

RESTRICTIVE COVENANTS

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JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

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Lots 1 through 27 together with Outlots 1, 2, 4, and 5, Wooded Valley Estates South being a part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 13, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin.

Name and Return Address

The Newport Group, Ltd
6949 Mariner Drive
Racine, WI 53406

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Tax Key Numbers:

- Lot 1 104-04-22-13-017-010
- Lot 2 104-04-22-13-017-020
- Lot 3 104-04-22-13-017-030
- Lot 4 104-04-22-13-017-040
- Lot 5 104-04-22-13-017-050
- Lot 6 104-04-22-13-017-060
- Lot 7 104-04-22-13-017-070
- Lot 8 104-04-22-13-017-080
- Lot 9 104-04-22-13-017-090
- Lot 10 104-04-22-13-017-100
- Lot 11 104-04-22-13-017-110
- Lot 12 104-04-22-13-017-120
- Lot 13 104-04-22-13-017-130
- Lot 14 104-04-22-13-017-140
- Lot 15 104-04-22-13-017-150
- Lot 16 104-04-22-13-017-160
- Lot 17 104-04-22-13-017-170
- Lot 18 104-04-22-13-017-180
- Lot 19 104-04-22-13-017-190
- Lot 20 104-04-22-13-017-200
- Lot 21 104-04-22-13-017-210
- Lot 22 104-04-22-13-017-220
- Lot 23 104-04-22-13-017-230
- Lot 24 104-04-22-13-017-240
- Lot 25 104-04-22-13-017-250
- Lot 26 104-04-22-13-017-260
- Lot 27 104-04-22-13-017-270

Parcel Identification Number (PIN)

**RESTRICTIVE COVENANTS
FOR
WOODED VALLEY ESTATES SOUTH**

Declaration of conditions, covenants, restrictions and easements regarding Wooded Valley Estates South Subdivision, Village of Caledonia, Racine County, Wisconsin (the "Declaration").

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

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 Wooded Valley Estates South 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 Wooded Valley Estates South 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; and to secure and maintain proper setbacks from streets.

II DEFINITIONS.

- A. Conservation Easement. Easement attached hereto as Exhibit "B" and incorporated herein by reference to protect open space and environmentally sensitive areas located on Outlots 1, 2, 4 and 5 of the Plat and pursuant to the Stewardship Plan.
- B. Land Trust. The Kenosha/Racine Land Trust, Inc., the holder of the Conservation Easement.
- C. Stewardship Plan. The Conservation and Stewardship Plan for the Subdivision prepared by Thompson & Associates dated February 13, 2006 as revised May 12, 2006 and September 5, 2006, a copy of which is attached hereto as Exhibit "C".
- D. Plat. The recorded final plat of the Subdivision.
- E. Homeowner's Association. The Wooded Valley Estates South Homeowner's Association, Inc., a Wisconsin Non-Stock Corporation.
- F. Developer's Agreement. The Agreement between the Village and the Developer for the development of the Subdivision.
- G. Outlot(s). Outlots 1, 2, 4 and 5 as identified on the Plat.

III. TERMINATION

Except as otherwise specifically stated, the restrictions shall 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 I, II, III, VII, XIII, XIV, XX, XXI, XXVI, XXVII, XXVIII, XXIX, XXX, XXXI, and XXXIX of these Restrictive Covenants and the Grant of Conservation Easement and Stewardship Plan 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 Racine County, The Village of Caledonia and the Land Trust.

D. See Section XXVI (Modification) for limits on provisions contained herein that may not be terminated or modified.

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 and approved before a building permit from the Village of Caledonia or a Zoning Permit from Racine County is applied for.** Two copies of the building plan and two copies of the survey are to be submitted to the Architectural Control Committee. 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.

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:

6949 Mariner Drive
Racine, 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 remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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

H. This Subdivision is subject to all Village and/or County regulations regarding conservation Subdivisions, including adherence to the Conservation Easement and Stewardship Plan (referenced elsewhere in these Restrictions). Buyer acknowledges that the Architectural Control Committee cannot grant any exception which would violate these regulations.

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 dimensional shingles with not less than a 6" to 12" (6/12) pitch. All residences shall have some a **minimum** of thirty (30) percent brick or stone on the front elevation unless brick or stone would be contrary to the design of the home, and shall be approved by the Architectural Control Committee. The Architectural Control Committee retains the right to require more than the minimum for brick or stone on the front elevation in their sole discretion. All residences shall have a minimum of one window, in an acceptable size as determined by the Architectural Control Committee, on every elevation. All requirements of the Architectural Control Committee shall be final.

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

1 Story (Ranch Style)	1700 sq. ft. minimum
2 Story (Traditional)	2000 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	1850 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. The Village of Caledonia requires a minimum of 1000 sq. ft. of first floor living space.

VII. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Village of Caledonia ordinances. No structure or part thereof erected upon any *corner lot* in the Subdivision may be erected nearer than *thirty (30)* 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 *thirty (30)* feet from the front lot line unless written approval is received from the Architectural Control Committee. The *side yard* setback shall not be less than *nine (9)* feet on one side and *eight (8)* feet on the other side and the *rear yard* setback shall not be less than *thirty (30)* feet.

VIII. 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 four 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.

IX. UTILITIES AND ANTENNAS

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

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. In accordance with the Village of Caledonia Conservation Subdivision Ordinance, no perimeter fencing is allowed within the subdivision. In the event the Caledonia Conservation Subdivision Ordinance is ever amended or modified to allow fencing within a Conservation Subdivision, fences would be permitted only with the approval of the Architectural Approval Committee as to location and materials. Absolutely no chain link fencing will be permitted.

XII. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. All lot owners shall abide by the Village of Caledonia Ordinance regarding pet ownership within the Village limits. Separate outbuildings or enclosures may be erected or kept upon a lot for the purpose of housing or restraining any animal or pet provided the location, design, construction and material for such structure is approved by the Architectural Control Committee. **Chain link dog runs are prohibited.**

XIII. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials which will give off odors of any kind, and all deposited fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Construction activities related to improvements upon any lot shall not spill over or occur on any outlot within the Subdivision. 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. Changes to this covenant are only allowed with written Architectural Control Committee approval and may require the approval of the Village of Caledonia. Prior to the conveyance of lots, the Developer shall cause all grading, excavations, open cuts, side slopes, and

other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected so that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications approved by, and on file with, the Village Engineer. Upon conveyance of individual lots, individual lot owners shall assume the responsibility for maintaining the erosion control measures put in place by the Developer. If individual lot owners fail to maintain said erosion control measures, for all periods of time for which the Developer retains any responsibility to the Village under the Developer's Agreement, the Developer shall have the right to enter upon any lot or common area in the Subdivision for the purpose of restoring the same or providing maintenance pursuant to the 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, or the Homeowner's Association, the Developer shall have the right to recover its costs from said owner or the Homeowner's Association. After the Developer's responsibility under the Developer's Agreement has expired, the right to enter upon any lot or common area to restore same, or provide maintenance 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. Under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

XIV. SITE MODIFICATION

Portions of the Subdivision are located within wetlands areas and conservation areas as indicated on the Plat. Each lot shall be developed in conformity with all applicable laws and ordinances regarding these environmentally sensitive areas and the Conservation Easement. Any proposed site grade modification must be approved by the Architectural Control Committee. In no case shall any site modification occur on any Outlots unless specifically authorized in the Conservation Easement and Stewardship Plan.

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 4" (four inches) 6' (six 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).

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 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.

XVII. 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 are prohibited in the Subdivision.*

XVIII. TREE AND BRUSH REMOVAL

Clear cutting of trees on individual lots, or within outlot areas, is specifically prohibited. The Developer acknowledges some trees will 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 are cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within ninety (90) 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.

PLEASE SEE SECTION XXI (PRIMARY & SECONDARY ENVIRONMENTAL CORRIDOR AND WETLANDS WITHIN THE SUBDIVISION) FOR MORE INFORMATION.

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

This paragraph shall run with the land and may not be altered without the prior approval of the Village of Caledonia.

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

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.

Entry Sign Maintenance. The Homeowner's Association shall be required to maintain the landscaping around the sign (for example, cutting the grass and weeding any planting beds). Failure to maintain the landscape area within the Outlot may result in the Land Trust and/or Village of Caledonia maintaining said landscape and assessing the individual lot owners for any costs pursuant to the Conservation Easement. Maintenance of the Entry Sign landscape shall be subject to any restrictions contained in the Grant of Conservation Easement and Stewardship Plan.

Outlot Maintenance. All Outlots are protected by the Conservation Easement. The Conservation Easement contains provisions that prohibit certain uses on the Outlots. The Outlots shall be managed pursuant to the Stewardship Plan. The Stewardship Plan shall be updated every five (5) years unless the Homeowner's Association and Land Trust both agree to an earlier update. Any updated plan must be approved by the Homeowner's Association and the Land Trust. 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, including pursuant to the Conservation Easement and Stewardship Plan, the Land Trust and/or Village of Caledonia may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Subdivision under the provisions of Section 66.0627 of the Wisconsin Statutes. Similarly, any unpaid balances, together with any penalties and interest thereon, may be collected by the Village of Caledonia as a special assessment against all of the properties in the Subdivision which border the properties, or the Village of Caledonia may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purpose.

Detention/Retention Ponds. The subdivision contains one or more detention/retention ponds for stormwater management purposes. These ponds may be considered “wet” or “dry” ponds and are located in the Outlot areas of the subdivision. Maintenance and long term monitoring and upkeep of these ponds shall be the responsibility of the Homeowner’s Association in perpetuity, including controlling weed and algae growth. These ponds are not designed for swimming and the Homeowner’s Association hereby forbids, in perpetuity, swimming, wading, etc. in detention ponds.

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

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 the Land Trust.

XXI. PRIMARY & SECONDARY ENVIRONMENTAL CORRIDOR AND WETLANDS WITHIN THE SUBDIVISION

As set forth by these Restrictive Covenants, lands lying beyond the approved buildable areas, but within the primary environmental corridor and wetland areas, must be protected and preserved by prohibiting the following activities: all grading, filling, tiling, draining, excavating and dredging; erecting any structures or buildings; removing or destroying any vegetative covers, except for diseased vegetation, non-indigenous species and noxious weeds (as defined by local ordinance); introducing plants not native or indigenous to the natural environment; creating a mown landscape; gardening, cultivating and the depositing of yard waste of any type; and the grazing of domestic animals, where applicable.

Construction of buildings within the Primary Environmental Corridor area is prohibited, except with a designated building envelope as set forth on the final plat. In order to assure compliance with the permitted building envelope, to verify that proposed driveway locations are suitable for each affected lot, and to maintain a reasonable, clear-cut distance around the building footprint or each proposed home within the corridor, but in no case greater than 25 feet, except as described below, individual building surveys for each of the lots will be subject to review by Racine County at the time of zoning permit application.

For each lot located within the Primary Environmental Corridor, the area to be cleared, disturbed, and/or manicured is restricted to 25 feet around the perimeter of the proposed structure, unless modified after a field review by a competent naturalist and subsequent approval is granted by Village of Caledonia.

Lots located wholly within the Primary Environmental Corridor are identified as Lots 19 through 23, Wooded Valley Estates South Subdivision, according to the final plat thereof.

The final plat for Wooded Valley Estates South Subdivision contains delineated wetland areas which are considered environmentally sensitive areas which must be preserved and protected to the greatest extent possible. The following are prohibited within the designated wetland areas: (a) all grading, filling, tiling, draining, excavating and dredging; (b) erecting any structures or buildings; (c) removing or destroying any vegetative covers, except for diseased vegetation, non-indigenous species and noxious weeds (as defined by local ordinance); (d) introducing plants not native or indigenous to the natural environment; (e) creating a mown landscape; gardening, cultivating and the depositing of yard waste of any type; and (f) the grazing of domestic animals, where applicable.

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), the Land Trust, Racine County and SEWRPC.

XXII. 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.

XXIII. 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 of any type**

shall be moved on to any lot in the Subdivision from another location, this shall include outbuildings of any type.

XXIV. 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.

XXV. 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 a zoning permit from Racine County prior to the construction of said accessory building. For purposes of this Section XXV, 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.

XXVI. 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), the Land

Trust, and Racine County as to Sections I, II, III, VII, XIII, XIV, XX, XXI, XXVI, XXVII, XXVIII, XXIX, XXX, XXXI, and XXXIX of these Restrictive Covenants. The grant of Conservation Easement and Stewardship Plan may only be modified pursuant to the terms of the easement.

XXVII. 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.

XXVIII. 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. Outlots. The Homeowner's Association is required to maintain the Outlots pursuant to the Conservation Easement and Stewardship Plan. Failure to maintain the landscape areas within the Outlot pursuant to the Conservation Easement and Stewardship Plan may result in the Land Trust and/or Village of Caledonia maintaining said Outlots and assessing the individual lot owners for any costs.

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 the Outlots 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.

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 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.

D. 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.

E. Easement for the Maintenance and Management of Outlots. Developer hereby reserves for itself and for the Homeowner's Association the right to implement the Stewardship Plan and manage and maintain the Outlots consistent with the Conservation Easement and Stewardship Plan.

F. Conservation Easement. Developer hereby reserves for itself and the Homeowner's Association the right to grant and execute the Conservation Easement attached hereto as Exhibit "B". The Village and, as provided for in the Conservation Easement, the Land Trust shall have the right to enter onto the Outlots to ensure compliance with the Conservation Easement and Restrictive Covenants.

G. 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; (2) the lot owner, (3) the Homeowner's Association, and (4) the Village of Caledonia.

H. Easement for Utilities and Drainage. Easements for the installation and maintenance of utilities, drainage facilities, and storm water retention or detention areas are dedicated to the Village of Caledonia, as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained on a day-to-day basis by the owner

of the lot. More extensive maintenance such as re-grading shall be the responsibility of the Homeowner's Association. Any storm water retention basins shall be maintained by the Homeowner's Association. Any public storm sewer shall be owned by the Village of Caledonia. The Developer, 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. The Developer will grant any other easements to the public utilities necessary to service the lots and will grant all easements as required by the Village of Caledonia. If the lot owners or Homeowner's Association fail to fulfill their obligations, the Village of Caledonia may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Subdivision under the provisions of 66.0627 of the Wisconsin Statutes and applicable ordinance. Similarly, any real estate taxes remaining unpaid, together with any penalties and interests thereon, may be collected by the Village of Caledonia as a special assessment against all of the properties in the Subdivision or the Village of Caledonia may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purposes.

I. **Street Tree Easement.** Each lot owner shall plant one to two trees per lot of a species approved by the Village of Caledonia of at least two (2) inches diameter measured at six (6) inches above the top of the root ball. The trees shall be planted in a five (5) foot tree easement area adjacent to the Village's right-of-way. A mixture of trees shall be chosen from an approved list provided by the Village. The Village may, if necessary, permit exclusions to the tree planting requirements where the lot is, in the reasonable opinion of the Village Board, sufficiently wooded. The lot owners retain all responsibilities for the area and maintenance of any trees planted within the easement area. In the event a planted tree fails, the lot owner shall replace it within six (6) months of such failure.

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).

XXIX. OUTLOTS & STEWARDSHIP PLAN

The Plat for the Subdivision shows five (5) Outlots. The section indicated as "Outlot 3" has been transferred to the Caledonia Conservancy, Ltd. and is owned solely by them. **SEE SECTION XXX FOR DISCLOSURES REGARDING "OUTLOT 3"**. Outlots 1, 2, 4 and 5 remain as a part of the

Subdivision. Due to the Conservation Subdivision Ordinance for the Village of Caledonia (Title 14 of the Code of Ordinances), Outlots 1, 2, 4 and 5 are subject to the Conservation Easement and Stewardship Plan for the Subdivision. *All lot purchasers are urged to review the Conservation Easement and Stewardship Plan which contains a five (5) year maintenance plan.* Developer is responsible for implementation of the plan. Purchasers are hereby notified that the amount shown to maintain and monitor the Outlots for the initial five year period has been paid by the Developer, however, any unforeseen maintenance, management, restoration or repairs and the cost thereof required under the Conservation Easement shall be the responsibility of the Homeowner's Association. A copy of the estimate for the costs for the implementation of the Stewardship Plan and management of the common open space for its first five (5) years is attached as Exhibit "D". After the initial five (5) year period, the Homeowner's Association shall be solely responsible for management, and costs thereof, for the Outlots pursuant to the Conservation Easement and Stewardship Plan so long as the Developer has complied with the Stewardship Plan. In addition, the Village of Caledonia retains the right to verify management according to the Conservation Easement and Stewardship Plan. In the event that the Developer, its successors or assigns including the Homeowner's Association, fails to manage all or any portion of the Outlots in accordance with the Conservation Easement and Stewardship Plan and all applicable laws, rules, and regulations, the Land Trust and/or Village may take action pursuant to the Conservation Easement.

The Outlots will be annually assessed to ensure compliance pursuant to the Conservation Easement and the costs for such annual assessment shall be borne by the Developer and its successors and assigns as provided for in the Conservation Easement and Stewardship Plan. The Village of Caledonia requires the Conservation Easement and Stewardship Plan to remain in place in perpetuity. The Homeowner's Association will be responsible for renewing the Stewardship Plan with the initial management and monitoring firm, or another reputable firm acceptable to the Village of Caledonia and the Land Trust.

Each owner of a lot in the Subdivision receives a 1/27th ownership interest in said Outlots. In addition, the Homeowner's Association has been developed to protect and maintain said Outlots. SEE SECTION XXXI FOR HOMEOWNER'S ASSOCIATION INFORMATION.

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

XXX. CONSERVANCY SALE OUTLOT

In cooperation with a Grant from the State of Wisconsin, Outlot 3 on the final plat for Wooded Valley Estates South) has been sold by the Developer to the Caledonia Conservancy, Ltd. (the "Conservancy") a non-profit organization dedicated to preserving open space within the Village of Caledonia. The Homeowner's Association and the lot owners have no ownership in "Conservancy Sale" Outlot and have no responsibilities for "Conservancy Sale" Outlot. The Developer hereby discloses that there is a public access lane thirty point four five (30.45) in width between lot 20 and Outlot 4 which permits access to the 13.65 acres (more or less) contained in the "Conservancy Sale" Outlot. This public access lane may be improved by the Conservancy with wood chips and/or gravel and is intended to be used for pedestrian foot traffic, motorized vehicles towing horse trailers, and other motorized vehicles accessing the maintenance shed located on "Conservancy Sale" Outlot. Depending upon the level of use, the Village of Caledonia may require the Conservancy to install an asphalt lane within this area. As shown on Exhibit "E", attached hereto, the Conservancy may locate a parking area on "Conservancy Sale" Outlot within the area shown. Said parking area may be improved with wood chips and/or gravel by the Conservancy.

In addition, the Conservancy has indicated that "Conservancy Sale" Outlot will contain both bridle (horse) trails and pedestrian walking trails, and may contain fencing within the Outlot, which are to be maintained by the Conservancy and are not part of the maintenance requirements of the Homeowner's Association. The Conservancy shall also be responsible for complying with a separate conservation easement to the Land Trust and Village of Caledonia, a separate stewardship plan prepared for "Conservancy Sale" Outlot and the State of Wisconsin Department of Natural Resources Stewardship Grant (the "Grant") requirements with no financial assistance from the Homeowner's Association.

Lot purchasers are hereby notified that the Village of Caledonia has agreed to restrict street parking on Tabor Road to allow private passenger vehicles only. There shall be no street parking of any vehicles towing horse trailers on any street within the subdivision. Street signage shall reflect the restricted street parking.

Lot purchasers are also notified that due to conditions contained within the Grant to the Conservancy, "Conservancy Sale" Outlot is available to the general public, including lot and homeowners within the Subdivision. Public use of the trails within "Conservancy Sale" Outlot shall be monitored by the Conservancy. Any purchaser wishing to review a copy of the easement, stewardship plan, and Grant describing the permitted uses within "Conservancy Sale" Outlot should contact the Developer for a copy prior to purchasing a lot. Purchasers' failure to request such a copy shall not relieve the purchaser on proper usage of

“Conservancy Sale” Outlot, nor shall it be considered a failure to disclose by Developer. Purchasers’ acceptance of title to a lot within the Subdivision shall indicate purchaser has reviewed all documents to purchaser’s satisfaction.

THIS SECTION MAY NOT BE MODIFIED OR DELETED.

XXXI. HOMEOWNER’S ASSOCIATION

Developer has formed the Homeowner’s Association for the lot owners in the Subdivision. The purpose of the Homeowner’s Association is to protect and maintain those areas within the Subdivision which are designated as Outlots, and, if necessary, to maintain other easement areas designed by the Plat.

The initial Board of Directors shall consist of:

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

XXXII. HOMEOWNER’S ASSOCIATION RESERVE FUND & ANNUAL FEE

Upon the transfer of title from the Developer to the initial purchaser, for each individual lot within the Subdivision, the purchaser shall, at the time of closing, pay a Reserve Fund Deposit to the Homeowner’s Association in the amount of \$150.00 as a start-up fee. In addition, disclosure is made that the annual fee for the Homeowner’s Association shall be \$140.00, which shall be prorated based on the date of closing. The fee of \$140.00 per year shall be due and payable in advance on the 1st day of January of each year. 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 Caledonia for tax purposes. Additional fees may be imposed as required and pursuant to the Conservation Easement and Stewardship Plan.

XXXIII. SUMP PUMP COLLECTION SYSTEM

Purchasers of lots within the Wooded Valley Estates South Subdivision are hereby notified that the Village of Caledonia requires sump pumps to discharge into the Sump Pump Collection System installed within the subdivision, except for Lots 3 through 7 which will discharge to the Outlot to the rear of those properties as outlined in the approved stormwater drainage plan for 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.

XXXIV. MAILBOX / U.S. POSTAL SERVICE DELIVERY

Purchasers of lots within the Wooded Valley Estates South 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 \$350.00 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 not refundable if the original purchaser resells the lot.

XXXV. STREET TREE REQUIREMENT

The Village of Caledonia Conservation Subdivision Ordinance requires the installation of Street Trees within the subdivision. At the time of closing, the purchaser will be charged \$275.00 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. 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 \$275.00 guarantee money shall be refunded to the purchaser. Requests for release of the guarantee money shall be directed, in writing, to the Architectural Control Committee as shown in Section V. The Architectural Control Committee shall have **30 days from receipt of the request** to process the request, review the installation, and release the guarantee funds. Escrowed funds shall only be released to the lot purchaser and will only be

released with the written authorization of all lot owners of the individual lots (ie, both spouses must sign the request).

Each lot owner acknowledges that requirement for street trees as stated above and hereby agrees to replace any dead or dying trees located within their lot, with a similar species as approved by the Village of Caledonia.

XXXVI. CONSTRUCTION TRAFFIC

All construction traffic in Wooded Valley Estates South Subdivision is to enter the subdivision via the main arterial road (Tabor Road). **CONSTRUCTION TRAFFIC THROUGH THE EXISTING SUBDIVISION IS EXPRESSLY PROHIBITED.** Purchasers are hereby notified that failure to adhere to this restriction, either by the purchaser OR THEIR BUILDER may result in a fine being levied by the Village of Caledonia, which shall be the sole responsibility of the lot owner.

XXXVII. RESTRICTED VEHICULAR ACCESS

Lots seven (7) and eight (8) of Wooded Valley Estates South are prohibited direct vehicular access to State Highway 31. In addition, Lot 8 shall be prohibited direct vehicular access to Tabor Road within eight-five (85) feet of Highway 31 and there shall be no direct vehicular access to Tabor Road from Outlot 1 or Lot 7 within one hundred (100) feet of Highway 31.

XXXVIII. 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.

XXXIX. VILLAGE ORDINANCES

Notwithstanding the provisions contained in these Restrictive Covenants, the lot owners of all lots within the Subdivision shall comply with all applicable Village and County ordinances. The Village of Caledonia and Racine County have not waived their ability to enforce any ordinances, laws or regulations against any of the lots and outlots within the Subdivision now or in the future, and these Restrictive Covenants have not created any specific grandfathered right to any use or structure described herein.

EXHIBIT A
LEGAL DESCRIPTION
WOODED VALLEY ESTATES SOUTH SUBDIVISION

Lots 1 through 27 together with Outlots 1, 2, 4, and 5, Wooded Valley Estates South being a part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 13, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin.

Tax Key Numbers:

Lot 1	104-04-22-13-017-010
Lot 2	104-04-22-13-017-020
Lot 3	104-04-22-13-017-030
Lot 4	104-04-22-13-017-040
Lot 5	104-04-22-13-017-050
Lot 6	104-04-22-13-017-060
Lot 7	104-04-22-13-017-070
Lot 8	104-04-22-13-017-080
Lot 9	104-04-22-13-017-090
Lot 10	104-04-22-13-017-100
Lot 11	104-04-22-13-017-110
Lot 12	104-04-22-13-017-120
Lot 13	104-04-22-13-017-130
Lot 14	104-04-22-13-017-140
Lot 15	104-04-22-13-017-150
Lot 16	104-04-22-13-017-160
Lot 17	104-04-22-13-017-170
Lot 18	104-04-22-13-017-180
Lot 19	104-04-22-13-017-190
Lot 20	104-04-22-13-017-200
Lot 21	104-04-22-13-017-210
Lot 22	104-04-22-13-017-220
Lot 23	104-04-22-13-017-230
Lot 24	104-04-22-13-017-240
Lot 25	104-04-22-13-017-250
Lot 26	104-04-22-13-017-260
Lot 27	104-04-22-13-017-270

EXHIBIT B

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Conservation Easement") is made between and among **THE NEWPORT GROUP, LTD.**, and its successors and assigns ("Subdivider"), **KENOSHA/RACINE LAND TRUST, INC.**, a non-profit, charitable corporation (the "Land Trust"), **TRI CITY NATIONAL BANK**, a national banking corporation ("Mortgagee"), and the **VILLAGE OF CALEDONIA**, a municipal corporation in Racine County, Wisconsin, and its successors and/or assigns ("the Village").

RECITALS

A. Subdivider is the developer of a subdivision project known as the Wooded Valley Estates South subdivision located in the Village, (hereinafter referred to as the "Subdivision"). A copy of the Subdivision plat is attached hereto as Exhibit "A".

B. Subdivider is the fee simple title owner of Outlots 1, 2, 4, and 5 of the Subdivision as identified on the recorded plat. Outlots 1, 2, 4, and 5 will be owned individually by the owners of the lots within the Subdivision (the "Lot Owners") so that each Lot Owner owns an undivided 1/27th interest in Outlots 1, 2, 4, and 5 with all other Lot Owners. The ownership interest of each Lot Owner in Outlots 1, 2, 4, and 5 shall not be separated from the lot to which such undivided interest is appurtenant and shall be deemed to be conveyed and encumbered with such lot even though such undivided interest is not expressly mentioned or described in the conveyance or other instrument. Outlots 1, 2, 4, and 5 of the Subdivision shall be managed and maintained in accordance

with the Stewardship Plan by the Wooded Valley Estates South Homeowner's Association, Inc. (the "Owner's Association"), of which the Lot Owners will be members, as created by the Restrictive Covenants of the Subdivision (the "Restrictive Covenants"). A copy of the Restrictive Covenants is attached hereto as Exhibit "B".

C. Outlots 1, 2, 4, and 5 are the subjects of this Conservation Easement and are referenced in the recorded Subdivision plat ("Easement Area").

D. Mortgagee holds a mortgage interest in the lands located within the plat and will subordinate its interest in the Easement Area to the rights of the Land Trust and the Village.

E. The Village has recognized that the loss of open space within the Village is a great and immediate threat to preserving the rural character of the Village.

F. The Village adopted a conservation subdivision ordinance that requires a subdivider to preserve 60% of the gross area of the land to be developed as open space in areas not within the sanitary sewer service area and 40% of the gross area of the land to be developed as open space in areas within the sanitary sewer service area. The Easement Area represents the required open space for this Subdivision.

G. The Subdivision possesses natural, scenic, open space, passive recreational and educational values of great importance to the Village of Caledonia and its residents and the people of Racine County.

H. Subdivider is willing to grant this Conservation Easement to the Land Trust to protect environmentally sensitive areas located within the Easement Area. Such area is documented in an inventory of the Easement Area contained in a

stewardship plan, dated February 13, 2006 as revised May 12, 2006 and September 5, 2006 and prepared by Thompson and Associates Wetland Services, LLC, which is incorporated herein by reference (the "Stewardship Plan"). The original Stewardship Plan is on file with the Village.

I. The Land Trust is qualified to be a "holder" (as that term is defined in Section 700.40(1)(b) of the Wisconsin Statutes) of conservation easements pursuant to Section 700.40(2) of the Wisconsin Statutes.

J. The Common Law and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provide for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on the owners of land.

K. The Land Trust agrees, by accepting this Conservation Easement, to honor the intentions of the Subdivider and Village as stated herein and to preserve and protect in perpetuity the conservation values of the Easement Area for the benefit of this generation and those to come.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby made a part of this Conservation Easement, and the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which by each of the parties is hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including Section 700.40 of the Wisconsin Statutes, the parties hereto grant and agree as follows:

1. **Grant of Conservation Easement.** Subdivider does hereby freely give, grant, assign, convey and confirm to the Land Trust, a perpetual conservation easement over the Easement Area pursuant to Section 700.40 of the Wisconsin Statutes of the nature and character and to the extent set forth herein. This Conservation Easement constitutes a servitude upon the land and runs with the land. The development rights conveyed by this Conservation Easement include all development rights, except those specifically reserved herein and those reasonably required to carry out the permitted uses of the Easement Area as herein described. The Conservation Easement and restrictions hereby conveyed consist of covenants on the part of Subdivider and its successors and assigns. The Land Trust accepts this Conservation Easement in perpetuity over the Easement Area.

2. **Purposes.** The purposes of this Conservation Easement are: (i) to retain and protect the natural scenic and open space values of the Easement Area, assuring the availability of real property for forest, recreational and open space use; (ii) protecting natural resources, maintaining and enhancing air or water quality; (iii) preserving the historical, architectural, archaeological or cultural aspects of the Easement Area now and in the future for the benefit of present and future generations; and (iv) to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. The Easement Area shall be used only as expressly provided in this Conservation Easement. Management of the Easement Area shall be in accordance with the Stewardship Plan. The Stewardship Plan shall be implemented by Subdivider and strictly followed by the Subdivider, individual Lot Owners and the Owner's

Association for the management and maintenance of the Easement Area. The parties to this Conservation Easement recognize the need to protect natural, scenic and open space values of the real property and share the common purpose of conserving these values by this Conservation Easement to prevent the use or development of the Easement Area for any purpose or in any manner which would conflict with the maintenance of these values. Each of the parties accepts such conservation restrictions and development rights in order to conserve these values for present and future generations.

3. **Prohibited Uses.** Any activity on or use of the Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. No commercial, industrial, or mining activities shall be permitted, and no building, structure, or appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Easement Area, except as specifically permitted under this Conservation Easement or the Stewardship Plan.

b. The division of the Easement Area into smaller parcels, whether through *de jure* or *de facto* subdivision, including divisions through the creation of subdivisions, condominiums, site leases, lot line adjustments or other means. This paragraph requires that the entire Easement Area remain as platted and prohibits any conveyance that further divides any portion of the Easement Area.

- b. Use of the Easement Area for commercial or industrial purposes, including use by easement or other right of access or passage across or upon the Easement Area in conjunction with commercial activity.
- c. The placement and construction of any buildings, structures, or other improvements of any kind (including, without limitation, roads and parking lots) other than those improvements shown on the plat or other improvements that are consistent with the Stewardship Plan.
- d. Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock or peat. However, the following alterations of the land are permitted: (i) alterations required or permitted in the course of implementing and managing the Easement Area in accordance with the Stewardship Plan; (ii) the construction and maintenance of any storm water drainage system; (iii) the construction and management of a path system all in accordance with the Stewardship Plan; or (iv) the installation of any other utility including gas, electric, cable and telephone. In no case shall mining of oil, gas, or other minerals be permitted.
- e. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.
- f. Any use or activity, not expressly permitted, that causes or is likely to cause significant degradation of any woodlands, wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps, or potholes now existing or hereinafter occurring.

g. No portion of the Easement Area shall be used for dumps, landfills, or the storage or deposit of waste materials of any kind. Disposal of any waste materials generated by activities permitted under this Conservation Easement shall be in accordance with applicable state law and with the approval of the Land Trust and/or the Village.

h. The placement, use or parking of mobile homes, trailers, trucks, automobiles, or any other motorized vehicle except as necessary for the construction or management of a path with prior approval of the Land Trust.

i. No use shall be made of the Easement Area, and no activity thereon shall be permitted, which, in the reasonable opinion of the Land Trust, is or is likely to become inconsistent with the purposes of this Conservation Easement as stated above, or as set forth in the Stewardship Plan.

4. **Reserved Rights.** The Subdivider reserves to itself and its successors and assigns, all rights accruing from any ownership or interest it has in the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not prohibited herein and are not inconsistent with this Conservation Easement or the Stewardship Plan, while recognizing that the Easement Area is private property and owned individually by each Lot Owner.

5. **Implementation and Management of Easement Area.** The Subdivider, its successors and assigns, shall be responsible for implementation of the Stewardship Plan and management of the Easement Area in accordance with the Stewardship Plan, to which Subdivider agrees, has been prepared by a consultant with expertise in rendering

professional ecological services. However, Subdivider shall ensure that the Stewardship Plan has been implemented prior to turning control of the Subdivision over to the Lot Owners and Owner's Association pursuant to the Restrictive Covenants. Subdivider shall fund the implementation of the Stewardship Plan and management of the Easement Area for the first five (5) years as detailed in the Stewardship Plan. A copy of the estimate of the costs for the first five (5) years is attached hereto as Exhibit C ("Cost Estimate"). This funding shall be maintained by Subdivider and shall only be reduced by expenditures necessary to implement the Stewardship Plan and manage the Easement Area in accordance with the plan. Subdivider shall provide forty-five (45) days notice to the Land Trust and Village of its intent to turnover control of the Easement Area to the Homeowner's Association. The Land Trust shall conduct an assessment prior to turnover of the Subdivision to determine whether the Stewardship Plan has been implemented pursuant to its provisions. If the prior assessment was conducted less than nine (9) months preceding turnover, then a walk through with the Land Trust shall be considered sufficient to fulfill this requirement. If the Stewardship Plan has not been implemented on schedule or followed, Subdivider shall implement the plan or take corrective action to bring the Easement Area in compliance with the plan prior to turning over control or at the Owner's Association's option, shall provide funding for the balance of the implementation in an amount to be agreed upon between the Subdivider, the Owner's Association and Land Trust and at a minimum consistent with the Cost Estimate with amounts adjusted for inflation. The Easement Area shall be managed in accordance with all applicable Village and County ordinances with specific attention given to the

Village's ordinances regulating weeds and lawns (Sections 8-1-2 through 8-1-4) and those sections regulating maintenance of drainage easements. The Restrictive Covenants shall contain a provision for an ecological service company to update the Stewardship Plan every five (5) years unless the Owner's Association and Land Trust both agree to an earlier update; and the Owner's Association and Land Trust shall jointly approve the updated plan.

a. *Assessment.* Commencing one year after execution of the Conservation Easement, the Land Trust ecologist, if one is on staff, or other qualified ecological consultant hired by the Land Trust, shall conduct an annual assessment of the Easement Area to ensure compliance with the Conservation Easement and Stewardship Plan. The Land Trust shall provide fifteen (15) days notice to the Subdivider and/or Owner's Association prior to conducting an annual assessment. During the buildout phase of the Subdivision, the Village may ask the Land Trust to conduct additional assessments to evaluate compliance. A written summary of any assessment shall be provided by the ecological consultant to the Village, Land Trust and Subdivider, its successors and assigns, including the Owner's Association. Subdivider and/or the Owner's Association shall provide the Land Trust with a list of new lot owners at the time of the annual assessment each year. The Land Trust and ecological consultant shall meet with the Subdivider, its successors and assigns, including the Owner's Association, to review findings and develop plans for corrective action if needed. A copy of any written notice of any planned corrective action shall be provided to all parties by the party issuing the notice.

b. Education Component. Pursuant to the Sec. 14-3-5(h) of the Village's Code of Ordinances, the Land Trust shall hold an education meeting with the Lot Owners after each annual assessment is conducted. The Land Trust shall offer two sessions to facilitate attendance. Prior to the first session, the Land Trust shall mail to each new Lot Owner a summary of the Conservation Easement restrictions and the Stewardship Plan. The education shall be tailored to this Subdivision and include, but not be limited to, the following:

- Review of long term goals of the Stewardship Plan, progress over the past year, and plans for the coming year;
- General explanation of prohibited and allowed activities under the Conservation Easement; and
- Review of Conservation Easement violations over the past year and corrective action.

c. Cost. The cost for the assessments and education performed, as well as any reasonable administrative costs incurred by the Land Trust shall be borne by the Subdivider, or its successors and assigns, including Owner's Association. The Land Trust shall provide an itemized invoice, including ecological consultant fees, if any, at cost, specific presentation materials at cost, and Land Trust ecologist and administrative time charged at rates in effect at the time of assessment. The charge in effect for the year 2006 will be \$70.00 per hour. The charge per hour will be inclusive of all Land Trust overhead expenses needed to accomplish the work. This rate will increase from

time-to-time based on average fee inflation for comparable work done by at least two (2) ecological service companies in Southeastern Wisconsin.

d. Land Trust Management Fee and Legal Defense Fee. The Subdivider shall pay a land trust management fee to the Land Trust within thirty (30) days after execution of this Conservation Easement, the total sum being Four Thousand Five Hundred Dollars and NO/100 (\$4,500.00) and also payable within said thirty (30) day period, a legal defense fee in the amount of Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00). The legal defense fee shall be further increased by the sum of One Hundred and Fifty Dollars (\$150.00) per lot which shall be collected by Subdivider at the time of closing on the sale of each lot to the initial purchaser, and forwarded to the Land Trust within five (5) days of closing. In the event that all lots have not been transferred by Subdivider to the initial individual purchaser within four (4) years of the execution of this Conservation Easement, the remaining fees shall be due and payable by the Subdivider directly within fifteen (15) days of the four (4) year anniversary of execution of this Conservation Easement. Legal defense fees may be used by the Land Trust to enforce this or any other easement held by the Land Trust.

e. Failure to pay. In case of failure to pay any of the costs as provided under this Conservation Easement, the Village may extend such costs and fees upon the tax roll as a special tax pursuant to Section 66.0627, Wis. Stats., or pursuant to any other applicable section of the statutes. The Subdivider, its successors and assigns including the individual Lot Owners of the Subdivision, waive right to notice and

hearing. In addition, the Land Trust or Village may commence legal action for the recovery of any such amounts owing to it hereunder.

6. **Additional Rights of Land Trust.** To accomplish the purpose of this Conservation Easement, the following additional rights are conveyed to the Land Trust and Village by this Conservation Easement:

a. To enter upon the Easement Area at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to the Subdivider, its successors and assigns, including Lot Owners, and shall not unreasonably interfere with owner's use and quiet enjoyment of the Easement Area; and

b. To prevent any activity on or use of the Easement Area that is inconsistent with the purpose or terms of this Conservation Easement and to require, at the Subdivider's, its successors and assigns, including Lot Owners, expense, the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use.

7. **Approval.** Where the approval of the Land Trust and/or Village is required, such approval, or denial, shall be given in writing within forty-five (45) days of receipt of written request therefore. Such request shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Land Trust and/or Village to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Such approval may be withheld only upon a reasonable determination that the action as proposed

would be inconsistent with the purpose of or would otherwise violate any provision of this Conservation Easement.

8. Enforcement of the Restrictions.

a. *Generally.* If the Land Trust, and/or the Village determines that any party is in violation of the terms of this Conservation Easement or that a violation is threatened, written notice of such violation or threatened violation shall be given to the alleged violating party advising such party of the nature and extent of the violation or threatened violation and demanding corrective action sufficient to cure the violation. Where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purpose of this Conservation Easement, restoration of the portion of the Easement Area so injured shall be required and the notice shall inform of this requirement. If the alleged violating party fails to cure the violation within forty-five (45) days after receipt of such notice, or under circumstances where the violation cannot reasonably be cured within a forty-five (45) day period, fails to begin curing such violation within the forty-five (45) day period, or fails to continue diligently to cure such violation until finally cured, the affected party may bring an action at law or in equity in a court of competent jurisdiction (i) to enforce the terms of this Conservation Easement, (ii) to enjoin the violation by temporary or permanent injunction, ex parte if necessary, (iii) to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement, or injury to any conservation values protected by this Conservation Easement, including damages for the loss of natural or scenic resources and/or water quality and/or environmental values, and/or (iv)

to require the restoration of the Easement Area to the condition that existed prior to any such injury. Any damages recovered shall be applied to the cost of undertaking any corrective action and any corrective action on the Easement Area. The parties agree that remedies at law for any violation of this Conservation Easement are inadequate and that the Land Trust and the Village shall be entitled to injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. If the Land Trust and/or Village determine that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Easement Area, the Land Trust and/or Village may pursue remedies under this Section without prior notice to the Subdivider, its successors and assigns or Owner's Association or without waiting for the period provided for cure to expire.

b. *Third Party Enforcement Rights.* The Village has third-party enforcement rights with respect to this Conservation Easement. In such capacity, the Village may, but is not obligated to, enforce the restrictions of this Conservation Easement.

c. *Costs of Enforcement.* Any costs incurred by the Land Trust and/or the Village in enforcing the terms of this Conservation Easement including, without limitation, costs of litigation and actual attorneys' fees, and any costs of restoration necessitated by any violation of the terms of this Conservation Easement shall be borne

by the Subdivider, or its successors and assigns including Owner's Association, if the final determination is in favor of the Land Trust and/or Village.

d. *Enforcement Discretion.* Enforcement of the terms of this Conservation Easement shall be at the discretion of the Land Trust and/or the Village, and any forbearance by it to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of any subsequent breach of the same or any other terms of this Conservation Easement or of any rights under this Conservation Easement. No delay or omission by the Land Trust and/or the Village in the exercise of any right or remedy upon any breach by any party to this Conservation Easement shall impair such right or remedy or be construed as a waiver.

e. *Acts Beyond Subdivider's Control.* Nothing contained in this Conservation Easement shall be construed to entitle the Land Trust and/or the Village to bring any action against Subdivider, its successors and assigns, for any injury to or change in the Easement Area resulting from causes beyond Subdivider's, its successors and assigns, control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the Subdivider under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes. In the event of acts beyond Subdivider's, its successors and assigns, control, the area that is destroyed shall, to the extent practical, be restored pursuant to the Stewardship Plan at the expense of the Subdivider or its successors and assigns, or with the written consent of the Village and the Land Trust (which consent will not be

unreasonably withheld), the altered area may be managed for its remaining natural ecological value pursuant to a revised stewardship plan that reflects the altered condition of the land.

f. *Waiver of Certain Defenses.* Subdivider, and its successors and assigns, hereby waives any defense of laches, estoppel or prescription.

g. *Appeal from Determination of Land Trust.* Subdivider, its successors and assigns, shall have the right to seek a review by the Village of any determination made by the Land Trust, and the Land Trust hereby agrees to participate in the administrative review process and, subject to any decision made by the Village with respect to said determination. Such review shall proceed in accordance with Title 4 of the Code of Ordinances for the Village of Caledonia, entitled "Administrative Determinations Review."

h. *Land Trust Default.* In the event the Land Trust repeatedly fails to timely perform any one or more of its obligations under this Conservation Easement, the Owner's Association shall provide written notice to the Land Trust of the default, with a copy of the notice being provided to the Village. If the Land Trust fails to cure the default after receiving written notice by the Owner's Association or in the event the Owner's Association fails to act, the Village shall have the right to provide notice to the Land Trust of the action or omission constituting the basis for the Land Trust's default. Any notice under this section shall provide the Land Trust at least forty-five (45) days from the date of notice to cure any alleged default or provide written notice to the Town of any circumstances not warranting the default notice. This forty-five (45) day period

may be extended to the period of time reasonably necessary to cure the default if the Land Trust promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the default, but in no event shall the period of time to cure the default exceed one-hundred and twenty (120) days from the date of the notice. In the event a Land Trust default is not fully and timely cured by the Land Trust, the Owner's Association and Village shall have all of the rights and remedies available at law and in equity. In addition, the Village shall have the right to assign the Land Trust's easement, including its rights and obligations under this Conservation Easement, to another organization that is qualified and authorized to acquire and hold conservation easements under Sec. 700.40, Wis. Stats., or any successor statute then applicable. Any review of an administrative determination made under this paragraph shall proceed in accordance with Chapter 68 of the Wisconsin Statutes.

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

10. **Costs, Legal Requirements, and Liabilities.** Subdivider, its successors and assigns, retains all responsibilities and shall bear all costs and liabilities of any kind related to any ownership interests, operation, upkeep, and maintenance of the Easement Area, including the maintenance of adequate liability insurance coverage. Subdivider remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in

accordance with all applicable federal, state, and local laws, regulations, and requirements. Subdivider shall keep the Easement Area free of any liens arising out of any work performed for materials furnished to, or obligations incurred by Subdivider.

11. **Taxes.** Notwithstanding this Conservation Easement, the obligation to pay taxes on the land over which the Conservation Easement runs shall remain with the individual Lot Owners or with the Subdivider to the extent applicable, its successors and assigns. Subdivider, its successors and assigns, shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish the Land Trust and/or Village with satisfactory evidence of payment upon request.

12. **Representations and Warranties.** Subdivider represents and warrants that to the best of its actual knowledge:

a. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Easement Area;

b. There are not now any underground storage tanks located in, on or beneath the Easement Area, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the

Easement Area in a manner not in compliance with applicable federal, state and local laws, regulations, and requirements;

c. The Easement Area is in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Area and its use;

d. There is no pending or threatened litigation in any way affecting, involving, or relating to the Easement Area; and

e. No civil or criminal proceedings or investigations have been instigated or are now pending or have occurred during the time of Subdivider's ownership, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Easement Area or its use, nor do there exist any facts or circumstances that Subdivider might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

13. **Remediation.** If, at any time, there occurs, or has occurred, a release in, on or about the Easement Area of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Subdivider agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Land Trust and/or the Village, in which case the Land Trust and/or the Village shall be responsible therefor.

14. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Land Trust and/or the Village to exercise physical or managerial control over the day-to-day operations of the Easement Area, or any of Subdivider's activities on the Easement Area, or otherwise to become an operator with respect to the Easement Area within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or under state law.

15. **Hold Harmless.** Subdivider hereby releases and agrees to hold harmless, indemnify, and defend the Land Trust and Village and their members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Easement Area; (3) the presence or release in, on, from, or about the Easement Area, at any time, of any

substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of sections 10 through 14.

16. Subsequent Transfers.

a. *Reference.* Subdivider agrees to incorporate the terms of this Conservation Easement by specific reference to the recording data hereof in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Area.

b. *Transfer to Owner's Associations.* The Lot Owners and Owner's Association are successors and assigns of the Subdivider. Further, at the time the Subdivider turns over control of the Easement Area and Subdivision to the Owner's Association, Subdivider shall be released from any continuing obligations hereunder and the Owner's Association shall assume all benefits and burdens assigned to Subdivider under this Conservation Easement. The Village and the Land Trust acknowledge that at the completion of this subdivision project, the Owner's Association will be responsible for the management and maintenance of the Easement Area in accordance with the Stewardship Plan and Conservation Easement. However, Subdivider shall have provided funding for the first five (5) years of implementation and management of the Stewardship Plan and if transfer occurs prior to the expiration of

the five (5) years, the Land Trust, Owner's Association and Subdivider shall review the cost estimate and determine the amount of funds necessary for the implementation of the Stewardship Plan and management of the Easement Area in accordance with the Stewardship Plan and the agreed amount shall be provided by the Subdivider to Owner's Association prior to turnover.. Should the Owner's Association ever cease to exist, the individual Lot Owners of the Subdivision will be responsible for the management and maintenance of the Easement Area in accordance with this Conservation Easement and will assume all benefits and burdens assigned to Subdivider under this Conservation Easement.

c. *Notice of Transfer Required.* In signing the Conservation Easement, the Land Trust assumes perpetual responsibility for ensuring that the residents of the Subdivision abide by its restrictions and that the Easement Area is managed according to the Stewardship Plan. Therefore, written notice of all transfers shall be provided by seller to the Land Trust upon transfer of title of each lot within the Subdivision. Such notice shall include the buyer's name, address and telephone number and date of transfer of title, but may be mailed via regular U.S. Mail.

17. **Assignment.** This Conservation Easement is transferable, but the Land Trust may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under Sec. 700.40, Wis. Stats., (or any successor provision then applicable) and only with the approval of the Village. As a condition of such transfer, the Land Trust shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

The Land Trust agrees to give written notice to Subdivider of any assignment at least twenty (20) days prior to the date of such assignment. The failure of the Land Trust to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Conservation Easement or limit its enforceability in any way. Assignment by the Village of its interest in this Conservation Easement will occur automatically to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Village.

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

Village Clerk
Village of Caledonia
6922 Nicholson Road
Caledonia, WI 53108

Kenosha/Racine Land Trust, Inc.
c/o Board and Conservation Easement Coordinator
P.O. Box 085153
Racine, WI 53408-5153

The Newport Group, Ltd.
Raymond C. Leffler, President
6949 Mariner Drive
Racine, WI 53406
Fax: 262-898-1341

Unless otherwise indicated, any notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to allow the other party to make an informed judgment as to its consistency with the purposes of this Conservation Easement.

19. **Recordation.** This Conservation Easement shall be recorded in the office of the Register of Deeds for Racine County. Any party may re-record it at any time.

20. **Extinguishment.** If circumstances arise that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement and the easements granted herein can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. In the event this Conservation Easement is extinguished by eminent domain or other legal proceedings, the Land Trust shall be entitled to any proceeds which pertain to the extinguishment of the Land Trust's rights and interests in this Conservation Easement.

21. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the agreement to effect the purpose of this Conservation Easement and the policy and purposes of Section 700.40 of the Wisconsin Statutes. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

23. **Binding Effect.** This Conservation Easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns. It is hereby acknowledged that the covenants contained herein shall constitute a servitude upon the Easement Area and shall run with the land in perpetuity.

24. **Amendment and Modification.** This Conservation Easement and the Stewardship Plan incorporated herein by reference may be amended, modified and supplemented only by written agreement of the parties hereto or their successors or assigns, provided that any such amendment shall not diminish the goals or purposes of the Conservation Easement or affect its perpetual duration.

25. **Entire Agreement.** This Conservation Easement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officers, employee or representative of any party hereto.

26. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or corporation or entity, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Conservation Easement. There are no third party beneficiaries to this Conservation Easement.

EXHIBIT C

Conservation Stewardship Plan
For The Newport Group, LTD

WOODED VALLEY ESTATES SOUTH

Caledonia, WI

February 13, 2006

Revised May 12, 2006

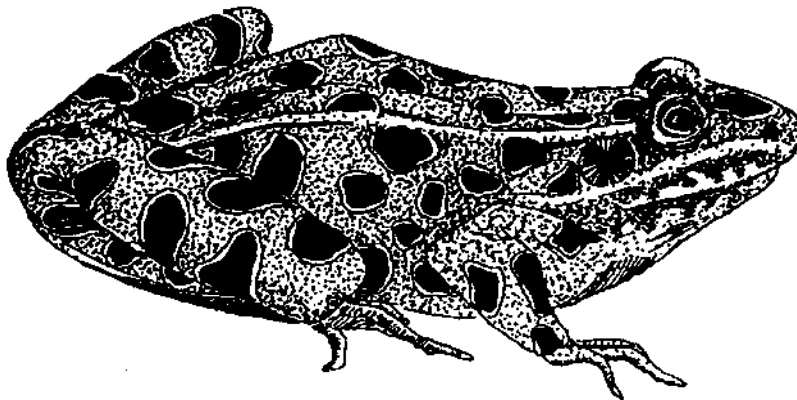
Revised September 5, 2006

Thompson and Associates Wetland Services, LLC

1514 Menomonee Avenue

South Milwaukee, WI 53172

414-571-8383



**CONSERVATION STEWARDSHIP PLAN
FOR THE NEWPORT GROUP, LTD**

WOODED VALLEY ESTATES SOUTH

Caledonia, WI

January 31, 2006

Revised May 12, 2006

Revised September 5, 2006

Thompson and Associates Wetland Services, LLC
1514 Menomonee Avenue
South Milwaukee, WI 53172
414-571-8383

SUMMARY of September 5, 2006 Changes:

Outlot 1 shall receive additional disturbance and grading due to changes in drainage from Wooded Valley Estates North, and additional restoration shall be deferred to the next five year plan to allow the outlot to settle out.

A phased management approach shall be used on all invasive control or additional enhancement to outlots. A yearly budget shall be spent on prioritized management concerns.

Only Phosphate free fertilizer is to used on lawns in this subdivision.

INTRODUCTION

The Wooded Valley Estates South is a residential conservation development on 24.28 acres of property in the County of Racine, Village of Caledonia, T 4 N, R 22 E, NE ¼ Section 13. The site is being developed by The Newport Group, Ltd. The property is bounded by STH 31 on the east and Tabor Woods to the west. The Cape Brothers Realty and Equipment former construction site is to the south and the completed Wooded Valley Estates is to the north. This development is an extension of Wooded Valley Estates to the north which has already been constructed as a conservation development by The Newport Group, Ltd. On the west the 13.65-acre property known as Outlot #3 on the survey plat has been acquired by the Caledonia Conservancy, a local land trust. The purpose of this plan is to preserve and manage the subdivision's conservation outlots that are platted as Outlots #1,2,4 and 5. These areas will be termed: conservation outlots.

EXISTING NATURAL RESOURCES

Vegetation

Upland Woods

Lot 20 and Outlot 5 are within Tabor Woods. According to the Southeastern Wisconsin Regional Planning Commission, Planning Report No. 42, also known as A Regional Natural Areas and Critical Species Habitat Protection and Management Plan For Southeastern Wisconsin, Tabor Woods is classified as a NA-3 (Natural Area of Local Significance). These woods are located within Primary Environmental Corridor and support 107 plant species. Of these species; one is Endangered, two are Special Concern, and one is Uncommon. The Endangered plant species is bluestem goldenrod (*Solidago caesia*). The Special Concern species are red trillium (*Trillium recurvatum*) and black haw (*Viburnum prunifolium*). The Uncommon plant species is false-mermaid (*Floerkea proserpinacoides*). Only 4.7% of the species inventoried by SEWRPC botanists are non-native within Tabor Woods.

The mature woods are dominated by sugar maple, American beech, white oak, red oak, and ironwood with a diverse understory. Please refer to the attached SEWRPC plant species list for a complete inventory of all plants within Tabor Woods.

A 1970 SEWRPC aerial photograph shows the young tree growth on the east side of the conservancy; with the mature woods on the west.

Although the woods are more immature in Outlot 5 on the east side, there is a large population of blue stemmed goldenrod, a state endangered species. These plants were located by a professional biologist and are indicated by dots on the survey of Outlot 5.

Wetland

A large wetland complex is located within Outlots 1 and 2 which extends across much of the site northeast towards STH 31. They connect to a small wetland basin that has been purchased by Caledonia Conservancy to the southwest as part of Outlot 3. The wetlands are dominated by green ash (*Fraxinus pennsylvanica*) with a wooded ephemeral basin that is dominated by buttonbush (*Cephalanthus occidentalis*) in the understory. Buttonbush is a locally uncommon species. There are very visible water marks at 8-12 inches on the trees and shrubs. Trees are shallow rooted. There is moss on tree trunks and exposed roots.

The wetland in Outlot #1 is open on the north side and is dominated by reed canary grass (*Phalaris arundinacea*). Other vegetation present within the wetland included:

<i>Ambrosia trifida</i>	giant ragweed
<i>Cornus stolonifera</i>	red-osier dogwood
<i>Daucus carota</i>	Queen Anne's lace
<i>Euonymus atropurpureus</i>	burning bush
<i>Geum canadense</i>	white avens
<i>Phalaris arundinacea</i>	reed canary grass
<i>Rhamnus cathartica</i>	common buckthorn

<i>Solidago canadensis</i>	Canada goldenrod
<i>Solidago graminifolia</i>	grass-leaf goldenrod
<i>Taraxacum officinale</i>	dandelion

Outlot #2:

The wetland in Outlot #2 is wooded with 30 – 40 year old green ash and silver maple. There is a deeper basin within the wetland with water marks at 10-12 inches on the shrubs and trees. There is an understory of button bush in this basin.

<i>Acer saccharinum</i>	silver maple
<i>Agrostis stolonifera</i>	red-top grass
<i>Aster lateriflorus</i>	calico aster
<i>Calamagrostis canadensis</i>	Canada bluejoint grass
<i>Carex lacustris</i>	lake sedge
<i>Carex sp.</i>	sedge
<i>Cephalanthus occidentalis</i>	button bush
<i>Cicuta maculata</i>	water hemlock
<i>Cornus amomum</i>	silky dogwood
<i>Cornus racemosa</i>	gray dogwood
<i>Cornus stolonifera</i>	red-osier dogwood
<i>Daucus carota</i>	Queen Anne's lace
<i>Geum canadense</i>	white avens
<i>Glyceria striata</i>	fowl manna grass
<i>Iris versicolor</i>	wild iris
<i>Muhlenbergia sp.</i>	muhly grass
<i>Phalaris arundinacea</i>	reed canary grass
<i>Populus deltoides</i>	cottonwood
<i>Quercus bicolor</i>	swamp white oak
<i>Rhamnus cathartica</i>	common buckthorn
<i>Ribes americanum</i>	wild currant
<i>Rubus idaeus</i>	raspberry
<i>Salix nigra</i>	black willow
<i>Solidago graminifolia</i>	grass-leaf goldenrod
<i>Viburnum lentago</i>	nannyberry
<i>Viburnum trilobum</i>	high-bush cranberry

Disturbances to wetland

The wetland was farmed extensively in the past but once farming ceased in the low areas the majority of the wetland has native species, especially those areas with a shaded wooded canopy. The most disturbed areas of the wetland are on the south edge where there was a farm road and now reed canary grass. There is broken glass and garbage in Outlot # 2 which will need to be removed from this area.

Outlot #2 Uplands adjacent to wetland

The area of upland surrounding the wetland includes old field on the west and east. On the south, there is a narrow band of upland within Outlot 2. The elevation on the south rises very sharply up to a wire fence which runs along the south property line on the Cape boundary. The shrub-thicket was dominated by hawthorn. Other vegetation within this upland includes:

<i>Acer negundo</i>	box elder
<i>Agrimonia gryposepala</i>	agrimony
<i>Ambrosia trifida</i>	giant ragweed
<i>Arctium minus</i>	common burdock
<i>Circaea lutetiana</i>	enchanter's nightshade
<i>Cirsium vulgare</i>	bull thistle
<i>Crataegus</i> sp.	hawthorn
<i>Fragaria virginiana</i>	wild strawberry
<i>Fraxinus pennsylvanica</i>	green ash
<i>Geranium maculatum</i>	wild geranium
<i>Geum canadense</i>	white avens
<i>Lonicera tartarica</i>	tartarian honeysuckle
<i>Parthenocissus quinquefolia</i>	Virginia creeper
<i>Prunus virginiana</i>	choke cherry
<i>Rhamnus cathartica</i>	common buckthorn
<i>Rhus radicans</i>	poison ivy
<i>Solidago canadensis</i>	Canada goldenrod
<i>Tilia americana</i>	basswood
<i>Vitis riparia</i>	river-bank grape

The old field area on the north and east includes soybeans; with other vegetation also present:

<i>Ambrosia artemisiifolia</i>	common ragweed
<i>Chenopodium album</i>	lamb's quarters
<i>Cirsium arvense</i>	Canada thistle
<i>Daucus carota</i>	Queen Anne's lace
<i>Equisetum arvense</i>	horsetail
<i>Erigeron annuus</i>	annual fleabane
<i>Fragaria virginiana</i>	wild strawberry
<i>Fraxinus pennsylvanica</i>	green ash
<i>Geum canadense</i>	white avens
<i>Melilotus alba</i>	white sweet clover
<i>Monarda fistulosa</i>	wild bergamot
<i>Plantago major</i>	common plantain
<i>Poa pratensis</i>	Kentucky bluegrass
<i>Rosa multiflora</i>	multiflora rose
<i>Solidago canadensis</i>	Canada goldenrod
<i>Taraxacum officinale</i>	dandelion

Outlot 4

Outlot 4 is consists of an area of old field and upland woods. However, a 15' wide access easement will be located 10' east and parallel to the southwest property line of Lot 19, Wooded Valley Estates South for ingress and egress purposes only. There will be no parking of vehicles and/or trailers within this driveway easement area." This area of the outlot consists of mature upland woods with sugar maple, basswood, and black walnut.

Outlot 5:

Outlot 5 is a less mature stand of mixed hardwoods that has regenerated from the core of the more mature Tabor Woods in Outlot 3. Trees include sugar maple, white oak, bur oak, basswood, black walnut and American elm. A large population of over 300 blue stemmed goldenrod, a state endangered plant species is in the understory of the middle aged stands of sugarmaple/basswood/oak that were not dominated by buckthorn in the understory.

<i>Acer saccharum</i>	sugar maple
<i>Alliaria petiolata</i>	garlic mustard
<i>Ambrosia artemisiifolia</i>	common ragweed
<i>Berberis thunbergii</i>	Japanese barberry
<i>Canada goldenrod</i>	Canada goldenrod
<i>Carex blanda</i>	woodland sedge
<i>Carex pennsylvanica</i>	oak sedge
<i>Cornus racemosa</i>	gray dogwood
<i>Crataegus sp.</i>	hawthorn
<i>Daucus carota</i>	Queen Anne's lace
<i>Fragaria virginiana</i>	wild strawberry
<i>Fraxinus pennsylvanica</i>	green ash
<i>Galium triflorum</i>	fragrant bedstraw
<i>Geum canadense</i>	white avens
<i>Hydrophyllum virginianum</i>	Virginia waterleaf
<i>Juglans nigra</i>	black walnut
<i>Lonicera tartarica</i>	tartarian honeysuckle
<i>Poa pratensis</i>	Kentucky bluegrass
<i>Populus deltoides</i>	cottonwood
<i>Quercus alba</i>	white oak
<i>Quercus macrocarpa</i>	bur oak
<i>Rhamnus cathartica</i>	common buckthorn
<i>Ribes americanum</i>	wild currant
<i>Rosa multiflora</i>	multiflora rose
<i>Rubus ideaus</i>	raspberry
<i>Smilax herbacea</i>	carrion flower
<i>Solidago caesia</i>	blue-stemmed goldenrod

<i>Tilia americana</i>	basswood
<i>Ulmus americana</i>	American elm
<i>Viburnum lentago</i>	nannyberry
<i>Viburnum trilobum</i>	high-bush cranberry
<i>Vitis riparia</i>	river-bank grape

Wildlife

The high quality of Tabor Woods is likely to attract an abundance of wildlife, particularly birds. The forest provides a closed canopy within mature upland hardwoods. On a recent field inspection scarlet tanager, wood thrush, eastern pewee, and oven bird were identified within the woods. These birds are forest interior species and require large undisturbed areas of mature forest. Cooper's hawk and hairy woodpecker have also been identified on-site.

At the wetland in Outlot 3, a small flock of Canada geese were present during a recent field inspection. Other birds identified included robin, black-capped chickadee, nuthatch, gold finch, killdeer, northern flicker, red-tail hawk, and a green heron. Two painted turtle shells were found on the west side of the wetland. Water striders were present on the pond surface and several species of dragonflies were flying over the pond as well. Leopard frogs and American toads were observed near the pond. The wooded wetland in Outlot 2 provides habitat for buttonbush, an uncommon wetland species. The basin floods in spring to provide critical amphibian habitat.

Soils

According to the Racine County Soil Survey, the soils on the property shift from upland soils on the west to lowland soils on the east. Morley silt loam (MzdB/ MzdC/ MzdC2) dominates the site within the woods and upland fields. These well drained soils are characterized as moderately to very erodable with slopes from 2 – 12%. These soils have been deposited over glacial till and are moderately fertile. The native vegetation for Morley silt loam was hardwood forest. Most of the site is within MzdB with slopes of 2 – 6% slopes and MzdC with 6 – 12% slopes.

The eastern lowland and wetland areas are mapped as Blount silt loam; a soil with hydric inclusions. This somewhat poorly drained soil has slopes of 1 – 3% and is typically found in depressions and along drainageways associated with the Morley soil unit. These soils have been deposited over glacial till and are moderately fertile. The native vegetation for Blount silt loam was hardwood forest. This soil unit has a slight erosion hazard. The wetlands in outlots 1 and 2 are mapped as Blount silt loam and Radford silt loam (both are hydric inclusion soils) with the deepest wetland basin mapped as Ashkam silty clay loam, a poorly drained soil.

Topography

The U.S.G.S. Topographic Map shows a wide variance in elevation from west to east. The highest point on the landscape within the conservancy is in the central area of the upland Tabor woods with an elevation of 741' (this is the outlot which has been acquired by the Caledonia Conservancy). From west to east, the land slopes down to a low elevation of 689' within the wetlands on the east side of the site and 679' within the wetlands adjacent STH 31.

ECOLOGICAL RESTORATION AND PROTECTION PLAN

The plan will focus on each of the three ecological areas: wetlands, old field, and woods.

Wetland: General Notes:

The goal of the stewardship of the wetland is to protect the native species present and the wildlife usage of these wetlands. The wetland extends from the northeast corner in Outlot 1 to the south central area of Outlot 2. These are connected to the wetland pond in Outlot 3. The wetland complex in Outlots 1,2 and Caledonia Conservancy's Outlot 3 are ecologically important to local wildlife and provide important wildlife and vegetative habitat diversity within the Tabor Woods environmental corridor, as well as providing aesthetic appeal to local residents. They vary from the more disturbed open meadow with trees and shrubs beginning to emerge in Outlot 1 to the wooded ephemeral basin in Outlot 2.

To this end, all wetland areas in Outlot 1 and 2 shall be protected permanently from fill, including but not limited to grass clippings, Christmas trees, soil, compost, leaf matter from other sites, trash, and any other objects not native to the existing wetland. Non native plantings shall not be allowed within the wetland boundaries.

No native trees, shrubs or understory vegetation shall be removed from the wetland areas. If trees die, they should be left to decompose on the wetland soil. If the tree is a hazard it should be cut down and allowed to remain on the wetland soil. Downed trees provide important microhabitats within wetlands. The wetlands are formed from the current hydrologic regime. The wooded portion shall be protected from flooding or draining. Flooding by allowing water to back up in levels higher than pre-construction levels could flood and kill the trees. Except for Lots 3 through 7 of Wooded Valley Estates South per the approved drainage plan, pumps or downspouts leading directly into wetlands shall not be allowed.

Any construction near wetlands shall be with proper erosion control and no fill or sediment shall enter wetlands at any time. No land disturbance including ditching, leveling, grading, digging, tiling shall be permitted within the wetland.

Any herbicide use within wetlands or adjacent wetland shall be to control invasive species and carried out by experienced licensed applicators in accordance with a restoration and management plan. There are known populations of reptiles and amphibians in the pond and wooded wetlands which make the use of herbicides

potentially dangerous for them. There are some recent reports that herbicide use is very detrimental to some amphibians.

There are blocks of wood, pipe, glass and other trash within the wetland areas which will need to be removed.

No native plant material shall be removed unless it is to restore other natural areas on site. For example, seeds could be collected from native vegetation to seed in other areas of the site under the direction of the ecological manager.

WETLAND, Outlot 1

Outlot 1 will be disturbed during 2006 into 2007 as there is a drainage issue in Wooded Valley Estates North. A new drainageway from the north will be routed through this outlot. There will be disturbance to the current conditions and likely a change in hydrology on the north portion of the outlot. This plan does not call for extensive restoration of this outlot since it will be further disturbed and it is difficult to predict the eventual hydrology of the newly graded areas.

The wooded edge of outlot 1 adjacent Tabor Road shall be revegetated and native trees shall be planted along the road edge in light gaps created by the road cut (tree species listed below).

WETLAND Outlot 2:

This wetland has a dominance of native vegetation. It has some trash to be removed. The area must be protected during construction. The hydrology of the wetland must be maintained over time. After the road is built native trees and shrubs shall be planted on the road edge to replace any lost and fill in light gaps. Trees and shrubs shall be planted from the following:

green ash	<i>Fraxinus pennsylvanica</i>
silver maple	<i>Acer saccharum</i>
American elm	<i>Ulmus americana</i>
red osier dogwood	<i>Cornus stolonifera</i>
silky dogwood	<i>Cornus amomum</i>
elderberry	<i>Sambucus canadensis</i>
highbush cranberry	<i>Viburnum trilobum</i>
wild plum	<i>Prunus americana</i>
gray dogwood	<i>Cornus racemosa</i>

Any stands of reed canary grass shall be aggressively treated within the wooded ephemeral basin.

OLD FIELDS Outlots 2 and 4:

The old fields are areas that have most recently been cropped. They are currently being disturbed during the construction of the infrastructure of the development. The field areas are too small to be planted with a high quality prairie mix. These areas will be planted with a conservation mix and allowed to slowly be invaded by trees from the wetlands and surrounding hedgerows.

All upland areas in outlots 2 and 4 will be deep plowed after construction activities cease to try to diminish the compaction of soils. Each area will be seeded with an Upland Conservation Habitat mix containing the following species. This can be purchased as a mix from Oak Prairie Farm 1-800-894-3884, www.oakprairiefarm.com

Upland Conservation Habitat: 3 Native Grasses and 10 Native Wildflowers
Includes: Five pounds of native grass seed: Big Bluestem, Indian grass, and Little bluestem, plus two pounds of wildflower seed: Black-eyed Susan, Evening primrose, Lanceleaf coreopsis, Ox-eye, Partridge pea, Purple prairie clover, Purple coneflower, Rosinweed, Round-headed bush-clover, Yellow coneflower. This mix is currently \$300/acre for 7 lbs/acre.

Plant as a dormant seeding in fall or early spring. This area shall be maintained for the first 2-3 years with a high (6-8 inch) mow 2 times in the growing season. The mow should be early May, early June and early July in the first year following the seeding. The second year the mow should be early May and then evaluate for the following year. The object of the mowing is to keep weeds low so that the prairie plants can get sunlight.

Areas of troublesome weeds including thistles and sweet clover shall be controlled with mowing before plants go to seed or spot herbicide.

Over time native trees will be allowed to repopulate these outlots.

UPLAND WOODS Outlots 4 and 5:

There is broken glass and trash to remove from the woods.

The woods in Outlot 4 and 5 are regenerating from older trees in Outlot 3. Because there is significant biodiversity in the ground cover of the woods, the greatest threat remains the dominance over time of common buckthorn and honeysuckle which will shade and eliminate the plants on the ground. This is a particular threat to blue stemmed goldenrod which is found where buckthorn is not present. It will be shaded out if buckthorn is allowed to colonize and take over the woodlands. There is only a small amount of buckthorn at this time and it should be immediately removed (see phased management approach below). Another long term threat is invasion of garlic mustard. Any stands of garlic mustard should be immediately pulled before they flower and go to seed. The plants must be bagged and disposed off site as they can flower and go to seed if left pulled out on the ground.

Hazard trees that need to be removed should be felled and left to decompose on the forest floor. No other cutting of native tree species shall be done unless it fits into an ecological plan for the site, and is approved by the ecological manager, for example thinning sugar maple trees around an oak tree.

Phased Management of invasive species or other ecological problems:

Each year a management budget shall be targeted for phased treatment and removal of invasive species. The species to be targeted include common buckthorn, honeysuckle, garlic mustard, multiflora rose and reed canary grass.

Areas of management shall be prioritized according to the size of the invasive stand and the surrounding vegetation. Smaller stands in otherwise intact native communities have higher priority than larger more persistent stands in more degraded areas.

Immediate priorities shall be control of buckthorn and honeysuckle in the area of blue stemmed goldenrod in outlot 5, and reed canary grass or other wetland invasives in the wooded basin of outlot 2. Once these areas are under control, any additional budgeted funds available shall be used for other outlots or areas.

Funds shall be budgeted for five years of management and the full amount will be used each year for prioritized control. Funds could also be used for other management or enhancement activities if they are deemed a higher priority by the ecological manager and the Kenosha Racine Land Trust.

ECOLOGICAL MAINTENANCE PLAN

Summary of immediate work during construction of subdivision:

Outlot 1: Remove trash. Seed any upland areas with conservation mix.

Outlot 2: Wetland: Remove trash. Protect from construction activities. Ensure that hydrology is maintained during and after construction. Plant young native trees and shrubs along edge of road crossing once construction complete.

Outlot 2: Upland field: Remove trash if present (look in hedgerow also). Deep plow once construction activities complete. Plant with conservation mix. Mow (high 6-8 inch blade) first 2-3 years to keep weeds down. Use mowing or spot herbicide to control thistle or sweet clover. Prioritize removal of invasive shrubs including common buckthorn and honeysuckle in phased management approach.

Outlot 4: Upland field: Deep plow once construction activities complete. Plant with conservation mix. Mow (high 6-8 inch blade) first 2-3 years to keep weeds down. Use mowing or spot herbicide to control thistle or sweet clover. Prioritize removal of invasive shrubs including common buckthorn and honeysuckle in phased management approach

Outlot 4: Upland woods: Remove trash. Prioritize removal of invasive shrubs including common buckthorn and honeysuckle and garlic mustard in phased management approach.

Outlot 5: Upland woods. Remove trash. Prioritize removal of invasives including common buckthorn, honeysuckle and garlic mustard in phased management approach. Areas with blue stemmed goldenrod shall have highest priority.

Year One:

Remove all trash during construction.

Prioritize invasive control, outlots 2 and 5 shall be first priority for management.

Deep plow and weed all upland areas disturbed by construction with upland conservation seed mix.

Plant native trees and shrubs in light gaps in wooded wetland dissected by Tabor Road (may need to wait for spring of following year after construction complete).

Year Two:

Mow seeded areas early in year and then to control thistle or sweet clover.

Prioritize invasive control and complete budgeted work.

Inspect tree plantings and replant if needed.

Years Three to Five:

Determine if seeded areas require further mowing.

Prioritize invasive control or enhancement budget and complete budgeted work.

Long-term Monitoring and Management:

Monitoring and phased management of the conservancy outlots numbers 1,2 4 and 5 over time is essential in order to maintain the integrity of these high quality woods and related upland fields and wetlands. Regular field inspections should be conducted to look for erosion problems or invasive species. A discussion of invasive species control follows at the end of this report. It is impossible to predict future threats to the ecological integrity of the site. The ecological manager shall keep abreast of management trends and address ecological problems ideally before they occur.

Care must be taken to preserve habitat for the Endangered and Special Concern plant species on the property. Monitor their habitat, particularly blue stemmed goldenrod so that they do not become threatened by the encroachment of other species especially buckthorn and honeysuckle.

Field inspections should be conducted twice per year, once in the spring to check for the introduction of invasives and then immediately plan a treatment method for the removal of these plants. Any other management concerns should be addressed as well. A second

field inspection should be conducted in the fall to make sure that management has been effective.

CONSERVATION EASEMENT RESTRICTIONS IN OUTLOTS 1,2,4 and 5:

The removal of trees, shrubs, or herbaceous vegetation is only to be done as part of the maintenance of the site and within the recommended guidelines stated by this plan. Areas that have been damaged due to human activity or by natural occurrence are to be restored to their former natural state. The planting of non-native and invasive species is not allowed within the conservation outlots. The use of herbicides or pesticides can only be used under the guidance of an ecological manager. Burning within the conservation outlots is not allowed unless it is for management purposes and is performed by a professional.

No hunting is allowed within the conservation outlots. No bicycles, ATV's, or motocross bikes are to be allowed within the conservation outlots. Parking of cars, trucks, and horse trailers are not allowed on outlots listed. Dog owners are required to pick up after their animals.

No placements of structures are allowed within the conservation outlots. Alteration of the land surface such as digging holes, placement of trail markers, or removal of plants are not allowed except for the purpose of maintenance or restoration. Activities that cause degradation, erosion, or pollution are not allowed. Activities which may degrade woodlands, wetlands, or streams are not allowed.

Dumping or storage of waste materials is not allowed (i.e. compost piles, grass clippings, yard waste, hazardous materials).

Easements are not allowed for commercial or industrial uses.

The preserved conservation outlot areas cannot be divided into smaller parcels.

Only Phosphate free fertilizer is to be used on lawns in this subdivision.

STEWARDSHIP PLAN SUMMARY

The goals of this stewardship plan are to maintain the integrity of Tabor Woods and its associated wetlands, by continual monitoring to ensure that the stability of the plant community. Restoration and preservation will include removing invasive plants, preventing soil erosion, planting and seeding with native species, and educating adjacent land owners with specific good stewardship guidelines. These goals will be accomplished by the Owner's Association and creating teams of concerned citizens who will monitor and maintain the property over time. Educational meetings could be helpful to teach local residents how to properly care for their common open space in order to

continue to provide and maintain habitat for wildlife as well as provide outdoor recreational opportunities.

These preserved conservation outlots numbers 1,2 4 and 5 in concert with the conservation holdings of Caledonia Conservancy's portion of Tabor Woods to the west and the Wooded Valley Estates outlots to the north comprise an important ecological complex of woods, upland prairies and wetlands that will continue to support wildlife and provide aesthetic appeal to the area residents.

Invasive Species:

Reed Canary Grass, *Phalaris arundinacea*:

Reed canary grass is a cool season grass that is very resilient to control. The reed canary grass encountered in south east Wisconsin is a cultivar or of European ancestry. It forms dense monocultures in open, disturbed areas. It can spread by seed, or by its underground stems or rhizomes. It can tolerate extremes in moisture from near flooding to dry areas with upland plants invading. It is eventually shaded out by trees and shrubs and cannot form a monoculture in dense shade.

Because the stands in this wetland are largely on the northern edge the best long term control is to re introduce native woody plants and shrubs to shade it out. It would be important to allow all the current native woody species to continue to expand on the site.

Native species that are readily available and can tolerate disturbed areas and would eventually overtop the reed canary include:

in wetter areas:

red osier dogwood	<i>Cornus stolonifera</i>
silky dogwood	<i>Cornus ammomum</i>
highbush cranberry	<i>Viburnum trilobum</i>
river bank grape	<i>Vitis riparia</i>
native willows if available	<i>Salix sp.</i> (not stocked by DNR or County)

in drier areas (on the edge of the wetland/upland boundary):

elderberry	<i>Sambucus canadensis</i>
highbush cranberry	<i>Viburnum trilobum</i>
wild plum	<i>Prunus americana</i>
gray dogwood	<i>Cornus racemosa</i>

Trees:

green ash	<i>Fraxinus pennsylvanica</i>
silver maple	<i>Acer saccharum</i>
American elm	<i>Ulmus americana</i>

native oaks on the highest points

bur oak

Quercus macrocarpa

These plants are available through the county tree program or the DNR forestry tree program which offer young bare root stock at very reasonable rates. They must be planted immediately when obtained in late April, early May and we recommend using a visapore mat (3X3 feet) staked in place to keep herbaceous vegetation from overtopping the shrubs or trees. These are available at Ben Meadows. With or without mats there will be losses due to predation, and competition, so that replanting over time will be important. In a similar site in Washington County, elderberry overtopped reed canary in three years. It is difficult to predict which species will do best in this particular place. It would be desirable to plant a number of species and replant those which are doing the best.

If it is desired to control localized stands of reed canary grass, they should be herbicided very carefully by qualified operators to avoid any drift onto native vegetation or into the water. Glyphosate (Rodeo is the commercially available product for use in aquatic areas) should be carefully applied to stands. If the reed canary is first tied into a bundle it can be more easily sprayed. Further tips are in the Thompson and Luthin, Wetland Restoration Handbook for Wisconsin Landowners (2nd edition, pp.61-67) published by the DNR, or the IPAW website mentioned above (www.ipaw.com).

The woody invasives, buckthorn and honeysuckle, can be cut 6 inches from the base or shorter. The cut stump must be applied with a solution of the herbicide "Garlon" to keep the plant from re sprouting and becoming an even denser problem.

Purple Loosestrife (*Lythrum salicaria*):

Purple loosestrife is a brightly colored purple plant which spreads rapidly by seed and can quickly overtake native vegetation. Any small stands of purple loosestrife can be controlled by herbicide. Control is usually done from mid July and mid August. First break off any flower heads and bag them to take off site. Paint the stem from top down about 3 feet with glyphosate ("Rodeo" for use over water) in a 10% concentration of the active ingredient. Use a paintbrush to apply so the herbicide will be restricted to the plant. The applicator should be sure to paint as many stems as possible. Color dye may be added to the herbicide to aid in seeing what has been herbicided. Check the treated area in 2 weeks to assess the kill and reapply the herbicide to plants still alive.

Very large stands of purple loosestrife may be too widespread to easily treat with herbicide. Biological control has been introduced on purple loosestrife. The *Gallerucella* beetles have been imported from Europe after years of research to determine their safety. These beetles feed exclusively on purple loosestrife and can be purchased or grown for release in large purple loosestrife plots. If the release is successful they rapidly consume the loosestrife and destroy the flowing heads. Over time the size of the loosestrife stand is dramatically reduced. Check with the DNR (www.dnr.wi.gov) for more information on how to purchase the beetles.

Phragmites (*Phragmites australis*):

Phragmites is a very tall grass, towering over 6-8 feet tall with a plummy seed head. A single plant can continue to send out shoots and take over a large space in a very short period of time.

Phragmites must be controlled early in the invasion as it towers over native vegetation choking it out. Using chemical means, follow the directions in the reed canary section to apply "Rodeo" except you need to try to apply herbicide earlier in the year when the plant can be reached. By late summer and fall the towering plant is very difficult to spray.

Upland Invasive Species:

The top three invasive species of upland vegetation which can outcompete and overtake native vegetation are the two shrubs common buckthorn, honeysuckle and garlic mustard in the understory. Each of these invasive species is capable of spreading over time and shading and destroying habitat for more desirable plants. There are photos of these plants in the appendix.

Control in the early stages of invasion is really critical to keeping a small problem from becoming a large one.

Common Buckthorn (*Rhamnus cathartica*):

Common Buckthorn can be readily identified (see photo) by the leaf, spines on the twigs and the orangeish color under the bark. Common buckthorn should be removed in the following ways. The largest shrubs especially with berries should be removed first. Do not cut the plant without applying herbicide to the cut stem or it will resprout and likely end up even denser than before. Plants may be treated in late fall or winter when other vegetation is dormant.

Cut the stem of the plant at 6" or less from ground level, and paint the stump until thoroughly wetted with a 12 to 15% concentration of triclopyr "Garlon" to avoid resprouting. Adding a color dye will aid in through treatment. Cut material can be placed in a pile and burned, or shrubs with no berries can be allowed to decompose on the ground.

Another effective way to control buckthorn is by the use of basal bark treatment with "Garlon" mixed in oil. Treatment is best done in the late fall or winter when native vegetation has died back and will not be affected. Because buckthorn plants retain their leaves long after native vegetation has lost its leaves, they are readily recognized in the late fall. A concentration of 12-15% triclopyr (active ingredient) "Garlon" in diesel fuel or kerosene is recommended by the manufacturer. Use the herbicide in a backpack sprayer with a nozzle that produces a solid cone or flat fan spray. Spray the lower part of the trunk in such a manner that it becomes thoroughly wet, including the root collar, but not to the point of runoff. Each stem of the plant must be treated. Properly done, this basal bark treatment is extremely effective and the plant will not leaf out the following growing season. Once dead, the plant can be cut and removed, or allowed to stand to rot.

Honeysuckle (*Lonicera tartarica*):

Honeysuckle is also capable of shading out native vegetation and must be removed to encourage native vegetation. As with buckthorn, do not cut the stems without application of herbicide or the plants will vigorously re sprout. The best practice is to cut the stems of the plant and treat each cut stump with a 20% solution of glyphosate ("Roundup"). The concentration given here is percent of the active ingredient. Concentrated glyphosate, such as

Roundup Ultra, is around 40% out of the bottle, so that a 20% solution can be made by mixing equal parts of glyphosate and water.

Honeysuckle can be cut with either a brush cutter or a hand lopper. If a stem is too large to cut with a lopper, a handsaw can be used. With a brush cutter, it is important that the cutting blade be sharp. With a dull blade, the cut stems are often shredded and splintered, making them harder to treat with herbicide. For the largest stems, a chain saw may be necessary. No matter which cutting method is used, it is essential that the stumps be cut sharp and straight across, so that the cut stumps can be treated with herbicide (as described below).

If a spray bottle is used, place the tip of the spray bottle onto each cut stump, press gently to bring up several drops of solution, and spread them around the entire cut stump with the tip of the bottle.

As with buckthorn, honeysuckle can be cut at any time of the year. Winter is an excellent time to cut, and glyphosate works quite well then. Honeysuckle is very persistent, and will resprout readily if not treated with herbicide.

Garlic Mustard (*Allaria petiolata*):

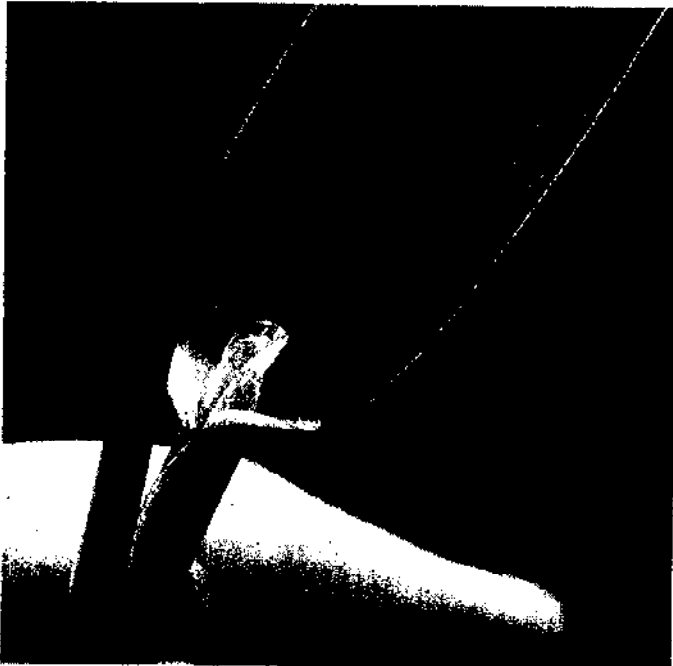
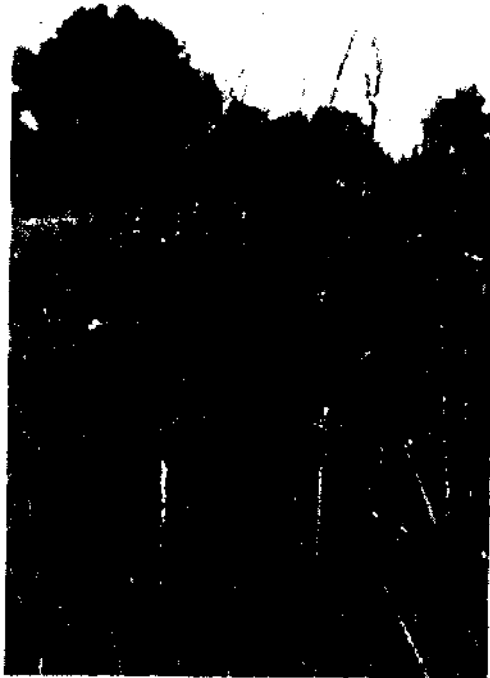
Garlic mustard is a biennial. It is a short rosette in the first year and shoots up and flowers in the second year. Treatment over multiple years is important as the plant is very persistent and will crowd out native Wisconsin flowers in forest understories. Small stands of garlic mustard can be hand pulled especially after a rain when soil is moist. Plants must be immediately placed in plastic bags and removed from the site. Any flowering plants left on the ground can continue to ripen and drop seeds.

Larger stands of Garlic mustard should be sprayed with a 2% solution of glyphosate herbicide. The spraying may be done in early spring when the garlic mustard is green before other vegetation emerges. Another time to spray is in late fall, also when other vegetation is dormant.

Because there is a large bank of seeds where garlic mustard grows, the spraying or pulling must be repeated yearly for at least seven years since seeds can remain dormant in the soil that long.

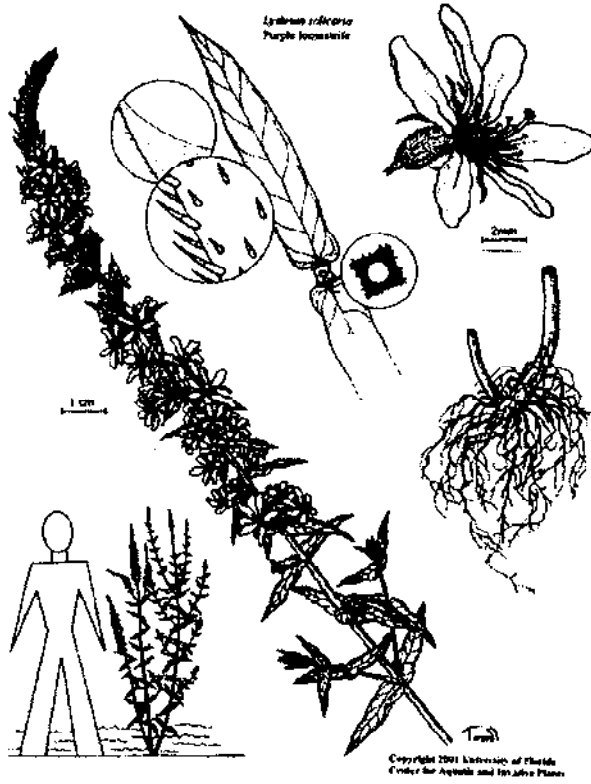
As the garlic mustard population decreases, and depending on whether native vegetation returns on its own, additions of native species may be necessary.

Reed Canary Grass (*Phalaris arundinacea*):



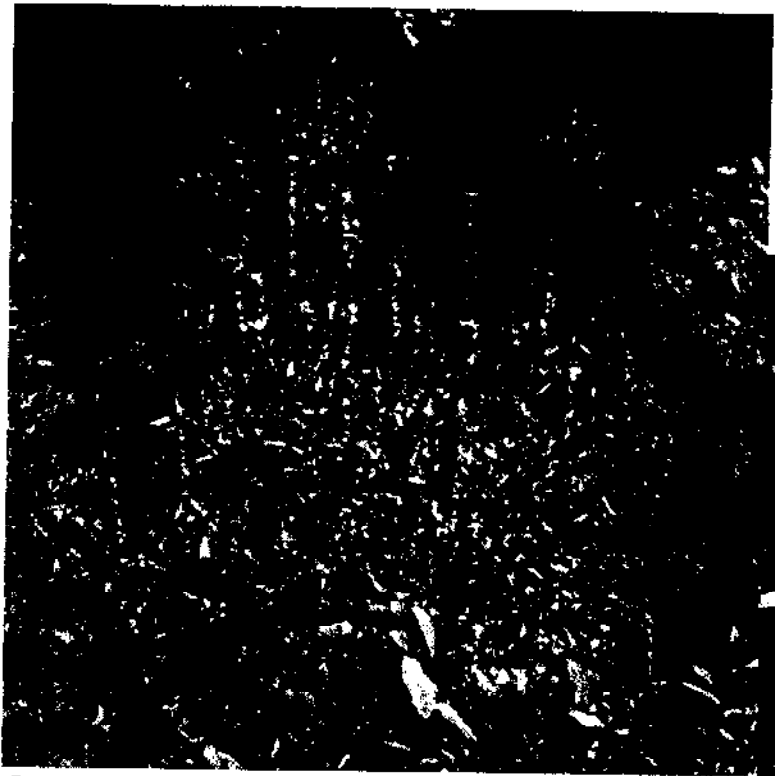
Elizabeth J. Czaroski

Purple Loosestrife (*Lythrum salicaria*):

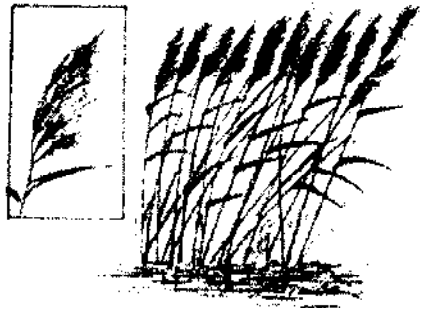


Purple loosestrife in flower:

***Gallerucella* beetles:**

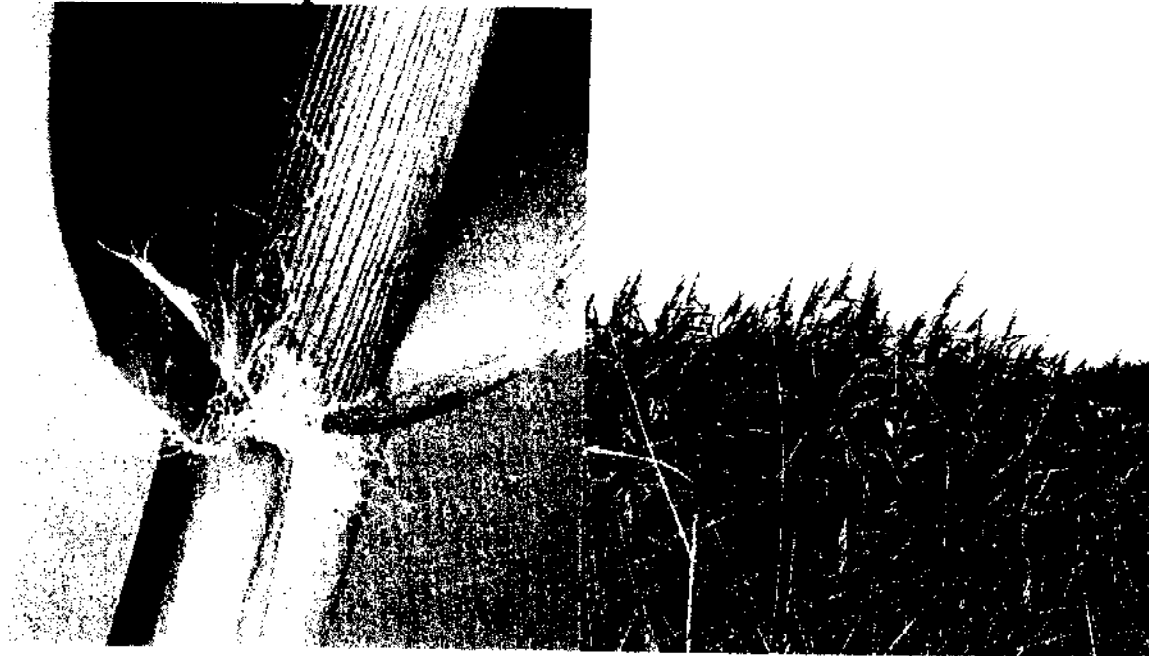


Common Reed Grass (*Phragmites* sp.):

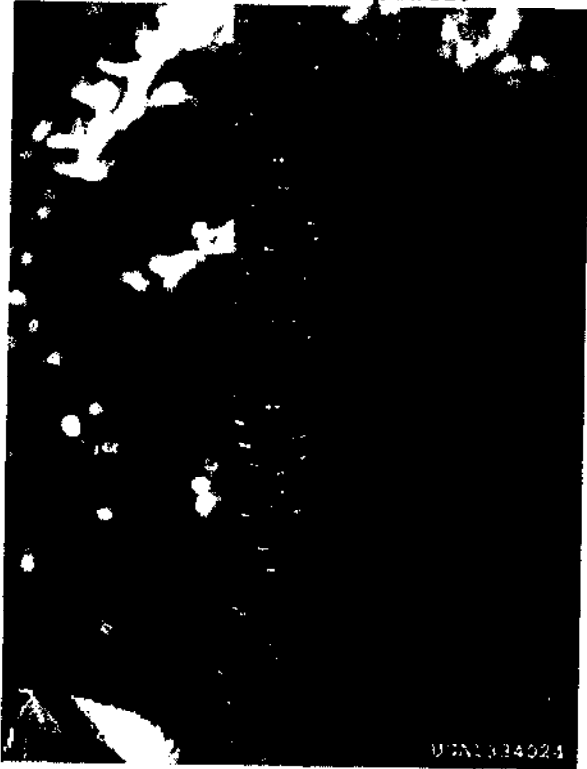


Richard Trevel & Oliver Hill. 1962. *Native Plants of the United States*. 1962.

Leaf blade close up:



Common Buckthorn (*Rhamnus cathartica*):
stem with small white pores:



thorns on stems:

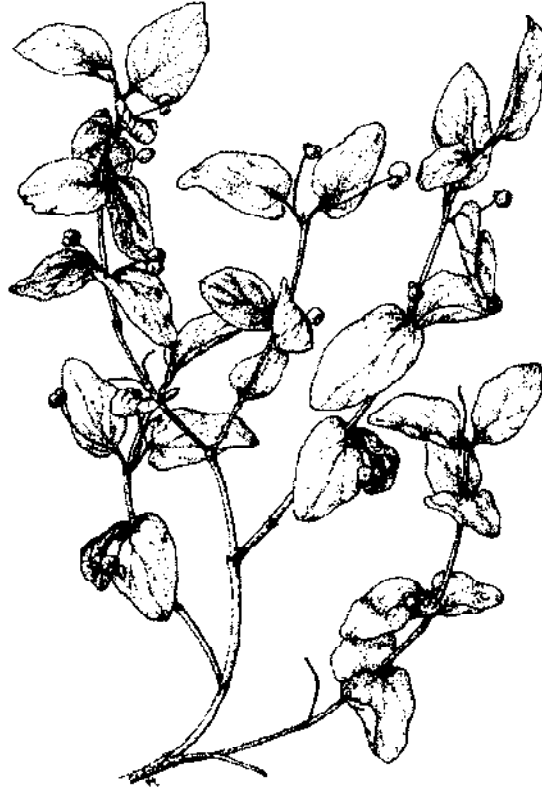


Honeysuckle (*Lonicera tartarica*):

Honeysuckle stems:



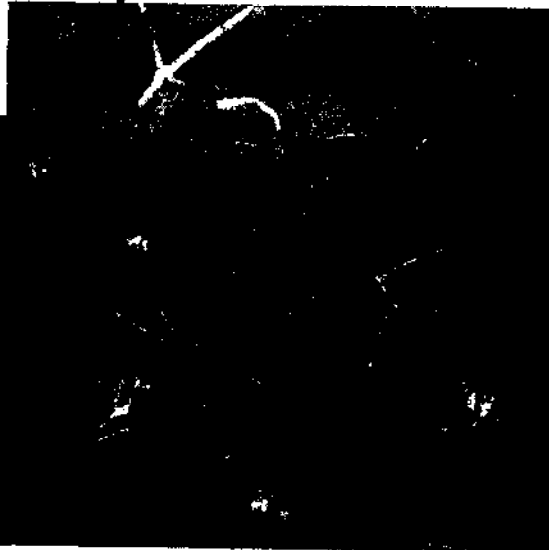
Honeysuckle line drawing:



Honeysuckle flower:

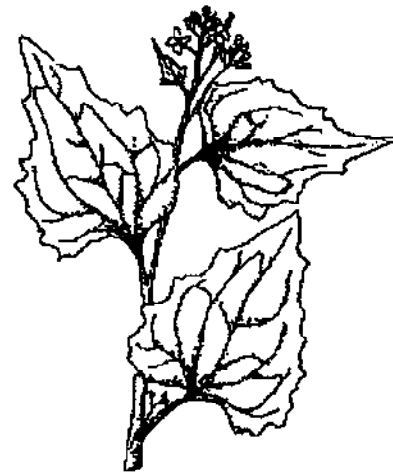
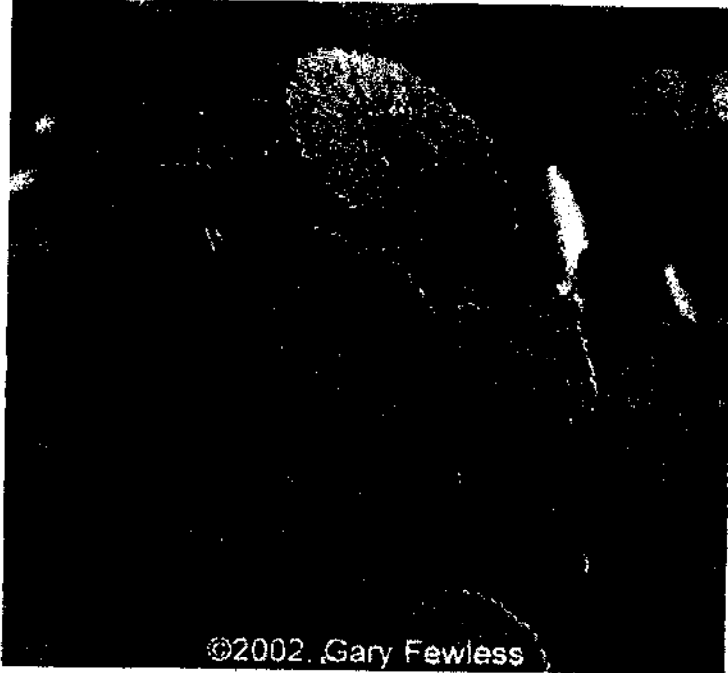


Honeysuckle leaves:



Garlic Mustard (*Allaria petiolata*):

First Year Rosette:



Second year in flower:

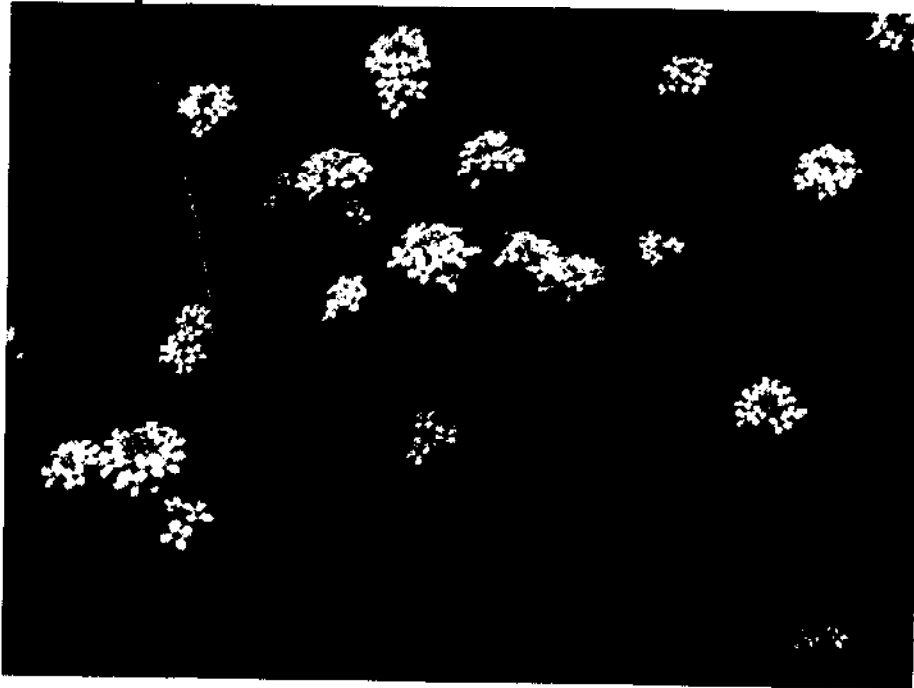


EXHIBIT D

Thompson and Associates Wetland Services, LLC
 1514 Menomonee Ave.
 South Milwaukee, WI 53172

September 6, 2006

Wooded Valley Estates Conservancy Costs

Cost breakdown by year

These are proposed costs, some costs may be difficult to estimate.

The activities bolded I assume Reeseman or a landscaper can do.

Year One:	Thompson and Assoc		Reesman
	Labor	Materials	
Task			
Deep till disturbed upland areas			Reeseman
Seed disturbed upland areas		\$ 1,000.00	
Phased Management of outlots	\$ 3,000.00		
Remove trash			Reeseman
Inspect outlots	\$ 500.00		
Report	\$ 350.00	\$ 50.00	
Subtotal:	\$3,850.00	\$ 1,050.00	
Year Two:			
Plant trees and shrubs in wetland areas near road crossing	\$ 1,500.00	\$ 500.00	
mow 2- 3 times all planted areas			Reeseman
Phased Management of outlots	\$ 3,000.00		
Inspect site twice a year	\$ 750.00		
Report	\$ 350.00	\$ 50.00	
Howowners meeting and educational materials	per Kenosha/Racine Land Trust Development Agreement		
Subtotal:	\$5,600.00	\$ 550.00	
Year Three:			
Mow 2-3 times all planted areas			Reeseman
Phased Management of outlots	\$ 3,000.00		
Inspect site twice a year	\$ 750.00		
Report	\$ 350.00	\$ 50.00	
Howowners meeting and educational materials	per Kenosha/Racine Land Trust Development Agreement		
Subtotal:	\$ 4,100.00	\$ 50.00	
Year Four:			
Mow 2-3 times all prairie areas			Reeseman
Phased Management of outlots	\$ 3,000.00		
Inspect site twice a year	\$ 750.00		
Report	\$ 350.00	\$ 50.00	
Howowners meeting and educational materials	per Kenosha/Racine Land Trust Development Agreement		
Subtotal:	\$ 4,100.00	\$ 50.00	
Year Five:			
Mow 2-3 times all prairie areas			Reeseman
Phased Management of outlots	\$ 3,000.00		
Inspect site twice a year	\$ 750.00		
Report	\$ 350.00	\$ 50.00	
Howowners meeting and educational materials	per Kenosha/Racine Land Trust Development Agreement		
Subtotal:	\$ 4,100.00	\$ 50.00	

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DOC # 2086452
Recorded
MAY 24, 2006 AT 02:02PM

EASEMENT

This Easement Agreement made this 23rd day
of May, 2006, by and between

The Newport Group, Ltd., hereinafter referred to
as "First Party"

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

and

Fee Amount: \$23.00

Caledonia Conservancy, Inc., hereinafter referred
to as "Second Party".



Tax I.D.

Return to: The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI. 53406

23-

WHEREAS, First Party is the owner of certain lands lying and being in the Village of Caledonia, Racine County, Wisconsin, which lands are more fully described in Exhibit A which is attached to this Agreement and incorporated by reference herein; said lands being hereinafter referred to as "Parcel 1"; and,

WHEREAS, Second Party is the owner of certain lands lying and being in the Village of Caledonia, Racine County, Wisconsin, which lands are more fully described in Exhibit B which is attached to this Agreement and incorporated by reference herein; said lands being hereinafter referred to as "Parcel 2"; and,

WHEREAS, First Party has agreed to grant and dedicate an easement over and across a portion of Parcel 1 to provide ingress and egress from Parcel 2 to and from Tabor Road.

NOW, THEREFORE, for valuable consideration, it is declared as follows:

FIRST: The foregoing recitals are true, correct and complete and are incorporated by reference into this Agreement.

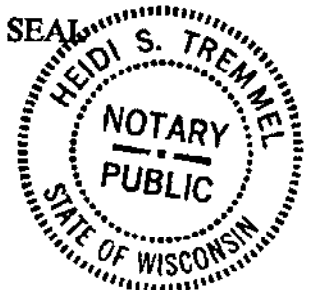
SECOND: By execution of this Agreement, First Party declares and creates an access easement over that portion of Parcel 1 (the "easement area") which is described as set forth in Exhibit C attached to this Agreement and incorporated by reference herein. The easement area is located as set forth in Exhibit D which is attached to this Agreement and incorporated by reference herein. Pursuant to this Agreement, members of the general public, Parcel 2 and its owners, and the owners' successors, assigns, invitees, and employees, shall have the right at all times to enter upon the easement area and to use the same for ingress and

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 23rd day of May, 2006, the above named Raymond C. Leffler, to me known to be the person and officer who executed the foregoing instrument and acknowledged the same.

Heidi S. Tremmel
Heidi S. Tremmel
Notary Public, State of Wisconsin
My commission expires: 3/21/10

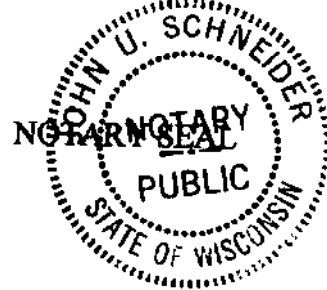
NOTARY SEAL



STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 23rd day of May, 2006, the above named Sandra L. DeWalt, to me known to be the person and officer who executed the foregoing instrument and acknowledged the same.

John U. Schneider
John U. Schneider
Notary Public, State of Wisconsin
My commission expires: is permanent



Drafted by: John U. Schneider - Attorney at Law

egress to and from Parcel 2 and Tabor Road, together with the right to enter upon the easement area to perform maintenance thereon.

THIRD: Parcel 2 and its owners shall be solely responsible for maintenance, repair and improvement of the easement area, including without limitation, surface grading and snow removal therefrom. Parcel 2 and its owners shall be liable for 100% of all costs for maintenance, repair and improvement of the easement area. The easement area shall be properly maintained at all times so as not become a public nuisance, and the surface elevation and grade of the easement area shall be maintained at levels which will allow unimpeded storm water drainage from abutting properties.

FOURTH: First Party, its successors and assigns, shall have no liability for any damage resulting from an exercise of the rights granted by this instrument or the use of the easement area. The owners of Parcel 2 expressly agree to indemnify and hold harmless the First Party, its successors and assigns, from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of any exercise of the rights granted by this instrument or the use of the easement area. The owners of Parcel 2, for themselves, their successors and assigns, further agree to aid and defend the First Party, its successors and assigns (at no cost to Parcel 1 and its owners) in the event they are named as a defendant in an action concerning any exercise of the rights granted by this instrument or the use of the easement area.

FIFTH: The easement area shall be used for access only and shall not be used for parking. No structures of any kind, other than fences which are approved by the Village of Caledonia and by the First Party and which are intended to mark easement boundaries, shall be constructed or maintained within the easement area. Approval of fences by the First Party may not be unreasonably withheld.

SIXTH: This Agreement is intended as, and shall be construed to be, a covenant running with the land. The easement rights and covenants created by the terms of this Agreement shall be permanent in nature and shall be binding upon the owners of each parcel, their successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the day and date first above written.

FIRST PARTY:

The Newport Group, Ltd.

By: Raymond C. Leffer
Raymond C. Leffer President

SECOND PARTY:

Caledonia Conservancy, Inc.

By: Sandra L. DeWalt
Sandra L. DeWalt Title
2 President Caledonia
Conservancy

EXHIBIT A:

Legal Description (FirstParty):

Outlot 4, Wooded Valley Estates South being a part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 13, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin.

Part of Tax Key No. 104-04-22-13-017-000

EXHIBIT B:

Legal Description (Second Party):

Outlot 3, Wooded Valley Estates South being a part of the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 13, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin.

Tax Key No. 104-04-22-13-017-003

EXHIBIT C:

Legal Description (Easement Area):

All that part of Outlot 4 of Wooded Valley Estates South, a recorded subdivision being a part of the SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13, T4N, R22E in the Town of Caledonia, Racine County, Wisconsin bounded and described as follows: *village*

Commencing at the Southwest corner of said Outlot 4: thence S89°22'48"E along the south line of said Outlot, 217.42 feet to the place of beginning of the lands hereinafter described: thence N14°01'00"W 24.51 feet; thence N37°58'22"W 118.55 feet to a point on the southerly right of way line of Tabor Road; thence northeasterly 20.73 feet along said right of way line and the arc of a curve of radius 80.00 feet, center lies to the north, chord of said arc bears N66°37'47.5"E, 20.67 feet; thence S37°58'22"E 159.64 feet to a point on the south line of said Outlot 4; thence N89°22'48"W along said south line 38.32 feet to the place of beginning.

Containing an area of 3,227 square feet (0.074 acres) of land.

EXHIBIT D:

Location of Easement Area:

Wooded Valley Estates South

