

**CHESTNUT RIDGE
DECLARATION OF RESTRICTIONS AND COVENANTS**

Affecting the following described real estate located in the City of West Bend,

Washington County, Wisconsin:

Being a resubdivision of Lot 1, Block 4 of Walomar No. 2 and vacated Western Avenue and Lot 1, CSM No. 6001 and being part of the NE 1/4 of the SW 1/4 and to the NW 1/4 of the SE 1/4 of Section 14, T11N, R19E, City of West Bend, Washington County, Wisconsin.

RECITALS:

1. Chestnut Ridge of West Bend, LLC, a Wisconsin limited liability company (the “owner” or “Developer” is the owner of the above-described real estate (the “real estate” or “CHESTNUT RIDGE”), which consists of twenty (20) improved residential lots (the “lots”).
2. The owner wishes certain restrictions to be imposed on the development of the real estate so that the investment of purchasers of the lots will be protected.
3. It is desired to provide the future owners of the property with a voice in control of continued development in consideration for their purchase of the lots.

IT IS THEREFORE AGREED, that each sale and subsequent use of the above described lots shall be subject to the following covenants and restrictions which shall run with the land:

1. **CONTRACTOR.** All Contractors and builders for all new residential construction in CHESTNUT RIDGE shall be exclusively building third-party certified GREEN BUILT HOMES as specified by the GREEN BUILT HOME program in Wisconsin.
2. **GENERAL PURPOSE.** The general purpose of this Declaration of Restrictions and Covenants for CHESTNUT RIDGE (the “Declaration”) is (1) to promote the harmonious development of CHESTNUT RIDGE into a residential community of high quality while protecting the natural beauty and quality of the environment; (2) to help insure that CHESTNUT

RIDGE will become and remain an attractive community; (3) to preserve the open space within CHESTNUT RIDGE; (4) to guard against the erection of poorly designed or proportioned structures; (5) to require harmonious use of materials; (6) to promote the highest and best residential development of CHESTNUT RIDGE; (7) to require the erection of attractive homes in appropriate locations on building sites; (8) to require proper setbacks from streets and adequate free spaces between structures; and (9) in general, by such actions to maintain and enhance the value of investments made by purchasers of properties in CHESTNUT RIDGE.

3. **ARCHITECTURAL CONTROL**. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat of survey of the lot showing the location of all such structures or improvements and the landscape plan shall have been approved in writing by the Control Committee.

In making its determination, the Control Committee shall take into account such things as the quality of workmanship, the materials to be used, the harmony of external design and color with existing structures, the topography of the land, the intended landscaping and any other reasonable considerations which the Control Committee shall deem relevant.

It is intended that the Control Committee will have authority to review such plans and specifications, and this authority is in excess and in addition to applicable building codes and/or ordinances.

After submission of the above required information, the Control Committee shall have fifteen (15) days within which to notify the owner of acceptance, rejection or conditional acceptance of the proposed improvements to the subject premises. Acceptance must be in writing, and shall be limited to the plans, specifications and other information actually submitted.

There shall be no substantial or consequential variation by the owner unless written approvals for such variation are obtained from the Control Committee.

If required to do so, the Control Committee will review plans of a prospective purchaser of a lot and render a decision prior to closing in accord with these procedures. In the event such plans and specifications are approved or conditionally approved, the prospective purchaser shall be entitled to thereafter rely on such approval.

The Control Committee shall be composed as follows:

(a) Until the closing of the sales of all of the lots which are subject to these Restrictive Covenants, the Control Committee shall consist solely of the undersigned owner or Developer, or such other property owners as appointed by the owner.

(b) At any time after all of the lots have been sold, the owners of five (5) or more of the lots subject to these Restrictive Covenants may call a meeting for the purpose of electing members of the Control Committee. Written notices of such meeting shall be mailed to all owners not less than five (5) days prior to the meeting. At such meeting any property owner may be proposed for membership on the Control Committee and on majority vote shall be elected to the Control Committee until five (5) have been elected. At such meeting one or all of the Control Committee may be replaced.

Any vacancy shall be filled by appointment of a successor by the remaining members of the Control Committee, such successor shall serve until replaced by election as provided above.

4. **SPECIAL RESTRICTIONS.** The following are additional covenants and restrictions which may not be waived by the Control Committee and shall not be amended, except as provided in Paragraph 16 below:

(a) All lots in CHESTNUT RIDGE are restricted to the erection of a single one-story, two-story, or multi-level, story and one-half single family residence building. Multi-story dwellings shall have no less than 2,000 square feet and single story ranch style homes shall have no less than 1,800 square feet, provided however that the square footage of the residence and any accessory building or garage cannot exceed 30% of the square footage of the lot.

(b) The basement shall not be included in determining the amount of square footage nor shall an attached garage be included in determining the amount of square footage. The Control Committee, at its option, may or may not include lower levels of multi-level homes. Normal closets and hallways shall be included.

(c) The maximum height of any dwelling shall be thirty-five (35) feet and of any accessory building shall be eighteen (18) feet, measured from the highest point of contact between the natural grade and the structure.

(d) The exterior walls of the residence and any accessory building must be constructed of brick, stone, stucco, solid wood siding, Hardiplank siding, or its equivalent. Developer may, in its sole discretion, approve the use of artificial stone products. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted on the exterior of the Building or any Permitted Improvements, except on soffits and fascia. Soffits and fascia may be made of aluminum, vinyl or the siding materials permitted above for exterior walls. Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the exterior walls above such exposed wall.

(e) All Building roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12) except for a porch roof, a shed-style roof or rear dormers on story

and one-half Buildings. All roofs shall be covered with either wood shakes or dimensional shingles.

5. **GARAGES/OUTBUILDINGS/FENCES, ETC.** Any dwelling in CHESTNUT RIDGE shall include the construction of an attached garage. A garage that accommodates at least two (2) cars, that is attached to the residence directly or by breezeway or is located in the basement of the residence, and that is constructed at the same time as the residence. Construction of any additional garages, outbuildings antennas, satellite receiving dishes, laundry drying equipment, fences or other similar or dissimilar improvements to the real estate are discouraged, and shall be first approved in writing by the Control Committee. Construction of any outside dog cages shall be prohibited.

6. **UTILITIES.** All new electrical distribution lines (except lines of 15,000 volts or more), all new telephone lines from which lots are individually served, all new telegraph lines, and all new community antenna television cables and services, installed within the area of this subdivision shall be underground.

Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as, but not limited to, pad-mounted transformers, pan-mounted sectionalizing switches and above-grade pedestal-mounted boxes have been or will be placed by the Developer and may be located above ground.

Temporary overhead facilities may be installed to serve a construction site or where necessary because of severe weather conditions. In the latter case, within a reasonable time after weather conditions have moderated, such temporary facilities shall be replaced with underground facilities and the temporary facilities removed.

Utility easements shown on the plat shall be graded to within six inches of final grade by the subdivider prior to the installation of underground electric and/or communications facilities, and construction of any permanent buildings, and the placement of earth fill, piles or mounds of dirt or construction materials shall not be permitted on such easement areas, after such facilities have been installed, said final grade shall not be altered by more than six inches by the subdivider, his agent, or by subsequent owners of the lots on which such utility easements are located, except with written consent of the utility or utilities involved.

7. **USE OF PREMISES.** The premises shall be used exclusively for single-family residence purposes. No nuisance or offensive activity shall be carried on the subject premises. The premises shall be kept in a clean and orderly condition and free from any accumulations of brush, trash, or other materials. Lawns and landscaping shall be maintained in a manner consistent with other described lots.

8. **ANIMALS.** No animals, birds, poultry, pigeons or livestock shall be raised, bred or kept on said premises, except that any property owner may maintain a maximum of two dogs and/or cats, as household pets and provided the same are not bred or maintained for any commercial purpose. The right of the property owner to keep such pet(s) is subject to the condition that no pet is allowed to annoy any other persons or to run at large, in any common area (if any), or any other property owner's land and if complaints are filed with the Control Committee with respect to violation of these restrictions, then, and in such event, the Control Committee will schedule a hearing for the purpose of determining whether or not the pet(s) shall be removed.

9. **SIGNS.** The Developer may cause to be placed on a lot or lots at the entrance to the subdivision a sign or signs identifying the subdivision, constructed in a visually and

architecturally pleasing style as the Developer shall determine. The Control Committee shall have responsibility for the maintenance and repair or replacement of such sign(s). No other signs shall be placed upon the subject premises, other than street number designations. However, in the event the owner desires to sell the real estate, a sign indicating the sale of the real estate may be placed upon the subject premises for a reasonable period of time. Such sign shall be in accord with the type normally associated with sales of residential real estate.

10. **TRUCKS**. No trucks with a load capacity over one (1) ton in weight are to be garaged or parked anywhere on said premises, except for parking in the ordinary course of making trade deliveries. In addition, vehicles of any size may be barred by the Control Committee in the event they deem the keeping of a particular vehicle is unsightly and/or not in accord with the best interests of the neighborhood. Non-operating or junked vehicles shall not be kept on any premises.

11. **RECREATIONAL EQUIPMENT**. No boats, snowmobiles, campers, travel trailers, motorcycles, lawn mowers, tractors, or any other such equipment shall be stored within outside view of the subject property.

12. **YARD AND SETBACK REQUIREMENTS**. The following shall be the setback requirements:

Minimum front yards or set-back from any street right-of-way: 30 feet.

Minimum side yard: 8 feet, with a total of 18 feet.

Minimum rear yard: 30 feet.

13. **BUILDING COMPLETION**. Within one (1) year after the date of closing of the purchase of a lot, construction of the dwelling shall commence.

14. **ADDITIONS AND IMPROVEMENTS.**

A. No buildings, outbuildings, or other structures will be permitted on the Property except the residence and garage Buildings, and except the following which shall be subject to approval of the Control Committee

i. Fences of a decorative style. Chain link fences, privacy fences or fences which enclose an entire yard will not be allowed.

ii. Deck structures constructed of wood or certain artificial wood products.

iii. Gazebos.

iv. Pool houses, not to exceed 200 square feet in area.

v. In-ground swimming pools. Above-ground swimming pools are not permitted.

All swimming pool related pump, heater, filter and other equipment must be concealed in an enclosure located next to the Building to minimize the noise and visibility to neighboring properties. A different location for such pool equipment (with proper screening) may be allowed in special circumstances with Approval.

vi. Retaining walls constructed of natural stone or decorative split face block.

vii. Berms.

viii. The enclosed portion of any children's outdoor playground equipment and play structures. Playground equipment and play structures without enclosures do not require approval.

ix. Storage sheds, constructed in accordance with paragraphs 4 and 5, and which shall not exceed 18 feet in height.

B. Each Owner shall perform such periodic maintenance of the Owner's lot, including the adjoining public right-of-way area up to the edge of the road pavement, as may be

necessary to keep the lot neat and clean in appearance, including without limitation, the mowing of grass and removal of weeds and debris. This requirement applies to vacant lots as well as to lots where Buildings have been constructed.

15. **STORMWATER MANAGEMENT.** Each owner of a lot shall maintain the stormwater management measures established or required by City of West Bend as applied to and required of such lot.

16. **INCORPORATION.** In the event that the majority of the property owners, at a meeting called for such purpose, shall approve the formation of a corporation to replace the Control Committee, such incorporation shall be allowed by this Agreement provided that any such corporation shall include provisions in its articles and/or bylaws which specifically recite that actions taken by shareholders, directors and officers of such corporation be consistent with all terms and conditions contained in this document.

17. **ENFORCEABILITY.** The Control Committee, and any successors thereto, and the owners of any property located within the described real estate shall have the right to prevent or stop any violation of the foregoing restrictions by any legal remedy available against the parties responsible for such violations. These remedies to include, but not be limited to, an action for injunction for specific performance, or any action for damages resulting from such violations. In the event that a court shall find that the property owner was in violation of one or more of the restrictions or covenants contained herein, the prevailing party shall be entitled to all costs and disbursements associates with such legal action, including reasonable actual attorney fees.

It is agreed that these covenants are of critical importance to owners of unique parcels of real estate and that an action for damages may not be an adequate remedy. It is specifically

agreed that the Control Committee or property owners who may be aggrieved by a party violating the terms of this agreement shall, at such party or parties' option, be awarded the remedy of specific performance to enforce the terms of this agreement. An order of enforcement may include an order for removal of improvements which have been made to the real estate in violation of this agreement. In the event it is necessary for the Committee acting on behalf of the homeowners or an individual homeowner to enforce the terms of this agreement and in the event a court of competent jurisdiction grants a judgment against a homeowner for violation of these covenants, then in such event it is specifically agreed that such judgment also include reasonably necessary attorney fees, costs and disbursements associated with bringing such action hereunder.

18. **DURATION OF RESTRICTIONS**. The restrictions and covenants contained in this agreement shall extend in perpetuity.

19. **SEVERABILITY**. In the event that any provision herein contained shall at any time be deemed invalid, such provision shall be considered to be severed from this agreement, with all of the remaining restrictions and covenants to be in full force and affect, and enforceable as outlined in Paragraph 17 above.

20. **AMENDMENT**. The restrictions herein contained may be amended, subject to the following:

- (a) Such amendment shall be in writing,
- (b) It shall be signed by eighty percent (80%) of the then owners.
- (c) The amendment or memorandum thereof shall be recorded.

21. **LIABILITY OF CONTROL COMMITTEE**. Members of the Control Committee, or any party acting on its behalf, shall not be liable to any property owner for

malfeasance or misfeasance in such capacity unless such actions caused actual damage and are willful and/or malicious.

Dated this _____ day of August, 2007.

CHESTNUT RIDGE OF WEST BEND, LLC,
a Wisconsin Limited Liability Company

By _____
Scott W. Swick, Member

By _____
James L. Baudry, Member

STATE OF WISCONSIN)
)SS
FOND DU LAC COUNTY)

Personally came before me this ___ day of August, 2007, to me known to be Scott W. Swick and James L. Baudry, the persons who executed the foregoing instrument as the deed of said Chestnut Ridge of West Bend, LLC.

Notary Public, State of Wisconsin.
My commission _____.

This instrument drafted by:
Terrence J. Gaffney, Attorney At Law
Fond du Lac, WI 54935