

**HUNTINGTON ESTATES
HUNTINGTON ESTATES RESTRICTIVE COVENANTS**

DECLARE TO THE PUBLICPART A – PREAMBLE

These restrictions shall apply to Lots 1 through 10, outlot #1 and outlot #2 of Huntington Estates Subdivision according to the recorded plat thereof, City of Janesville, Rock County, Wisconsin.A-1: The undersigned owner of the property described above makes the property subject to the Restrictive Covenants herein set forth, which shall be binding on all present and subsequent owners of the property.

A-2: These Covenants shall be effective from and after the date of recording this instrument.

A-3: The purpose of this instrument is to create a desirable community of homes and protect owners against undesirable surroundings.

A-4: The owner at the effective date is Webco Inc., General Contractors, 1615 Newport Ave., Janesville, Wisconsin 53545.

PART B - RESIDENTIAL AREA COVENANTS

B-1: LAND USE AND BUILDING TYPE: No planned lot shall be used for anything other than single-family residential purposes. No buildings or dwellings shall be erected, altered, or placed on any lot other than one detached single-family dwelling and private attached garage for not more than five cars, see section B-A for additional information. No home shall be built in Huntington Estates with less than a 6/12-roof pitch. All homes shall be sided with brick, dri-vit cedar, vinyl, aluminum, or some combination thereof, except as specifically authorized by the Architectural Control Committee. No mobile homes, duplexes, or other multi-family residences shall be allowed. No lot (except lot 5, 6, outlot 1 and outlot 2) may be further subdivided. Construction of the home shall be completed no later than 18 months after the initial excavation of the basement. Landscaping and installation of a paved driveway must be completed within 12 months after the initial occupancy.

B-2: ARCHITECTURAL CONTROL: No building or dwelling shall be erected, placed, or altered on any lot until the construction plans, specifications and plot plan showing the proposed location of the structure have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall review plans for and shall approve the plans as to quality of workmanship and materials, harmony of external designs with existing structures, and as to the location of buildings with respect to topography and finish grade elevation. No fences or walls shall be erected, placed, or altered on any lot (excluding lot #5 & #6). If a decorative (small in scale) fence is desired, a written request complete with an elevation, specification and details of the fence must be submitted to the Architectural Control Committee for review. If a swimming pool is installed and is of size to require a fence based on the City of Janesville's ordinance, the fence plans including elevation, specification and details must

be submitted to the Architectural Control Committee for approval. No “green treated” fencing will be allowed. Acceptable fence materials are brick, stone, wrought iron, vinyl (PVC), painted and/or stained cedar or any other material as specifically authorized by the Architectural Control Committee. Note: Approvals may be denied solely based on harmony of the external design and materials as determined by the Committee.

B-3: DWELLING SIZE: No single story residence shall be constructed on lots 1 through 10 and outlot #1 (to be subdivided in the future) with a square footage of less than 2000 square feet of living area. No two story residence shall be constructed on lots 1 – 10 and outlot #1 with a first floor square footage of less than 1600 square feet of living area and a second floor of no less than 600 sq. feet. On outlot #2, a single story residence shall be constructed with a minimum of 1500 sq. feet of living area; a two story residence shall be constructed with a first floor living area of at least 1100 sq. feet and a second floor with a minimum of 500 sq. feet. No basement, garage, or porch areas may be considered as living area. All designs are subject to approval by the Architectural Control Committee.

B-A: TEMPORARY STRUCTURES: No trailer, basement, tent, mobile home, shack, garage, barn or other outbuildings erected on any lot at any time shall be used as a residence, nor shall any residence of temporary character be permitted. Detached storage sheds, garages and outbuildings are not permitted (except on lots # 5 & #6). No temporary building shall be erected, maintained or used for residential purposes during the construction period. The Architectural Control Committee may allow a backyard structure such as a Gazebo. A complete set of plans and specifications must be submitted to the Architectural control Committee for review prior to construction.

B-5: PLACEMENT OF BUILDING: All improvements shall be constructed on the lots so as to front the street upon which such lot faces. The Architectural Control Committee reserves the right to designate the direction in which such improvements on any corner lot shall face, and such decision shall be made to maintain the best general appearance of that immediate section. Dwellings on corner lots shall have presentable frontage on both streets. All homes shall be placed in accordance with the following minimum setbacks, or City of Janesville standard set back whichever is greater:

- Front yard 25'
- Side yard 8'
- Rear yard 15'

B-6: EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with 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 area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible.

B-7: SIGNS: No sign of any kind shall be displayed to the public view on any lot except a sign advertising the property for sale or a sign used by a builder to advertise the property during the construction and sale period. Such advertising sign shall not be displayed or placed on any lot without written approval from the Architectural Control Committee. Signs by developer identifying the subdivision are permitted.

A: SUBDIVISION SIGN EASEMENT: Signs identifying the subdivision may be erected and shall be located on the northeast corner of lot 1 and on the northwest corner of Outlot #1. Huntington Estates reserves an easement on lot 1 and Outlot #1 for the construction of these signs. These signs will be constructed and placed in accordance with the City of Janesville Sign Ordinance. The maintenance of these signs and related landscaping is specified per sections B-14, B-14 A, B-15, B-15 A.

B-8: NUISANCES: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

B-9: PETS, LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that two dogs or two cats or one dog and one cat and other household pets may be kept on each lot, provided they are not kept, bred, or maintained for commercial purposes. All dogs, cats, and other pets must be kept indoors. There shall be no outdoor dog or pet houses or fenced animal enclosures on any lot. No dogs, cats, or other pets shall be permitted to run loose. The owner of property in which any pet is located shall be responsible for any damage or destruction caused by any pet and said owner shall immediately pick up all pet droppings from all areas of the subdivision, public or private other than the pet owner's own lot. Pet droppings shall be disposed of at the pet owner's own property only.

B-10: GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All such rubbish, trash, and waste shall be kept in sanitary containers inside the garage or in the rear of the house and out of sight. Recycling and garbage refuse containers, or materials may be placed in appropriate containers and placed at the curb no sooner or later than 24 hours within the normally scheduled pick up time.

B-11: VEHICLES, TRAILERS, ETC.: No commercial size trucks, tractors, buses, motor homes, boats, canoes, snowmobiles, trailers, construction equipment, or other similar vehicles or pieces of mechanical equipment and no disabled vehicles may be parked or stored in any private driveway or elsewhere on any lot at any time (except for construction equipment when the dwelling is under construction or repair), except if such vehicles are kept in a garage out of public view with the garage door closed. Motorized vehicles may not be kept or parked in the public streets contrary to municipal ordinances or in any case not to exceed three days out of each successive seven days or on a recurring repeat basis in an attempt to circumvent the purpose of this restriction.

B-12: TRADE OR BUSINESS: No trade or business may be operated out of any building located on any lot without the written approval of the Architectural Control Committee. No signs advertising such business shall be posted on any lot, or in/on any building.

B-13: OCCUPANCY: The unit may be occupied by only one family, which is defined as any number of persons related by blood, adoption or marriage and also persons not related, but living together in one building as a single house keeping entity.

B-14: LANDSCAPE: All landscaping, including but not limited to fencing, trees, shrubs and plant beds, lawns (yard grass) installed or caused to be installed shall be maintained by the owners or its successors or assigns, of said lots. Maintenance shall include mowing, watering, pruning and routine fertilizing and mulching of all such plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas reasonably adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition. Deciduous trees shall be planted adjacent to the property line at the front and or side yard (if the property is a corner lot) of each lot fronting the street within 12 months after initial occupancy of the home. The trees shall be planted at a distance apart not to exceed 50'. Trees are to be placed to not impede or disrupt any sidewalks or utility easements. Deciduous trees shall have a minimum trunk diameter of 2”.

A: If the owner of any lot described in “Part A Preamble”, after reasonable notice, fails or refused to perform the maintenance described herein, the Architectural Control Committee, through its duly authorized agents or employees, shall have the right to enter upon said lot at reasonable hours to perform said maintenance. The costs of the materials and labor to perform such maintenance plus interest at the rate described in B-15 shall become an assessment against said lot enforceable by filing a lien with the Rock County Clerk of Circuit Court in the manner described in B-15 below.

B: If the developer installs subdivision signage (in the areas designated on the subdivision plat) and associated plantings at the entrance of the subdivision it will be responsibility of the property owners as described in A-Preamble to maintain said improvements per section B-15.

B-15: MANAGING OWNER MAINTENANCE: At an annual meeting of the owners of those lots referenced in “Part A Preamble”, the owners of the majority of said lots present and voting shall select one or more among them who shall be the Managing Owner(s). Said Managing Owner shall be primarily responsible for carrying out the requirements of B-14, and shall be entitled to receive reasonable compensation therefore. An annual meeting of said lot owners shall be held on the first Tuesday of March at which meeting the Managing Owner(s) shall be elected.

A. On or before April 1 of each year, said Managing Owner shall establish an annual operation budget to pay and provide for that year’s annual Outlot maintenance as described in B-14. Said budget shall include a reasonable reserve for repairs and replacements, liability and workman’s compensation insurance, accounting and legal services, the purchase, maintenance and storage of equipment, administrative expenses, compensation for the Managing Owner(s) and real estate taxes if said Outlots are not exempt from said taxes. The Managing Owner(s) shall then establish an equal annual assessment for each lot described in B-14 and shall notify each lot owner of the amount of the assessment due. All assessments shall be due and payable in full on June 1 of each year. Assessments which are not paid on time shall bear interest at the rate which is the higher of 12% per annum or 2% above the prime interest rate floating as established by M&I Janesville Bank, its successors or assigns, until paid in full. Assessments not paid within 45 days of their due date shall be subject to the filing of a lien with the Clerk of Courts, which lien may be collected as provided by law with all costs of collection, including attorney’s fees, paid by the delinquent lot owner.

B-16: ANTENNAE/WIND POWERED ELECTRIC GENERATORS: No wind powered electric generators, exterior television, radio receiving, or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a lot or house without prior written approval by the Architectural Control Committee.

B16: FIREWOOD STORAGE: No firewood or wood pile shall be kept outside a structure or on the lot, unless it is neatly stacked, placed in a non-street side yard or rear yard area and screened from street view by plantings or a fence. No firewood shall be placed without prior written approval of the Architectural Control Committee.

B17: SOLAR COLLECTORS: No active solar collector or apparatus may be installed on any lot without prior written approval by the Architectural Control Committee.

B18: SATELLITE DISH: No satellite dish, TV, radio or telephone tower, or similar apparatus may be installed on any lot or home without prior written approval by the Architectural Control Committee.

PART C - ARCHITECTURAL CONTROL COMMITTEE

C-1: ARCHITECTURAL CONSIDERATION: Maximum freedom shall be afforded regarding restriction interpretations and to below owners to construct homes which suit their individual tastes, are pleasing to them, and provide variance and design throughout the subdivision. All homes shall be of high quality workmanship and materials shall be located so as to harmonize with other structures with respect to topography and finish grade elevations. Alterations, additions, or remodeling of any dwelling shall harmonize with the existing buildings and/or be of appropriate design for its intended use and shall otherwise be governed by the provisions of these restrictions.

C-2: MEMBERSHIP: The Architectural Control Committee is composed of:

Timothy A. Weber, Marcy E. Weber
or their heirs or assignees.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Members of the Architectural Control Committee or its designated representatives shall be entitled to any compensation for services performed pursuant to this Covenant.

C-3: PROCEDURE: The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove plans and specifications within thirty (30) days after they have been submitted, 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 applicable Covenants shall be deemed to have been fully complied with.

C-A: EXPENSES: Expenses incurred by the Architectural Control Committee in the enforcement of these restrictions, including reasonable attorney fees, shall be assessed against the land on which the violation occurred, and if not paid, shall constitute a lien equivalent to a construction lien.

PART D - GENERAL PROVISIONS

D-1: TERM: 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 twenty (20) years from the date these Covenants are recorded.

D-2: ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant whether to restrain violation or to recover damages, or both. These restrictions and reservations are made for the benefit of any and all persons who may now own, or who may hereafter own, property in said subdivision, and such persons are specifically given the right to enforce these restrictions and reservations. Failure by the undersigned or any land owner to enforce any restriction, condition, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequently thereto.

DATED: _____, 20__

Webco Inc., General Contractors

By: _____
Timothy A. Weber, President

By: _____
Marcy E. Weber, Vice President

STATE OF WISCONSIN)

: ss

COUNTY OF ROCK)

Personally came before me this ___ day of _____ 20__,
the above named Timothy A. Weber and Marcy E. Weber, the President ~Vice
President of Webco Inc., General Contractors, to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

Notary Public Rock County, Wisconsin
My Commission: _____