

RESTRICTIONS

WHEREAS, GarMar, Inc. owner of FOX RIDGE ESTATES,

NOW, THEREFORE, the following covenants running with the land shall apply to Lots Three (3) through Eighty-five (85) in said subdivision:

1. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling or duplex not to exceed two stories in height and all residences shall have a private garage measuring not less than 20'x20'. No homes shall be built in FOX RIDGE ESTATES with less than a 4/12 roof pitch. All homes shall be sided with vinyl, aluminum, brick, cedar or some combination thereof, except as specifically authorized by Architectural Control Committee. No duplexes shall be permitted on Lots Three (3) through Eight-five (85) except on lots 3 - 7, 31, 35, 41, 44, and 45. All other lots are restricted to single family homes only.

2. No building shall be erected, place or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, place or altered on any lot unless similarly approved. NOTE: Approval may be denied solely based on harmony of external design as determined by the Architectural Control Committee.

3. The Architectural Control Committee is composed of Mark W. Neumann and Sue A. Neumann, or their heirs or assigns.

4. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

5. Easements for 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 be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvement for which a public authority or utility company is responsible.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, whether temporarily or permanently.

7. No sign of any kind shall be displayed to the public view on any lot except a "For Sale" sign used by the builder or owner.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats or the household pets which may be kept provided that they are not kept, bred and maintained for any commercial purpose.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each home owner shall provide for sanitary waste removal on a regular schedule.

10. That the minimum floor area of the dwelling shall not be less than stated as follows according to lot number.

Lots 3 - 16 and 33 - 46, single story and bi-levels shall be 1040 square feet on the first level, tri-levels shall be 1000 square feet on the upper two levels, and a two story shall be 1500 square feet on the upper two floors, contemporary designs by Architectural Control Committee approval only.

Lots 17 - 32, single story and bi-levels shall be 1200 square feet on the first level, tri-levels shall be 1100 square feet on the upper two levels, and a two story shall be 1500 square feet on the upper two floors, contemporary designs by Architectural Control Committee approval only.

Lots 64 - 67; 71 - 80; and 82 - 85, single story and bi-levels shall be 1300 square feet on the first level, tri-levels shall be 1100 square feet on the upper two levels, and a two story shall be a minimum of 1600 square feet on the upper two floors, contemporary designs by Architectural Control Committee approval only.

Lots 47 - 63; 68 - 70; and 81, single story and bi-levels shall be 1450 square feet on the first level, tri-levels shall be 1200 square feet on the upper two levels, and a two story shall be a minimum of 1800 square feet on the upper two floors, contemporary designs by Architectural Control Committee approval only.

11. All set back lines must follow the minimum requirement as set forth by the City of Janesville.

12. No business or commercial structure shall be erected or allowed to operate on said premises and the subdivision of which it is a part, being designed solely for first class residential purposes only. A doctor, dentist, lawyer, insurance broker, artist, music teacher or person engaged in a similar professional pursuit, may use a room in a residence as an office or studio provided that no advertising signs shall be displayed. (This restriction shall not apply to a church.)

13. No disabled vehicle shall be parked or stored on any lot for more than a period of 72 hours, and said time shall commence from the time written notice is given by any lot owner in the subdivision to the violator by certified mail, return receipt requested.

14. These Covenants are to run with the land and shall be binding on all Parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for

successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots have been recorded agreeing to change said Covenants in whole or in part.

15. Enforcement shall be by proceedings of law or inequity against any person or person violating or attempting to violate any Covenants either to restrain violation or to recover damage.

16. Invalidation of any one of these Covenants by Judgement or Court Order shall in no wise affect any of the other provision which shall remain in full force and effect.

17. Owner/Mark W. Neumann reserves the right to install landscaped subdivision signage (not billboard) within the City of Janesville required setbacks on lots 4, 7, 47, and 62. If, however, there is an existing residential structure on said lots at the time of signage installation said signage shall not be placed closer than 10' from the residential dwelling.

DATED this 2nd day of August, 1994.

Mark W. Neumann, President
Mark W. Neumann, President

STATE OF WISCONSIN)
) :ss
COUNTY OF ROCK)

Personally came before me, this 2nd day of August, 1994 the above named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.

Catherine M. Kattusson
Notary Public, Rock County, WI
My Commission Expires: June 30, 1996