

Guthrie Estate Subdivision Restrictions & Association Guidelines

This declaration is made by the undersigner, D&M Development Group, LLC, hereinafter known as Developer, being the owners of the property commonly known as Guthrie Estates, and legally described on the attached final plat.

In order to maintain harmony of appearance, protect property values, and develop the lands above described to a residential district of distinct class and character, and for the following restrictions, covenants and conditions an association will be established and maintained by the land owners of said parcels included in the Guthrie Estates subdivision. The developer will serve as the association until a committee of not less than 3 separate land owners is formed. The intent of this committee will be to serve the association in ensuring that the below said controls are maintained.

ARTICLE I GENERAL PURPOSE

The purpose of this declaration is to ensure the best use and most appropriate development and improvement of each building site to protect owners of building sites against such use of surrounding building sites and as well detract from the value of their property; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes, to encourage and secure erection of attractive homes with adequate spaces between structures; and in general, to provide adequately for a high type and quality of improvement in said property, and thereby to preserve and enhance investments made by purchasers of building sites therein.

ARTICLE II SINGLE-FAMILY LOTS

All lots shall be used for single-family residential purposes.

ARTICLE III SIZE OF RESIDENCERS

All dwellings shall have the following schedule of area, exclusive of porches, garages, patios, breezeways and other similar additions:

- A. ONE-STORY BUILDING (RANCH) – not less than 1,800 square feet;
- B. ONE AND ONE-HALF- not less than 2,100 square feet;
- C. TWO STORY BUILDING – not less than 2,200 square feet, first floor shall not be less than 1,200 square feet.

ARTICLE IV SETBACK REQUIREMENTS

The applicable setback requirements shall in no case be less restrictive than any other setback applicable under relevant ordinance, statute or other state law.

- A. FRONT YARD. Front yard setbacks shall be fifty (50) feet minimum.
- B. REAR YARD. Rear yard setbacks shall be twenty-five (25) minimum.
- C. SIDE YARD. Side yard setbacks shall be twenty-five (25) feet per side, provided, however, that any side yard abutting a street shall have a fifty (50) foot setback.

ARTICLE V BUILDING RESTRICTIONS

LANDSCAPING. All lots shall be seeded or sodded and landscaped in a manner in harmony with the adjacent property within twelve (12) months of the date of issue of an occupancy permit.

DRIVEWAYS. All driveways and driveway approaches must be constructed of a "hard surface" such as poured concrete, concrete stampings, or asphalt and must be complete within twelve (12) months of the date of issue of an occupancy permit.

PROFESSIONAL DESIGN. All structures shall be designed by a qualified engineer, architect or designer experienced in residential design. The design must meet approval of Developer and meet all restrictions set forth by the Village of Big Bend.

COMPLETION OF CONSTRUCTION. All buildings shall be completed within one (1) year from the date the ground is broken for such building. No building shall be moved onto any lot and no building shall be constructed on any lot that shall contain secondhand materials unless approved by the association.

TWO –CAR GARAGE REQUIRED. All homes must have at least a two-car garage attached to the dwelling by forming an integral part of.

OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

GARBAGE AND REFUSE. Trash, garbage or other waste kept on the property shall be in sanitary covered containers, which are stored out of sight of the street and adjacent to the property.

ANTENNAE. Unless allowed by other applicable law, no external radio or similar aerial greater than thirty-six (36) inches in height, or satellite dishes in excess of twenty-four (24) inches in diameter may be erected on any structure or lot.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be in use on any lot while in the building process.

ACCESSORY BUILDINGS. Accessory buildings, out buildings, sheds or similar structures shall be permitted to the extent allowed by, and subject to, any applicable ordinance, statute or law.

STORAGE OF VEHICLES. There shall be no outside storage of unlicensed vehicles. A maximum of one type of boat, trailer, camper or other similar vehicles or items may be stored on the lot with a maximum combination of two items stored outside.

DOG KENNELS AND PETS. No exterior detached dog kennel shall be constructed or maintained on any lot unless approved by a 2/3 majority vote by the association. No lot owner shall keep any pet, which creates a nuisance.

FENCES. No fence may be erected higher than four (5) feet from the graded surface of the ground, on which said fence is erected. All fences must be approved by a 2/3 majority vote by the association.

ARTICLE VI SUBDIVISION IDENTIFICATION SIGNS AND LANDSCAPING

The developer reserves unto itself and its successors and assigns, the right to erect, repair, maintain, improve, change, and remove marketing signs and entrance landscaping on any unsold lots in the subdivision, for so long as the Developer shall own any of the lots in the Subdivision.

ARTICLE VII SOIL REMOVAL

The grading and drainage pattern on any lot in the subdivision shall not be changed, and no change that affects drainage pattern on any adjacent lot shall be allowed. No soil shall be removed from any lot in the subdivision without proper consent of the Association or the Village of Big Bend. Any excess soil resulting from excavations shall be transported, at the lot owner's expense, to such other places in the subdivision or on other property as may be designated by the Association.

ARTICLE VIII OUTLOTS & STORM WATER DRAINAGE

Outlots 1, 4 and 5as designated on the plat shall be owned in equal one-twenty third (1/23) shares by the lot owners. Responsibility for the ownership, insurance, maintenance, repair and upkeep of such Outlots shall be shared accordingly. Any lot owner who advances funds on behalf of another lot owner shall have the right to recover such funds advanced pursuant to Article XIII of this declaration.

The subdivision has been engineered to provide for appropriate and necessary storm water management and drainage. A portion of that engineering is storm water detention facilities (the "facilities") located entirely within the confines of Outlots 1, 4 and 5 of the subdivision, as identified on the plat. Notwithstanding its locations, storm water and surface water run off for the entire subdivision drains to the facilities, which accordingly serve and benefit each lot in the subdivision. As such, and recognizing the necessity of the facilities, and of the proper storm water management, to the subdivision as a whole, the owners of each lot in the subdivision expressly acknowledge and consent to the following restrictions:

- A. Each lot owner shall have a limited easement for the purposes of draining storm water and other surface water runoff over and across the lands within the subdivision and into the facility in substantial accordance with the drainage and storm water management plans approved by the Village of Big Bend.
- B. No construction, grading or obstruction of surface water flow shall be allowed in the facilities or in any other areas designated on the plat.
- C. Ordinary maintenance and upkeep shall be the primary responsibility of the association. It is anticipated that such maintenance and upkeep shall include mowing and similar maintenance of the type, which may be reasonably performed by

the association. In the event extraordinary maintenance, repair or improvement of the facilities is deemed necessary by the association, such extraordinary maintenance, repair or improvement shall be made only on the written agreement of two-thirds (2/3) of the lot owners, with the costs shared equally between the lot owners. Any lot owner who advances funds on behalf of another shall have the right to recover such funds advanced pursuant to Article XIII of this declaration.

- D. In the event maintenance, repair or improvement, whether ordinary or extraordinary, of the facilities is declared necessary by the Village of Big Bend, in its sole discretion, the Village may order the lot owners to complete such necessary maintenance, repair or improvement within a reasonable time as it may designate. If such extraordinary maintenance, repair or improvement is not completed within such time, the Village shall have the right and power, but not the obligation, to perform such maintenance, repair or improvement, as it deems necessary. If the Village performs such work, all costs incurred shall be assessed as a special charge for current services pursuant to Wis. Stat. 66.0627 which charges shall become a lien if unpaid. In the event the Village assesses such costs other than equally, any lot owner paying more than an equal share (1/23) shall have the right to recover any such additional payment from the other lot owners. Wis. Stat. 66.027 states:

66.0627 Special charges for current services. (1) In this section, "service" includes snow and ice removal, weed elimination, street sprinkling, oiling and tarring, repair of sidewalks or curbs and gutter, garbage and refuse disposal, recycling, storm water management, including construction of storm water management facilities, tree care, removal and disposition of dead animals under s. 60.23 (20), soil conservation work under s. 92.115 and snow removal under s. 66.105 (2) Except as provided in sub. (5), the governing body of a city, village or town may impose a special charge against real property for current services rendered by allocating all or part of the cost of the service to the property served. The authority under this section is in addition to any other method provided by law. (3) (a) Except as provided in par. (b), the governing body of city, village or town may determine the manner of providing notice of a special charge. (b) Before a special charge for street tarring or the repair of sidewalks, curbs or gutters may be imposed, a public hearing shall be held by the governing body on whether the service in question will be funded in whole or in part be a special charge. Any interested person may testify at the hearing. Notice of the hearing shall be by class 1 notice under ch. 985, published at least 20 days before the hearing. A copy of the notice shall be mailed at least 10 days before the hearing to each interested person whose address is known or can be ascertained with reasonable diligence. The notice under this paragraph shall state the date, time and location of the hearing, the subject matter of the hearing and that any interested person may testify. (4) A special charge is not payable in installments. If a special charge is not paid within the time determined by the governing body, the special charge delinquent. A delinquent special charge becomes a lien on the property against which it is imposed as of the date of delinquency. The special charge shall be included in the current or next tax roll for collection and settlement under ch. 74. (5) Except with respect to the storm water management, including construction of storm water management facilities, no special charge may be imposed under this section to collect arrearages owed a municipal public utility. (6) If a special charge imposed under this section is held invalid because this section is found unconstitutional, the governing body may reassess the special charge under any applicable law.

To any extent the statute is amended, repealed, recreated or modified, the Village shall remain entitled to enforce pursuant to the above language, or then current and applicable Statutes, at its sole discretion.

Each Individual lot owner stipulates as to the authority of the village to enter onto their property as may be necessary to perform such work and the ability of the village to assess such costs against each lot equally. Each lot owner acknowledges that their property is served and benefited by the facility on Lot 1, notwithstanding the fact that their property may not immediately abut, or directly drain to the facility and waives any related objection to assessment

ARTICLE IX UTILITIES

All wires leading from public utilities for electric or telephone service shall be installed below the surface of the lot to which service is furnished.

ARTICLE X LAMPPOSTS

In lieu of public street lights, there shall be installed at the lot owner's expense in a location designed by the developer at the time of the construction of the residence building on a lot one (1) outdoor electric lamppost with photoelectric controls. The Developer shall select the design of the lamppost. The lot owner shall maintain the lamppost in a proper operating manner.

ARTICLE XI MAILBOXES

All mailboxes within the subdivision shall be uniform design selected by the developer and installed and maintained at the lot owner's expense.

ARTICLE XII TERM

This declaration shall run with the land and shall be binding on all parties and persons having interest in the land affected hereby for a period of twenty-five (25) years from the date of this declaration being recorded, after which time this declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Buyers of a majority of the lots affected by this declaration has been recorded changing covenants established in this declaration in whole or in part or

