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COVENANTS AND RESTRICTIONS

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## **CRANBERRY LAKE VILLAGE**

### **Declaration of Covenants, Conditions and Restrictions**

The undersigned, Aspen Avenue Development, Inc., hereinafter referred to as "Declarant," is the owner of all the real estate described herein, which is located in the Village of Warrens, Monroe County, Wisconsin, and as more particularly described on Exhibit A, hereby declares and establishes for the mutual protection and benefit of the Declarant and purchasers of sites the following covenants, conditions and restrictions.

#### **I. Purpose**

The purpose of these covenants, conditions and restrictions is to ensure 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, to thereby secure to each site owner the full benefit and enjoyment of the property, with no greater restriction on the free and undisturbed use of said property than is necessary to ensure the same advantages to other site owners; the covenants, conditions and restrictions shall run with the land and shall be binding on all parties having any right, title or interest in the described property, or any part of such property, their heirs, successors and assigns and shall inure to the benefit of each owner of such property.

#### **II. Definitions**

1. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to herein.
2. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted gardening management practices necessary to promote a healthy, weed-free environment for optimum plant growth.
3. "Declarant" shall mean Aspen Avenue Development, Inc., its successors and assigns.
4. "Owner" shall mean the recorded owner, whether one or more persons or entities, of fee simple title to any lot that is part of the property and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

5. "Subdivision" shall mean the subdivided real property described herein and such additions to such property as may be brought within the jurisdiction of the subdivision as provided in this declaration.

III. Architectural Control Committee.

1. Creation. There shall be created an Architectural Control Committee which shall be responsible for reviewing the plans, all proposed new construction, additions or modifications. Such committee shall be responsible to ascertain that the plans and subsequent construction meet the requirements set forth in this declaration and such other requirements as adopted by the committee. The primary purpose of this committee shall be to assist property owners in achieving compliance with the declarations set forth herein and those declarations adopted by the committee.

2. Membership. The Architectural Control Committee shall consist of three (3) members selected and appointed by the Declarant. Committee members shall serve staggered three year terms. Committee members shall serve until his or her earlier resignation, removal from office or death. A vacancy in the committee shall be filled by appointment by the Declarant.

3. Control. Any property owner seeking to construct a permanent structure or to add or modify any portion of the exterior of an existing home or structure shall submit the proposed plans to the committee for review prior to commencement of work. Construction of a pertinent or new structure shall include, but not be limited to, equipment and material housing, sheds, dog runs, gazebos, arbors associated with landscaping or other similar construction.

4. Approval. No construction, change, modification or alteration for which plans are to be submitted to the committee shall be commenced until the plans and specifications have been submitted to and approved in writing by the committee.

5. Application Procedure. The committee shall adopt in writing an application procedure to be followed by all applicants.

6. Review of Criteria. The Architectural Control Committee evaluates each application on individual merits of the application. The committee's decisions are based on standards set forth herein and guidelines adopted by the committee.

7. Variance. The committee shall have authority to grant a variance that will not be contrary to the purpose of these covenants, conditions and restrictions, where owing to special conditions, a literal enforcement will result in practical difficulty or unnecessary hardship.

8. Timing. Committee shall approve or disapprove each application in writing within thirty (30) days after all plans and specifications and materials have been submitted through the committee.

9. Records. The committee shall maintain written records of all applications submitted to it and their decisions.

10. Liability. The committee shall not be liable in damages to any person submitting a request within the subdivision by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove in whole or in part.

11. Right to Adopt Additional Rules. Committee shall have the right from time to time to adopt additional rules and regulations the committee deems appropriate to meet the intent and standards set forth in this declaration. Any rules and regulations adopted by this committee shall be set forth in writing and shall be provided to property owners upon request.

#### IV. Building Restrictions

1. All outbuildings and non-residential structures, such as storage sheds, shall be constructed with materials similar in appearance and design quality as the residence.

2. One outbuilding is permitted for each lot with a maximum size:

A. On lots of less than sixty (60') feet average width, one hundred (100) square feet with a maximum height of ten (10') feet.

B. On lots of greater than sixty (60') feet average width, twelve (12') feet by sixteen (16') feet. Maximum sidewall height is eight (8') feet.

3. Setback Requirements.

A. Residential. Setback line, side lot and rear lot for residential structures are as follows:

(1) Front - Minimum twenty-five (25') feet

a. Except Overlook Court and Hilltop Court: minimum twenty (20') feet

(2) Side lot - Minimum ten (10%) percent of lot frontage

(3) Rear lot - Minimum ten (10') feet

B. Outbuildings. Setback line, side lot and rear lot for outbuilding structures are as follows:

(1) Front - Minimum fifty (50') feet

(2) Side lot - Minimum five (5') feet

(3) Rear lot - Minimum ten (10') feet

4. Height Restrictions. No building shall be more than two (2) stories in height and shall not exceed thirty-five (35') feet from ground level to top thereof.

5. Fence Restriction.

A. No fence or wall higher than five (5') feet shall be erected or maintained on the premises. No fence or wall shall be placed closer than three (3') feet of the lot line. No fence

may be located any closer to the front of the home than half of the depth of the home. Any fence or wall shall be constructed of wood, brick or stone and shall be erected and maintained in a reasonable condition of appearance and repair.

B. Exception to this fence restriction: Property owner may erect a fence within fifteen (15') feet of the perimeter of any swimming pool or other pool, provided that such fence shall not exceed six (6') feet in height or the minimum height necessary to comply with the applicable laws of the State of Wisconsin, whichever is greater. Any fence surrounding a swimming pool or other pool may be of such length as to allow complete enclosure of the pool. A chain link fence shall be permitted only to enclose a swimming pool or other pool and for no other purpose.

6. Driveways. All driveways and parking bays shall be covered with a permanent surface of brick, stone, concrete or bituminous asphalt.

#### V. Use Restriction.

The following use restrictions shall be applicable to the real estate described herein. The Architectural Control Committee shall have the right to adopt additional use rules and regulations the Committee deems necessary to meet the intent of this declaration with copies provided to owners upon request.

1. Prohibition. No business of any kind shall be conducted on any lots within the subdivision with the exception of the business of the Declarant and the transferees of the Declarant in developing the lots.
2. Obnoxious Activities. No obnoxious or offensive activities shall be carried on or in any lot.
3. Signage. No sign of any kind shall be displayed to public view on any lot except name and address signs or signs advertising the property for sale or rent, provided such signs are no more than two feet square in size.
4. Animals. No farm animals such as horses, cows, goats, hogs, chickens or similar animals shall be kept or maintained on the property.
5. Rubbish. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any lot except in sanitary containers or except in those situations of a public pick-up of said rubbish, trash or garbage.
6. Storage of Vehicles. No storage of vehicles, boats, motor homes, camping trailers, boat trailers, recreational vehicles, buses, trucks over one ton shall be parked or stored on any lot or any public street within the plat for more than 48 consecutive hours except that said items may be stored or parked within a garage. Exceptions to this may be approved by the Architectural Control Committee in

instances where, in the opinion of the committee, the combination of attractive fencing or vegetative covering adequately shields the parked vehicles such that it does not detract from the view of the neighboring lots.

7. Semi tractor trailers. No semi tractor trailers or trailers shall be stored or parked on said lots or public streets at any time except for the purpose of making deliveries or moving persons into or out of residences.
8. Tents. No tents may be placed on any lot within the subdivision except for temporary purposes when used by children of the lot owners or lessees.
9. Location of Satellite Dish / LP Tank. No satellite dish or LP tank shall be located ahead of the front line of the residence extended.
10. Unightly Ornamental Lawn Objects. No unsightly ornamental lawn objects shall be placed on any lawn in the subdivision.
11. Camp Fires. Camp fires are permitted in front and rear yards only.
12. Wood Burning Furnaces. Outdoor wood burning furnaces are not permitted.

VI. Owners Obligation to Repair.

Each owner, at the owners sole cost and expense, shall repair such residence, keeping the same in condition comparable to the condition of the residence at the time of its initial construction, excepting only normal wear and tear.

VII. Owners Obligation to Rebuild.

If all or any portion of the residence is damaged, or destroyed by fire or other casualty, it shall be the duty of the owner or owners, with all due diligence, to rebuild, repair or reconstruct said residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs and shall be completed in a timely and orderly manner.

VIII. Minimum Lot Size.

No residential structure shall be erected or placed on any building plot which is small than a single lot as described by the Declarant in the subdivision. Parcels described and identified in the subdivision shall be considered as single lots for the purpose of this section.

IX. Easement.

All side lots are subject to a three (3') foot cross easement of ingress and egress with the adjoining lot. Each lot owner shall be responsible for maintaining said easement area and shall not in any manner restrict or interfere with said easement.

#### X. Declarant's Right of Use of Front Lot.

Declarant reserves the exclusive right to use the front fifty (50') feet of each lot measured from the right of way line. The right of use shall be for those special events the Declarant deems appropriate such as seasonal lighting shows and community festivals. The use may include the placement of temporary objects on the property. The Declarant shall restore the lot to its original condition at its cost and shall pay any other cost associated with the Declarant's use.

#### XI. General Provisions Violation.

Any breach of a restrictive covenant contained herein shall be deemed to result in irreparable harm to all persons owning interest in and to the restricted premises. The Declarant and any owner shall have the right to enforce the provisions of these restrictions and any changes now or hereinafter adopted by suit for injunction, damages or other remedies whether legal or equitable. In case of suit or injunction, no bond or other security shall be required as a condition subsequent to the issuance of the injunction. Enforcement of any particular remedy by one or more of the persons entitled to enforce the covenants herein shall not operate with a waiver of any other remedy available to the parties seeking enforcement or any other person entitled to enforce these restrictive covenants or any changes made thereto. Failure by the Declarant or by any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so at a later date.

#### XII. Severability.

If any covenant, condition, restriction or other provision contained herein or any portion thereof, is invalid or void, such invalidity or voidness shall in no way effect the other covenants, conditions, restrictions or provisions contained herein.

#### XIII. Amendments.

Covenants and conditions of this declaration may be amended by the declarant at any time prior to June 1, 2010 or sooner if the declarant relinquishes control, except such changes must be in keeping with the general purpose of these covenants. Thereafter the covenants and conditions may be amended by the owners with each owner entitled to one vote per residential lot. A majority vote is required to amend the provisions of Article III, Architectural Control Committee. A two-thirds (2/3) vote is required to amend all other provisions of the declaration. A meeting of the owners shall be called for the above purposes upon written request to declarant of ten (10%) percent of the owner. Any such meeting shall be held within thirty (30) days of receipt of said notice.

#### XIV. Subsequent Annexation of Additional Property.

Additional property may be annexed to the subdivision by the Declarant without the consent of the property owners. The annexed property shall be subject to the same rules and covenants as amended as the original property within the subdivision.

XV. Governing Law.

This declaration shall be governed by construed and enforcement according to the laws of the State of Wisconsin.

Executed on the 1 day of August, 2006.

Witness:

ASPEN AVENUE DEVELOPMENT, INC.

Jason P. [Signature]

By: [Signature]  
Edward VanDerMolen, president

Subscribed and sworn to before me  
this 1 day of August, 2006.

[Signature]  
Robert J. Mubarak  
Notary Public Monroe County, WI  
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY:  
Robert J. Mubarak  
MUBARAK, RADCLIFFE & BERRY S.C.  
917 Superior Avenue  
Post Office Box 110  
Tomah, Wisconsin 54660-0110  
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Lots 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, and 277 of the Fifth Addition to Cranberry Lake Village recorded as Document No. 562832; being a part of the West One-half of the Southeast Quarter, the East One-half of the Southwest Quarter, and Outlot One and Lot One of Monroe County Certified Survey Map recorded as Volume 19 CSM 118, Document No. 557313; ALL in Section Eight, Township Nineteen North, Range One West.