

Black Berry Ridge

Restrictive Covenants

According to the recorded Plat of Black Berry Ridge,
In the Village of Hobart,
Brown County, WI

Use Restrictions: All Lots shall be used for single-family residential purposes only. A Lot may be used in conjunction with a single-family improvement for private recreational type improvements such as a swimming pool, tennis court(s) or other recreational uses, subject to receipt of prior written approval from the Developer and further subject to the other covenants contained herein and any other restrictions, easements, setbacks or reservations of record.

Plan Approval: Complete copies of Plans (Construction Blueprint); including plan for each level of the home (above and below ground), all elevations, and site plan must be submitted to the Developer for approval prior to the start of construction and shall remain on file with the Developer:

- All homes to have a minimum of 7/12 roof pitch
- All homes to have a minimum of 2 stall garage
- All homes to have some masonry on front (approximately 1/3 of front of house) except
Salt box style homes will be exempt from this requirement.
- All homes to have a hard surface driveway
- All homes to be built on site
- All homes to be single family residences
- All ranch homes to be a minimum of 2,200 sq ft
- All 1 ½ + 2 story homes to be a minimum of 2,800 sq ft

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(s). 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 Developer.

Developer's Approval/Architectural Control: The improvements on each Lot or any alteration thereof shall be subject to the approval of the Developer which has authority to approve or reject the site plan, design, floor plan, color, elevation and site location of improvements on any lot in order to preserve and protect the integrity, harmony and value of the development. Such approval may be evidenced on the blue print itself or on a separate written instrument, signed by the Developer for all homeowners.

Building Relocation: No building erected elsewhere shall be moved onto any lot or lots within the plat.

Temporary Structures: No temporary structures (including, within exclusion of others, trailer, basement without residence above, tent, shack, garage, treehouse or barn of any kind) will be permitted for dwelling purposes.

Grade: Every house shall have a foundation below frost line. Final grade, after construction, the construction area and land occupied by public easement shall not be graded in such a manner as to interfere with drainage of storm water of said lot or neighboring lots. Exposed or walk-out lots shall not have lower level openings below the current known high water elevation for the area. Said use shall be identified with plans submitted for plan approval and the individual lot owner shall be solely responsible to insure that the structure is properly placed so as to not cause themselves, their neighbors or the rest of the development drainage problems in the future. **During the platting process for Black Berry Ridge 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 lot owner is found not to be in compliance with the drainage plan and corrections need to be made it will be done at property owner's expense within six months of discovery.

Suitability of Soil: During the development process, soil(s) may have been moved onto/off of/across Lots in this development. Developer makes no representation of 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.

Start Date/Completion: There is no construction time limit between lot ownership and start date. Projects must be completed within one year of start of construction (issuance of building permit by the Village of Hobart). Every structure shall have a permanent finish on the exterior within six months of start. Completion of a project includes the dwelling, the lot, which shall be finally graded to meet existing grade requirements and hard surface driveway. Landscaping to be completed within 12 months.

Lot Stakes/Corner 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 Village of Hobart. 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: No sand or other material shall be removed from subdivision without written approval of developer. Stockpiles of topsoil and fill located on any lot remain 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 moved at buyer's expense and must have approval from developer.

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.

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

Outbuildings:

Outbuilding or storage shed shall: A) All outbuildings shall have same exterior materials and colors as home. This includes siding, roofing, windows and garage doors. Maximum height of sidewalls to be 9'. Roof pitch to match house. B) Shall comply with all zoning regulations and building codes of the Village of Hobart. C) Shall be limited to one per lot. D) Shall not exceed 600 sq ft in size. Plans must be approved by developer prior to construction.

Animals: No horse, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in this plat. No exterior animal kennels allowed.

Exterior Storage: There shall be no permanent (30 days consecutive or seasonal) exterior storage of trailers, Rvs, boats, inoperable vehicles of any kind on any lots.

Fences: No chain link fences of any kind shall be permitted on any lot. All fences must be located by a professional surveyor and must comply with all restrictions imposed by the Village of Hobart. Fences must be approved by developer before construction. Invisible fencing will be allowed.

Variations in any of these covenants may be approved by the developer at its sole discretion 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. After the developer no longer owns any lot in the subdivision,

requests for variations may be submitted to such review committee(s) as may be convened from among the property owners within the subdivision for consideration and approval or rejection.

Duration: The covenants and restrictions of this Declaration shall remain in effect for a period of twenty (20) years from the date hereof and thereafter shall continue automatically 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 then owners of at least 75% of the lots covered by this Declaration.

All covenant disputes/violations are to be reconciled between the parties involved or through the civil court system. Developer is not responsible for the correction of such violations/disputes nor the process through which the disputes are remedied. Lot owners will take it upon themselves to remedy all covenant violations.

Executed this ____ day of _____, 20 ____

DEVELOPER: Black Berry Ridge

By:
Brown County, Wisconsin

Subscribed and sworn to before me this ____
Day of _____, 20____

Notary Public:
Brown County, Wisconsin
My Commission Expires: _____

Drafted by: