

**RESTRICTIVE COVENANTS FOR
YORKSHIRE HIGHLANDS**

Declaration of conditions, covenants, restrictions and easements regarding Yorkshire Highlands Subdivision, Village of Yorkville, Racine County, Wisconsin (the "Declaration").

This declaration is made by TNG 27, LLC, hereinafter called "Developer", as owner of certain real property in Racine County, Wisconsin; and

WHEREAS, the Developer holds title to certain real estate located in the Village of Yorkville, Racine County, Wisconsin, (the "Village") described in Exhibit A to this Declaration, which lands have been platted as Yorkshire Highlands 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 Yorkshire Highlands Subdivision, the conditions, covenants, restrictions and easements hereinafter set forth, which shall inure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

I. GENERAL PURPOSE

The general purpose of this declaration is to help assure that the Subdivision will become and remain an attractive development, to ensure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to ensure 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 (also referred to as Grant of Conservation Easement). Easement attached hereto as Exhibit "B" and incorporated herein by reference to protect environmentally sensitive areas and agricultural areas located on Outlot 1 of the Plat and pursuant to the Stewardship Plan.

- B. Land Trust. SENO K/R LT CONSERVANCY INC., ~~Inc.~~, the holder of the Conservation Easement.
- C. Stewardship Plan. The Conservation and Stewardship Plan for the Subdivision prepared by Eco-Resource Consulting, Inc. dated May 2021 and revised August 2021, a copy of which is attached hereto as Exhibit "C".
- D. Plat. The recorded final plat of the Subdivision.
- E. Homeowner's Association. The Yorkshire Highlands 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 through 2 as identified on the Plat. Outlot 2 is not subject to these Restrictive Covenants.

III. TERMINATION

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

- A. Execute a written document modifying, amending or rescinding these conditions, covenants, restrictions and easements or any one or more of them in whole or in part; and
- B. Record such document in the office of the Register of Deeds of Racine County, Wisconsin.
- C. Sections III, XIII, XIV, XX, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX 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 Yorkville and the Land Trust. [The Grant of Conservation Easement and Stewardship Plan may only be modified pursuant to the terms of the easement and pertinent statute governing conservation easements.](#)

IV. SEVERABILITY

Invalidation of any provision of these restrictions by judgment or other court order shall

not in any way affect any of the other provisions, which shall remain in full force and effect.

V. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed, or altered on any lot until the building plans, landscape plans, specifications and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and planning by the Architectural Control Committee. Such plans and specifications shall be submitted to the Architectural Control Committee for approval before a building permit and/or zoning permit from the Village of Yorkville and/or Racine County is applied for. Two copies of the building plan and two copies of the survey showing the building footprint are to be submitted to the Architectural Control Committee. The Architectural Control Committee may, at its sole discretion, approve, modify, conditionally approve, or deny a house plan submittal. The decision of the Architectural Control Committee shall be final. Upon approval, one copy of the plan and one copy of the survey will be returned to purchaser and one copy will be retained by the Architectural Control Committee. Any lot owner violating any provision within this Section V is subject to the jurisdiction of the Racine County Circuit Court. Any violator of this Section V shall be subject to a permanent and temporary restraining order; ~~and that~~ no bond shall need to be filed by the Architectural Control Committee to enforce this Section V.

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

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

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

D. The address of the Architectural Control Committee is:

8338 Corporate Drive, Suite 300
Racine, WI 53406

E. Submissions for Architectural Control Committee approvals may be emailed to the Committee at _____@_____. Emailed submissions must contain a legible

copy of the complete building plans, a legible copy of the survey, ~~and,~~ exterior color selections for all exterior materials. Exterior color selections shall contain color photos of selections along with the color name and manufacturer. Incomplete submissions will be returned to the submitter and will not be considered received until such time as all information required has been received. Confirmation of receipt will be received.

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

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

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

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

~~I.~~ 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 a minimum of 25-year fiberglass dimensional shingles, cedar shake or masonry material approved by the Architectural Control Committee, with not less than a 6" to 12" (6/12) pitch. All residences shall have a minimum of 50% brick, stone or other approved masonry product on the front elevation, unless brick or stone would be contrary to the design of the home, and shall be approved by the Architectural Control Committee. All residences shall have smart board, hardiplank or similar type siding. Aluminum or vinyl siding is not allowed, however, soffit and fascia may be of aluminum or vinyl. All residences shall have a minimum of two windows, in an acceptable size as determined by the Architectural Control Committee, on every elevation. If

windows on the front of the residence contain grids, then all windows on the residence shall contain grids.

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

| | |
|---------------------------------|----------------------|
| 1 Story (Ranch Style) | 2100 sq. ft. minimum |
| 2 Story (Traditional) | 2400 sq. ft. minimum |
| 1 1/2 Story (Example: Cape Cod) | 2300 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 above size requirements exceed the minimum square foot requirements by the Village of Yorkville. The more restrictive requirements contained herein shall prevail.

VII. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected ~~be erected~~ contrary to the Village of Yorkville ordinances. No structure or part thereof erected upon any corner lot in the Subdivision may be erected nearer than fifty (50) feet from the lot line adjacent to the street located at the side of such building. The front yard building setback line for each lot in the Subdivision shall be fifty (50) feet from the front lot line unless written approval is received from the Architectural Control Committee. The side yard setback shall not be less than fifteen (15) feet on either side and the rear yard setback shall not be less than fifty (50) feet.

Commented [TJP1]: These setbacks do not appear to be consistent with the setback requirements for C-2 found in section 20-508. Please review and also check with the Building Inspector.

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VIII. GARAGES, DRIVEWAYS, AND LANDSCAPING

A minimum of a two (2) car, but not to exceed four (4) car, garages shall be constructed on a building site and shall be directly attached to the residential structure or attached by a breezeway. Nothing in this section shall be construed to prohibit the construction of an attached garage which is larger than the ~~maximum~~ ~~minimum~~ ~~required~~ ~~allowed~~ by this section provided such garage is constructed in conformity with local ordinance. Detached garages of any size are prohibited. See Section XXIV for Accessory or ~~Outbuildings~~ Utility Buildings.

Commented [TJP2]: Check with Building Inspector on the size limitation, if any, on attached accessory structures.

To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, blacktop, brick or other hard surface material acceptable to the Architectural Control Committee. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and

surfacing of the driveways and walkways.

IX. UTILITIES AND ANTENNAS

All electric lines, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electric without the approval of the Architectural Control Committee. Any such exterior antenna, satellite dish receiver or similar device shall not exceed 36" in diameter and shall not be visible from the street. There shall be no free-standing tower type antennas allowed in the subdivision.

X. SOLAR ENERGY

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

XI. HEDGES AND FENCES

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

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

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

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

XII. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. All lot owners shall abide by the Village of Yorkville Ordinance regarding pet ownership within the Village limits. Separate outbuildings or enclosures may be erected or kept upon a lot for the purpose of housing or restraining any animal or pet provided the

location, design, construction and material for such structure is approved by the Architectural Control Committee. Chain link and galvanized steel dog runs are prohibited.

XIII. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials which will give off odors of ~~of any~~ kind, and all deposited fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than three (3) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. The finished grade of any improved lot in the Subdivision shall comply with the Master Grading Plan on file. Changes to this covenant are only allowed with written Architectural Control Committee approval and ~~shall~~ require the approval of the Village of Yorkville ~~and Racine County~~. Prior to the conveyance of lots, the Developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected so that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications approved by, and on file with, the Village Engineer. Upon conveyance of individual lots, individual lot owners shall assume the responsibility for maintaining the erosion control measures put in place by the Developer. If individual lot owners fail to maintain said erosion control measures, for all periods of time for which the Developer retains any responsibility to the Village under the Developer's Agreement, the Developer shall have the right to enter upon any lot or common area in the Subdivision for the purpose of restoring the same or providing maintenance pursuant to ~~the~~ 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 Yorkville and performed under the terms of this paragraph. In the event that restoration or maintenance is required by reason of the act or neglect of any lot owner, or of the Homeowner's Association, the Developer shall have the right to recover its costs from said owner or the Homeowner's Association. After the Developer's responsibility under the Developer's Agreement has expired, the right to enter upon any lot or common area to restore same, or provide maintenance pursuant to the 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.

Finished yard grades must be approved by the Village Engineer before construction may commence. The Developer shall collect from each lot purchaser, at the time of closing, a ~~3\$25750~~ \$25750.00 flat fee to be forwarded to the Village Engineer for the purpose of paying for this review. This fee applies only to the sale of the lot from the Developer to the initial purchaser.

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 Outlot 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 along with a site plan indicating the trees to be removed, and a reason for the request, to the Architectural Control Committee. Except for dead or dying trees, no trees may be removed without the express written consent of the Architectural Control Committee. Other than trees allowed to be removed during construction, each lot owner shall take all necessary measures to protect trees from damage during construction.

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

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

PLEASE SEE SECTION XXVII - EASEMENTS

XV. NOXIOUS ACTIVITY

No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on, except for those home occupations permitted allowed or permitted under the zoning code for the Village of Yorkville; and generally, no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

XVI. SIGNS

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

Commented [TJP3]: This section is far more restrictive than what is allowed under statute and local ordinances. Developer is encouraged to seek legal review of this section.

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~~ the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the sale and/or construction period. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision.

XVII. SWIMMING POOLS / RECREATIONAL EQUIPMENT

Swimming pools and spas are allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Village of Yorkville and Racine County. No portion of a swimming pool or the adjoining enclosed area ~~shall~~ shall be constructed or maintained nearer to the street line than the rear foundationline of the principal structure. *Above ground pools are prohibited in the Subdivision.*

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

XVIII. TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within sixty (60) days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains. In no case shall any removed trees, brush, stumps, roots or other similar materials be placed or dumped upon any Outlot.

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

XIX. VEHICULAR STORAGE

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, ~~no motor~~ no motor vehicle may be parked, stored or otherwise kept on any lot in the Subdivision other than a car, truck or van which is licensed by the State of Wisconsin as a private passenger vehicle. Outdoor storage of any vehicle with advertising of any type (other than car dealer emblems) is prohibited. Any such vehicle must be enclosed within a garage. No driveway apron may be constructed for the storage of any vehicle or trailer.

XX. LOT AND OUTLOT MAINTENANCE

Each vacant lot in the Subdivision shall be maintained by the owner ~~of such 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 Yorkville and Racine County ordinances regarding weed control.

Outlot 1 contains an area which has been designated as a "Entrance Sign Easement" area, which is shown on the final Plat for the Subdivision. The Homeowner's Association shall be required to maintain the landscaping within the easement area (for example, cutting the grass and weeding any planting beds). Failure to maintain the landscape area within the Outlot may result in the Land Trust and/or Village of Yorkville maintaining said landscape easement and assessing the individual lot owners for any costs pursuant to the Conservation Easement. Maintenance of the Entry Sign Easement located within Outlot 1 shall be subject to any restrictions ~~contained~~contained ~~in~~in the Grant of Conservation Easement and Stewardship Plan.

Outlot and Entry Sign Easement Maintenance. In the event the Developer, its successors and assigns, including the Homeowner's Association, should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay for the regular maintenance required for its properties within the Subdivision, including pursuant to the Conservation Easement and Stewardship Plan, the Land Trust and/or Village of Yorkville 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 Yorkville as a special assessment against all of the properties in the Subdivision ~~which border the properties~~, or the Village of Yorkville may seek a mandatory injunction such purpose.

OWNERSHIP OF OUTLOT 2, AS SHOWN ON THE FINAL PLAT, IS RETAINED BY DEVELOPER AND IS NOT SUBJECT TO THESE RESTRICTIVE COVENANTS.

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

XXI. COMPLETION OF CONSTRUCTION

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

XXII. TEMPORARY STRUCTURES

No structure of a temporary character, nor boat, trailer, truck, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently. No previously used building shall be moved on to any lot in the Subdivision from another location; this shall include outbuildings of any type.

XXIII. GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. To ~~insure~~ ensure the attractive appearance of the Subdivision, all equipment shall be kept in an enclosure and out of view ~~from the from the~~ street and adjacent or neighboring property owners. There shall be absolutely no dumping of trash or yard waste within any of the Outlots.

XXIV. ACCESSORY OR UTILITY BUILDINGS

~~Except to a detached garage which is prohibited under Section VIII, and s~~Subject to applicable Village of Yorkville ordinances, a single detached accessory building (not to exceed 24'x30') shall be permitted on lots in the Subdivision *provided that the design and location of the same are approved, prior to construction, by the Architectural Control Committee and the Village of Yorkville and/or Racine County, if required.* Said accessory building shall be substantially the same as the residence on the lot including brick, stone or other approved masonry on the front, and siding and roofing materials. A building ~~and/or zoning~~ permit will be required from the Village of Yorkville and/or Racine County prior to the construction of said accessory building. For purposes of this Section XXIV, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be constructed without prior approval of the Architectural Control Committee. However, the Village of Yorkville and Racine County permits, if ~~required, are the responsibility of the lot owner.~~

Commented [TJP4]: Building Inspector needs to review this section.

XXV. MODIFICATION

This declaration may be amended at any time through execution of the owners of seventy-five percent (75%) of the residential lots in the ~~subdivision affected~~ subdivision affected by these restrictive covenants of an amendment which shall take effect on the date of recording thereof in the office of the Register of Deeds for Racine County, Wisconsin. The Developer shall be exempt from any modifications made to these Restrictive Covenants for so long as the Developer retains title to any lot within the Subdivision.

~~With respect to those sections listed above in Section III, n~~No such modification(s) shall be made, however, without the ~~prior written~~ prior written approval of the Village of Yorkville Village Board (upon review and recommendation of the Village of Yorkville Plan

Commission), ~~and the Land Trust, and Racine County.~~ The grant of Conservation Easement and Stewardship Plan may only be modified pursuant to the terms of the easement.

XXVI. ENFORCEMENT OF RESTRICTIONS

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

XXVII. EASEMENTS & PRESERVATION EASEMENTS

Easements have been reserved for various public and semi-public purposes on the recorded plat and as within separate recorded easement documents. Use of the easement areas is defined within the recorded documents and may further be defined by applicable local ordinances. Prior to construction of improvements, or disturbance of any easement area, each ~~lot owner~~ lot owner should carefully review all recorded easements and contact the Village for any ordinances.

A. **Entry Sign Easement.** Outlot 1 contains an area which ~~has been~~ has been designated as an "Entry Sign Easement" area, which is shown on the Plat for the Subdivision. The Homeowner's Association is required to maintain the landscaping within the easement area (for example, cutting the grass and weeding any planting beds as required by the Village). Failure to maintain the landscape areas within the Outlots pursuant to the Conservation Easement ~~and and~~ and Stewardship Plan may result in the Land Trust and/or Village of Yorkville maintaining said landscape easement 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 or municipal entities, easements and rights-of-way over, across and through Outlot 1 for the erection, construction and maintenance ~~of~~ 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 Yorkville 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~~ 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~~ over, across,

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

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

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

~~D.~~ **G. Easements to Run with the Land.** All rights and easements described herein are perpetual rights and easements appurtenant to/and running with the land and shall be binding upon and inure to the benefit of: (1) the Developer; and (2) the Homeowner's Association with respect to the easements over the Outlots.

H. Preservation Easements and Wetlands. Lands lying within any designated Preservation Easement (secondary environmental corridor and/or wetlands as identified on the Final Plat as Outlot 1) shall be preserved and protected by prohibiting the following: Grading, filling, tiling, draining, excavating, and dredging; erecting any structures; removing or destroying any native vegetation; (except for diseased, non-indigenous species or noxious weeds as defined by local ordinances); introducing plants not native or indigenous to the natural environment; creating a mown landscape, gardening, cultivating, or depositing yard waste of any type; and grazing of domesticated animals, where applicable.

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

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

XXVIII. OUTLOTS & STEWARDSHIP PLAN

The Plat for the Subdivision shows two (2) Outlots. OWNERSHIP OF OUTLOT 2, AS SHOWN ON THE FINAL PLAT, IS RETAINED BY DEVELOPER AND IS NOT SUBJECT TO THESE RESTRICTIVE COVENANTS. Due to the Conservation Subdivision Ordinance for the Village of Yorkville (Title 14 of the Code of Ordinances), Outlot 1 is subject to the Conservation Easement and Stewardship Plan for the Subdivision. All lot purchasers are urged to

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review the Conservation Easement and Stewardship Plan which contains a five (5) year maintenance plan. Purchasers are hereby notified that the amount shown to maintain and monitor the Outlot 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. The Developer has no further obligation following the initial payment to maintain and monitor the Outlot. After the initial five (5) year period, the Homeowner's Association shall be solely responsible for management, and costs thereof, for the Outlot pursuant to the Conservation Easement and Stewardship Plan. In addition, the Village of Yorkville retains the right to verify maintenance 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 Outlot 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 Outlot 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 for the first five (5) years as provided for in the Conservation Easement and Stewardship Plan. The Village of Yorkville 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 maintenance and monitoring firm, or another reputable firm acceptable to the Village of Yorkville and the Land Trust.

Each owner of a lot in the Subdivision receives a 1/15th common ownership interest in Outlot 1. The developer and all subsequent owners warrant and represent that said outlot for assessment purposes will have no value per se, and the 1/15th interest in said outlot would be assessed with each of the buildable lots.

In the event said outlot is not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/15th per buildable lot, of the taxes due on said outlot. In the event that these taxes are developer or subsequent owner individually for all taxes due.

OWNERSHIP OF OUTLOT 2, AS SHOWN ON THE FINAL PLAT, IS RETAINED BY DEVELOPER AND IS NOT SUBJECT TO THESE RESTRICTIVE COVENANTS.

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

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

XXIX. ~~CUL-DE-SAC~~, OUTLOT, WALKING PATH, DETENTION PONDS, AND ENTRY MONUMENT MAINTENANCE

Walking Paths: The subdivision may contain a mowed walking path around the perimeter of the outlot areas for the use of the residents. The maintenance of these areas shall be the responsibility of the Association in perpetuity. Lot owners are advised to view the recorded plat for the subdivision for locations of wetland areas located within the Outlot(s). These wetland areas shall be maintained in perpetuity by the Association as required by the Village of Yorkville, Racine County, Wisconsin Dept. of Natural Resources, and/or the Army Corps. Of Engineers.

Residents, guests and invitees are encouraged to utilize the walking path and to observe the following requirements: 1) no motorized vehicles of any kind are allowed on the walking path or within the outlot areas, except as needed to mow grasses and repair or maintain the path or outlot areas; 2) residents walking their dogs on the walking path are required to clean up after their pets. Failure to clean up after their pets may result in the Association prohibiting pets on the walking path; and 3) stay on the path system and do not encroach into your neighbor's yards.

Detention Ponds: The subdivision contains one or more detention ponds for stormwater management purposes. These ponds may be considered "wet" or "dry" ponds and are located in the Outlot 1 area of the subdivision. Maintenance and long-term monitoring and upkeep of these ponds shall be the responsibility of the Association in perpetuity. These ponds are not designed for swimming and the Association hereby forbids, in perpetuity, swimming, wading, etc. in detention ponds.

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

Outlot and Easement Maintenance. In the event the Homeowner's Association should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay the real estate taxes assessed against its properties within the subdivision, the Village of Yorkville 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 estate taxes remaining unpaid, together with any penalties and interest thereon, may be collected by the Village of Yorkville as a special assessment against all of the properties in the subdivision ~~which border the properties~~, or the Village of Yorkville may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purpose.

Entry Monument: At the discretion of the developer, an entry monument may be erected at the entrance of the subdivision, which, if installed, shall be located within Outlot 1, but shall be outside of any road right-of-way. Upon completion of the installation of any entry monument, the association shall maintain said monument in perpetuity, including the care of any landscaping around said monument and the maintenance and repair of any entry signage.

XXX. HOMEOWNER'S ASSOCIATION

Developer has formed the Homeowner's Association for the lot owners in the Subdivision. The purpose of the Association is to protect and maintain those areas within the development

which are designated as Outlot 4+1, including obtaining the necessary insurance, landscape plantings, entry monument(s) and maintenance according to the Conservation Easement and Stewardship Plan, Membership in the Seno K/RLT Conservancy (holder of the Conservation Easement) and, if necessary, to maintain other easement areas as designated by the final plat.

The initial Board of Directors shall consist of:

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

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

XXXI. HOMEOWNER'S ASSOCIATION RESERVE FUND & ANNUAL FEE

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

XXXII. MAILBOX /U.S. POSTAL SERVICE DELIVERY

????? HAS THIS BEEN CHECKED WITH THE POST OFFICE ??? IF A "COMMUNITY" BOX IS REQUIRED, THERE IS NO WHERE TO PUT ONE - NO RESERVATION FOR ANY SPACE ON THE PLAT, ETC. DISCUSSION IS NEEDED!!!

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Purchasers of lots within the Yorkshire Highlands 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-Purchaser acknowledges that in order to achieve a uniform appearance throughout the subdivision, Developer will provide and install mailboxes as required by the U.S. Postal Service. At time of closing, buyer shall be charged an amount of \$_____ 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.

XXXIII. RESTRICTED/PROHIBITED VEHICULAR ACCESS

~~All~~ Outlot ~~1s~~ shall have restricted vehicular access to any streets within the subdivision except for maintenance vehicles required to maintain or repair landscaping or perform any duties required under the Conservation Easement and Stewardship Plan.

XXXIV. WATER & WASTEWATER SERVICES

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

Each individual lot has a designated approved septic location as provided on the Final Plat. The cost for the septic system, including any permitting, installation and maintenance, shall be the sole responsibility of the individual lot owner.

XXXV. FIREARMS / HUNTING

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

XXXVI. DRAIN TILES

During the planning, engineering, platting and development of the Subdivision any existing known drain tiles were identified and repaired or re-routed as required in order to complete the Subdivision and maintain the proper storm water management. In the event a Lot Owner discovers a drain tile within their lot that is damaged during construction, it shall be the Lot Owner's responsibility to report that damage to the Village of Yorkville and to make any required repairs or re-routing ~~of~~ the drain tile as directed by the Village of Yorkville. Developer shall not be responsible for any drain tile(s) that may exist that was not previously disclosed to Developer. Pursuant to Chapter 28 of the Village's Code of Ordinances, the lot owner shall remain responsible for the future maintenance, operation, and replacement of all private storm/surface water facilities, including drain tiles, whether previously mapped or subsequently discovered.

XXXVII. AGREEMENT TO TERMS

By acceptance of a conveyance of property which is subject to this declaration, the grantee,

Attachments:

- Exhibit A Legal Description
- Exhibit B Conservation Easement
- Exhibit C Stewardship Plan

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, together with a 15/15th interest in Outlot 1, Yorkshire Highlands, a recorded Subdivision being part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 1, Town 3 North, Range 21 East, in the Village of Yorkville, Racine County, Wisconsin.

Revision Date: 01/25/22