

Document Number

STONE FENCE PRESERVE
RESTRICTIVE COVENANTS
TOWN OF LEDGEVIEW
BROWN COUNTY, WISCONSIN

Recording Area

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**STONE FENCE PRESERVE
RESTRICTIVE COVENANTS
TOWN OF LEDGEVIEW, BROWN COUNTY, WI**

The following Restrictive Covenants are adopted by the Stone Fence Preserve Homeowner's Association, Inc. (the "HOA") for the purposed of assuring that the neighborhood retains its value and attractiveness, to prevent nuisances and conflicts among homeowners and neighbors, to maintain the desired tone of the community thereby providing each lot owner the full benefit and enjoyment of his/her home, and to insure that the Development is operated in an efficient and orderly manner so as to create a pleasant living environment.

LEGAL DESCRIPTION OF THE DEVELOPMENT IS AS FOLLOWS:

Part of the Northwest Quarter of the Northwest Quarter (NW ¼ of the NW ¼), Northeast Quarter of the Northwest Quarter (NE ¼ of the NW ¼), Southwest Quarter of the Northwest Quarter (SW ¼ of the NW ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ of the NW ¼) of Section 28, and part of the Northeast Quarter of the Northeast Quarter (NE ¼ of the NE ¼) of Section 29, all located in Township 23 North, Range 21 East, Town of Ledgeview, Brown County, Wisconsin.

NOW THEREFORE, in consideration of the aforementioned purposes, it is agreed that the following protective covenants and restrictions are established and binding upon the above-described property.

ARTICLE I
PURPOSE

The purposes 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 to insure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners.

ARTICLE II
LAND USE AND BUILDINGS

Land Use and Buildings: All lots shall be used for single family residential purposes only. A lot may also be used in conjunction with a single family improvement to include a private recreational improvement such as inground swimming pool, tennis court, sport court or other recreational use, subject to prior written approval from the Developer and subject to the covenants contained herein and other restrictions, easements, setbacks or reservations of record.

No building shall be erected, altered, placed, or permitted 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.

Minimum Requirements: Residences must meet the following minimum space requirements (excluding garages, basement finished or unfinished, open porches, sun or screen porches, three season rooms and breezeways).

Lots 1-4; 19-28; 45-48; 53-69

- (a) Single story ranch: 1800 sq.ft.
- (b) Two story and multi-level homes: 2200 sq.ft.
- (c) Minimum roof pitch: 7/12

Lots 5-18; 19-23; 29-44; 70-76

- (a) Single story ranch: 2200 sq.ft.
- (b) Two story and multi-level homes: 2600 sq.ft.
- (c) Minimum roof pitch: 7/12

Developer Review: The developer reserves the right of architectural and design review for homes proposed to be constructed in the subdivision. The developer 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 and allow a time period of one week (7 days) from date of submission for approval by developer.

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. Developer approval of plans shall in no way constitute approval of any condition which would be contrary to any village, county or state requirements.

No project may be started without prior approval of plans, list of materials and signed copies of these covenants by the lot owner and builder. If the covenants are violated, it will be at the owner's expense to remedy the violation.

Home Styles and Materials:

- a) All homes to have some masonry on the front (approximately 1/3 of front of home on a Ranch style), however, some home styles may be acceptable with minimal or no masonry, depending on the materials used and style of home, to be approved by Developer.
- b) All roofing material must be architectural style shingles, copper or standing seam metal roof.
- c) Roofing material must be in neutral colors of gray, black, brown, tan or a combination thereof.
- d) It is strongly recommended that the exterior of homes be fiber cement, hardboard, masonry, or a combination thereof. Other acceptable sidings may include, with permission of Developer, Premium Seamless XL vinyl siding, insulated or foam-backed vinyl siding, vertical board-and-batten, and vinyl or hardboard shake. Developer will not accept standard 4" vinyl and prefers any vinyl product have upgraded, premium features, few seams or seamless, and have stamped or wood grain-like features.
- e) Garages must be attached and a minimum of two car, front or side-load.

- f) Driveways to be concrete. Stamped concrete or pavers are also acceptable.
- g) The Town of Ledgeview requires all new subdivisions to have sidewalks. Specifications will be given to the builder at time of permit application. The cost of the sidewalk is paid for by the lot owner.

Subdivision of Lots: No lot or lots may be subdivided into any parcels, tracts or lots smaller in size than that which was originally conveyed by Developer to the initial purchaser. No lot shall contain more than one (1) single family dwelling. Developer reserves unto itself the right to subdivide, re-divide and or/divide into parcels, tracts or lots, any or all of the real property owned by the Developer.

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. Each lot owner is responsible for maintaining established grade. Lawn and landscaping to be completed within one year of completion of home in strict compliance with approved subdivision drainage plan.

Every house shall have a foundation below frost line. Every house shall be placed on the lot to establish the top of foundation at a minimum of 24" above curb height; with the adjustments being made for the contour of the road and existing homes.

Exposed or walk-out lots shall not have lower level openings below the current known high-water elevation for the area. During the platting process there is a drainage plan designed by the engineer. Property owners are responsible to make sure their property is in compliance with this drainage plan at all times; before, during and after construction. If a lot owner is found not to be in compliance with the drainage plan and corrections need to be made, it will be done at the property owner's expense within six (6) months of discovery.

Suitability of Soil: Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any lot. Developer recommends prospective buyers, at buyer's expense, have their lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern to buyer.

Temporary Structures: No structure of a temporary character, trailer, basement, 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.

Start Date/Completion Date: There is no construction time limit between lot ownership and start date. Projects must be completed within one year of start of construction (from issuance of building permit by the Town of Ledgeview). Every structure shall have a permanent finish on the exterior within six months of start. Completion of structure includes the dwelling, the lot, which shall be final graded to meet existing grade requirements, and hard surface driveway. Landscaping to be completed within one year of completion of home.

Access: During construction, no access to the building's 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 or lot owner for the restoration of said property to its pre-damaged condition.

Lot Stakes/Comer Markers: Survey stakes (metal pipes in the ground) identify every lot corner. Whether done by individual lot owner, their builder, or professional surveyor, the lot owner is responsible to locate corner markers. The home must be placed within the legal limits of the plat and the requirements of the Town of Ledgeview. Lot owners shall be solely responsible for maintaining all survey markers and must

be sure they are not moved or removed during the construction of their individual homes. A disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Fill and Topsoil: Stockpiles of topsoil and fill located on any unsold lot remains the property of the subdivision/developer and are not a part of the sale of any individual lot upon which it may be stockpiled. Any fill or topsoil hauled in or out of any lot shall be at buyer's expense.

Maintenance of Vacant Lot: The lot owner is responsible for the maintenance and upkeep of the lot prior to the start of construction, including but not limited to keeping the lot free of trash and debris, and cutting long grass and weeds. Cut grass, leaves and other compost should be taken to the Ledgeview Compost drop-off site.

Construction Debris and Curb Cuts: The owner, in accordance with ordinances enforced by the Town of Ledgeview, shall dispose of all debris created during construction, including curb cuts. Any cost incurred by the developer for removal of such debris shall be billed to the homeowner who is responsible for removal of such debris.

ARTICLE III **AESTHETIC APPEARANCE**

Exterior Storage: There shall be no exterior storage of trailers, boats, RV's, campers, lawnmowers, ATV's or any other motorized or nonmotorized vehicles. Temporary parking of a trailer, camper, RV or other vehicle that is being loaded/unloaded and planned to be used or stored within a 48-hour period of time is acceptable. Cars and other motorized vehicles should be stored in garages when not in use. Storage, temporary or permanent, of these vehicles must be kept in an enclosed garage or off-site.

Parking. Homeowners shall not park, nor shall they permit their families, guests or invitees to park on or to block access to the entrance to the development or in front of the cluster mailboxes. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense.

Garbage/recycling collection and containers: Town approved containers shall not be set out prior to 5 p.m. on the day preceding collection and put away no later than 9 p.m. on the day of collection. Garbage and recycling containers must be stored in the garage or approved accessory building and not visible from the street or to any neighbor.

Finished landscaping: All lawns and landscaping shall be maintained in an attractive manner. All lawns must be 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 the neighbors and be maintained in an orderly fashion.

Vegetable Gardens. Vegetable Gardens are permitted but are not to be located in the front yard of any home or lot.

Clotheslines/laundry. No permanent clotheslines poles or laundry hanging accessories are allowed.

Accessory Buildings: One accessory building may be constructed on any lot, not to exceed 168 square feet (appx 12' x 14'). Outbuilding plans, specifications and site plans shall be submitted to and approved by the developer of this plat prior to commencement of construction. All accessory building must also meet any applicable zoning code regulations. Failure to receive written approval prior to construction may result in

the developer or any resident of this plat enforcing removal of such structure. Any accessory building shall have a concrete floor and be built on site of 2x4 construction and materials to match the principal structure. The 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.

Structures other than Accessory Buildings: No detached dog kennels, dog houses, chicken coops, or tree houses will be allowed. Other structures that are not attached to the principal residence such as pergolas or gazebos need to be submitted to the Developer or HOA for approval prior to construction or installation.

Swimming Pools: All pools must be in-ground and the developer and/or HOA must approve all plans. Fencing shall be as described in these covenants and subject to local ordinances.

Satellite Dishes: Satellite dishes are allowed but must not measure in excess of 24 inches in diameter. No wiring should be visible on the exterior of the home.

Fences: No chain link, solid, barricade style or cedar fences are permitted. All fences must comply with Town of Ledgeview ordinances and setbacks. All fences must be approved by developer and/or the HOA. Open, aluminum, maintenance free fences are recommended. Invisible fences for pet containment are acceptable.

Mailboxes: At this time, the United States Postal Service is requiring mailboxes in new subdivisions to be clustered. Any mailboxes that are clustered will be repaired, replaced and maintained by the HOA. If at such time the USPS decides that individual mailboxes will be allowed, the developer and/or HOA will inform each owner what the mailbox specifications will be for the subdivision.

Pets and Livestock: No livestock is allowed, including, but not limited to, cattle, horses, swine, sheep, goats or poultry. Each homeowner is allowed a maximum of two pets: one or two dogs, one or two cats, or one dog and one cat. A homeowner may also have other indoor-only pets such as fish or a bird.

Dogs that are unrestrained or constantly barking and a nuisance to the neighborhood will not be allowed. These may be subject to a visit and removal by the Town Constable.

All pets must be maintained so that they do not cause a disturbance or create odors which are offensive to neighbors. Pets must be contained when outside, either with permanent, approved fencing, invisible fencing, or on a leash of at least 8' long. When walking your pets, they must be on a leash and the owner is responsible for cleaning up the pet's waste and disposed of at your home, not on someone else's lot or in any conservancy area.

Each Homeowner shall have the duty to clean up after any animal owned by the homeowner or their guests or invitees after the animal has defecated or otherwise used any portion of the Common Area and created a mess. The Association will have the area around the entrance to the development and/or cluster mailboxes cleaned and re-landscaped as necessary.

Nuisances. No noxious or offensive activity shall be carried on upon the entrance to the development or on any outlot described herein, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Signs. No signs of any kind shall be displayed to the public view on the outlots or other than the entrance sign of the development.

ARTICLE IV
COMMON EXPENSES AND MAINTENANCE

Common Expenses. The HOA shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each homeowner to meet the estimated common expenses of the Association for the ensuing year. Such budget shall include all common expense items, including but not limited to taxes, maintenance and repair, the cost of insurance of all types, and any other expense item inuring to the benefit of all homeowners.

Maintenance of Common Areas: Common areas may include but are not limited to, entrances to the subdivision, clustered mailboxes, and other areas designated for use by all residents and owners. The common areas will be landscaped and maintained by an HOA and will require an annual or monthly fee by each property owner (to be determined). An initial fee to be assessed upon closing of each lot and held in a designated HOA account fund.

Stone Fence Preserve designated Out-lots are as follows, per approved plat:

Out-lot 1 and 2: Conservation Easement and Environmentally Sensitive Area (“ESA”) managed by the Town of Ledgeview and dedicated to the public

Out-lot 3: Developer-owned

Out-lot 4: Stormwater management/Retention Pond

Out-lot 5 and 6: Stone Fence Preserve entranceway marker

Maintenance of Common Areas do not include Town of Ledgeview ESA’s or Conservation Easements, as described below:

Conservation Intent: Stone Fence Preserve includes designated Town of Ledgeview ESA (Environmentally Sensitive Area) and/or "Conservation Easement." The Landowner and Town of Ledgeview share the common purpose of preserving the Conservation Values of the Property in perpetuity. The Town and 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 those 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 are allowed in these areas and shall be removed and restored at the owners expense should such improvements be discovered. Landowners that wish to remove any vegetation in these designated areas must contact the Town of Ledgeview prior to removal or will be subject to a fine, restoration of the area, or both.

ARTICLE IV
MISCELLANEOUS

A. Terms. The restrictions and covenants of this Declaration shall remain in effect for a period of twenty (20) years from the date hereof and thereafter shall continue automatically to be in effect for additional periods of five (5) years unless terminated or otherwise limited or enlarged by the recording of an instrument executed and acknowledged by the owners of at least seventy-five percent (75%) of the lots covered by this Declaration.

B. Amendment. These restrictive covenants shall run with the land, and all future conveyances of any lots of the development shall be subject to the conditions, covenants obligations and restrictions set forth herein. Acceptance of a deed by any purchaser is considered an agreement to observe and abide by such restrictive covenants for the protection of all owners of the development. These restrictive covenants may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written Declaration setting forth such amendment and at least seventy-five percent (75%) of the lot owners.

C. Enforcement. Enforcement of these restrictive covenants shall be by proceeding at law or in equity against any person or person violating or attempting to violate any covenant or restriction either to restrain a violation or to recover damages including attorney's fees. Legal filing due to a violation of these covenants shall be permitted by any resident of the development, by the Developer if still holding a share of the development, and by the HOA.

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 Developer, the HOA 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.

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.

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.

Other laws and ordinances adopted by the Town of Ledgeview, County of Brown, and State of Wisconsin are not specifically listed in these documents but can be enforced by those governmental agencies as deemed necessary. Residents of this community are asked to behave responsibly and lawfully when it comes to the use of fireworks or excessive noise after the hours of 10 pm. Please respect the rights of your neighbors to enjoy a peaceful lifestyle.

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

E. Binding Effects. The homeowners of all lots agree to be bound by the Restrictive Covenants contained herein. These restrictions shall be a covenant running with the land and shall be binding upon all parties hereto, their successors, heirs, personal representatives and assigns.

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 and/or establishment of an HOA to manage and represent the interests of the lot owners and the subdivision.

Dated this _____ day of _____, 2020.
