

**RESTRICTIVE COVENANTS  
FOR  
STONE CREEK EAST SUBDIVISION**

Declaration of conditions, covenants, restrictions and easements regarding Stone Creek East Subdivision, Village of Raymond, Racine County, Wisconsin (the “Declaration”).

This declaration is made by U76, LLC, 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 Raymond, Racine County, Wisconsin, (the “Village”) described in Exhibit A to this Declaration, which lands have been platted as Stone Creek East 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 Stone Creek East 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 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; to secure and maintain proper setbacks from streets; and to preserve and maintain the natural beauty of certain open spaces.

II DEFINITIONS.

- A. Owner shall mean the owner of a lot within the lands known as Stone Creek East Subdivision.
- B. Plat. The recorded final plat of the Subdivision.
- C. Homeowner's Association. The Stone Creek East 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. Lot shall mean any parcel of land which a dwelling unit is permitted to be constructed whether described by metes and bounds or as a part of any subdivision of any part of the above described property, or any legally approved additions thereto.
- F. Outlot(s) shall mean any parcel of land other than a lot within the above described property, except any property dedicated or otherwise transferred to a governmental body. Also known as Outlot 1 as identified on the 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 thirty (30) 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 III, XIII, XIV, XVII, XX, XXV, XXVII, XXVIII, XXIX, XXX and XXXIII 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 Raymond.

#### 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 from the Village of Raymond is applied for.** *Two* copies of the building plan, two copies of the survey showing the building footprint and two copies of all exterior materials and colors, including color photos (if necessary) 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.

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 and one other party to be named.

D. The address of the Architectural Control Committee is:

8338 Corporate Drive, Suite 300  
Racine, WI 53406

E. Submissions for Architectural Control Committee approvals may be emailed to the Committee at rayleffler@hotmail.com. Emailed submissions must contain a legible copy of the complete building plans, a legible copy of the survey, exterior color selections for all exterior materials. Exterior color selections shall contain color photos of selections along with the color name and manufacturer. Incomplete submissions will be returned to the submitter and will not be considered received until such time as all information required has been received. Confirmation of receipt will be emailed once the Committee determines that all required information has been received.

F. 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.

G. 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 Raymond and in the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with.

H. 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

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 30-year warranted dimensional asphalt shingles, cedar shakes, slate tile or equivalent 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 including return walls 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 two windows, in an acceptable size as determined by the Architectural Control Committee, on every elevation. ***Please note: Vinyl siding of any type is not allowed other than for soffit & fascia areas.***

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

1 Story (Ranch Style)	1900 sq. ft. minimum
2 Story (Traditional)	2300 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	2300 sq. ft. minimum

1 ½ Story or 2 Story homes must have a minimum of 1200 sq. ft. on the first floor.

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.

*The above size requirements exceed the minimum square foot requirements by the Village of Raymond. The more restrictive requirements contained herein shall prevail.*

## 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 Raymond ordinances. No structure or part thereof erected upon any **corner lot** in the Subdivision may be erected nearer than fifty (**50**) 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 *fifty (50)* feet from the front lot line for Lots 1, 2, 6 and 7 and **seventy-five (75)** feet from the front lot line for Lots 2, 3, 4, 5 and 6 unless written approval is received from the Architectural Control Committee. The **side yard** setback shall not be less than *fifteen (15)* feet on either side and the **rear yard** setback shall not be less than *fifty (50)* feet.

NOTE: Lots 2 and 6 have variable front yard setback requirements. Please refer to the final plat.

## VIII. GARAGES, DRIVEWAYS, AND LANDSCAPING

Every residence shall have a garage. No garage shall be larger than necessary to accommodate four (4) cars, nor smaller than necessary to accommodate two (2) cars. Each garage shall be attached to a residence either forming an integral part of the residence or by way of attachment to porches or breezeways not to exceed twenty (20) feet in length; except that such attachment may be waived in the sole discretion of the Architectural Control Committee for special landscaping or architectural purposes. ***See Section XXIV for Outbuildings.***

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.

#### 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 36" in diameter and shall not be visible from the street. There shall be no free-standing tower type antennas allowed in the subdivision.

#### 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 location of the fence and the type of material used to construct said fencing. **Chain link and galvanized steel fencing is prohibited.**

## 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 Raymond 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; FINISH GRADE

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, however, no topsoil shall be removed from the property without approval from the Village of Raymond Highway Superintendent and Village Engineer. 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 with, and approved by the Village of Raymond. Changes to this covenant are only allowed with written Architectural Control Committee approval and may require the approval of the Village of Raymond. Prior to the conveyance of lots, the Developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected so that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications approved by, and on file with, the Village Engineer. Upon conveyance of individual lots, individual lot owners shall assume the responsibility for maintaining the erosion control measures put in place by the Developer. If individual lot owners fail to maintain said erosion control measures, for all periods of time for which the Developer retains any responsibility to the Village under the Developer's Agreement, the Developer shall have the right to enter upon any lot or common area in the Subdivision for the purpose of restoring the same or providing maintenance as required by the Village and pursuant to the 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 Raymond 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 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 Ordinances. Under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee and the Village of Raymond.

Each lot owner must strictly adhere to and finish grade its lot in accordance with the Grading Plan or any amendment thereto approved by the Village of Raymond Engineer on file in the Office of the Village of Raymond Clerk. The Developer and/or the Village of Raymond and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

#### 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 by the Developer and the Village of Raymond.

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 Raymond Village Board (upon review and recommendation of the Village of Raymond 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; 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 of a size no larger than 24 inches by 36 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.

## XVII. SWIMMING POOLS / RECREATIONAL EQUIPMENT

No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained on any Lot nearer to the street line than the rear foundation line of the principal structure. No swimming pool shall be constructed or maintained above the surface of the ground. Temporary above ground pools (e.g. inflatable pools) shall be allowed but shall only be in place for use during the Summer swimming months, for a maximum of three months in any 12 month period. The construction or placement of any permanent pool (i.e. not taken down after the Summer swimming season) is subject to approval by the Architectural Control Committee. No swimming pool shall have any connection with the sewage system. Other than the temporary above ground pools mentioned above, permanent above ground pools are prohibited.

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 front and 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 any Outlot.

**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. Outdoor storage of **any** vehicle with advertising of any type (other than car dealer emblems) is prohibited. Any such vehicle must be enclosed within a garage. No driveway apron may be constructed for the storage of any vehicle or trailer.

**XX. LOT AND OUTLOT 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 Raymond ordinances regarding weed control.

Outlot 1 contains an area which has been designated as a “Entrance Sign Easement” area, which is shown on the final Plat for the Subdivision. The Homeowner’s Association shall be required to maintain the landscaping within the easement area (for example, cutting the grass and weeding any planting beds).

Outlot Easement Maintenance. 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 these Restrictive Covenants or to pay for the regular maintenance required for its properties within the Subdivision, the Village of Raymond 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 Raymond as a special assessment against all of the properties in the Subdivision or the Village of Raymond may seek a mandatory injunction requiring the Homeowner’s Association to levy and collect assessments for such purpose. This paragraph refers to the maintenance of the stormwater retention basin located within Outlot 1.

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

## 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, 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 Raymond 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.

## 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 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.

## XXIV. ACCESSORY OR UTILITY BUILDINGS

Subject to applicable Village of Raymond ordinances, a single detached accessory building 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 Raymond.* A building permit will be required from the Village of Raymond prior to the construction of said accessory building.

Current zoning ordinances shall dictate the allowable size for an accessory building. Sizes are based upon the size of the individual lot and may vary from lot to lot. It shall be buyers sole responsibility to verify with the Village of Raymond as to the permitted size as to buyers lot. Developer makes no warranties, express or implied, as to any particular size outbuilding being permitted.

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 Raymond 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.

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

## 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 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. **Entry Sign Easement.** Outlot 1 contains an area which has been designated as an "Entry Sign Easement" area, which is shown on the Plat for the Subdivision. The Homeowner's Association is required to maintain the landscaping within the easement area (for example, cutting the grass and weeding any planting beds as required by the Village).

B. **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, easements and rights-of-way over, across and through Outlot 1 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 Raymond 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.

C. **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 Outlot 1 for purposes of: (i) constructing and maintaining improvements and amenities as provided for in this Declaration; (ii) making underground or above ground utility connections; and (iii) any other reasonable use consistent with this Declaration.

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

E. **Easement for the Maintenance and Management of Outlots.** Developer hereby reserves for itself and for the Homeowner's Association the right to manage and maintain Outlot 1.

F. **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.

G. **Preservation Easements and Wetlands.** Lands lying within any designated Preservation Easement (secondary environmental corridor and/or wetlands as identified on the Final Plat as Outlot 1) 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 "buffer" zone that may range from ten (10) feet to fifty (50) feet 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 Raymond Village Board (upon review and recommendation of the Village of Raymond Plan Commission).**

## XXVIII. OUTLOTS

Each owner of a lot in the Subdivision receives a 1/7th common ownership interest in Outlot 1. The developer and all subsequent owners warrant and represent that said outlot for

assessment purposes will have no value per se, and the 1/7th interest in said outlot would be assessed with each of the buildable lots.

In the event said outlot is not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/7th per buildable lot, of the taxes due on said outlot. In the event that these taxes are not paid, the Village of Raymond 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 Outlot. SEE SECTION XXX 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 Raymond Village Board (upon review and recommendation of the Village of Raymond Plan Commission).**

#### XXIX. OUTLOT, DETENTION PONDS, AND ENTRY MONUMENT MAINTENANCE

Detention Ponds: The subdivision contains a detention pond for stormwater management purposes. This pond is considered a "wet" pond and is located in the Outlot area of the subdivision. Maintenance and long term monitoring and upkeep of this pond shall be the responsibility of the Association in perpetuity. This pond is not designed for swimming and the Association hereby forbids, in perpetuity, swimming, wading, etc. in the detention pond.

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

Outlot and Easement Maintenance. In the event the Homeowner's Association should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants the Village of Raymond 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.

Entry Monument: At the discretion of the developer, an entry monument may be erected at the entrance of the subdivision, which, if installed, shall be located within Outlot 1, but shall be outside of any road right-of-way. Upon completion of the installation of any entry 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 entry signage.

#### XXX. 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 Outlot 1, including obtaining the necessary insurance, landscape plantings, entry monument and maintenance, enforcement of restrictive covenants and, if necessary, to maintain other easement areas as designated by the final plat.

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.

#### XXXI. 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 an annual fee for the Homeowner's Association shall be determined prior to the sale of any lot and shall be provided to purchasers prior to sale. 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 Village of Raymond for tax purposes.

#### XXXII. MAILBOX / U.S. POSTAL SERVICE DELIVERY - STREET TREES - ADDRESS SIGNS AND LAMP POSTS

MAILBOXES: Purchasers of lots within the Stone Creek East 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 or 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. Each mailbox will carry the house number only. Additional items such as owner's names, personalization and/or decoration will not be permitted.

Each lot owner is responsible for maintaining their mailbox in the common design and in the required location as established by the Developer. Such design may be changed by the

Developer if required. The Developer may establish the original common mailbox design and required location, and will require the original lot purchaser to purchase said mailbox and pay for its installation, at a reasonable cost established by the Developer at the time of closing at an amount to be provided and disclosed in the Offer to Purchase and will be charged to the buyer at the time of closing. This charge is only applicable on the sale of the lot from the Developer to the initial purchaser.

**STREET TREES:** The Developer is requiring the installation of street trees within the subdivision. At the time of closing, the purchaser will be charged \$750.00 to guarantee the installation of a street tree within the front yard, at a location approved by the Architectural Control Committee. Weather permitting, said street tree shall be installed by the Lot Owner 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 \$750.00 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 Architectural Control Committee.

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 Homeowner's Association.

**ADDRESS SIGNS:** All lot owners shall pay to the Village of Raymond, at the time of issuance of a building permit, the amount required for purchase and installation of the Village's uniform address signs and installation shall be carried out by the Village, unless otherwise approved by the Village.

**LAMP POSTS:** Each lot owner shall install a column mounted, sensor controlled, electric coachlamp at such time as a home is constructed on the Lot. Coach lamps installed under this paragraph shall be located within ten feet (10') of the street right-of-way. Nothing in this paragraph shall be construed to prevent the installation of more than one light fixture. The coach lamps shall be purchased from the Developer at the time of closing in an amount to be provided and disclosed in the Offer to Purchase and will be charged to the buyer at the time of closing. Each owner is responsible for maintaining their light post in the common design and in the required location as established by the Developer. Such design may be changed by the Developer if required.



XXXIII. RESTRICTED/PROHIBITED VEHICULAR ACCESS

All Outlots shall have restricted vehicular access to any streets within the Subdivision except for maintenance vehicles and farm equipment required to maintain or repair landscaping or perform any duties required. There shall be no vehicular access to Highway U.

XXXIV. WATER & WASTEWATER SERVICES

All lots within the subdivision shall be serviced by individual private wells. All wells shall be installed by a licensed well driller and shall be registered with the State of Wisconsin as required by state law. All installation, maintenance, repair and replacement costs for each well shall be borne solely by the individual lot owner.

All lots within the subdivision shall be serviced by individual sanitary disposal systems. The installation, maintenance, repair and replacement costs shall be the sole responsibility of the Lot Owner. The systems shall be inspected annually by a qualified consultant with a written report being delivered to the Association and the Village of Raymond. The Village of Raymond shall have no ownership interest in and no responsibilities for any well or system. The Association shall become a member of Diggers Hotline to ensure the integrity of the disposal systems.

XXXV. 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.

XXXVI. RURAL AREA WARNING

The Development is located in a rural area that is adjacent to agricultural lands and active farm operations. Purchasers are hereby informed that farming operations do involve long hours of work, dust from harvesting and discing, odors from farm animals, and the movement of slow-moving farm equipment along the adjacent highways. Purchasers of Lots within the Development agree that they will take no actions to interfere with the existing farming operations adjacent to the Development, including any future expansions of farm animals, structures, or general farming operations.

XXXVII. 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.

