

Developer:
Ryan - Radue Homes
920-367-2030

RESTRICTIVE COVENANTS FOR FOX SHORES ESTATES
VILLAGE OF WRIGHTSTOWN, BROWN COUNTY, WISCONSIN

WHEREAS, Fox Shores Estates (hereinafter Developer) is the owner of property known as Fox Shores Estates, Lots 1 (one) through 27 (twenty seven), Village of Wrightstown, Brown County, Wisconsin.

1. PURPOSE

The purpose of these covenants is to ensure the use of property for attractive residential purposes only, to prevent nuisance and the impairment of the attractiveness of the property, to seek the use of quality materials and workmanship, to maintain the desired atmosphere and appearance of the community, and thereby, to secure to each site owner the full benefit and enjoyment of their home with no greater restriction on the free and undisturbed use thereof, than is necessary, to ensure the same advantages to the other site owners.

2. MINIMUM FLOOR AREA & DESIGN

All structures to be erected in the Subdivision shall be of a pleasing and harmonious external design and shall conform to all established setback lines; and any dwelling that fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of Developer. The square footage of the main structure, above grade living space, exclusive of open porches, breezeways and garages, shall not be less than the following:

Dwelling - Single Family Lots 1 (One) through 5 (Five)	Minimum Size
Ranch	2,100 Square Feet Above Grade
Split Level, Bi-Level, and 1-1/2 Story	2,400 Square Feet Above Grade
2 Story	2,700 Square Feet Above Grade

Dwelling - Single Family Lots 6 (Six) through 18 (Eighteen)	Minimum Size
Ranch	2,500 Square Feet Above Grade
Split Level, Bi-Level, and 1-1/2 Story	3,000 Square Feet Above Grade
2 Story	3,500 Square Feet Above Grade

3. LAND USE & BUILDING TYPE

No lot, whether alone or in combination with one or more other lots in this Subdivision, shall be used except for single family residential purposes and is restricted as follows:

- a. All dwellings shall have not less than a two-car garage attached thereto, of no less than 480 square feet
- b. All dwellings shall have a roof pitch of not less than 7/12
- c. No used, modular, manufactured, geodesic dome or earth homes will be allowed on any lot
- d. Developer requires that any and all builders obtain the written approval of Developer before commencing construction of any dwelling in the Subdivision. Any approval or permission of the Developer under this Section, to be binding or effective, **MUST BE IN WRITING**, signed by an authorized representative. No oral statements, representations, or approvals of the Developer or any of its members or agents shall be binding on the Developer under any circumstances, regardless of any reliance thereon.
- e. All homes, including attached garages, shall be completed within 12 (twelve) months after commencement of building construction and shall not be occupied prior to completion, except that the interior of the below grade level of split level and raised ranch homes need not be completed. All landscaping must be completed within 1 (one) year after occupancy, except that the Developer may approve a variance. Rocks, painted earth or sand in place of grass, to give a desert look, shall not be permitted. No un-mowed meadow growth (prairie grass) shall be allowed. All driveways to the sidewalk line are to be hard-surfaced with concrete or brick pavers

within 1 (one) year of occupancy. The driveway from the sidewalk to the street is to be of concrete or brick pavers and completed within 1 (one) year of the completion of the concrete street.

- f. Developer reserves the right to complete construction or landscaping that has commenced, but has not been completed within the above timeframe, and owner is not proceeding with due diligence to complete construction or landscaping. Any costs so incurred by Developer (including, but not limited to, attorney's fees and court costs) shall become a lien on the lot.
- g. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently, as a residence.
- h. No dwelling shall exceed two (2) stories in height above finished grade level.
- i. All residential homes constructed within the Subdivision shall be required, at a minimum, to have brick or stone on 75% of the front of the home facing the street, except that a variance may be approved by the Developer for certain styles of homes, such as "Salt Box", etc.
- j. Any outstanding structures are required to be pre-approved by the Developer, in writing, prior to commencement.
- k. No external antenna and no satellite dishes more than 24 (twenty four) inches in diameter shall be allowed, unless approved by the Developer in writing.
- l. No above ground swimming pool shall be allowed in the Plat.
- m. No solar panels shall be allowed in the Plat.
- n. 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 onto neighboring properties and/or streets.

4. ARCHITECTURAL REVIEW

No dwelling or other house or structure shall be erected on any lot of this Subdivision until the plans and specifications have been submitted to and approved, in writing, by the Developer or Developer's assigns. If the Developer or Developer's assigns, as the case may be, fails to approve or disapprove such plans and specifications within 60 (sixty) days after the same have been submitted, said plans and specifications shall be deemed to have been approved. All decisions of the Developer or Developer's assigns, shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion, so long as such decision is not clearly in conflict with the express provisions of this declaration. Any person seeking to challenge any such decision of the Developer or Developer's assigns, shall have the burden of proof to establish that such standards were not met at the time the decision was made. Submit plans and specifications to Ryan Radue, P.O. Box 758, Denmark, WI 54208-0758.

5. IMPROVEMENTS

All lot sales will include paved streets, sewer and water lines stubbed to the lot line, and access to natural gas, telephone lines, and underground electric utilities.

6. GRADES

All final grades to comply with existing Village of Wrightstown requirements and pre-approved by Developer.

7. PETS

No animals, livestock, or poultry, of any kind, shall be raised, bred, or kept on any lot; with the exception of dogs, cats or other domesticated household pets provided they are not kept, bred, or maintained for any commercial purpose. No doghouses, dog kennels, cages, sleeping quarters, or any kind of outside housing for animals, shall be allowed, except that a dog or pet run no larger than 100 (one hundred) square feet in size may be constructed provided that it is not visible from the street passing by the front of the residence. In addition, any dog or pet run, must be visually hidden from the view of any adjacent lot owner(s). A dog or pet run may be visually hidden from view by wood fencing, as long as the finished side of the fence faces the lot of the adjoining owner(s) or by

shrubbery or plantings of sufficient size and placement to impede the view of the dog or pet run to adjacent owner(s).

8. VEHICLES

No unlicensed vehicles will be permitted on any lot, unless stored within a garage. No boats, recreational vehicles, campers, trailers, tractors, motorcycles, all-terrain vehicles, or lawn maintenance equipment will be permitted to be stored on any lot, unless stored within a garage. No bus, large truck, semi-tractor and/or trailer shall be parked anywhere within the exterior boundaries of all phases or additions to Fox Shores Estates, unless they are parked less than 48 (forty eight) hours to facilitate a lot owner moving in or out.

9. COLORS

No bright or vivid green, blue, red or yellow siding shall be allowed on any residence or garage. The Developer shall have final approval of any shades of the aforementioned colors.

10. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except 1 (one) professional sign of not more than 8 (eight) square inches, with the exception of temporary signage such as showcase signage, which would need to be approved by Developer.

11. FENCING

No chain link or bare wire fencing will be allowed on any lot. Solid wood fences are not allowed. All other fencing shall require the prior approval of the Developer or Developer assigns. The Village of Wrightstown may require a permit to install a fence on any lot.

12. EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. Within these easements, no structure, planting, or other materials, shall be placed or permitted to remain that may damage or interfere with the installation or maintenance of utilities, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or impair the flow of water or sewer through drainage channels in the easements. The easement area of each lot, and all improvements within, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

13. DRIVEWAYS

Lots 1 (one) through 5 (five) and Lot 16 (sixteen) must have driveway access on to Fox Shores Drive.

14. COMMON AREAS

Lots 1 (one) through 18 (eighteen) to share equally, the cost of upkeep for the common areas and ponds on the outlot between Lots 14 (fourteen) and 15 (fifteen). Annual assessment per lot of \$100.00 (one hundred dollars) annual fee is subject to review every 4 (four) years. Based upon a 60 (sixty) percent majority vote of existing property owners.

15. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

16. COVENANTS

- a. These covenants shall run with the land, and all future conveyances of any lots of the Subdivision, 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 covenants, conditions, and restrictions for the protection of all owners within the Subdivision.
- b. Invalidity of any one of these covenants by judgment or court order, shall in no way affect the remaining provisions, which shall remain in full force and effect.

- c. These covenants and restrictions 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, (a) by the Developer as long as the Developer owns any lot for resale within the Subdivision; (b) after the Developer has sold all lots, then by the owners of at least 75% of the lots. The written Declaration shall be recorded in the Office of the Register of Deeds for Brown County, Wisconsin.
- d. The Developer and/or individual lot owners benefited by the Declaration may enforce these conditions, covenants, and restrictions using any available legal or equitable remedies, including, by way of example only, affirmative or restrictive injunction. 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/or restrictions, shall reimburse the Developer and/or individual owners for all out-of-pocket expenses (including actual attorney's fees and court costs) incurred in successfully enforcing these conditions, covenants, and restrictions.
- e. Variations in any of these covenants may be permitted by the Developer where they are reasonable 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.
- f. All decisions of the Developer or the Developer's assigns on any matter shall be enforceable against any lot owner if made in good faith exercise of judgment so long as such decision is not clearly in conflict with the express provisions of these covenants. Any lot owner or other person seeking to avoid, set aside, or challenge any such decision of the Developer or Developer's assign(s), shall have the burden of proof to establish that such standards were not met at the time the decision was made.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day
of _____, _____.

By: _____
Steven S. Schenian

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me, this _____ day of _____, _____, the above
named Steven S. Schenian, known to me to be the person who executed the foregoing instrument.

Notary Public: _____
Brown County, Wisconsin

My commission expires: _____