroachment by invasive species. The herbaceous layer was dominated by reed canary grass (*Phalaris arundinacea*), an invasive grass. Other invasive species observed included narrow-leaved cattail (*Typha angustifolia*). Native wetland species recorded included white panicle aster (*Symphyotrichum lanceolatum*), Bebb's sedge (*Carex bebbii*), cinnamon willow-herb (*Epilobium coloratum*), and swamp milkweed (*Asclepias incarnata*). Shrub carr areas contained a mix of native shrubs and tree saplings including sandbar willow (*Salix interior*), peachleaf willow (*Salix amygdaloides*), and silver maple (*Acer saccharinum*) over an herbaceous layer primarily dominated by reed canary grass.

Areas that were not delineated as wetland within the Development consisted of an agricultural field that was planted to soybeans in 2024. Further descriptions of the wetland and adjacent agricultural lands can be found in the Assured Wetland Delineation Report dated January 28, 2025 (Heartland).



4.0 Wetland Preservation and Enhancement

4.1 Goals

As discussed in section 3.0, the wetland within the Development is low in quality, degraded by historic and current adjacent agricultural land use, and lacks connectivity to high quality natural areas. The presence of the ditch/intermittent waterway within the wetland will provide continual inputs of stormwater and invasive species seed. The wetland will be enhanced as practicable but restoring the wetland to a high quality plant community would take considerable resources and would not be sustainable in the long-term without extensive maintenance. Wetland enhancement shall focus on an approximately 50-ft wide area extending inside the northern wetland perimeter, as depicted on Figure 3 (Appendix A). The wetland enhancement area totals approximately 1.35 acres. All wetland areas within the Development will be preserved. The goals for wetland preservation and enhancement within the open space areas of the Development are as follows:

- Preserve the existing wetland to provide flood and water quality protection functions.
- Reduce invasive species within the wetland, as practicable, and minimize the introduction or spread of new invasive species.
- Enhance floristic quality and pollinator habitat by installing a native wetland seed mix within a 50-ft wide buffer (Wetland Enhancement Area) inside the northern wetland perimeter.

4.2 Site Preparation and Implementation

The site preparation, implementation, and maintenance schedule is summarized in Table 1.

Seedbed Preparation

Conduct herbicide treatments within the wetland enhancement area to target reed canary grass, cattail, and other persistent invasive species over three events during the growing season prior to native seed installation. Estimated timing for treatments is late April/early May, mid to late May, and September. Herbicide may be applied with backpack sprayers or UTV/ATV-mounted pistol sprayers. Areas of native vegetation shall be avoided, as feasible. If there is not sufficient native vegetation (approximately 20% relative cover) to protect, the entire wetland enhancement area may be boom sprayed to remove existing vegetation. Herbicide shall consist of an aquatic approved glyphosate formulation.



Conduct a prescribed burn of the wetland from the northern perimeter to the top of bank of the ditch/intermittent waterway. The purpose of the prescribed burn is to remove existing vegetation thatch which will facilitate efficient herbicide treatments and improve seed to soil contact for the native seed. The ecological restoration contractor shall prepare a burn plan that describes the burn units, goals, locations of burn breaks, hazards, required notifications, weather parameters, equipment and burn crew requirements, and maps. Burn breaks will be installed prior, as needed, and may consist of field edge or mowed breaks around the burn unit perimeters. Burning shall be conducted in accordance with Village regulations. The prescribed burn should be conducted during the spring or fall burn season prior to native seed installation, as feasible based on site and weather conditions.

Native Seed Installation

A Wetland Seed Mix designed for the Development is provided in Appendix C. The seed mix contains native wetland grasses, sedges, rushes, and forbs that will enhance floristic diversity of the wetland and provide competition for reed canary grass.

Native seed mixes should be obtained from a reputable native plant nursery that can provide species with local genotype. Seed should be installed during the spring, fall, or frost native seeding windows which are typically from April 1-June 15, October 31-frozen ground, and early winter before snowfall or during snow free periods until spring, respectively, after one growing season of invasive species treatment. Seed should be installed with an appropriate temporary cover crop (i.e., oats, winter wheat, and/or annual rye) based on the time of year. Native seed can be installed with native seed drills, drop seeders, broadcast seeders, and/or hand-broadcast depending on site conditions and constraints.

4.3 3-Year Maintenance Plan

Establishment/short-term maintenance should be conducted within the wetland enhancement area for three (3) growing seasons after native seed installation to support the establishment of native species and reduce invasive species. Target invasive species shall include all species listed as Restricted or Prohibited under the Wisconsin Invasive Species Rule (Wis. Admin. Code NR 40) and reed canary grass. Because the wetland is currently dominated by invasive species, specifically reed canary grass, invasive species management goals within the remainder of the wetland preservation area within the Development will be to control new invasive species, minimize the spread of existing



invasive species, and reduce the abundance of existing invasive species where practical and where there is the best public or ecological benefit.

Mowing and spot spray herbicide treatments are anticipated to be the primary management strategies to reduce invasive species and foster native species establishment within the wetland enhancement area. An adaptive management approach should be used whereby observations made during and after management activities by the management crews guide the tasks and timing of the next management event.

Mechanical mowing with a tractor or UTV-mounted mower should be used to reduce weed competition, reduce weed seed production, and to increase surface light levels to allow for the germination of native seeds within the wetland enhancement area. Wetland areas susceptible to rutting due to wet ground conditions should be avoided or mowed with handheld trimmers. Mowing shall be timed when weed species are in later bud stage/flower and prior to seed maturation. Vegetation should be cut to a minimum height of approximately 6-8 inches during the first year of establishment and then to a height of 10-12 inches in the second and third year of establishment as needed. Selective mechanical mowing or mowing with handheld brush-saws shall be used on an as-needed basis once the native vegetation is established to reduce select patches of annual or biennial weeds as well as reduce seed production by perennial weeds.

Herbicide treatments should be used to control target invasive species. The appropriate herbicide, application methodology, and timing should be selected to achieve the most effective control of the target species. Spot treatments with backpack sprayers should be used, as possible, to minimize off-target damage. Aquatic-approved herbicides should be applied in areas that may have standing water or where the herbicide may come in contact with surface water.

4.4 Recommended Long-Term Management

Long-term management should occur after the three-year establishment period. The goal of long-term management is to maintain the native plant diversity and habitat values of the restored wetland enhancement area and to manage new or spreading invasive species within the remainder of the wetland preservation area of the Development. It is recommended that annual monitoring be conducted by the HOA to identify management needs or restoration concerns such as erosion, incompatible land use by homeowners or



adjacent property owners, or new or spreading invasive species that pose a threat to the health of the wetland. Long-term management strategies may include mowing, herbicide treatments, supplemental seeding, prescribed burning, and erosion control.

Table 1. Preparation, Establishment, and Long-Term Management Schedule for the Wetland

Stage	Task	Timing
Site Preparation and Implementation: Year 0	Conduct prescribed burn of wetland up to the northern bank of the ditch/waterway.	Spring or fall burn windows before native seeding, dependent on site and weather conditions
	Herbicide treatment to target invasive species within wetland enhancement area.	3 events: late April/early May, May, and September
	Install wetland seed mix within wetland enhancement area.	Nov./Dec. after growing season of herbicide treatments (preferred)
Establishment: Year 1-3	Spot spray herbicide treatment to target invasive species within wetland enhancement area.	2 events: late April/early May and May
	Management mow or spot mow native seeding areas, as feasible, within wetland enhancement area.	1-2 events: June and July/August, as feasible
Long-Term Management	Monitor for incompatible land use and concerns, scout for new or spreading invasive species, develop management recommendations for wetland areas within the Development.	Annually
	Control new or spreading persistent invasive species within wetland areas of the Development.	As needed

5.0 Upland Open Space

Upland areas within Outlot 2 will be maintained for stormwater retention purposes and/or maintained as turf. A site-appropriate turf grass seed mix will be installed within these areas following final grading. The turf will be mulched, fertilized, and watered as needed for establishment. Overseeding will occur in areas with poor seed establishment. The turf will be maintained by regular mowing.

6.0 Conclusion

Heartland prepared this Open Space Stewardship Plan for Outlot 1 of Homestead Acres on behalf of Newport Group, Ltd. The Development is located in the Village of Caledonia,

OPEN SPACE STEWARDSHIP PLAN



Homestead Acres
Project #: 20241375
September 5, 2025

Racine County, Wisconsin. The purpose of this plan is to guide the implementation and management of the open spaces which will consist of preserved and enhanced wetlands as well as stormwater facilities and turf areas within the uplands. The Developer will be responsible for the initial construction and implementation of the open space components, including the Site Preparation and Implementation Stage described within this Plan. A homeowner's association will ultimately be responsible for the maintenance and long-term management of the open spaces, including the Establishment and Long-Term Management Stages described within this Plan.

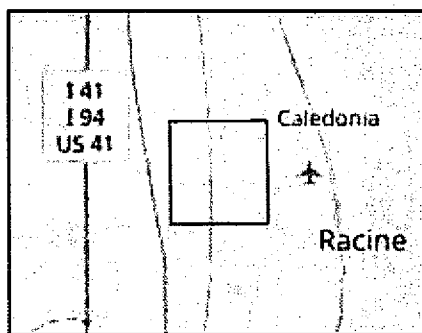
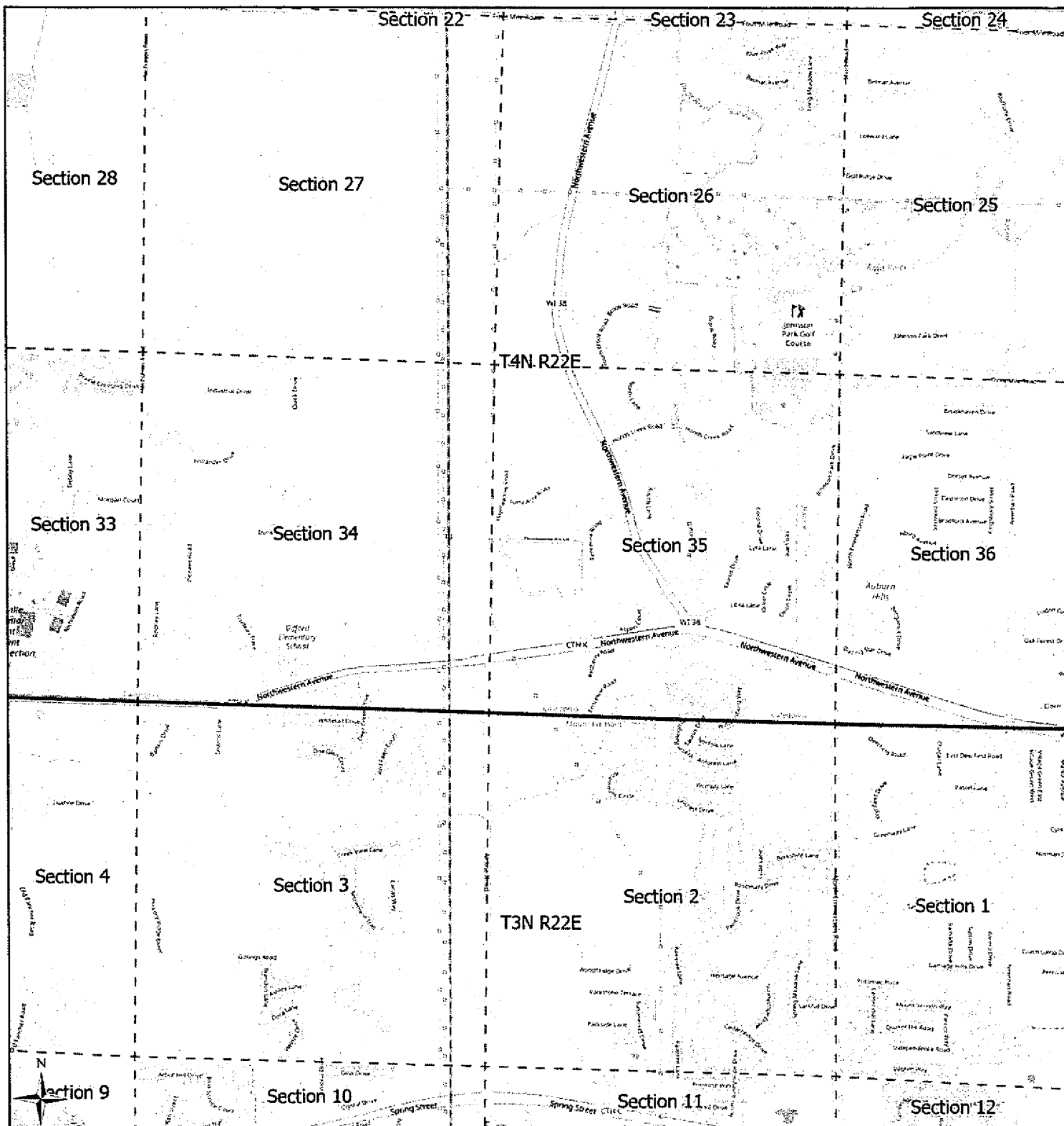


Appendix A | Figures

Figure 1. Project Location

Figure 2. Existing Conditions

Figure 3. Open Space Stewardship Plan



Project Area (18.38 ac)

- Township
- Section

0 1,000 2,000
Feet

Heartland
ECOLOGICAL GROUP INC

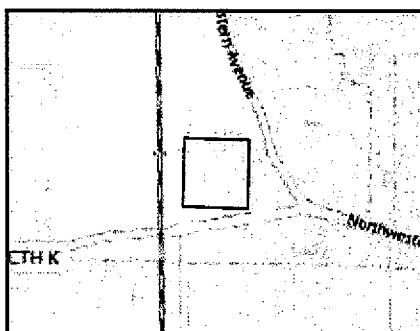
Figure 1. Project
Location

Homestead Acres Wetlands
Project #20241375
T4N, R22E, S35
V Caledonia, Racine Co

OpenStreetMap
ESRI

LRR: MW

Figure Created: 4/4/2025



-  Project Area (18.38 ac)
-  Outlot 2 (5.14 ac)
-  Approximate Project Plat
-  Unnamed Waterway
-  Field Delineated Wetlands (5.49 ac)
-  Approximate Wetland Boundary

0 200 Ft

Heartland
ECOLOGICAL GROUP INC

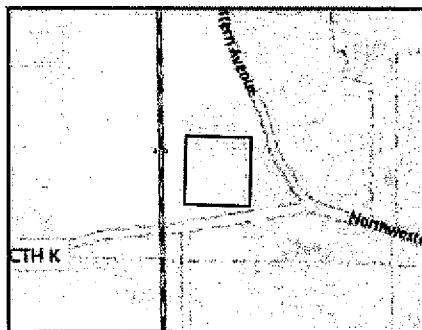
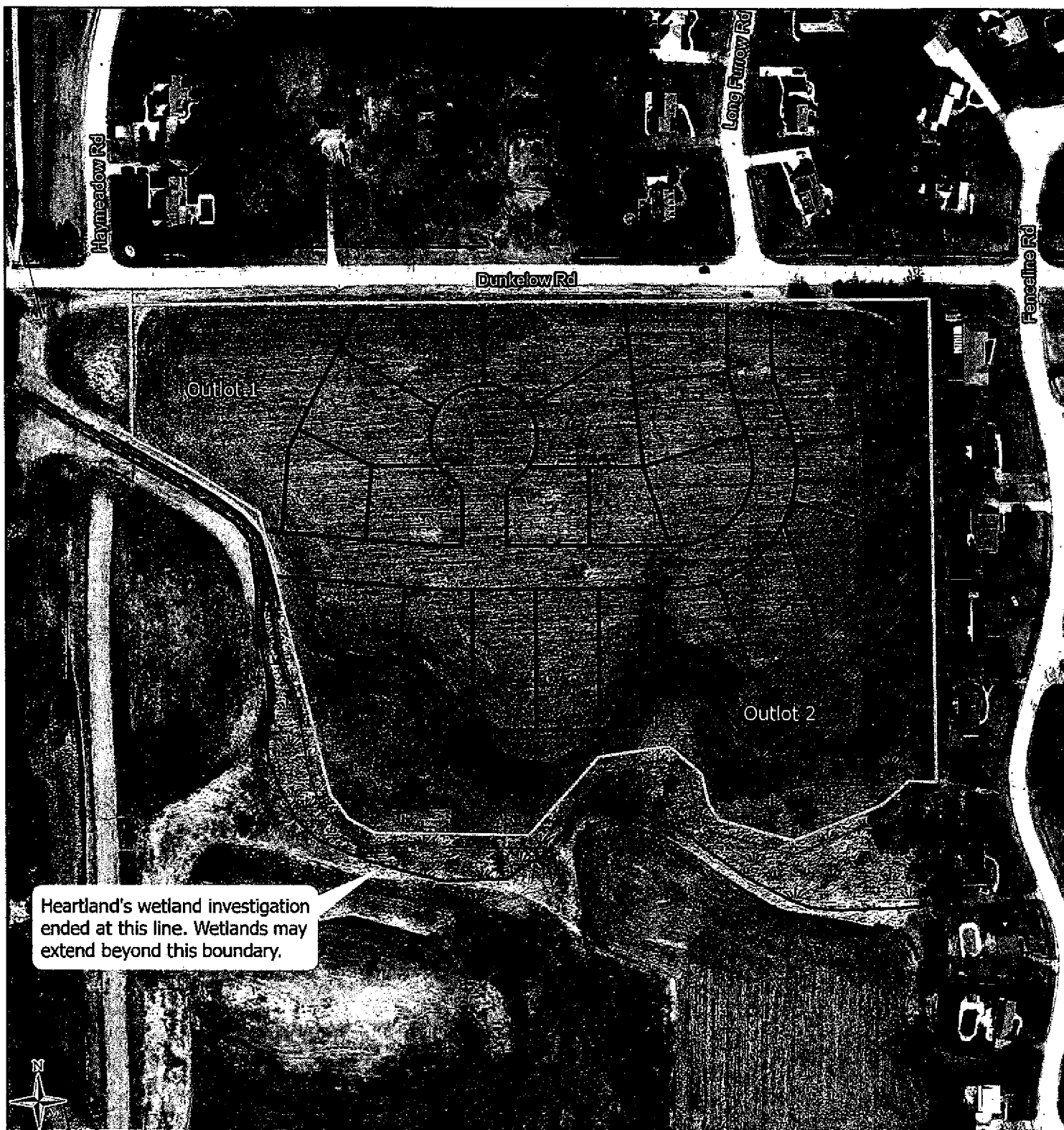
Figure 2. Existing Conditions

Homestead Acres
Project #20241375
T4N, R22E, S35
V Caledonia, Racine Co

2024 Orthophoto
Racine Co, HEG

LRR: MW

Figure Created: 8/28/2025



- Project Area (18.38 ac)
- Outlot 2 (5.14 ac)
- Approximate Project Plat
- Unnamed Waterway
- Field Delineated Wetlands (5.49 ac)
- Approximate Wetland Boundary
- Wetland Enhancement Area (1.35 ac)
- Stormwater Retention and Turf (2.17 ac)

0 200 Ft

Heartland
ECOLOGICAL GROUP INC

Figure 3. Open Space Stewardship Plan

Homestead Acres
Project #20241375
T4N, R22E, S35
V Caledonia, Racine Co

2024 Orthophoto
Racine Co, HEG

LRR: MW

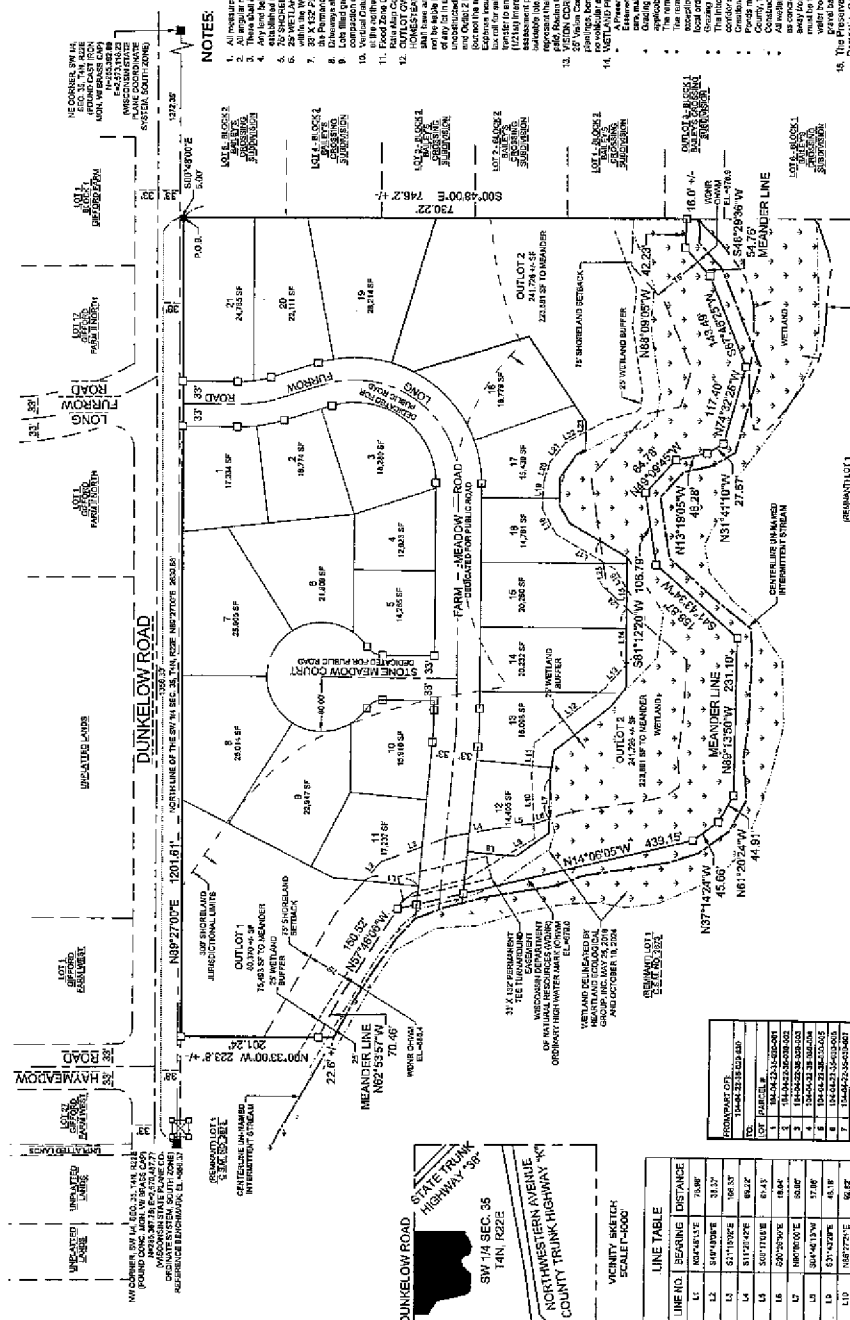
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Appendix B | Homestead Acres Plat (Pinnacle Engineering)

HOMESTEAD ACRES

Being a part of Lot 1 of Certified Survey Map No. 2673, in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 5 North, Range 22 East, Racine County, Wisconsin.

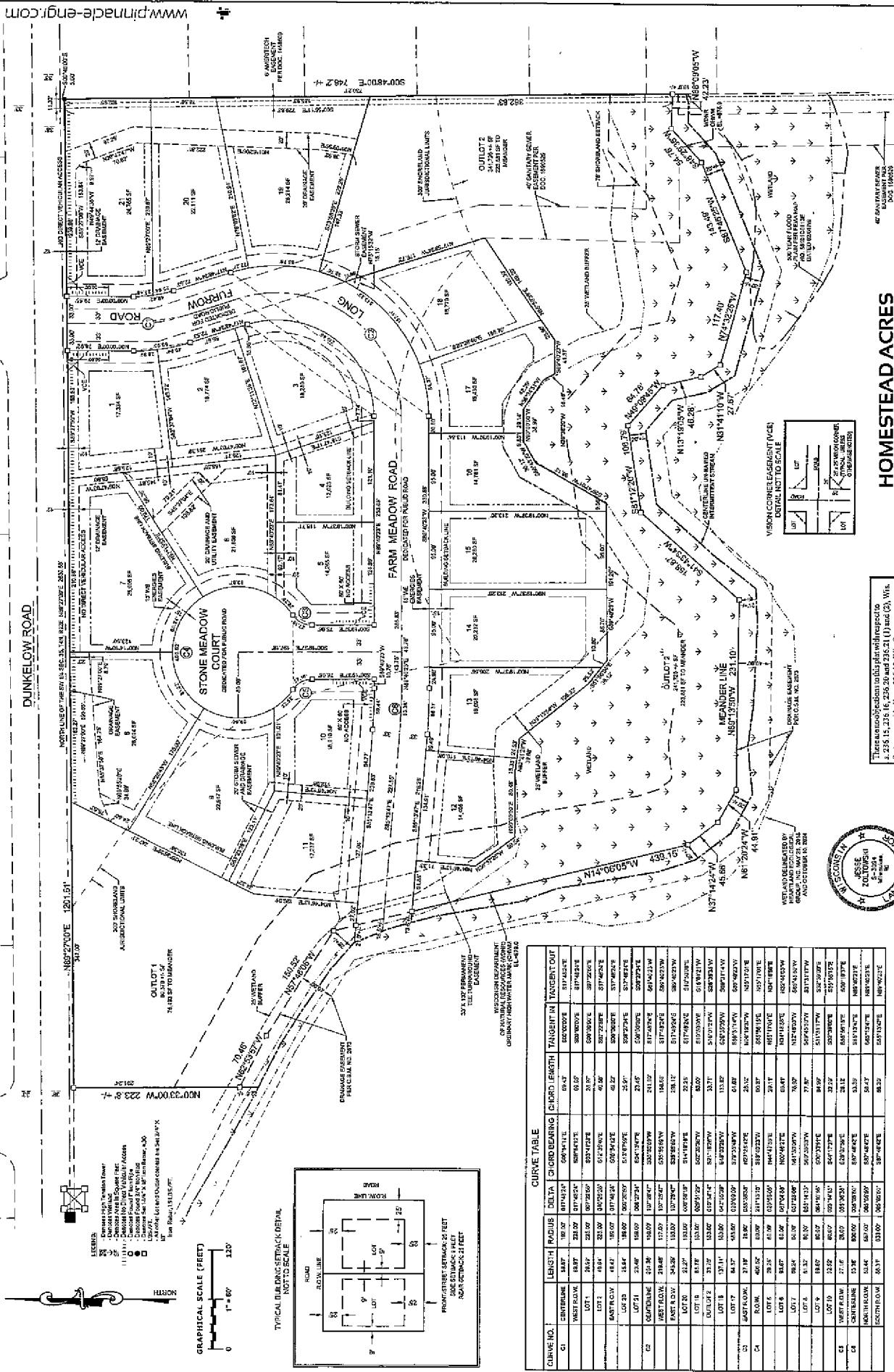


Jesse Zolnowski
Jesse Zolnowski
Pinnacle Engineering Group
2075 Watertown Road, Suite 100
Madison, WI 53706
OFFICE: 608.754.8866

These are the conditions to this plat with respect to the plat as provided by s. 216.12, Wis. Stat. and s. 216.13, Wis. Stat.
Certified: *Jesse Zolnowski*
Jesse Zolnowski
Pinnacle Engineering Group
2075 Watertown Road, Suite 100
Madison, WI 53706
OFFICE: 608.754.8866

LINE NO.	BEARING	DISTANCE
1	N 89° 42' 00" E	10.00
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97	N 89° 42' 00" E	10.00
98	S 89° 42' 00" E	10.00
99	N 89° 42' 00" E	10.00
100	S 89° 42' 00" E	10.00

This instrument drafted by Jesse Zolnowski, P.E. - Registration No. S-3094
PINNACLE ENGINEERING GROUP



There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified January 08, 2028

Don Line
 Don Line
 Department of Administration



HOMESTEAD ACRES

SEPTEMBER 16, 2025
Revised: DECEMBER 19, 2025

This instrument drafted by Jerse Zoltowski, P.L.S. (agitation No. 53094)
PINNACLE ENGINEERING GROUP

OPEN SPACE STEWARDSHIP PLAN



Homestead Acres
Project #: 20241375
September 5, 2025

Appendix C | Wetland Seed Mix

Table 1. Wetland Seed Mix

Nomenclature		Seed Metrics		
Scientific Name	Common Name	Oz/Acre	Seeds/ft ²	% Mix by No. Seeds
Grasses, Sedges, Rushes				
<i>Andropogon gerardii</i>	Big Bluestem	6.0	1.4	1.33
<i>Calamagrostis canadensis</i>	Blue Joint Grass	0.5	3.2	3.11
<i>Carex bebbii</i>	Bebb's Oval Sedge	2.0	1.6	1.51
<i>Carex comosa</i>	Bottebrush Sedge	1.0	0.7	0.67
<i>Carex molesta</i>	Field Oval Sedge	3.0	1.7	1.66
<i>Carex stipata</i>	Common Fox Sedge	2.5	2.0	1.89
<i>Carex vulpinoidea</i>	Brown Fox Sedge	5.0	11.5	11.09
<i>Elymus virginicus</i>	Virginia Wild Rye	40.0	3.9	3.73
<i>Juncus dudleyi</i>	Dudley's Rush	0.2	14.7	14.2
<i>Juncus effusus</i>	Common Rush	0.5	11.5	11.09
<i>Schoenoplectus tabernaemontani</i>	Softstem Bulrush	1.5	1.1	1.03
<i>Scirpus atrovirens</i>	Dark-green Bulrush	1.3	13.2	12.76
<i>Scirpus cyperinus</i>	Wool Grass	0.3	11.7	11.31
<i>Spartina pectinata</i>	Prairie Cord Grass	2.0	0.3	0.29
Forbs				
<i>Asclepias incarnata</i>	Swamp Milkweed	1.0	0.1	0.11
<i>Asclepias syriaca</i>	Common Milkweed	1.0	0.1	0.09
<i>Bidens cernua</i>	Nodding Bur Marigold	2.0	1.0	0.93
<i>Eupatorium perfoliatum</i>	Boneset	0.5	1.8	1.77
<i>Euthamia graminifolia</i>	Grass-leaved Goldenrod	0.5	4.0	3.88
<i>Eutrochium maculatum</i>	Joe Pye Weed	0.5	1.1	1.05
<i>Helenium autumnale</i>	Sneezeweed	1.0	3.0	2.88
<i>Helianthus grosseserratus</i>	Saw-tooth Sunflower	1.5	0.5	0.50
<i>Pycnanthemum virginianum</i>	Mountain Mint	0.5	2.5	2.44
<i>Symphyotrichum lanceolatum</i>	Panicked Aster	0.5	1.8	1.73
<i>Symphyotrichum novae-angliae</i>	New England Aster	0.3	0.5	0.44
<i>Verbena hastata</i>	Blue Vervain	4.0	8.5	8.25
<i>Zizia aurea</i>	Golden Alexanders	1.0	0.3	0.24

Diversity and Density Metrics

Plant Type	Species Richness	Total Oz/Acre	Total Seeds/ft ²	% Mix by No. Seeds
Grasses, Sedges, Rushes	14	65.8	78	75.7
Forbs	13	14.3	25	24.3
Totals	27	80.1	103	100.0

EXHIBIT C

STORM WATER MANAGEMENT PLAN

	Homestead Maintenance Agreement	
Document Number	Document Title	
		Recording Area
		Return to: The Newport Group, LTD 8338 Corporate Drive Mount Pleasant, WI 53406
From part of 104-04-22-35-029-030		
Parcel Identification Numbers (PIN)		

To:

Lot 1 104-04-22-35-030-001
 Lot 2 104-04-22-35-030-002
 Lot 3 104-04-22-35-030-003
 Lot 4 104-04-22-35-030-004
 Lot 5 104-04-22-35-030-005
 Lot 6 104-04-22-35-030-006
 Lot 7 104-04-22-35-030-007
 Lot 8 104-04-22-35-030-008
 Lot 9 104-04-22-35-030-009
 Lot 10 104-04-22-35-030-010
 Lot 11 104-04-22-35-030-011
 Lot 12 104-04-22-35-030-012

Lot 13 104-04-22-35-030-013
 Lot 14 104-04-22-35-030-014
 Lot 15 104-04-22-35-030-015
 Lot 16 104-04-22-35-030-016
 Lot 17 104-04-22-35-030-017
 Lot 18 104-04-22-35-030-018
 Lot 19 104-04-22-35-030-019
 Lot 20 104-04-22-35-030-020
 Lot 21 104-04-22-35-030-021

Homestead
Storm Water Management Practice
Maintenance Agreement

Document Number

The Newport Group, LTD, 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.

Name and Return Address

The Newport Group, LTD
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.

104-04-22-35-029-030

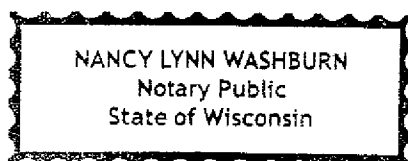
Parcel Identification Number(s) – (PIN)

Owner: Report Group LLC
Raymond C. Leffler

By: Raymond C. Leffler

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally came before me this 27th day of January, 2026 the above named Raymond C. Leffler, to me known to be the person who executed the foregoing instrument and acknowledged the same.



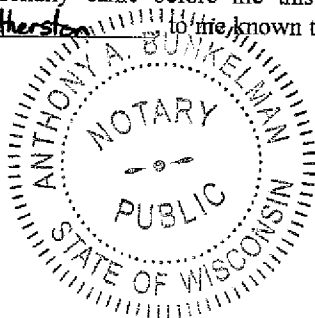
Nancy Lynn Washburn
Notary Public, State of Wisconsin
My Commission expires 3-8-2027

Village of Caledonia:

Thomas Weatherston
Village President

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally came before me this 30th day of March, 2026 the above named Thomas Weatherston, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Anthony A. Bunkelman
Notary Public, State of Wisconsin
My Commission July 26, 2027

Village of Caledonia:

[Signature]
Village Clerk

This document was drafted by:

Pinnacle Engineering Group
20725 Watertown Road
Suite 100
Brookfield, WI 53186

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: **Homestead**

Map Produced By: **Pinnacle Engineering Group**

Location: **That part of the Southeast 1/4 of Section 34, Township 4 North, Range 22 East, lying North of County Trunk Highway "K" and East of the Chicago and Northwestern Railway Company's right-of-way, Town of Caledonia, Racine County, Wisconsin.**

VILLAGE

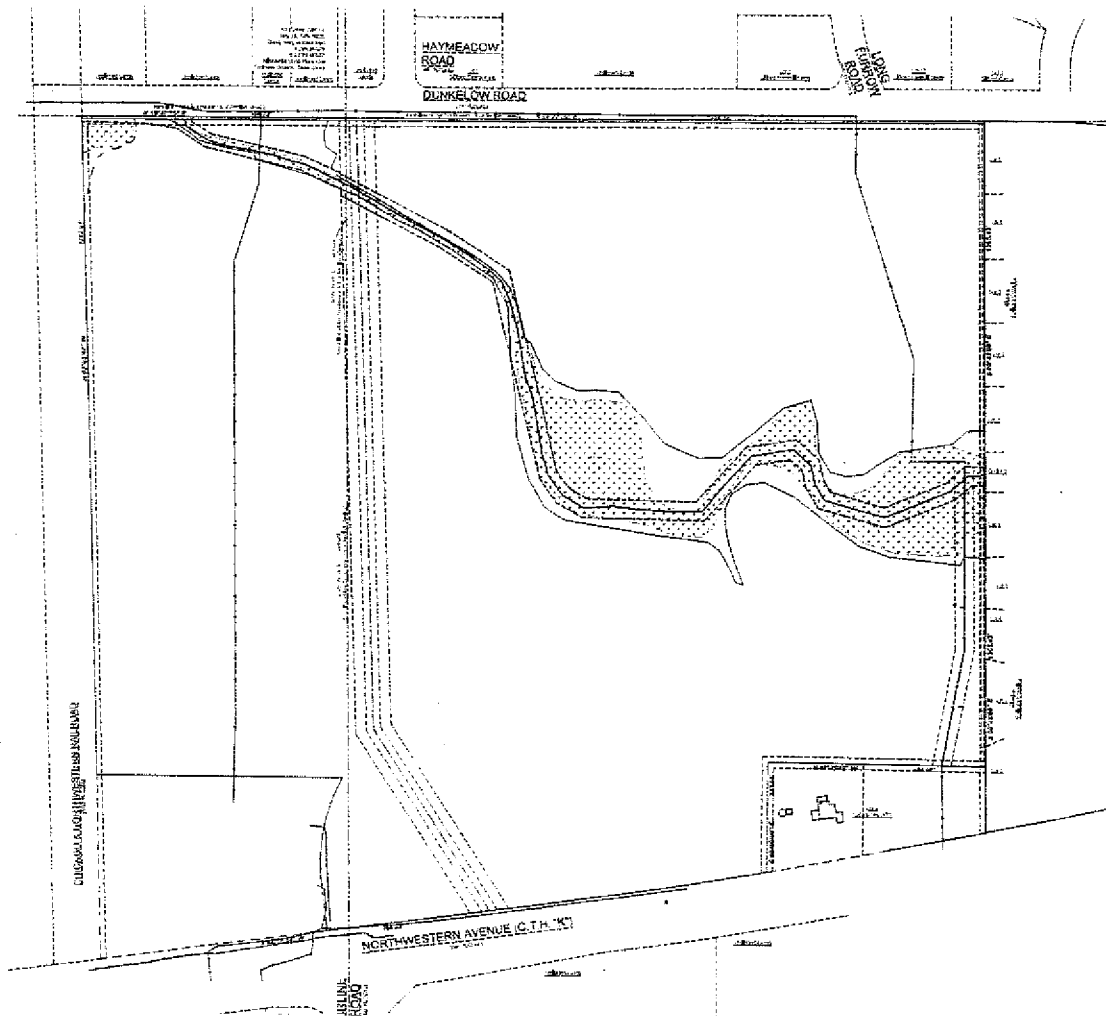


Exhibit B – Wet Pond Overall Drainage & Grading Plan

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: Homestead
Storm water Practices: Wet Pond 4
Location of Practices: Northwest Portion of Site

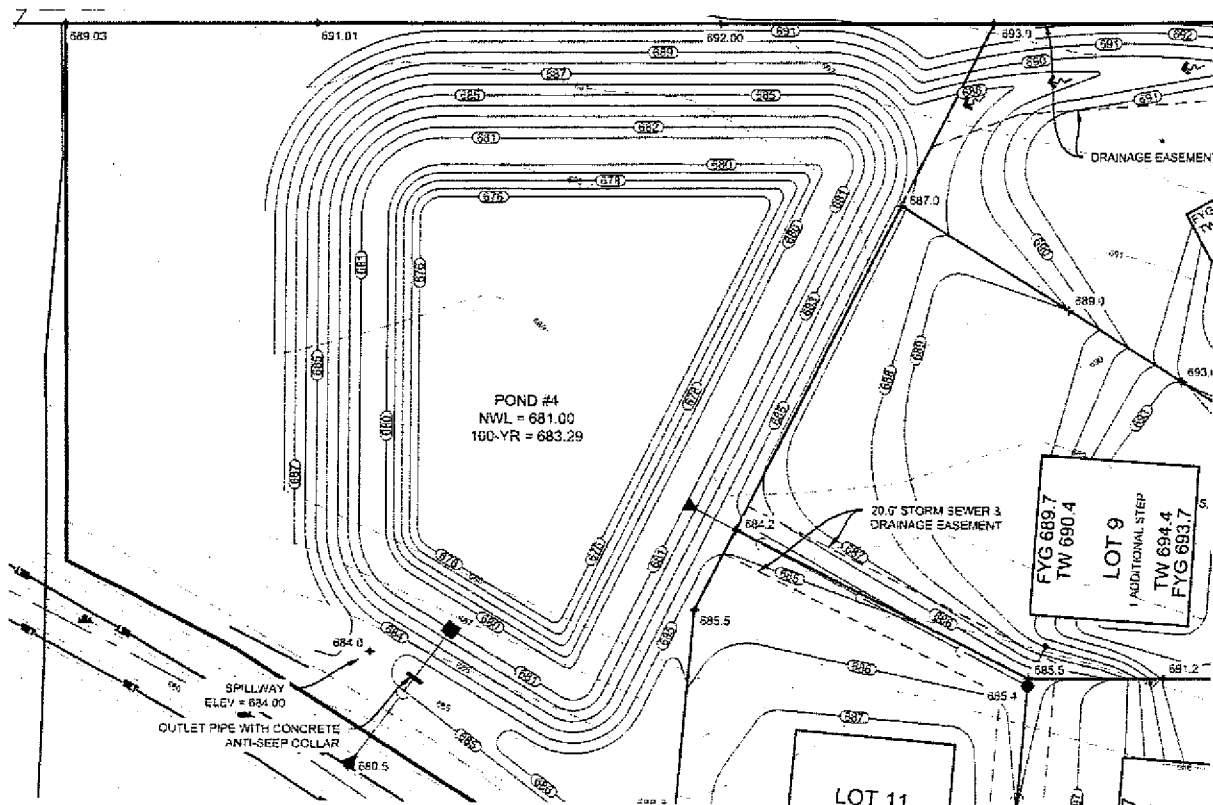


Exhibit B – Wet Pond Overall Drainage & Grading Plan

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: Homestead
Storm water Practices: Wet Pond 5
Location of Practices: Southeast Portion of Site

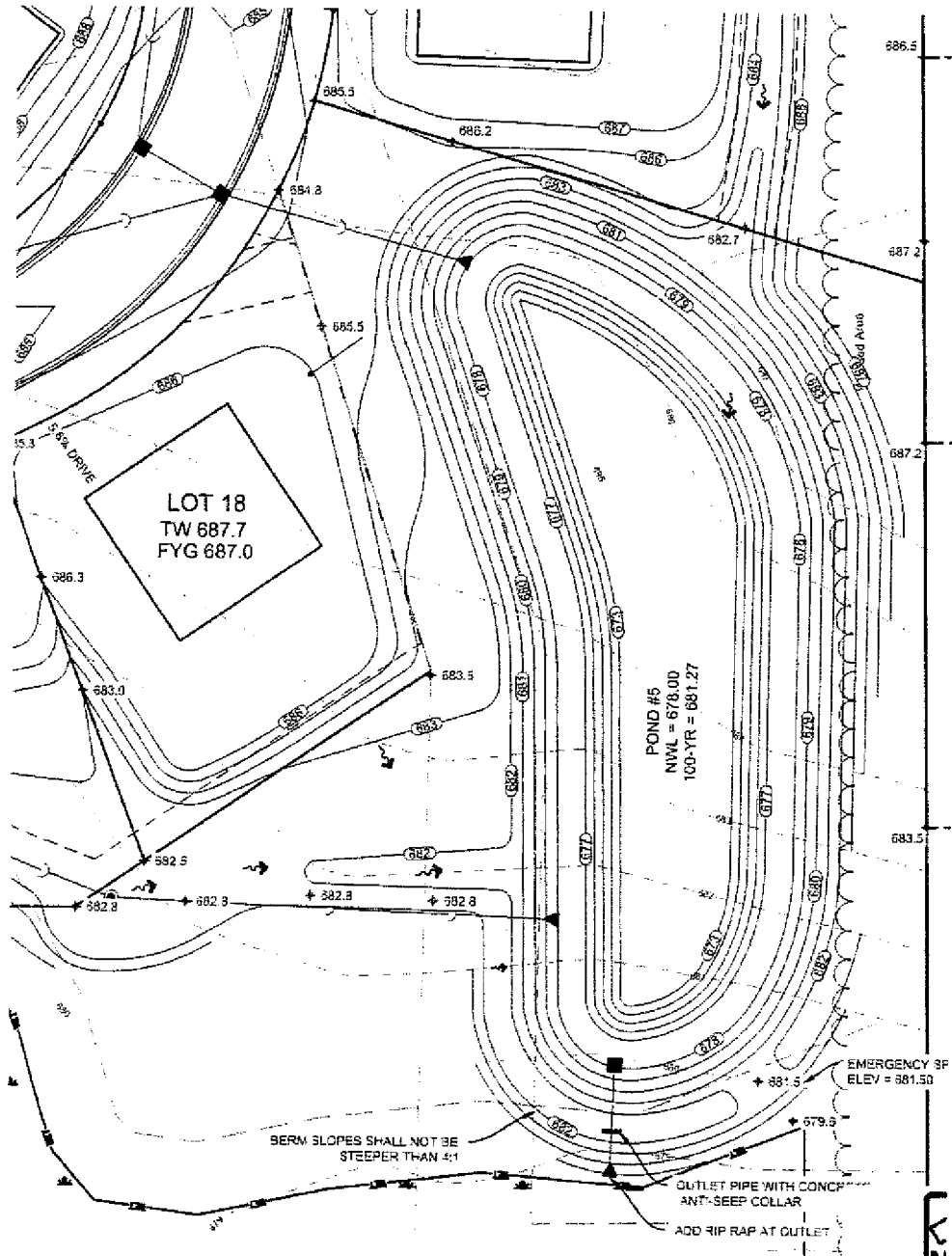


Exhibit C – Wet Pond Outlet Structure

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: Homestead
Storm water Practices: Wet Pond 4
Location of Practices: Northwest Portion of Site

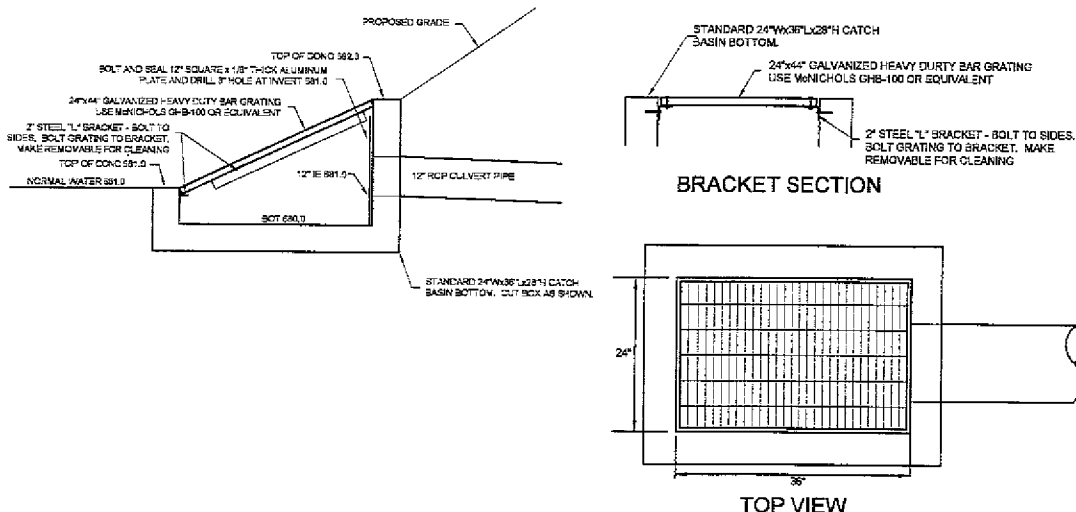
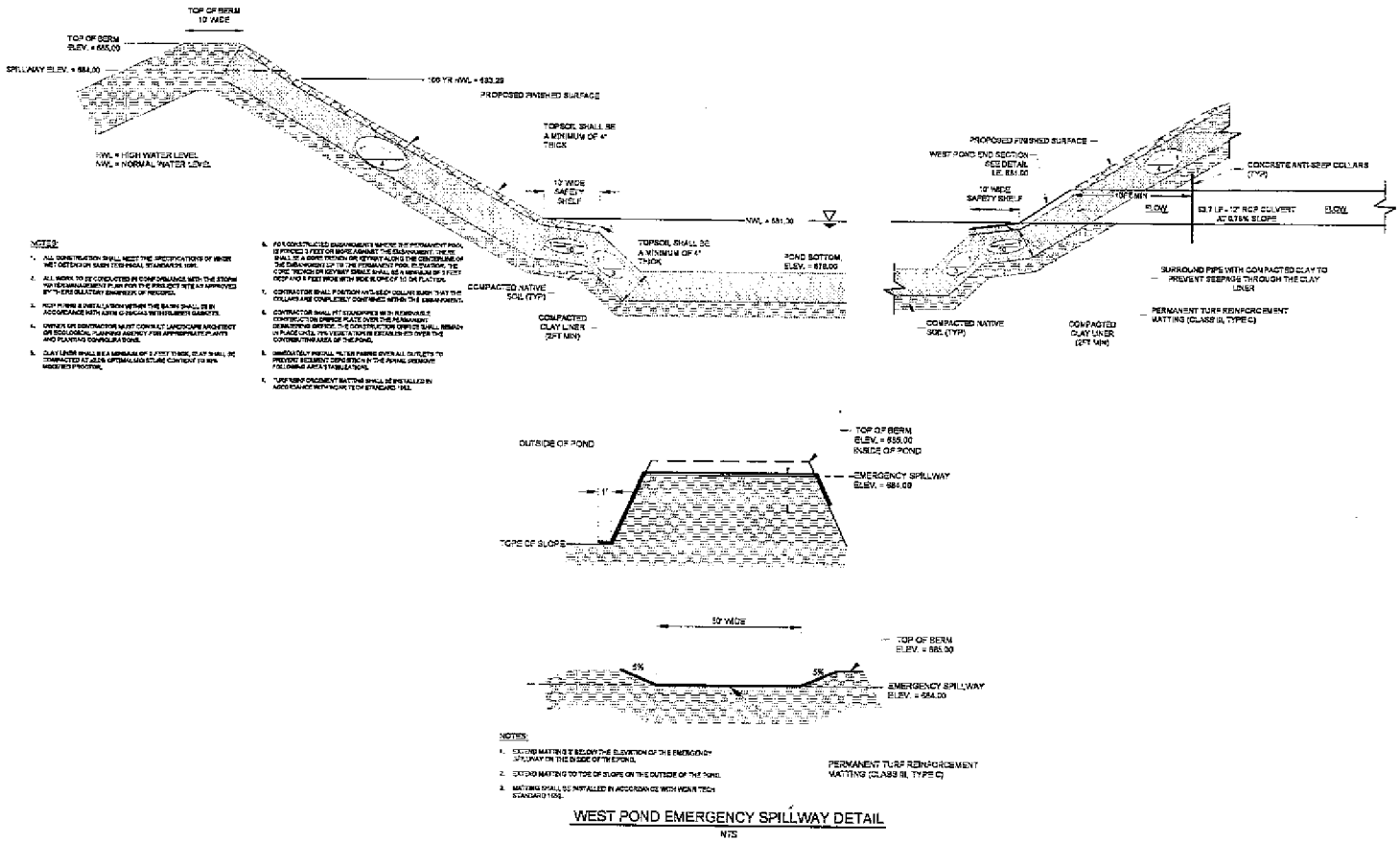


Exhibit C – Wet Pond Outlet Structure

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: Homestead
Storm water Practices: Wet Pond 5
Location of Practices: Southeast Portion of Site

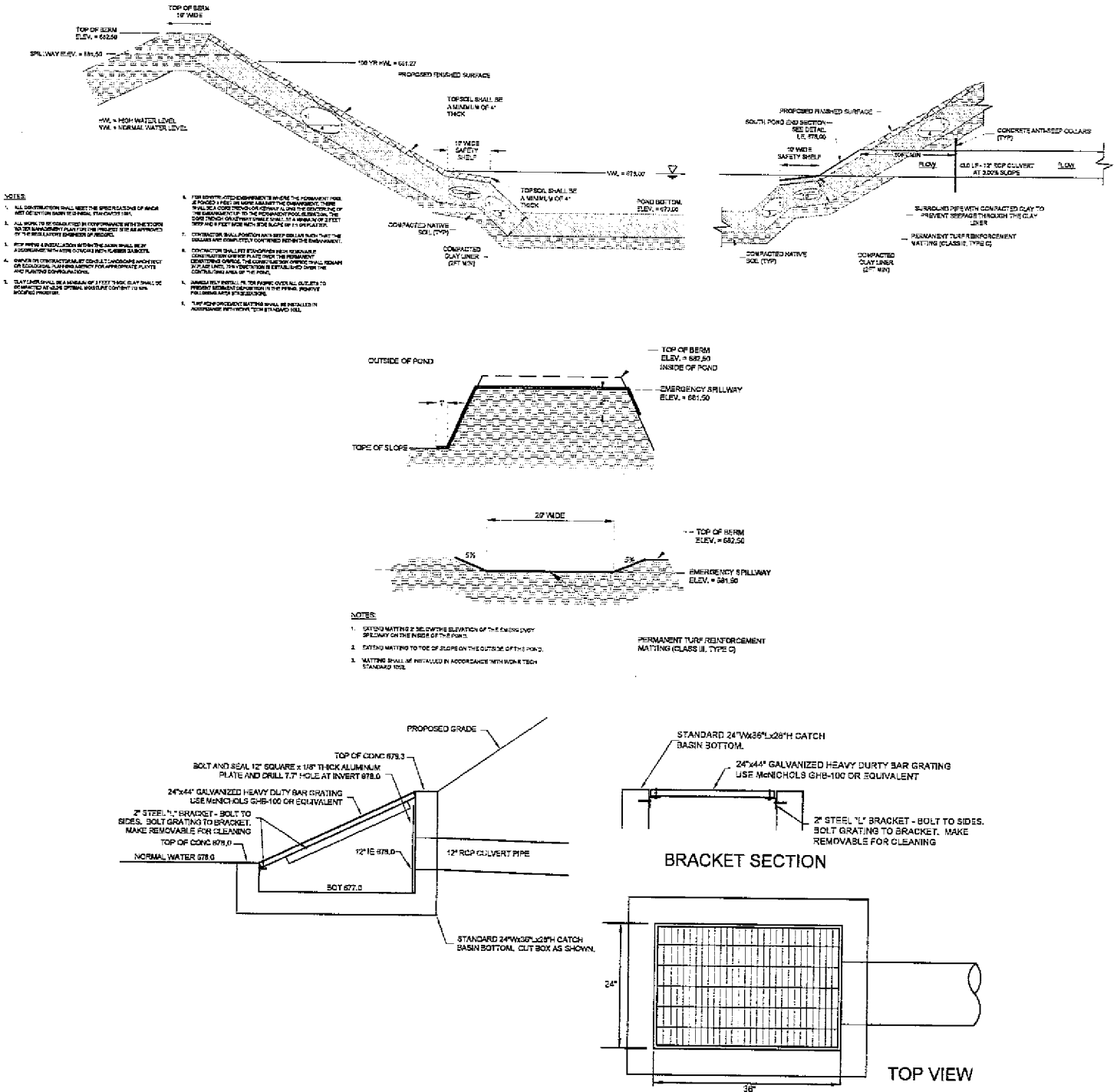


Exhibit D

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).

Homestead is a proposed subdivision development. The project is located on Dunkelow Road 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.

EXHIBIT D
APPROVED STREET TREE LIST

TOWN OF CALEDONIA RECOMMENDED STREET TREES

The trees listed as recommended by the Town of Caledonia will perform well when planted in the proper location in most instances. These are "low maintenance" trees suitable for parkways.

The following list includes trees which are acceptable as street trees. All trees must be single stem varieties. This list is not all-inclusive and there may be other trees that you may wish to consider for your parkway. If you would like to plant a tree not on this list, pre-approval from the Town Engineer is required. Remember, if you have overhead utilities present in the parkway, you must select a lower growing species.

Please contact the Town of Caledonia Engineer and review the Town of Caledonia Permit Regulations prior to purchasing or planting any tree in your parkway.

Large Trees (50'+) (prohibited under power lines)

American Linden (i.e. "Redmond")	Tilia Americana
Little Leaf Linden (several cultivars i.e. "Greenspire", "Glenteven")	Tilia Cordata
Green Ash (several cultivars i.e. "Marshall", "Summit")	Fraxinus Pennsylvanica
White Ash (several cultivars i.e. "Autumn Purple", "Autumn Applause")	Fraxinus Americana
Hackberry	Celtis Occidentalis
Kentucky Coffeetree	Gymnocladus Dioicus
Homestead Hybrid Elm	Ulmus "Homestead"
Northern Red Oak	Quercus Rubra
English Oak	Quercus Robur
Swamp White Oak	Quercus Bicolor
Armstrong Freeman Maple	Acer x Freemanil "Armstrong"
Skyline Honeylocust	Gleditsia Triacanthos "Skycole"

Medium Trees (30'-50') (contact the Town Engineer for use under power lines)

Imperial Honeylocust	Gleditsia Triacanthos "Imperial"
Norway Maple (several cultivars i.e. "Crimson King", "Emerald Queen")	Acer Plantanoides

Ginkgo (several cultivars i.e. "Autumn Gold",
"Princeton Sentry")

Hedge Maple

Katsura Tree

Yellowwood

Turkish Filbert

American Hophornbeam

Amur Corktree

Aristocrat Flowering Pear (or "Autumn Blaze")

Note: may be used under overhead lines

Ginkgo Biloba

Acer Campestre

Cercidiphyllum

Japonicum Tree Form

Cladrastis Kenlukea

Corylus Columa

Ostrya Virginiana

Phellodendron

Amurense

Pyrus Calleryana

"Aristocrat"

Small Trees (for use under overhead lines or any site)

Japanese Tree Lilac (several Cultivars i.e. "Ivory
Silk", "Regent")

Eastern Redbud

Amur Maple

Tatarian Maple

Serviceberry (several cultivars i.e. "Cumulas",
"Autumn Brilliance")

Thornless Cockspur Hawthorn

Flowering Crabapple (several cultivars i.e. "Red
Jewel", "Prairiefire")

Note: Make sure crabapple is disease resistant
like the two above

Syringa Reticulata

Cercis Canadensis

Acer Ginnala Tree Form

Acer Tataricum

Ameianchier Species

Crataegus Crus-Galli

Inermis

Malus Species

Unsuitable Species for Street Tree Use

Below are listed trees that have been proven "weed" species. Although these species may be suitable for lawns and parks, they do not perform well when placed in the parkway. Generally, these trees can not handle the rigors of living in a concrete encased "planting box" subjected to soil compaction, alkaline soils from winter salt or emissions from passing traffic, or they disrupt sewer lines, sidewalks or curbing, or are prone to storm damage or present a problem with fruit, seed or nut litter.

American Elm

Aspen

Boxelder

Buckthorn

Catalpa
Common Horsechestnut
Common Pear or Bradford Flowering Pear
Cottonwood
Hickory
Osage Orange
Pecan
Poplar
Red Elm
Russian Olive
Siberian Elm
Silver Maple
Tree of Heaven
Walnut
White Birch
Willow

Note: No coniferous (evergreen) trees may be planted in the Town of Caledonia parkways.

770272.001(133)
September 24, 2002

EXHIBIT E

PRESERVATION EASEMENT

Document Number	PRESERVATION EASEMENT Document Title
Recording Area	
Return to:	
Village Clerk Village of Caledonia 5043 Chester Lane Caledonia, WI 53402	
See Exhibit B to Preservation Easement	
Parcel Identification Numbers (PIN)	

PRESERVATION EASEMENT

This Preservation Easement ("Preservation Easement") is made by and between The Newport Group, LTD, a Wisconsin corporation ("Subdivider") and the Village of Caledonia, Wisconsin, a municipal corporation in Racine County, Wisconsin ("Village"). The Subdivider and Village are collectively referred to herein as the "Parties".

RECITALS

A. The Subdivider is the developer and owner of a subdivision project known as Homestead Acres Subdivision located in the Village ("Subdivision"). A copy of the Subdivision plat was recorded in the Office of the Racine County Register of Deeds on January 20, 2026, as Document Number 2719178 and is attached hereto as **Exhibit A** ("Plat").

B. Outlot 2 of the Plat is subject to this Preservation Easement and is legally described on **Exhibit B** attached hereto ("Easement Area").

C. As of the effective date of this Preservation Easement, the Subdivider is the fee simple title owner of the lands described in the Plat, including the Easement Area. An undivided 1/21st interest in Outlot 2 will be conveyed by the Subdivider upon the conveyance of each of the 21 lots of the Plat to the purchaser thereof (each a "Lot Owner" and collectively the "Lot Owners"). The ownership interest of each Lot Owner in Outlot 2 shall not be separated from the lot to which such undivided interest is appurtenant and shall be deemed to be conveyed and encumbered with such lot even if such undivided interest is not expressly mentioned or described in the conveyance document or other instrument.

D. Tri City National Bank holds a mortgage interest in the lands located within the Plat ("Mortgagee") and has subordinated its interest in the Easement Area to the rights of the Village as set forth in Paragraph 16.

E. Subdivider is willing to grant this Preservation Easement to the Village to protect environmentally sensitive areas and for the preservation of the common open space located within the Easement Area. The Easement Area will be maintained in accordance with the "Homestead Acres Open Space Stewardship Plan" prepared by Heartland Ecological Group dated September 5, 2025 ("Stewardship Plan"). The Stewardship Plan is attached hereto as **Exhibit C**.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby made a part of this Preservation Easement, and the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, and pursuant to the laws of the State of Wisconsin, the Parties hereto grant and agree as follows:

1. Grant of Preservation Easement. The Subdivider does hereby freely give, grant, assign and convey to the Village a perpetual Preservation easement over the Easement Area as set forth herein. This Preservation Easement constitutes a servitude upon the land within the Easement Area and runs with said land. The rights conveyed by this

Preservation Easement are those reasonably required to carry out the purposes and uses of the Easement Area permitted herein.

2. Purposes and Uses. The purposes and uses of this Preservation Easement are: (a) to retain and protect the Easement Area, assuring its availability for wetland and upland common open space use; (b) to protect natural resources, maintain and enhance water quality; and (c) to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. The Easement Area shall be used only as expressly provided in this Preservation Easement and the Stewardship Plan.

3. Prohibited Uses. Any activity on or use of the Easement Area inconsistent with, or that adversely affects, the purposes of this Preservation Easement is prohibited.

4. Reserved Rights. Except as otherwise set forth herein, the Subdivider reserves all rights accruing from any ownership or interest Subdivider has in the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area. Notwithstanding the foregoing, Subdivider shall not exercise Subdivider's reserved rights in any manner that adversely effects, is likely to adversely affect or is inconsistent with this Preservation Easement or the Stewardship Plan.

5. Implementation and Management of Easement Area. The land consisting of Subdivision and the owners of that land are subject to the Homestead Acres Restrictive Covenants dated [Insert Date] that were recorded with the Racine County Register of Deeds on [Insert Date] as Document No. [Insert Number] ("Restrictive Covenants"). The Restrictive Covenants provide for the formation of the Homestead Acres Homeowners' Association ("Association") and that under certain conditions the Subdivider may turn control and management of the Subdivision over to the Association, and upon said turnover, Subdivider will be released and forever discharged from any obligation or liability under this Preservation Easement except for matters arising prior to the date of turnover.

a. During the period prior to the Subdivider turning control and management of the Subdivision over to the Association, the Subdivider shall be responsible for funding and implementation of the Stewardship Plan and management of the Easement Area in accordance with the Stewardship Plan and otherwise maintain the Easement Area in accordance with this Preservation Easement. The Subdivider shall ensure that the Stewardship Plan has been implemented prior to turning control and management of the Subdivision over to the Association.

b. After control and management of the Subdivision has been turned over to the Association by the Subdivider, the Association, shall be responsible for funding and implementation of the Stewardship Plan and management of the Easement Area in accordance with the Stewardship Plan and otherwise maintain the Easement Area in accordance with this Preservation Easement in place of the Subdivider.

c. The Easement Area shall be managed in accordance with all applicable Village ordinances, including, but not limited to, the Village ordinances regulating weeds and those sections regulating maintenance of drainage easements.

6. Additional Rights of the Village. To accomplish the purpose of this Preservation Easement, the following additional rights are conveyed to the Village by this Preservation Easement:

a. To enter upon the Easement Area at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Preservation Easement and the Stewardship Plan; provided that such entry shall be upon prior reasonable notice to the Subdivider, and shall not unreasonably interfere with the Subdivider's activities in the Easement Area; and

b. To investigate any activity on or use of the Easement Area that is inconsistent with the purposes of this Preservation Easement or that the Village reasonably believes may violate this Preservation Easement and require the remediation of such areas or features of the Easement Area that may be damaged by any inconsistent activity, use, or violation.

7. Enforcement of the Restrictions.

a. The Association shall enforce the purposes and uses of the Preservation Easement with respect to the Lot Owners to ensure that the Lot Owners do not violate these restrictions and covenants or encroach upon the Easement Area

b. Village Enforcement Rights. The Village and the Lot Owners (individually, one or more, or collectively) may, but are not obligated to, enforce the restrictions and covenants of this Preservation Easement.

c. Costs of Enforcement. If a violation of the restrictions and covenants of this Preservation Easement is proven in a court of law, any costs incurred by the enforcing party (whether it be the Village, Lot Owners or Association) in enforcing the terms of this Preservation Easement including, without limitation, costs of litigation and reasonable attorneys' fees, and any costs of restoration necessitated by any violation of this Preservation Easement shall be borne by the entity then responsible for control and management of the Easement Area whether that be the Subdivider or the Association ("Responsible Entity") or in the case of a violation by the Lot Owner(s), then the Lot Owner(s) shall bear such costs.

d. Acts Beyond Control of Responsible Entity. Nothing contained in this Preservation Easement shall be construed to entitle the Village to bring any action against the Responsible Entity for any injury to or change in the Easement Area resulting from causes beyond the control of the Responsible Entity, such as, fire, flood, storm, and earth movement, or from any prudent action taken by the Responsible Entity under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes. In the event of acts beyond the Responsible Entity's control, the area that is destroyed shall, to the extent practical, be restored pursuant to the Stewardship Plan at the cost of the Responsible Entity or with the written consent of the Village (which consent will not be unreasonably withheld), and the altered area may be managed for its remaining

natural ecological value pursuant to a revised stewardship plan that reflects the altered condition of the land.

8. Annual Assessment and Updating of the Stewardship Plan. The Stewardship Plan referenced in this Easement contains a requirement that the company implementing the Stewardship Plan shall conduct an annual assessment of the Easement Area to ensure compliance with this Easement and the Stewardship Plan. A written summary and timeline of each task outlined in the then current year's assessment as outlined in the Stewardship Plan shall be provided to the Village and the Homeowners Association. If needed, the Responsible Entity and the Village shall meet to review findings and develop plans for any corrective action required. Written notice of the completion of any corrective action needed shall be provided by the Responsible Entity to the Village. Beginning January 1, 2031, if the Village reasonably determines that the then existing Stewardship Plan needs to be re-evaluated and updated, it will notify the Responsible Entity. The Responsible Entity will thereafter hire a qualified ecological consultant that is acceptable to the Village and Homeowners Association to re-evaluate and update the Stewardship Plan. The updated Stewardship Plan shall be subject to the approval of the Homeowners Association which thereafter will be responsible for funding and implementation of the updated Stewardship Plan and management of the Easement Area in accordance with the updated Stewardship Plan. Provided, however, beginning on January 1, 2031, the Responsible Entity shall not be required by the Village to reevaluate and update the Stewardship Plan more than once during any five-year period.

In the event the Village does not notify the Responsible Entity of any reevaluation needed, the Responsible Entity shall continue to protect and maintain the Easement area consistent with the existing Stewardship Plan. The Responsible Entity may contract with the company that implemented the initial Stewardship Plan to extend or renew the Stewardship Plan with the same goal and purpose of protecting and enhancing the Easement Area. A copy of any extension or renewal agreement shall be provided to the Village by the Responsible Entity.

9. Public Access. No right of access by the general public to any portion of the Easement Area is conveyed by this Preservation Easement.

10. Agreement Runs with the Land. This Preservation Easement and the provisions hereof shall be covenants running with the land and shall be binding on the present fee simple owners of the Subdivision for so long as they own any lot in the Subdivision, and upon their successors and assigns, except that this Preservation Easement shall no longer be binding upon the Subdivider after control and management of the Subdivision has been turned over to the Association as described in Section 5 above. It is hereby acknowledged that the covenants contained herein shall constitute a servitude upon the Easement Area and shall run with the land in perpetuity. A party's rights and obligations under this Preservation Easement terminate upon transfer of the party's interest in any lot in the Subdivision. The Village and any Lot Owner shall have the right to rerecord a copy of this Preservation Easement at any time, indicating as such that it is a true and correct copy of the original Preservation Easement.

11. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other party shall be in writing and either served personally or sent by certified mail, return receipt requested, addressed as set forth below or to such other address as the other party from time to time shall designate by written notice:

Village:
Clerk/Treasurer
Village of Caledonia
5043 Chester Lane
Caledonia, Wisconsin 53402
262-835-6414

Subdivider:
The Newport Group, LTD
8338 Corporate Drive, Ste. 300
Racine, Wisconsin 53406
262-898-7777

After control and management of the Subdivision has been turned over to the Association by the Subdivider, written notice of that change shall be provided by the Subdivider to the Village and the Association will provide an address for notices to the Village in writing.

12. Severability. If any provision of this Preservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Preservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

13. Amendment and Modification. This Preservation Easement and the Stewardship Plan may be amended, modified and supplemented only by written agreement of the Village and the Responsible Entity or their successors or assigns, provided that any such amendment shall not diminish the purposes of this Preservation Easement or affect its perpetual duration.

14. Entire Agreement. This Preservation Easement sets forth the entire agreement and understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior and current agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by the Parties or any officers, employees or representatives of either of the Parties.

15. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, corporation or entity, other than the Parties and their successors and assigns, and the Lot Owners (individually, one or more, or collectively), any rights or remedies under or by reason of this Preservation Easement. There are no other third-party beneficiaries to this Preservation Easement.

16. Subordination. The Mortgagee joins in this Preservation Easement for the sole purpose of consenting to and subordinating its interest to the rights of the Village hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Preservation Easement as of the ____ day of _____, 2026.

THE NEWPORT GROUP, LTD

By: _____
Raymond C. Leffler, President

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2026, Raymond C. Leffler, President of The Newport Group, LTD, to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.

Notary Public, State of Wisconsin
My commission expires: _____

3-25-2026

VILLAGE OF CALEDONIA

By: _____
Tom Weatherston, President

Attest: _____
Jennifer Bass, Clerk/Treasurer

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2026, Tom Weatherston, President and Jennifer Bass, Clerk/Treasurer of the Village of Caledonia, Wisconsin, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said village.

Notary Public, State of Wisconsin
My commission expires: _____

TRI CITY NATIONAL BANK

By: _____
John W. Kaldem, Sr. Vice President

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2026, John W. Kaldem, Senior Vice-President of Tri City National Bank, to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument was drafted by: Attorney Joseph J. Muratore on behalf of The Newport Group, LTD.

EXHIBITS

Exhibit A Plat
Exhibit B Legal Description of Easement Area
Exhibit C Stewardship Plan