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RESTRICTIVE COVENANTS

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Chilton, WI 53014

Tax Parcel Number

This Instrument was drafted by Attorney James P Burnett

PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, ROTH DEVELOPMENT CORPORATION, as owner (hereinafter referred to as 'Owner or Developer') of the following real property

Lots 1 through 18 inclusive in Matenaer Meadows Subdivision, in the City of New Holstein, Calumet County, Wisconsin

hereby makes the following declarations as to limitations, restrictions and uses to which said premises may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law and shall be binding on all parties who acquire any of said Lots from Owner and all persons claiming under them. These covenants and restrictions shall be for the benefit of and limitations upon all future owners in said Plat, this Declaration of Restrictions being for the purpose of keeping said real property desirable, uniform and suitable in architectural design and use as herein specified

1 SUBDIVIDING AND ZONING

Lots contained in the subdivision shall not be redivided or subdivided in any way to create an additional buildable lot. However developer shall maintain right to subdivide, alter size or combine lots as may be desired. Lots 1-9 shall be restricted to single family residential use. Any owners of lots within subdivision agree to possible future rezoning of Lots 11-17 to two-family zoning by developer. All owners agree to possible future development and/or annexation of adjacent properties for condominium, villas or single family residences and the zoning of any such property to either single or two family zoning.

2 DWELLING SIZE

Homes constructed in said subdivision shall contain a minimum ground floor square feet of living space, exclusive of garages, decks, breeze ways, open porches or covered patios, as follows

- A One-story dwelling 1500 square feet
- B Split level or bi-level dwellings 1200 square feet above foundation and a total finished living area of at least 1600 square feet
- C One and a half-story and Two-story dwellings 1000 square feet on the first floor and a total finished living area above ground of at least 1800 square feet
- D Duplex/Condo/Townhouse units 1000 square feet per unit with a total square footage per building of at least 2500 square feet
- E All dwellings to have a two or three car attached garage. No garage may exceed 960 square feet in size.

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assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting there from. Every person and entity who submits plans to the A C C agrees, by submission of such plans, that he, she or it will not bring any action or suit against the A C C or the Developer to take, or refrain from taking, any action whatever in regard to such plans pertaining to any building or structure erected in accordance therewith.

- D The owner-developer reserves the right (but not obligation) to itself, its agents, employees, the A C C or any contractor or subcontractor dealing with them to enter upon Lots covered by these covenants and restrictions for the purpose of carrying out and completing the development of any property not complying for a period of 30 days, with the approved construction documents from the A C C. Should non-compliance with the approved construction documents occur the A C C has the right (but not the obligation) to notify the lot owner or their contractor of conditions at variance with the approvals. Construction shall stop and abate until said objections have been complied with and settled. Any costs legal or otherwise arising from failure to comply with construction documents as approved by A C C to be at the expense of the Lot owner, purchaser, optionee, lessee or grantee. In the event that a landowner is failing to comply with the covenants provided herein, the landowner consents to an immediate injunction to be issued by the Circuit Court for Calumet County without hearing and the landowner waives a right to a hearing on this issue.

4 OUTBUILDINGS.

Only one accessory building per lot shall be permitted on any Lot and the accessory building shall comply with the city ordinance. Outbuildings must be finished on the exterior with a similar finish and color to that of the house. All outbuildings must be on a concrete slab or foundation. Any outbuilding must be constructed within 6 feet of the rear lot line and approved by the A C C. No outbuilding shall be more than 240 square feet unless approved by the A C C.

5 CONSTRUCTION

- A All dwellings must be completed within one year of the commencement of construction and have a permanent finish on the exterior within six months of the commencement of construction.
- B All dwellings must have a full basement under main dwelling and a masonry foundation below frost line on the remainder of the structure.
- C All dwellings, including component supplied housing, must be site assembled. No modular, double wide, manufactured housing or mobile homes may be constructed, moved or located on any Lot temporarily or permanently. No existing house or other building may be moved

or located on to any lot in the subdivision The developer may build a garage of his desired size and design on a lot of his designation for the storage of construction tools and materials

- D The land on all sites and real Lot lines of all Lots shall be graded by the Contactor and maintained by the abutting property owners to provide for adequate drainage of surface water The property abutting the street to conform to adopted City sidewalk grade elevations
- E All contractors and Lot owners must comply with existing City of New Holstein, building, health, livestock and pets, landscape and nuisance ordinances
- F All lawns and landscapes must be completed within one year of the occupancy of the dwelling
- G All sites during construction to be kept free from debris and garbage All construction sites to have dumpsters supplied for the use of sub-contractors
- H As long as Roth Development Corporation its stockholders or its assigns owns a Lot in the Subdivision, the Contractor for any house constructed shall be Roger Roth and Sons Construction This provision may be waived in writing by Roth Development Corporation
- I Overhead garage doors shall not exceed 8 feet in height or 18' in width

6 EXTERIOR AND ROOF FINISHES

The exterior of all structures shall be brick, stone, stucco, cedar, vinyl, aluminum, steel siding or refinished manufactured siding Unless approved by the A C C All structures must have at least 50% of the roof area at a roof pitch of at least 6" per foot rise No remaining roof pitches shall be less than a 3" per foot rise unless approved by the A C C All roofs to be finished with Asphalt or fiberglass shingles, wood shake, slate, concrete tile or clay tile No metal roofing is permitted

7 DRIVEWAYS AND PARKING.

Driveways from garage to lot line must be installed within one year of initiation of construction Driveway aprons from the road to the curb must be installed within one year from the date of the installation of curb and gutter All driveways must be hard surface, brick, blacktop, concrete or other permanent masonry type surface

8 STORAGE AND RECREATIONAL VEHICLES

No recreational vehicles, semis, tractors, trucks over one ton, vehicles over 20' in length, buses, trailers, boats, unlicensed or inoperable automobiles, machinery, construction materials (other than during construction or remodeling of a dwelling) or any other debris, junk, or unsightly material shall be stored, kept, or maintained on any Lot in the subdivision other than in the dwelling or the

residential garage A recreational vehicle, boat, trailer, snowmobile, or similar recreational item may be kept on the property for periods incidental to their usage as long as they are in compliance with the City of New Holstein zoning codes and /or ordinances applicable to residential property They may not however be parked or stored outside They must be housed within the garage or storage building No more than two automobiles or passenger trucks may be parked on a driveway overnight

Notwithstanding the above, the permission to maintain a recreational vehicle, boat, trailer, snowmobile or similar recreational item, may not extend for longer than 24 continuous hours Additionally, in the event that the A C C believes that a landowner is attempting to thwart these provisions by periodic movement of a recreational vehicle, boat, trailer, snowmobile or similar recreational item, the A C C may give warning to the landowner of violations and if the landowner continues to violate, subsequent to warning, the landowner may lose the right to maintain recreational vehicles, boats, trailers, snowmobiles or similar recreational items, for any period of time The decision of the A C C on this issue shall be final

9 FENCES

No stockade type fence, chain link or metal fence shall be erected upon any Lot in the subdivision Decorative fences of maintenance free materials or stone fences shall be permitted only with the approval of the A C C

10 SURVEY MARKERS.

A No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any Lot lines or street line A disturbance of a survey stake by anyone is a violation of Section 236 32 of the Wisconsin Statutes

B All property owners and their contractors are responsible for maintaining all survey markers

11. ANIMALS

No livestock, poultry, or animals other than household pets shall be kept on any Lot In no event shall any animal be kept, bred or maintained for commercial purposes, nor allowed to annoy or injure neighbors All pets must be housed within the house or garage No pet shall be permitted outside except as the owner is present No more than three pets are permitted to be housed on any lot No Dog pens, Dog runs or other exterior pet housing shall be permitted except as may be approved by the A C C

12 LIGHTING

Exterior lighting shall be soft and indirect No light sources shall be located so that they are offensive or shine directly onto neighboring property

13 SATELLITE DISHES AND ANTENNAS.

Large satellite dishes or amateur radio antennas or exterior television antennas are not allowed
Small (24 inch or less) satellite dishes will be allowed provided they are attached to the dwelling

14 ENVIRONMENT.

- A** No Lot owner in the subdivision shall engage in any activity which might reasonably be considered to constitute a threat to the environment No Lot owner shall be permitted to place any underground storage tanks, oil tanks or gasoline tanks upon a Lot
- B** The operation of any "customary home occupation" upon properties in the subdivision shall be done in compliance with the applicable City of New Holstein ordinances "Customary home occupations" are limited to professional services such as real estate, insurance, designers, brokerage services etc that do not normally involve clientele visiting their place of occupation In no event shall any visible advertising or signage for such businesses be located on any lot
- C** No exterior close lines are permitted Snow blowers, lawn mowers, bicycles, lawn furniture and grills (not located on decks or patios), garbage cans and similar items to be kept inside the garage or storage building
- D** No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair All Dwelling Units shall at all times be kept in good condition and repair and adequately painted and landscaped per these covenants and restrictions Each Owner, for himself and his successors and assigns, hereby grants the right to make necessary alteration, repairs or maintenance approved by the A C C to carry out the intent of this provision, and the Owner further agrees to make reimbursement for any expenses actually incurred in carrying out the foregoing

15 SIGNS

Placement of signs in the subdivision must be in compliance with the City of New Holstein ordinances Signs are limited to real estate for sale signs no larger than 3'x 3' and only until the closing date of the sale and yard sale signs which shall not be posted for more than three days Yard sale signs shall not be larger than 2'x 2' Other than real estate and yard sale signs no other signs, banners or decorations announcing sales, businesses, or for information or decorative purposes are permitted During initial construction of dwelling, sub-contractors may place signs announcing their business of no more than 2'x 2' and only until construction is completed The display of the United States and State of Wisconsin flags are permitted Traditional Christmas exterior lighting and decorations are permitted Lighting and decorations for other holidays are permitted provided they are attached to the dwelling or placed on porches or decks and are within reasonable proximity to date of the holiday The developer may place construction or for sale signs as desired on any lots that

do not have a completed dwelling. The developer may also place a permanent decorative subdivision entrance sign on lot one within 10' of the lot line or as permitted by City building and setback ordinances, as a marquee to the subdivision.

16 LANDSCAPING.

It is the intent of these covenants and restrictions to limit the exterior yard-work and scenery to traditional types of landscaping. All exterior areas of lot except wooded or planting areas for flowers and shrubs to have seeded or sod lawn. Natural ground vegetation is not permitted in place of grass. Noxious weeds, including dandelions on all lots with dwellings, to be controlled with at least yearly application of weed control. Only decorative items such as statues and bird baths of not more than three feet in height and located in planting areas are permitted. No wood carvings of any kind, unconventional art such as buried cars, and bathtubs, metal sculptures etc are permitted. The A C C shall have authority to limit or allow various forms of landscaping not herein described. Vegetable gardens are permitted in planting areas within six feet of the house and in the rear yard.

17 ENFORCEMENT AND AMENDMENT.

Each owner, by accepting an interest in any lot agrees to be bound by all the conditions, limitations, reservations and restrictions contained herein, and in the event of a breach agrees to pay all costs, including reasonable fees, for the enforcement of these covenants and restrictions.

All of the foregoing covenants and restrictions shall continue and remain in force and effect at all times as against the owner of any Lot, regardless of how he acquired title. The covenants may be enforced by action of any Lot owner or Lot owners. These covenants and restrictions may be amended or modified by the vote of at least 90% of all Lot owners who hold title at the time of the amendment, excepting that the original owner-developer or his assign shall be able to amend these covenants at any time for any vacant lot or dwelling not yet constructed as long as the original owner-developer or his assign maintains ownership of one or more of the lots in the Subdivision.

18. WAIVER OF RESTRICTIONS AND PARTIAL INVALIDATION

The failure of the Owner or the Architectural Control Committee to enforce any building restrictions, covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach of violation occurring prior or subsequent thereto. In validation of any one of these restrictions and covenants by court order shall not affect any other provisions which shall remain in full force and effect.

Dated this 4th day of October, 2005

ROTH DEVELOPMENT CORPORATION

BY *Roger J Roth*
ROGER J ROTH
President

ATTEST

Ryan J Roth
RYAN J ROTH
Secretary/Treasurer

STATE OF WISCONSIN)
)SS
CALUMET COUNTY)

Personally came before me this 4th day of October, 2005, above named Roger J Roth and Ryan J Roth, to me known to be the persons who executed the foregoing instrument and acknowledged the same

Beth A Schneck
Notary Public, Calumet County, WI
My Commission Expires 2/19/06

