

**RESTRICTIVE COVENANTS
FOR
CASCADE RIDGE SUBDIVISION**

Declaration of conditions, covenants, restrictions and easements regarding Cascade Ridge Subdivision, Village of Caledonia, Racine County, Wisconsin (the “Declaration”).

This declaration is made by NCS, LLC, hereinafter called “Developer”, as owner of certain real property in Racine County, Wisconsin:

WHEREAS, the Developer holds title to certain real estate located in the Village of Caledonia, Racine County, Wisconsin, (the “Village”) described in Exhibit A to this Declaration, which lands have been platted as Cascade Ridge 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 Cascade Ridge 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.

1. GENERAL PURPOSE

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

2. DEFINITIONS.

- A. Plat. The recorded final plat of the Subdivision.
- B. Homeowner's Association. The Cascade Ridge Homeowner's Association, Inc., a Wisconsin Non-Stock Corporation.
- C. Developer's Agreement. The Agreement between the Village and the Developer for the development of the Subdivision.
- D. Outlot(s). Outlots 1, 2 and 3 as identified on the Plat.

3. TERMINATION

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

- A. Execute a written document modifying, amending or rescinding these conditions, covenants, restrictions and easements or any one or more of them in whole or in part; and
- B. Record such document in the office of the Register of Deeds of Racine County, Wisconsin.
- C. Sections 3, 8, 14, 15, 19, 20, 21, 26, 28, 29, 31, 32, 33, 35, and 37 of these Restrictive Covenants are to be held in perpetuity and are not subject to termination, rescission, or modification as set forth in Paragraphs 3 (A) and 3 (B) above without the express written approval of the Village of Caledonia and /or Racine County, as applicable.

4. SEVERABILITY

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

5. ARCHITECTURAL CONTROL COMMITTEE

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

County is applied for. *Two* copies of the building plan, exterior color selections and survey are to be submitted to the Architectural Control Committee. Upon approval, one copy of the plan, exterior color selections and survey will be returned to purchaser and one copy will be retained by the Architectural Control Committee.

A. The design layout and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of compatible design and quality to existing homes in the Subdivision and will have no substantial adverse effect on the property values in the neighborhood.

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

C. The initial Architectural Control Committee is composed of Raymond C. Leffler.

D. The address of the Architectural Control Committee is:

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

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

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

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

6. DWELLING QUALITY

Residences shall have no more than two stories and shall include a full basement. An exposed basement shall not be considered to be a “story” for purposes of this section. Bi-level

and Tri-level homes are prohibited. The face of every outside wall of any residence, including chimney chases, shall be constructed of materials approved by the Architectural Control Committee. All residences shall have roofs constructed of dimensional shingles with not less than a 6" to 12" (6/12) pitch. All residences shall have some brick or stone on the front elevation (*minimum of 25% of 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 a minimum of one window, in an acceptable size as determined by the Architectural Control Committee, on every elevation. Architectural Control Committee may, in their sole discretion, require more than one window per 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)	2000 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 larger areas of walls, shall be in subdued colors.
- C. Secondary colors shall be compatible with the primary colors and be limited to Architectural details such as fascia, soffits, corner boards, frames, shutters, front door, etc.
- D. If the existing color is changed, all proposed exterior repainting must be submitted to the Architectural Control Committee for consideration and approval prior to changing.

7. LANDSCAPE ARCHITECTURAL CONTROL

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

8. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Village of Caledonia ordinances. The **front yard** building setback line for each lot in the Subdivision shall be **thirty-five (35)** 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 **seventeen (17)** feet with **a minimum of eight (8)** on one side and the **rear yard** setback shall not be less than **thirty-five (35)** feet.

9. GARAGES, DRIVEWAYS, AND LANDSCAPING

A minimum of a two (2) car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached by a breezeway. Nothing in this section shall be construed to prohibit the construction of an attached garage which is larger than the minimum required by this section (up to a three car garage allowable) provided such garage is constructed in conformity with local ordinance. **Detached garages of any size are prohibited.**

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

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

10. UTILITIES AND ANTENNAS

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

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

an Erosion Control Permit Fee.

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

11. SOLAR ENERGY

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

12. HEDGES AND FENCES

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

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

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

D. Fences are permitted in the subdivision, however, no fence shall be closer to the street than the rear foundation line of the residence. All fences must be approved by the Architectural Control Committee **prior** to installation. All fences shall conform to the Village of Caledonia fence ordinance. Chain link fencing is not allowed in the subdivision.

The planting of trees, landscaping, buildings, berms and fences are prohibited within all easement areas and right of ways.

13. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and

ordinary household pets. All lot owners shall abide by the Village of Caledonia Ordinance regarding pet ownership within the Village limits. Separate outbuildings or enclosures may be erected or kept upon a lot for the purpose of housing or restraining any animal or pet provided the location, design, construction and material for such structure is approved by the Architectural Control Committee. **Chain link dog runs are prohibited.**

14. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials which will give off odors of any kind, and all deposited fill materials shall be leveled immediately after completion of the building. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than four (4) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. The finished grade of any improved lot in the Subdivision shall comply with the Master Grading Plan on file with, and approved by the Village of Caledonia and Racine County. Changes to this covenant are only allowed with written Architectural Control Committee approval and may require the approval of the Village of Caledonia and Racine County. Prior to the conveyance of lots, the Developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected so that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications approved by, and on file with, the Village Engineer. Upon conveyance of individual lots, individual lot owners shall assume the responsibility for maintaining the erosion control measures put in place by the Developer. If individual lot owners fail to maintain said erosion control measures, for all periods of time for which the Developer retains any responsibility to the Village under the Developer's Agreement, the Developer shall have the right to enter upon any lot or common area in the Subdivision for the purpose of restoring the same or providing maintenance pursuant to the Conservation Easement and Stewardship Plan and as required by the Village and Land Trust, and pursuant to the Developer's Agreement. The Developer shall have no liability except as provided for under the Conservation Easement and the Developer's Agreement to any lot owner, or the Homeowner's Association, with respect to work required by the 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, 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 Conservation Easement and Stewardship Plan and as required by the Village and/or Land Trust, shall transfer to the Homeowner's Association. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of a building upon said lot and then only so much as is necessary and essential in the furtherance of such construction and in compliance with all applicable Village and County Ordinances. Any excess excavation of earth shall be removed from the building site, however, under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

15. SITE MODIFICATION

Clear cutting of trees on individual lots is hereby prohibited. Only those trees located within the proposed building pad, and a sufficient area on the lot surrounding said building pad to facilitate construction, shall be permitted to be removed. Any lot owner requesting to remove more trees than necessary for the construction of a residence must submit a written request, along with a site plan indicating the trees to be removed, and a reason for the request, to the Architectural Control Committee. Except for dead or dying trees, no trees may be removed without the express written consent of the Architectural Control Committee. Other than trees allowed to be removed during construction, each lot owner shall take all necessary measures to protect trees from damage during construction.

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

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

PLEASE SEE SECTION 28 - EASEMENTS

16. NOXIOUS ACTIVITY

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

17. SIGNS

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

18. SWIMMING POOLS

Swimming pools and spas are allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Village of Caledonia and Racine County. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation line of the principal structure. Above ground pools shall not be visible from the street. 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.

19. TREE AND BRUSH REMOVAL

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

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 any Outlots.

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

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

20. VEHICULAR STORAGE

FOR LOTS 1 THROUGH 6: 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.

FOR LOT 7: Outdoor storage of vehicles is permitted with the approval of the Village of Caledonia, however, any areas where outdoor storage may occur **MUST** be fully screened from view from Lots 1 through 6 and from abutting existing properties. Any screening installed must be either a fence approved by the Architectural Control Committee or by mature landscaping.

21. LOT AND OUTLOT MAINTENANCE

A. Lot Maintenance. Each vacant lot in the Subdivision shall be maintained by the owner of such lot so that the same lot shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant lot and the lot owner shall regularly mow the lot and comply with the Village of Caledonia and Racine County ordinances regarding weed control. Each lot owner, at the sole cost and expense of that lot owner, shall permanently maintain all storm water drainage ditches and swales (“drainage facilities”) located within the boundaries of that owner’s lot, if any. The drainage facilities shall be maintained so as to allow the free flow of surface water into, over, across and through the lot, all pursuant to the approved storm water drainage plan on file with the Village of Caledonia. All drainage facilities shall be maintained to the standards and specifications of the approved drainage plan. In the event that the Village Board of the Village of Caledonia, in its sole discretion, finds that a lot owner has failed to fulfill the maintenance obligations as stated herein and according to applicable ordinance, the Village of Caledonia may perform maintenance on the drainage facilities and shall then levy the cost thereof as a special assessment against the defaulting lot under the provisions of Sections 66.0627 and 66.0703 of the Wisconsin Statutes. The Subdivider, its successors and assigns, herewith grant to the Village of Caledonia, its agents and employees, a perpetual easement to enter upon all lots in the Subdivision for the purposes of maintaining storm water drainage facilities and any other utility located thereon pursuant to the terms herein stated. The dimensions of the various easements are set forth on the recorded plat for the Subdivision.

Upon purchase of a lot, all purchasers shall become responsible for the maintenance of their lot, including proper weed control and mowing. In the event the Homeowners Association deems it necessary to provide proper maintenance for an owner who is not maintaining their lot, the owner hereby acknowledges that they shall be responsible for any cost, including any administration fee charged by the Homeowners Association, that is incurred by the Homeowners Association. Failure to make payment for any invoice received from the Association within fifteen (15) days of receipt may result in a lien placed against the property.

B. Outlot Maintenance. The final plat for Cascade Ridge shows Outlots 1, 2 and 3. Outlot 1 shall be a landscaped lot which may, upon Developers sole discretion, contain a monument sign with the name of the subdivision. Outlot 2 is a stormwater retention basin. The Homeowners Association shall be required to manage and maintain all Outlots, including the Easement Areas. In addition, there is a landscape island in the cul-de-sac of Cascade Court

which shall be maintained by the Homeowners Association. Failure to manage and maintain the Outlots and landscape island will result in the Village of Caledonia taking action to enforce the maintenance of the outlots. The Village also has the right, upon the Homeowner's Associations or lot owners failure, to manage and maintain the Easement Areas and assess the individual lot owners for any costs

C. Easement Area Management and Maintenance. In the event the Developer, its successors and assigns, including the Homeowners Association, should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay for the regular management and maintenance required for its properties within the Subdivision, the Village of Caledonia may cause such management and maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Subdivision under the provisions of Section 66.0627 of the Wisconsin Statutes. Similarly, any unpaid balances, together with any penalties and interest thereon, may be collected by the Village of Caledonia as a special assessment against all of the properties in the Subdivision, or the Village of Caledonia may seek a mandatory injunction requiring the Homeowners Association to levy and collect assessments for such purpose.

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

22. COMPLETION OF CONSTRUCTION

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

23. TEMPORARY STRUCTURES

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

24. GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. To

insure the attractive appearance of the Subdivision, all equipment shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners. There shall be absolutely no dumping of trash or yard waste within any of the Outlots.

25. ACCESSORY OR UTILITY BUILDINGS

Subject to applicable Village of Caledonia ordinances, a single detached accessory building (not to exceed 12'x14') shall be permitted on lots in the Subdivision *provided that the design and location of the same are approved by the Architectural Control Committee and the Village of Caledonia and/or Racine County, if required, **prior to construction***, and provided that said building is not used for the storage of a motor vehicle (i.e. private passenger vehicle). Said accessory building shall be substantially the same as the residence on the lot including siding and roofing materials. A building permit will be required from the Village of Caledonia and/or Racine County prior to the construction of said accessory building. For purposes of this Section 25, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be constructed without prior approval of the Architectural Control Committee. However, the Village of Caledonia and Racine County permits, if required, are the responsibility of the lot owner.

26. 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.

No such modification(s) shall be made, however, without the prior written approval of the Village of Caledonia Village Board (upon review and recommendation of the Village of Caledonia Plan Commission), and Racine County.

27. ENFORCEMENT OF RESTRICTIONS

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

28. EASEMENTS

Easements have been reserved for various public and semi-public purposes on the

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

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

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

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

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

E. **Monument Sign and Landscaping Easement.** The Developer may, but is not required to, install a monument sign displaying the name of the subdivision in Outlot 1 in any location deemed acceptable by the Developer. Any monument sign installed shall be owned and maintained by the Homeowners Association. In addition, landscaping of the Outlot shall be maintained by the Homeowners Association and an easement is granted herewith to the Association for maintenance purposes.

F. **Easements to Run with the Land.** All right and easements described herein are perpetual rights and easements appurtenant to/and running with the land and shall be

binding upon and inure to the benefit of: (1) the Developer; and (2) the Homeowner's Association with respect to the easements over the Outlots.

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

29. OUTLOTS

The Plat for the Subdivision shows three (3) Outlots

Each owner of a lot in the Subdivision, with the exception of Lot 7, shall receive a 1/6th ownership interest in said Outlots. In addition, the Homeowners Association has been developed to protect and maintain said Outlots. **SEE SECTION 30 FOR HOMEOWNERS ASSOCIATION INFORMATION.**

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

30. HOMEOWNERS ASSOCIATION

Developer has formed the Homeowners Association for the owners of Lots 1 through 6 in the Subdivision. Lot 7 shall not belong to the Homeowners Association and shall not be subject to any of the association dues or expenses. The purpose of the Homeowners Association is to protect and maintain those areas within the Subdivision which are designated as Outlots and all landscaped parkways, boulevards and islands, and, if necessary, to maintain other easement areas designated by the Plat.

The initial Board of Directors shall consist of:

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

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

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

31. HOMEOWNERS ASSOCIATION RESERVE FUND & ANNUAL FEE

Upon the transfer of title from the Developer to the initial purchaser, for Lots 1 through 6 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 \$350.00 as a start-up fee. In addition, disclosure is made that the annual fee for the Homeowners Association shall be \$250.00, which shall be pro-rated based on the date of closing. The fee of \$250.00 per year shall be due and payable in advance on the 1st day of January of each year. The Homeowners Association may, from time to time, increase the annual fee after a majority vote of the lot owners at the annual Homeowners Association meeting, or at any special meeting called for this purpose. Written notice of any meeting by the Homeowners Association shall be mailed or delivered to the lot owners last known mailing address as recorded with the Village of Caledonia for tax purposes.

It is hereby disclosed that the amounts shown above for the annual association fee of \$250.00 and the initial start-up fee of \$350.00 are shown for informational purposes only. The Developer has the right to change the annual association fee and/or the initial start-up fee at any time prior to the transfer of ownership of any lot with no further authorization required. After the transfer of ownership of the first lot in the subdivision, the fees shown may only be changed as outlined in the By-Laws for the Cascade Ridge Homeowners Association.

32. SUMP PUMP COLLECTION SYSTEM

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

33. MAILBOX / U.S. POSTAL SERVICE DELIVERY

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

34. STREET TREES

The Village of Caledonia Subdivision Ordinance requires the installation of Street Trees within the subdivision. At the time of closing, the purchaser will be charged \$250.00 to

guarantee the installation of a street tree within the front yard, at a location approved by the Village of Caledonia, and of a species approved by the Village of Caledonia. The tree must have a trunk diameter of a minimum of 2" measured four (4) feet above the root ball. Weather permitting, said street tree shall be installed within 60 days of an occupancy permit being issued. Upon installation of the street tree, and verification by the Architectural Control Committee of the installation, the \$250.00 guarantee money shall be refunded to the purchaser. Requests for release of the guarantee money shall be directed, in writing, to the Architectural Control Committee as shown in Section 5. The Architectural Control Committee shall have **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.

Developer will be responsible for the planting of street trees within the Outlots and shall warrant the same for one year from the date of installation. After the warranty period, tree maintenance and, if necessary, replacement, shall become the responsibility of the Homeowners Association.

35. BASEMENT RESTRICTION

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

36. DEED RESTRICTION

The purchaser of Lot 7, their successors and assigns, hereby acknowledge that the final plat for Cascade Ridge contains a deed restriction prohibiting the removal of the forested area lying along the east property line and being approximately 164 feet wide. This deed restriction may not be modified or terminated, regardless of any vote by the Homeowners Association, without the express written approval of the Village of Caledonia and Racine County. This deed restriction shall run with the land and shall remain in perpetuity.

37. ASSIGNMENT OF RIGHTS

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

38. AGREEMENT TO TERMS

By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and the right of enforcement of this declaration as aforesaid. These Restrictions shall run with the land and shall inure to the benefit of the Village of Caledonia. These Deed Restrictions may only be amended with the written consent of the Village of Caledonia.

IN WITNESS WHEREOF, NCS, LLC. has caused these presents to be executed this _____ day of _____, 2018.

NCS, LLC

By: _____
Raymond C. Leffler Member

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this _____ day of _____, 20____, the above named Raymond C. Leffler, Member of NCS, LLC, to me known to be the persons who executed the foregoing instrument as an act of the corporation, by its authority.

*
Notary Public - State of Wisconsin
My Commission expires: _____

Exhibits Attached: Exhibit A - Legal Description
Exhibit B - Storm Water Management Practice Maintenance Agreement

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