

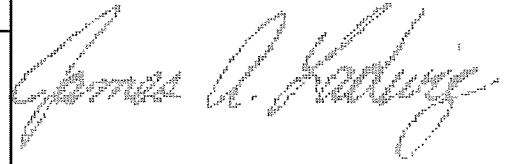
**DECLARATION OF
RESTRICTIONS**

DOC # 2077020
Recorded
MAR. 21, 2006 AT 11:24AM

Document Number

Title of Document

RECEIVED
MAR 31 2006



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$93.00



Record this document with the Register of Deeds

Name and Return Address:
Charles W. Cousland
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Parkway
Waukesha, Wisconsin 53188



(Parcel Identification Number)

THIS INSTRUMENT WAS DRAFTED BY:

Charles W. Cousland
Godfrey & Kahn, S.C.
Wis. State Bar No. 1021259

**DECLARATION OF RESTRICTIONS
FOR
BLUE RIVER PRESERVE SUBDIVISION**

This Declaration of Restrictions (the "Declaration") is made this 15th day of March, 2006 by Blue River Preserve, LLC, hereinafter the "Developer."

WHEREAS, Developer is the developer of the Blue River Preserve Development, in the Village of Caledonia, Racine County, Wisconsin; and

WHEREAS, Developer is the Owner of the real property comprised of all residential Lots and Outlots in Blue River Preserve Development;

WHEREAS, Developer desires to subject the residential Lots and Outlots (the "Property") as identified in the plat for said Blue River Preserve Development to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the Property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment;

WHEREAS, due to the nature of the development there is a Conservation Easement that has been placed on the Property governing the use and management of Outlots 1, 2, 3 and 5 and the Drainage Easements and Walking Path Easement located on Outlot 4;

WHEREAS, Outlot 4 has been dedicated to Racine County for use by the public.

THEREFORE, the Developer hereby declares that the Property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Village of Caledonia (the "Village") and the Developer, and their respective successors and assigns, and to all parties hereafter having any interest in the Property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration shall become effective immediately upon the recording hereof with respect to the Property as described on the attached Exhibit A.

The terms "Blue River Preserve," "Blue River Preserve Development" and "Subdivision," as used in this Declaration, are defined as the property described on the attached Exhibit A.

The term "Common Areas" as used in this Declaration is hereby defined to include those areas managed and maintained by the Owner's Association that benefit the Lot Owners including the Common Lots, common improvements and common easements.

The term "Common Expense" as used in this Declaration is hereby defined as those expenses for managing, controlling and maintaining the Common Areas and administrative expenses of the Owner's Association.

The term “Common Lots” as used in this Declaration is hereby defined as the real property comprised of Outlots 1, 2, 3, and 5 and the Drainage Easements and Walking Path Easement located on Outlot 4 as described on the Subdivision plat.

The term “Development Agreement” as used in this Declaration is hereby defined as the Development Agreement by and among the Village of Caledonia, the Developer and ISB Community Bank for the development of the Subdivision.

The term “Lot” as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The term “Lot Owner” as used in this Declaration is hereby defined as the owner of title of each Lot.

The term “Land Trust” as used in this Declaration is hereby defined as the Kenosha/Racine Land Trust, Inc., a non-profit charitable corporation, and its successors and assigns.

The term “Owner’s Association” as used in this Declaration is hereby defined as the homeowners association for all of the Lot Owners.

The term “Stewardship Plan” as used in this Declaration is hereby defined as the management plan for those areas of the Property subject to the Conservation Easement.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Blue River Preserve Development will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the Property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the Property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the Property; to encourage and secure the improvements of the Property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the Property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for the Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as there remains any vacant Lot in the Subdivision; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant Lot in the Subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Blue River Preserve Development without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with square footage called out, and with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee, with a postage paid return envelope. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot Owner as evidence of such approval. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has

been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the Subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the Subdivision. In making that evaluation, the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. The Architectural Control Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the Subdivision, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the Architectural Control Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Paragraph 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

The exterior siding of all dwellings shall consist of brick, stone, cedar, or other natural material approved by the committee. The Architectural Control Committee, in its sole discretion, shall have the right to permit the use of artificial stone, artificial brick, composite wood, cement board type siding, Dryvit type siding and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the Subdivision. In addition to the foregoing, exterior siding may consist of and providing that the architectural integrity of the home is not adversely affected by the use of such material. No exterior walls shall have twenty (20) feet or more of continuous wall without a door or window. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone. The roofing of all dwellings shall consist of fully dimensional asphalt shingles, with a minimum thirty (30) year rating, or wood or tile. Conventional asphalt shingles shall not be permitted. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types of roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the Subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper. The main portion of the roof shall have a minimum pitch of 7/12 unless the Architectural design of the home is affected by a minimum pitch of 7/12, a lesser pitch may be permitted or denied at the sole discretion of the Architectural Control Committee. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee.

All homes shall include an attached garage with a minimum of 528 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than 3 cars. All garages shall be equipped with automatic garage door openers for all overhead doors. All garages shall be side entry garages where ever possible, and shall not face a public street (unless on a corner lot), unless such side entry is determined by the Architectural Control Committee, in its sole discretion, to be unfeasible or impractical, based upon the lot dimensions and/or the house design. No detached garages shall be permitted. No storage shed shall be allowed on any Lot. Other types of outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single family residence on such Lot.

All Lot Owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted by the Village of Caledonia unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Blue River Preserve Development shall have a minimum square footage of living space as follows:

- i. One story houses shall have a minimum square footage of living

