

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 April 4, 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. Other than standard renewal updates, the Stewardship Plan may only be modified with the approval of the Village of Caledonia.

IV. SEVERABILITY

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

V. ARCHITECTURAL CONTROL COMMITTEE

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

Such plans and specifications shall be submitted to the Architectural Control Committee 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. The Architectural Control Committee may, at its 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 landscaping plans due to owner's or builder's inability to locate the Architectural Control Committee does not automatically constitute an acceptance of said building plans, site survey and/or landscaping plans.

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 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 \$5,848.00 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 or 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 or these Restrictive Covenants 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 and/or zoning 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. 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 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, 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 only that a Stewardship Plan be entered into. The Stewardship Plan is attached as Exhibit B.

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

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, it successors or assigns including the Homeowner's Association, fails to manage all or any portion 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.

The Outlot will be annually assessed to ensure compliance pursuant to the Stewardship

Plan 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, 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 or to pay the real estate taxes assessed against 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 66.60(16) of the Wisconsin Statutes. Similarly, any real estate taxes 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 an Outlot 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 will be posted with No Parking signs and shall not be used for parking of any type. 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. 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.

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.

XXXIII. MAILBOX / U.S. POSTAL SERVICE DELIVERY

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

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.

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. 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 _____ day of _____, 2025.

The Newport Group, Ltd.

By: _____
Raymond C. Leffler President

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this _____ day of _____, 2025, 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
Notary Public - State of Wisconsin
My Commission expires: _____

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 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	104-04-22-35-029-	LOT 13	104-04-22-35-029-
LOT 2	104-04-22-35-029-	LOT 14	104-04-22-35-029-
LOT 3	104-04-22-35-029-	LOT 15	104-04-22-35-029-
LOT 4	104-04-22-35-029-	LOT 16	104-04-22-35-029-
LOT 5	104-04-22-35-029-	LOT 17	104-04-22-35-029-
LOT 6	104-04-22-35-029-	LOT 18	104-04-22-35-029-
LOT 7	104-04-22-35-029-	LOT 19	104-04-22-35-029-
LOT 8	104-04-22-35-029-	LOT 20	104-04-22-35-029-
LOT 9	104-04-22-35-029-	LOT 21	104-04-22-35-029-
LOT 10	104-04-22-35-029-		
LOT 11	104-04-22-35-029-		
LOT 12	104-04-22-35-029-		

EXHIBIT B

STEWARDSHIP PLAN

EXHIBIT C

STORM WATER MANAGEMENT PLAN

EXHIBIT D

APPROVED STREET TREE LIST