

## PINE RIDGE SUBDIVISION RESTRICTIVE COVENANTS

These restrictions shall apply to Lots 1 through 14 of Pine Ridge Subdivision according to the recorded plat thereof, City of Janesville, Rock County, Wisconsin.

### DECLARE TO THE PUBLIC

#### PART A - PREAMBLE

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 Pine Ridge Development Corp., 3704 Buckingham Drive, Janesville, Wisconsin 53545.

#### PART B - RESIDENTIAL AREA COVENANTS

B-1: LAND USE AND BUILDING TYPE: No platted 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 three cars. No duplexes or other multi-family residences shall be allowed. No lot may be further subdivided. All lots shall have a paved driveway.

B-2: ARCHITECTURAL CONTROL: No building or dwelling shall be erected, placed, or altered on any lot until the construction plans, specifications, plot plan showing the proposed location of the structure, and landscaping plans 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 fence or wall shall be erected, placed, or altered on any lot except with approval of the Architectural Control Committee. Approval for any fence or wall shall be as provided for the construction of any building or dwelling.

B-3: DWELLINGS COST, QUALITY, AND SIZE: No residence shall be constructed on lots 1, 2, 3, 4, and 14 with a square footage of less than 1,600 square feet of living area; and no residence shall be constructed on lots 5, 6, and 13 of less than 1,800 square feet of living area; and no residence shall be constructed on lots 7, 8, 9, 10, 11, and 12 with less than 2,000 square feet of living area. No basement, garage, or porch areas may be considered as living area.

B-4: TEMPORARY STRUCTURES: No trailer, basement, tent, 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 and outbuildings, with the exception of a gazebo, are not permitted. No temporary building shall be erected or maintained except during actual construction of a home being erected hereon, and then such temporary building must be on the lot on which construction is in progress and not on any adjoining lot or lots, streets, or easement; and at the completion of construction, the temporary building must be moved immediately. No such temporary building or structure shall be used for residential purposes during the construction period. Construction of a home, including all landscaping and installation of a paved driveway, must be completed within one year after commencement.

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.

B-6: EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of each lot. 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 until it has been approved by the Architectural Control Committee. Signs by developer identifying the subdivision are permitted.

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: 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. All dogs, cats, and other pets shall be leashed at all times when they are outside of the house.

B-10: GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping grounds for rubbish, trash, or other waste. All such rubbish, trash, and waste shall be kept in sanitary containers inside the house or in the rear of the house and out of sight.

B-11: VEHICLES, TRAILERS, ETC.: No 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 except for professional businesses. No signs advertising such business shall be posted on any lot or in or on any building.

#### 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 and 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 Weber  
Richard Bysted  
Steven Bysted

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. Neither the members of the Committee nor 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 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 applicable Covenants shall be deemed to have been fully complied with.

C-4: EXPENSES: Expenses incurred by the Architectural 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.

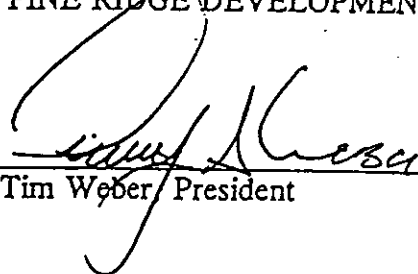
D-2: ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant whether to restrain violation or to recover damages, or both. These restrictions and reservations are made for the benefit of any and all persons who may now own, or who may hereafter own, property in said subdivisions, and such persons are specifically given the right to enforce

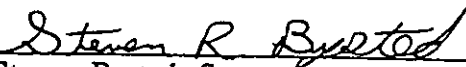
these restrictions and reservations. Failure by the undersigned or any land owner to enforce any restriction, condition, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequently thereto.

D-3: SUBDIVISION SIGN EASEMENT: A sign advertising the subdivision shall be erected and maintained by Pine Ridge Development Corp. The sign shall be located on the southeast corner of lot 4, Pine Ridge Subdivision. Pine Ridge Development Corp. reserves an easement on lot 4 for the construction of this sign.

DATED: 5/20/94, 1994.

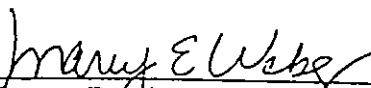
PINE RIDGE DEVELOPMENT CORP.

By:   
Tim Weber, President

By:   
Steven Bysted, Secretary

STATE OF WISCONSIN )  
  : ss  
COUNTY OF ROCK     )

Personally came before me this 20<sup>th</sup> day of May, 1994, the above-named Tim Weber and Steven Bysted, the President and Secretary of Pine Ridge Development Corp., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

  
Notary Public, Rock County, Wisconsin  
My Commission: exp 4/19/98

This instrument drafted by:  
Attorney Bruce R. Briney  
NOWLAN & MOUAT  
P.O. Box 8100  
Janesville, WI 53547-8100  
(608) 755-8100

donnah\pineridg.cov