

Restrictive Covenants for The Crossing at Dollar Creek Second Addition, Town of Ledgeview, Brown County, WI

Recorded in Volume \_\_\_\_\_ of plats, Page \_\_\_\_\_  
Document Number \_\_\_\_\_ Time \_\_\_\_\_

1) Purpose: The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby insure each lot owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the lot than is necessary to insure the same advantages to the other lot owners.

2) Land Use And Buildings: No building shall be erected, altered, placed, or permitted to remain on any lot other than the dwellings and outbuildings provided for in these covenants. No building erected elsewhere shall be moved onto any lot. All single family homes shall have a full basement, and shall be site constructed.

3) Minimum Requirements: Residences must meet the following minimum space requirements. (Excluding garages, basement-finished or unfinished, open porches, sun porches, three seasons rooms, and breezeways.)

Lots 88-92 and Outlots 4-8:

- a) Single story ranch: 2200 sq. ft.
- b) Two story and multi-level homes: 2800 sq. ft.
- c) Minimum roof pitch 8/12

Lots 63-87 and outlots 10-14:

- d) Single story ranch: 2500 sq. ft.
- e) Two story and multi-level homes: 3200 sq. ft.
- f) Minimum roof pitch 8/12

4) Developer Review: The developer reserves the right of architectural and design review for homes proposed to be constructed in the subdivision. The developers review shall include but not be limited to the covenants within this document as well as the overall design and placement of the proposed structure. The intent of this review is to encourage the same quality and standards throughout the development. Proposed plans shall be given to the developer prior to seeking a building permit from the Town of Ledgeview. Any walkouts or exposed windows from lower level must have developer, surveyor or engineer approval at the time of plan submission and be clearly indicated on the plans submitted for approval. The developer shall review and comment on the proposed plan within 10 days of receipt of the plan. Failure to comment, by the developer, within 10 days shall constitute approval. Developer approval of plans shall in no way constitute approval of any condition which would be contrary to any village, county, or state requirements. Ranch style homes must have a minimum of 50 percent brick or stone on the front façade of the home. All roofing material must be architectural style shingles,

cedar, copper, or standing seam metal roof. No vinyl siding is allowed on any side of the home.

5) Removal of Dirt: No fill or topsoil shall be removed from the subdivision without written consent from the developer. So long as the developer owns any lot, developer reserves the right to direct the disposition of any dirt (soil) that is to be moved from the lot.

6) Grading: No lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back-up onto the lot of another property owner or so as to restrict the use or enjoyment of any other lot by any other lot owner. Each lot owner is responsible for maintaining established grade. Lawn and landscaping to be completed within one year of occupancy in strict compliance with approved subdivision drainage plan.

7) Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any parcel at any time as a residence either temporarily, or permanently. No structure other than a fully completed residence shall be occupied.

8) Completion Date: All homes must be completed within twelve months and shall have the exterior completed within 12 months after commencement of building. Initial landscaping and lawn must be completed within 12 months after completion of building. All driveways must be hard surfaced within 12 months after completion.

9) Access: During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to the adjacent lots, the owner of the home under construction shall restore or pay the developer for the restoration of said property to its pre-damaged condition.

10) Maintenance:

a) Parking: Non-operable vehicles, boats, trailers, RV's, campers, and other such vehicles may not be parked or stored outside for more than five (5) twenty four (24) hour periods within one calendar year. Storage, temporary or permanent of these vehicles must be kept in an enclosed garage. Vacant lots may not be used for parking or storage of any kind.

b) Landscape: All lawns and landscaping shall be maintained in an attractive manner. All lawns must be kept clipped; no "wildlife" or "prairie" lawns are permitted in front of the primary structure. The cutting and storage of firewood shall be contained to an area concealed from the view of neighbors and be maintained in an orderly fashion.

c) The lot owner is required to perform all necessary maintenance and upkeep of the lot prior to construction, including keeping the lot free of trash, waste, brush, weeds and long grass. At all times during construction, the site shall be maintained to developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall be

contained at all times in some manner as will prevent such material from blowing unto neighboring properties and/or streets.

11) Maintenance of Common Elements and Mailboxes: Developer reserves the right to maintain construction or landscaping that has not been maintained according to HOA rules and owner is not proceeding with due diligence to comply with such construction or landscaping. The Developer and each lot owner in the subdivision also grant the Town of Ledgeview the authority to maintain Outlots 16, 17, and 18 if the HOA fails to properly maintain those areas. Lot owners in the development will be equally assessed for any expenses of the Town of Ledgeview and waive any rights to notices or objection for such special assessments. Any costs so incurred by Developer or Town (including, but not limited to, attorney's fees and court costs) shall become a lien on the lots in the development and/or be assessed on the property taxes of each individual lot.

12) Accessory Buildings: One accessory building shall be allowed no larger than 168 sq. ft. Outbuilding plans, specifications and site plans shall be submitted to and approved by the proprietors of this plat prior to commencement of construction. Failure to receive written approval prior to construction may result in the developer or any resident of this plat enforcing removal of such structure. All buildings shall have a concrete floor. Any accessory building shall be built on site of 2x4 construction or equal, with a shingled roof with a minimum roof pitch to match the principal structure. The accessory building shall be constructed of similar materials, in a manner to be harmonious in style and color to the principal structure. Developer reserves the right to deny, limit, or require a certain location for outbuildings so that they do not impede the view of neighboring property owners.

13) Structures other than Accessory Buildings:

a) Pets: Dog kennels cannot exceed 100 sq. ft. with a maximum height of 6 feet and must respect the same side and rear setbacks as are required for the primary structure. Plans and specifications shall be submitted to and approved by the proprietors of this plat prior to commencement of construction. Failure to receive written approval prior to construction may result in the developer or any resident of this plat enforcing removal of such structure. The developer may require extra landscaping and/ or design elements to promote harmony with surrounding structures and residents. No dog house or kennel shall be allowed in front of the primary structure. All pets must be maintained so that they do not cause a disturbance or create odors which are offensive to neighbors. However, nothing contained herein shall be construed to permit the keeping of any dog, cat, or any other pet which shall in any way constitute a nuisance.

b) Fences: No chain link type fences permitted, decorative fencing may be used. No fences shall be allowed in front of the primary structure and must comply with all Town of Ledgeview ordinances.

c) Mailboxes: Developer will provide lot owners with a list of approved mailboxes and owners must purchase and install models on the approved list. Any mailboxes that are clustered between lot lines or on outlots will be repaired or replaced by the HOA.

14) Conservation Intent. The plat of The Crossing at Dollar Creek Second Addition contains areas designated with a "Conservation Easement". The Landowner and the Town of Ledgeview share the common purpose of preserving the Conservation Values of the Property in perpetuity. The Landowner has placed restrictions on the use of the Property to protect those Conservation Values. The Town and the Landowner agree to accept, the right to monitor and enforce these restrictions in order to preserve, enhance and protect the Property for the benefit of this generation and generations to come. No trees shall be removed from the Conservation Easement Area unless those trees have been certified by the Town of Ledgeview that they are dead, diseased, or dying. No grading, landscaping, or structures area allowed in the area and shall be removed and restored at the owners expense should such improvements be discovered. Landowners that wish to remove any vegetation must contact the Town of Ledgeview prior to removal or will be subject to a fine, restoration of the area, or both. The only removal of trees shall other than above shall be by the Town of Ledgeview for public utilities or a public trail within the outlot 15.

15) These covenants and restrictions, other than number 14, Conservation Intent, may be removed, modified, annulled, waived, changed, or amended at any time and in any manner by a written declaration setting forth such amendment, which has been executed by the owners of at least 75% of the lots in said plat, in such form as to entitle it to be recorded with the Register of Deeds Office for Brown County, Wisconsin, provided, however, that such amendment, to be effective shall require written approval, of recordable form of developer, so long as he owns any of the lots in this plat; further provided, however, that the written approval of Developer shall not be required if the only lot he own is for a primary residence. All covenants set forth within this document shall apply exclusively to this development and in no way shall a variance or special exception to these covenants be pursued through governmental channels associated with the Town of Ledgeview or Brown County. All rights and responsibilities of the Developer shall expire upon concluding sale of all parcels in said development. If the Developer or heirs of the Developer own property within the development for personal residential purposes then their roles and responsibilities within the development shall be the same as that of any other within the development.

15) Enforcement: Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain a violation or to recover damages. Legal filing of violation of these covenants shall be permitted by any resident of the development, by the Developer if still holding a share of the development, or in the case of violating the adopted stormwater management plan and overall grading plan, then the Town of Ledgeview shall have the right to file. In the event of litigation to enforce these conditions, covenants, and restrictions, the non performing party or the party violating any of the conditions, covenants, and restriction shall reimburse the Developers and/or owners for all out of pocket expenses (including actual attorney's fees and court costs) incurred in enforcing these conditions, covenants, and restrictions.

16) All decisions of the developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.

17) Variations in any of these covenants may be permitted by the developer where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole.

18) Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

WITNESS THE HAND OF SAID OWNER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_  
IN THE PRESENCE OF :

\_\_\_\_\_  
Ryan P. Radue  
Radue Homes Inc.

STATE OF WISCONSIN  
BROWN COUNTY SS  
PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_  
THE ABOVE NAMED PERSONS TO ME KNOWN TO BE THE PERSON WHO  
EXECUTED THE FOREGOING INSTRUMENT.

\_\_\_\_\_  
BROWN COUNTY, WISCONSIN NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_