

Dollar Ridge Estates Restrictive Covenants

The following Restrictive Covenants are adopted by Detrie Builders, Inc as Developer and owner of more than seventy-five percent (75%) of the parcels/lots in the Dollar Ridge Estates subdivision in the Town of Ledgeview, Brown County, Wisconsin.

LEGAL DESCRIPTION OF THE LOTS SUBJECT ARE AS FOLLOWS:

Lots 1-33 of Dollar Ridge Estates plat recorded as Document # _____ by the Brown County Wisconsin Register of Deeds on or about MM/DD/YYYY, all located in the Town of Ledgeview, Brown County, Wisconsin.

(Parcel Identification Numbers: D-XXXX thru D-XXXX)

WHEREAS it is the desire of the property owners to NOT have a Homeowners Association.

WHEREAS the Restrictive Covenants are to be enforced by The Developer and the property owners themselves hereinafter.

NOW THEREFORE, in consideration of the aforementioned purposes, it is agreed that the Dollar Ridge Estates Restricted Covenants are as follows:

ARTICLE I **PURPOSE**

The purpose of these restrictions are to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to insure to each site owner the full benefit and enjoyment of his or her home, with no greater restrictions on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners.

ARTICLE II **PURPOSE**

Land Use and Buildings: All lots shall be used for single family residential purpose only. A lot may also be used in conjunction with a single-family improvement to include a private recreational improvement such as an inground swimming pool or other recreational use, subject to prior written approval by The Developer and subject to the covenants contained herein and other restrictions, easements, setbacks or reservations of record.

No building shall be erected, altered, placed or permitted on any lot other than the dwellings and outbuildings provided for in these covenants. No building erected elsewhere shall be moved onto any lot. All single-family homes shall be site constructed.

Developer Review: The improvements or alterations on Lots # 1-3 shall be subject to the approval by **Nature Ridge LLC** & Lots # 4 – 33 shall be subject to the approval by The Developer, Detrie Builders, Inc. The Developer has authority to approve or reject the site plan, design, floor plan, elevations and site location of improvements on any lot in order to preserve and protect the integrity and harmony of the plat. Such approval may be evidenced of the building plans itself or on a separate written instrument, signed by The Developer.

Complete copies of Plans (Construction Plans & Site Plan), including plan for each level of the home (Above and below ground) and all elevations, must be submitted to The Developer prior to seeking a building permit from the Town of Ledgeview. Allow a time period of ten days (10) from the date of submission for approval by The Developer.

Any walkouts or exposed windows from lower level must have developer, surveyor, or engineer approval at the time of plan submission and be clearly indicated on the plans submitted for approval. The Developer's approval of plans shall in no way constitute approval of any condition which would be contrary to any Town, County, or State requirements.

No project may be started without prior approval of plans, list of materials and signed copies of these covenants by the lot owner and builder. If the covenants are violated, it will be at the owner's expense to remedy the violation.

Architectural Styles/Building Materials: All street facing elevations, including returns and excluding openings shall be constructed of natural or natural looking materials such as masonry, engineered wood, aluminum siding or combination thereof. Other acceptable siding may include, with the permission of The Developer, Premium Seamless XL vinyl siding, insulated or foam backed vinyl siding, vertical board & batten and vinyl or hardboard shake. Minimal use of aluminum or vinyl siding may be accepted if, in the opinion of The Developer, it does not detract from the architectural appearance of the home.

Roofing must be architectural type textured fiberglass, asphalt shingle or wood shakes. Metal roofing may be allowed if the design of the metal is approved by The Developer. Standard three-in-one shingles are NOT permitted.

The Town of Ledgeview requires all new subdivisions to have sidewalks. Specifications will be given to the builder at the time of permit application. The cost of the sidewalk is paid for by the lot owner.

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 restrictions shall reimburse The Developer and/or owners for all out-of-pocket expenses (including actual attorney's fees and court costs) incurred in enforcing these conditions, covenants and restrictions.

Subdivision of Lots: No lot or lots may be subdivided into any parcels, tracts or lots smaller in size than that which was originally conveyed by The Developer to the initial purchaser. No lot shall contain more than one (1) single family dwelling. The Developer reserves unto itself the right to subdivide, re-divide and or/ divide into parcels, tracts out lots or lots, any or all of the real property owned by The Developer.

Grading: No lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back up onto the lot of another property owners or so as to restrict the use of enjoyment of any other lot. Each lot owner is responsible for maintaining the engineered drainage plan. Lawn and landscaping to be completed within one year of completion of home in strict compliance with approved subdivision drainage plan.

Suitability of Soil: The Developer makes no representation or warranty whatsoever, express or implied, regarding to the physical condition of any lot. The Developer recommends prospective buyers, at the buyer's expense, to have their lot inspected and tested by a qualified professional regarding the subsurface conditions or any other matter which may be of concern to the buyer.

Temporary Structures: No structure of a temporary character, trailer, basement, shack, garage or other outbuilding shall be used on any parcel at any time as a residence either temporarily, or permanently. No structure other than a fully completed residence shall be occupied.

Start Date/Completion Date: Projects must be completed within one year of start of construction (from issuance of building permit by the Town of Ledgeview). Every structure shall have a permanent finish on the exterior within nine months of start. Completion of structure includes the dwelling, the lot, which shall be final graded to meet the engineered drainage plan requirements, and hard surface driveway. Landscaping to be completed within one year of completion of home.

Lot Stakes/Corner Markers: Survey stakes (metal pipes in the ground) identify every lot corner. Whether done by individual lot owner, a builder, or a professional surveyor, the lot owner is responsible for locating corner markers. The home must be placed within the legal limits of the plat and the requirements of the Town of Ledgeview. Lot owners shall be solely responsible for maintaining all survey markers and must be sure they are not moved or removed during the construction of their individual homes. A disturbance of a survey stake by anyone is a violation of 236.32 of Wisconsin Statutes.

Fill and Topsoil: Stockpiles of topsoil and fill located on any lot will remain the property of The Developer and are not a part of the sale of any individual lot upon which it may be stockpiled. Any fill or topsoil hauled in or out of any lot shall be at the buyer's expense.

Maintenance of Vacant Lot: The Lot owner is responsible for the maintenance and upkeep of the lot prior to the start of construction, including but not limited to keeping the lot free of trash and debris, and cutting long grass and weeds. Cut grass, leaves and other compost should be taken to the Town of Ledgeview Compost drop-off site.

Construction Debris: The owner, in accordance with ordinances enforced by the Town of Ledgeview, shall dispose of all debris created during construction. Any cost incurred by The Developer for removal of such debris shall be billed to the homeowner who is responsible for removal of such debris.

ARTICLE III
PURPOSE

Exterior Storage: There shall be no exterior storage of trailers, boats, RV's, campers, lawnmowers, ATV's or any other motorized or non-motorized vehicles. Temporary parking of a trailer, camper, boats, RV or other vehicle or any combination of vehicles, that are being loaded/unloaded and planned to be used or stored within a seven (7) day period or a maximum of 30 total days in a calendar year, is acceptable. Storage, temporary or permanent, of these vehicles must be kept in an enclosed garage off site. All vehicles must be licensed and operable.

Garbage/recycling collection and containers: Town approved containers shall not be set out prior to 5 pm on the day preceding collection and be put away no later than 9 p.m. on the day of collection. Garbage and recycling containers must be stored in the garage or an approved accessory building and not visible from the street.

Finished Landscaping: All lawns and landscaping shall be maintained in an attractive manner. All lawns must be clipped; no "Wildlife" or "Prairie" lawns are permitted. The cutting and storage of firewood shall be contained to an area concealed from the view of the neighbors and be maintained in an orderly fashion.

Vegetable Gardens: Vegetable Gardens are permitted but are not to be located in the front yard of any home or lot.

Clotheslines/laundry: No permanent clothesline poles or laundry hanging accessories are allowed.

Accessory Buildings: One accessory building may be constructed of any lot, not to exceed 168 square feet (Appx 12'x14') Outbuilding plans, specifications and site plans shall be submitted to and approved by The Developer of this plat prior to commencement of construction. Any accessory building must also meet any applicable zoning code regulations. Failure to receive written approval prior to construction may result in The Developer or any resident of this plat enforcing removal of such structure. Any accessory building shall be built on site of 2x4 construction and materials to match the principal structure. The Developer reserves the right to deny, limit, or require a certain location for outbuildings so that they do not impede the view of the neighboring property owners.

Structures other than Accessory Buildings: No detached dog kennels, dog houses, chicken coops, or tree houses will be allowed. Other structures that are not attached to the principal residence such as pergolas, or gazeboes need to be submitted to The Developer for approval prior to construction or installation.

Swimming Pools: All pools must be in-ground, and the developer must approve all plans. Fencing shall be as described in these covenants and subject to local ordinances.

Fences: No chain link or cedar fences are permitted. All fences must comply with the Town of Ledgeview ordinances and setbacks. All fences must be approved by The Developer. Open aluminum, maintenance free fences are recommended. Invisible fences for pet containment are acceptable.

Satellite Dishes: Satellite dishes are allowed but must not measure in excess of 24 inches in diameter. No wiring should be visible on the exterior of the home.

Mailboxes: At this time, the United States Postal Service is requiring mailboxes in all new subdivisions to be clustered. If at such time the USPS decides that individual mailboxes will be allowed, The Developer or USPS will inform each owner what the new mailbox specifications will be for the subdivision. All maintenance and upkeep, including snow removal is the responsibility of lot owners.

Pets & Livestock: No livestock is allowed, including, but not limited to, cattle, horses, swine, sheep, goats, or poultry. Each homeowner is allowed to have a maximum of two pets: one or two dogs, one or two cats, or one dog and one cat. A homeowner may also have other indoor-only pets such as fish or a bird.

Dogs that are unrestrained or constantly barking and a nuisance to the neighborhood will not be allowed. These may be subject to a visit and removal by the Town of Ledgeview authorities.

All pets must be maintained so that they do not cause disturbance or create odors which are offensive to neighbors. Pets must be contained when outside, either with permanent, approved fencing, invisible fencing, or on a leash of at least 8' long. When walking your pets, they must be on a leash and the owner is responsible for cleaning up the pet's waste and dispose of at your home, not on someone's else's lot or in any conservancy area.

Each homeowner shall have the duty to clean up after any animal owned by the homeowner or their guests or invitees after the animal has defecated or otherwise used any portion of the Common Area and created as mess.

Nuisances: No noxious or offensive activity shall be carried on upon the entrance of the development or on any out lot described herein, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Signs: No signs of any kind shall be displayed to the public view on the out lots or other than the entrance sign of the development.

ARTICLE IV **PURPOSE**

Conservation Intent: Dollar Ridge Estates includes designated Town of Ledgeview ESA (Environmentally Sensitive Area) and/or "Conservation Easement". The Landowner and the Town of Ledgeview share the common purpose of preserving the Conservation Values of the Property in perpetuity. The Town of Ledgeview and Landowner agree to accept the right to monitor and enforce these restrictions in order to preserve, enhance and protect the Property for the benefit of this generation and those to come. No trees shall be removed from the Conservation Easement Area, unless trees have been certified by the Town of Ledgeview that they are dead, diseased, or dying. No grading, landscaping, or structures are allowed in these areas and shall be removed and restored at the owner's expense should such improvements be discovered. Landowners that wish to remove any vegetation in these designated areas must contact the Town of Ledgeview prior to removal or will be subject to a fine, restoration of the area, or both.

ARTICLE V
MISCELLANEOUS

- A. Terms:** The restrictions and covenants of this declaration shall remain in effect for a period of twenty (20) years from the date hereof and thereafter shall continue automatically to be in effect for additional periods of five (5) years unless terminated or otherwise limited or enlarged by the recording of an instrument executed and acknowledged by the home owners of at least fifty-one percent (51%) of the lots covered by this declaration.
- B. Amendment:** These restrictive covenants shall run with the land, and all future conveyances of any lots of the development 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 restrictive covenants for the protection of all owners of the development. These restrictive covenants 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 and approved by at least fifty-one percent (51%) of lot owners.
- C. Enforcement:** Enforcement of these restrictive covenants shall be by proceeding at law or in equity against any person or person violating or attempting to violate any covenant or restriction either to restrain a violation or to recover damages including attorney's fees. Legal filing due to a violation of these covenants shall be permitted by any resident of the development or by The Developer if still owning a lot in the Development.

In the case of violating the adopted stormwater management plan and overall grading plan, then the Town of Ledgeview shall have the right to file. 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 restrictions shall reimburse The Developer and/or owners for all out-of-pocket expenses (including actual attorney's fees and court costs) incurred in enforcing these conditions, covenants and restrictions.

All decisions of The Developer shall be enforceable against any lot owners if made in a good faith exercised of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of these covenants. Any lot owner or other person to avoid, set aside or challenge any such decision of The Developer shall have the burden of proof to establish that such standards were not met at the time of the decision was made.

Variations in any of these covenants may be permitted by The Developer where The Developer is reasonably 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.

Other laws and ordinances adopted by the Town of Ledgeview, County of Brown, and State of Wisconsin are not specifically listed in these documents but can be enforced by those governmental agencies as deemed necessary. Residents of this community are asked to behave responsibly and lawfully when it comes to the use of fireworks or excessive noise after the hours of 10 pm. Please respect the rights of your neighbors to enjoy a peaceful lifestyle.

- D. Severability:** Invalidation of any of these restrictive covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

- E. Binding Effects:** The Homeowners of all lots agree to be bound by the Restrictive Covenants contained herein. These restrictions shall by a covenant running with the land and shall be binding upon all parties hereto, their successors, heirs, personal representatives and assigns.

All covenants set forth with in this document shall apply exclusively to this development and in no way shall a variance or special exception to these covenants be pursued through governmental channels associated with the Town of Ledgeview or Brown County. All rights and responsibilities of The Developer shall expire upon concluding sale of all parcels in said development.

Dated this _____ day of _____, 2025

Detrie Builders, Inc. (The Developer)

Detrie Builders, Inc. (authorized member)

Subscribed and sworn to before me

This _____ day of _____, 2025

Printed Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____