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Declaration of Restrictions and Covenants for Sandmar Village Subdivision

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DECLARATION OF RESTRICTIONS

AND COVENANTS FOR

SANDMAR VILLAGE SUBDIVISION

SANDMAR VILLAGE SUBDIVISION
DECLARATION OF RESTRICTIONS AND COVENANTS
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DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
SANDMAR VILLAGE SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS; that SANDMAR PROPERTIES, LLC is a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin (herein referred to as the "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of SANDMAR VILLAGE SUBDIVISION, located in the City of Ripon, Fond du Lac, County, Wisconsin and more particularly described in Exhibit A, attached hereto and incorporated herein (herein referred to as "SANDMAR VILLAGE " or "Subdivision"). Developer, in furtherance of the general purpose set forth in Section I below, does hereby declare for the mutual benefit of present and future owners of lands in SANDMAR VILLAGE and any future stages of development added pursuant to Section 9.5, below (herein referred to individually as "Owner" and collectively as "Owners"), that SANDMAR VILLAGE shall be subject to the following restrictions and covenants.

I. GENERAL PURPOSE

1.1. The general purpose of this Declaration of Restrictions and Covenants for the Subdivision (herein referred to as the "Declaration") is (1) to promote the harmonious development of SANDMAR VILLAGE into a residential community of high quality while protecting the natural beauty and quality of the environment; (2) to help insure that SANDMAR VILLAGE will become and remain an attractive community; (3) to preserve the open space within SANDMAR VILLAGE; (4) to guard against the erection of poorly designed or proportioned structures; (5) to require harmonious use of materials; (6) to promote the highest and best residential development of SANDMAR VILLAGE; (7) to require the erection of attractive homes in appropriate locations on building sites; (8) to require proper setbacks from streets and adequate open spaces between structures; and (9) in general, by such actions to maintain and enhance the value of investments made by purchasers of properties in SANDMAR VILLAGE.

II. BUILDING RESTRICTIONS

2.1. Minimum Size. All lots in SANDMAR VILLAGE are restricted to the construction of a single one story or two story single-family residence building with a minimum square footage of living space (excluding basement level areas) of one thousand three hundred (1,300) square feet for a one-story residence and one thousand five hundred (1,500) square feet for a two-story residence.

2.2. Garage. Each single-family residence in SANDMAR VILLAGE must have no more than one (1) garage that accommodates at least two (2) vehicles but shall be no larger than the residential living space (excluding basement) as set forth in applicable City of Ripon ordinances. The garage must be attached to the residence directly or by breezeway or located in the basement of the residence and constructed at the same time as the residence (such single-family residence and garage together shall be referred to herein as the "Building").

Each Building, all improvements on the Lot and the Design/Layout Plan (as defined in Section 2.6 below) shall be in conformance with the requirements set forth in this Declaration as well as the Design Guidelines attached hereto and incorporated herein as Exhibit B as may be adopted from time to time by Developer ("Requirements and Guidelines").

2.3. Exterior Materials. The exterior walls and fascia of the Building and any Permitted Improvements (as defined in Section 4.1, below) must be constructed of brick, stone, stucco, wood siding, steel siding, vinyl siding, LP SmartSide or Hardiplank siding, or their equivalent. Developer may, in its sole discretion, approve the use of artificial stone products. Siding materials such as aluminum siding, pressed board, Masonite or plywood will not be permitted on the exterior of the Building or any Permitted Improvements, except on soffits. Soffits (but not fascia) may be made of aluminum, vinyl or the siding materials permitted above for exterior walls. Fascia may only consist of the siding materials permitted above for exterior walls (but not aluminum). Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the exterior walls above such exposed wall.

2.4. Roofs. All Building roofs shall have a minimum pitch of six feet in height for each twelve feet in length (6/12), except for a porch roof or a shed-style roof. The Developer encourages a variety of roofing materials and colors with a minimum of a dimensional shingle. Final approval of the roofing materials and colors is subject to the discretion of the developer.

2.5. Setbacks. The Owner is responsible for compliance with Setback codes and ordinances established by the City of Ripon. Please note the following websites: riponpw.com or cityofripon.com. Area regulations are at 20.12.030. (Distances are measured to the building fascia; therefore porches are considered part of the building.) Fence ordinances are at 20.52.040(D) or as may be amended. The placement and design of any fence shall be subject to the review and approval of Developer in accordance with Section 4.1.1of this Declaration.

2.6. Approval of Plans. Each Owner must obtain Approval of the plans and specifications outlined in Section 2.6.2, below (referred to hereinafter as "Design/Layout Plan"), prior to application for a building permit from the City. For purposes of this Declaration, the term "Approval" shall mean the prior written approval of Developer. The Developer may assign its Approval right to the Association (as defined in Section 6.1, below) or review board in Developer's sole discretion (collectively, "Developer refers to

the Association or a review board in its capacity of reviewing Design/Layout Plans).

2.6.1. If so requested by Developer, before submitting Final Design/Layout Plans each Owner shall submit at least one preliminary plan for review by Developer.

2.6.2. Each Owner must submit to Developer in connection with its application for Approval of the Design/Layout Plan the following:

(a) Two (2) complete full-size sets of the final plans in digital format and one 11" x 17" reduction which shall incorporate the plan changes, if any, required by Developer as noted in its review of the preliminary plans. The plans shall comply with the following requirements:

(i) Exterior elevations shall be drawn to scale (1/4" = 1' minimum);

(ii) Floor plans shall be drawn to scale (1/4" = 1' minimum);

(iii) All exterior building materials shall be clearly identified;

(iv) Stake-out survey shall show the proposed location of the Building, existing and proposed yard grades and location of silt fences;

(v) The square footage of living area shall be identified by floor;

(vi) Other features that Developer may require from time to time as set forth in any supplement.

2.6.3. Approval of the Design/Layout Plan shall be based upon the building and use restrictions contained herein and the Design Guidelines as may be adopted from time to time by Developer. By approving the Design/Layout Plan, Developer is only stating to the degree of its ability that the Design/Layout Plan meets at least the minimum requirements of the Declaration. Developer's approval is in no way intended to guarantee or verify the adequacy of the Lot grading, compliance with the Master Grading Plan (as defined in Section 3.3), the accuracy, completeness or design of the Building or compliance with applicable ordinances, regulations or requirements of the City of Ripon.

2.6.4. Developer may withhold Design/Layout Plan Approval in its judgment if the same are not in conformity with the Declaration or are inconsistent with purposes of the Declaration. The following factors may

be taken into consideration:
The suitability of the proposed Building in and for the Subdivision;
The design, layout, elevation and the materials of which the Building is to be constructed;
The location of the Building upon the Lot and within the Subdivision, including in relation to other dwelling units and improvements in the Subdivision;
The exterior appearance of the Building, including, but not limited to, architectural style, building materials, window locations, the color scheme and the appearance in relation to surrounding dwelling units; and
The compliance of the Building or other structure with the standards set forth in the Declaration.

2.6.5. If in the opinion of Developer the submitted Design/Layout Plans do not comply with this Declaration and the Design Guidelines, Developer shall specify the reasons for such disapproval in writing to the Owner. The Owner shall then be entitled to submit the revised plans to Developer for approval. In addition, Developer may, at its option, but only with Owner's consent, refer the plans to a professional home designer for redesign so that the plans will comply with the Declaration and Design Guidelines. The Owner will be responsible for the payment of any fees charged by such professional.

III. CONSTRUCTION

3.1. Completion. A building permit from the City must be obtained within 12 months from date of sale/closing (exceptions may be made in Developer's sole discretion). The Building must be constructed in accordance with the Design/Layout Plan which received Approval and must be completed within twelve (12) months from the date the building permit is issued by the City. A sod or seeded lawn and a driveway paved with concrete, asphalt or brick must be installed within twelve (12) months from the date that the occupancy permit is issued by the City. All driveway aprons (the area between the curb and sidewalk) must be concrete.

3.2. Post Lamps. No later than upon completion of the construction of the Building, the Owner shall install at a location designated by Developer, one Approved outdoor electric post lamp with an unswitched photoelectric control. The design of the post lamp shall be uniform throughout SANDMAR VILLAGE. The Owner shall maintain the operation and appearance of the post lamp.

3.3. Grading and Drainage. Each Owner must adhere to the grading plan or any amendment thereto approved by the City Engineer and on file with the City ("Master Grading Plan") and grade such Owner's lot in accordance with the Master Grading Plan. Developer and/or the City and/or their agents, employees or independent contractors shall

have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance and correction of any drainage condition (whether Owner complied with the Master Grading Plan), and the Owner shall be responsible for cost of the same. Each Owner, at the time of construction of the Building, shall also be responsible for grading its lot so as to direct drainage toward the street or other established drainage way and to prevent an increase in drainage onto a neighboring property. This shall be accomplished by creating swales along common lot lines wherever practical. Drainage ways shall be kept free of any obstructions. No plantings other than grass shall be permitted within 3 feet of side or rear lot lines without Approval. Each Owner must consult with the adjacent lot Owner to agree upon compatible grading of their common lot lines. Due to the varying terrain and drainage conditions on each lot following construction, neither Developer nor the City shall be responsible for establishing lot line grades. The services of a professional engineer may be required to design a proper grading plan for any lot, the cost of which shall be paid by the lot Owner(s). Final grading of the lot shall be completed within two (2) months after the date that an occupancy permit has been issued for the Building (subject to delays caused by adverse weather conditions).

3.4. Utility Equipment Boxes. Electric transformers, cable TV and telephone equipment boxes have been placed by Developer to serve each lot. Any subsequent relocation, either horizontally or vertically, or modification of these equipment boxes shall require prior written authorization from the appropriate utility company or service provider and Approval. The lot Owner shall pay all costs of such relocation or modification.

3.5. Erosion Control. Each Owner shall be responsible for installing and maintaining erosion control measures from the commencement of grading until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Owner's lot. These measures include but are not limited to: installation of silt fence, hay/straw bales, ditch checks; street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the lot; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodible areas. Any areas where erosion control measures have been compromised by weather, construction or any other event shall be repaired within seven (7) days of damage unless ordered to be repaired sooner by an authorized governmental entity. After every rainfall exceeding 1/2 inch and at least once per week, the Owner or the Owner's contractor must inspect erosion control measures, and any necessary maintenance or repairs shall be made. Failure to comply with these requirements may result in sanctions against the Owner by the City, the Wisconsin Department of Commerce, and/or the Wisconsin Department of Natural Resources. All erosion control measures shall be installed and maintained according to the then current standards and specifications set forth in Wisconsin Department of Natural Resources Conservation Practice Standard and local ordinances.

3.6. Restoration of Disturbed Areas. All construction-related activity shall be confined to the Owner's lot unless the adjoining Owners have given permission to use their respective lots or Developer has given permission to use an outlot. If that

landscaping on adjacent lots or outlots is disturbed during construction or grading, all disturbed areas shall be immediately restored with vegetation of like kind at the expense of the Owner causing the disturbance. In the event that eroded material is deposited onto a street or neighboring property, the Owner of the lot from which the material came shall be responsible for removing the material and restoring the street or neighboring property to its original condition.

3.7. Liability for Pavement Damage. At the closing for each Lot, Developer shall have the option to require Owner to deposit with Developer $500 (Five Hundred Dollars) to be held in escrow by Developer as a deposit against possible damage to the Lot, an adjacent Lot, the sidewalk, street pavement, curb and gutter, drainage swale or other damage ("Construction Escrow"). Each Owner shall be responsible to Developer and the City for the costs of repairing and replacing any sidewalk, street pavement, curb and gutter, other damage or restoring drainage swales (including restoration of topsoil and lawn abutting the curb and gutter and within the drainage swales) which have been damaged during the course of constructing the Building and/or Permitted Improvements on Owner's lot. In the event the City requires Developer to make such repairs, replacements or restoration at Developer's expense, Owner shall be required to reimburse Developer for the cost of the repairs, replacement and restoration to the extent that such costs exceed the amount of the Construction Escrow. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer may record a document with the Register of Deeds of Fond du Lac County, giving notice of the lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer shall record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed in accordance with the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer from pursuing all other legal remedies. Upon completion of the Building and the satisfaction of Developer and the City that Lot owner has not caused damage requiring reimbursement, Developer shall release the balance, if any, of the Construction Escrow to Owner.

IV. IMPROVEMENTS/OWNER MAINTENANCE

4.1. Permitted Improvements. No buildings, outbuildings or other structures will be permitted on the Lot except the Building, and except the following exclusive list of permitted improvements ("Permitted Improvements"), which require Developer's prior written approval and shall comply with the Design Guidelines. Written approval may supersede City Codes based on being more restrictive:

4.1.1. Fences of a decorative style. Chain link fences, privacy fences or fences that enclose an entire yard will not be allowed without the specific approval of Developer in Developer's sole discretion and only if they comply with Design Guidelines. Also note City of Ripon Fence ordinance

20.52.040(D)

4.1.2. Deck structures constructed of wood. Developer may, in its sole discretion, approve the use of artificial wood products on decks in conformance with Design Guidelines.

4.1.3. Gazebos.

4.1.4. Pool houses not to exceed 200 square feet in area.

4.1.5. In-ground swimming pools. All swimming pool related pump, heater, filter and other equipment must be concealed in an enclosure located next to the Building to minimize the noise and visibility to neighboring properties. A different location for such pool equipment (with proper screening) may be allowed in special circumstances with Approval. "Seasonal Pool" means a swimming/wading pool which is stored indoors during the months of October through May, does not exceed five feet (5') in diameter or twenty (20) square feet in water surface area and is not more than eighteen (18") high. Seasonal Pools are permitted as set forth above.

4.1.6. Retaining walls constructed of natural stone, wood timbers or certain artificial modular stone products having a so-called "tumbled stone" effect and variations in the dimensions of the stones.

4.1.7. Berms.

4.2. Outside Parking/Storage. Outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles shall be permitted on designated driveways; provided, however, that no vehicles shall be repaired, parked or stored long-term on any part of driveways nor shall parking of any vehicles on the lawn be permitted. In addition, storage of any type of vehicle deemed unsightly by the Developer may be prohibited.

4.3. Mailboxes. The design of each mailbox/newspaper box shall be uniform throughout SANDMAR VILLAGE as set forth in the Design Guidelines and shall be installed in the location set forth in the Design Guidelines, unless the postmaster designates another location. The mailbox shall be installed within twelve (12) months of the issuance of an occupancy permit by the City.

4.4. Satellite Dishes/Antennas. Satellite dish antennas may not exceed thirty (30) inches in diameter. Any antenna or satellite dish should, if possible without interfering with reception, be placed and screened so as to minimize its visibility from roadways and neighboring lots.

4.5. Periodic Maintenance. Each Owner shall perform such periodic maintenance of the Owner's lot, including the adjoining public right-of-way area up to the edge of the

road pavement, as may be necessary to keep the lot neat and clean in appearance, including, without limitation, the mowing of grass and removal of weeds and debris. This requirement applies to vacant lots as well as to lots where Buildings have been constructed.

V. COMMON AREA

5.1. Definition. The term "Common Area" shall include the following areas, plus any additional areas that may be added in accordance with Section 9.5, below.

5.1.1. Outlots 1, 2 and 4 of SANDMAR VILLAGE upon conveyance to the Association or the City by Developer, subject to any easements, including a sign or monument entrance easement, Developer may record therein (herein, "Outlots").

5.1.2. Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the City and other appropriate public authorities. Consent to any such improvement shall not be considered or construed as an assumption of liability or responsibility for maintenance, or a release of the Association and/or the Owners of the duty to maintain such improvements.

5.1.3. The grass area up to the edge of the road, curb or pavement, and any fencing and landscaping contained within the public rights-of-way of the internal streets of SANDMAR VILLAGE abutting Outlots 1 and 2.

5.2. Use of Common Areas. No improvements shall be allowed on the Common area except the following: landscaping; signs installed by the Association, City or other public entity; for sale or promotional signs for SANDMAR VILLAGE installed by Developer or Developer's assigns; entrance monuments; walking trails; storm water management facilities; and sewer, water, gas, electric, telephone and other utility lines and facilities. Except in connection with the foregoing, the following shall be prohibited in or on the Common Area:

5.2.1. The temporary or permanent construction or placing of storage areas, signs, billboards or other structures or materials is prohibited. Notwithstanding the foregoing, Developer and its duly authorized agents may erect and maintain a marketing sign or signs within the Common Area until such time as Developer is no longer an Owner of any lots in SANDMAR VILLAGE.

5.2.2. Commercial or industrial activity, including passage across or upon the Common Area.

5.2.3. Filling, grading, excavating, mining or drilling, removal of

topsoil, sand, gravel, rock, minerals or other materials, or any building of roads.

5.2.4. Removal, destruction or cutting of trees or plants, unless conducted for proper maintenance and management by the Association.

5.2.5. Dumping of trash, garbage or other unsightly or hazardous material.

5.2.6. Hunting or trapping.

5.2.7. Operating of any type of motorized vehicle, except as may be necessary in conjunction with landscape maintenance by the Association.

5.3. Ownership of Common Areas. Each lot shall have an appurtenant undivided fractional interest in the Outlots (including Outlots added in future stages), the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including added future stages). All deeds and any other conveyances of any lot in SANDMAR VILLAGE shall be deemed to include such undivided interest in the Outlots, whether so specifically stated in any such deed or other conveyance.

5.4. Stormwater Management.

5.4.1. The Association (as defined in Section VI., below) shall maintain the stormwater management measures installed on the Common Area in accordance with the approved stormwater design prepared by Landcraft Survey & Engineering, Inc. dated April 25, 2008 (as may be amended or updated) and the Stormwater Treatment Device Access, Maintenance and Inspection Agreement on file in the offices of the City (the "Management and Maintenance Plans").

5.4.2. The Association, on an annual basis, shall provide maintenance of each stormwater management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment and sediment removal.

5.4.3. The City is authorized to access the Common Area to conduct inspections of stormwater practices as necessary to ascertain that the practices are being maintained and operated in accordance with the Management and Maintenance Plans.

5.4.4. Upon notification of the Association by the City of maintenance problems that require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the City.

5.4.5. The City is authorized to perform corrective actions identified as

necessary by the inspection if the Association or an Owner (as applicable) does not make the required corrections in the timeframe specified by the City. The costs and expenses shall be levied against the applicable Lot(s) as Special Charges for current services, pursuant to 66.0627 (as may be amended), Wisconsin Statues, or as Special Assessments pursuant to 66.0701, et. seq. Wisconsin Statutes (as may be amended). The City shall collect Special Charges and Special Assessments, including delinquent amounts, as provided in the statutes.

5.4.6. The storm water retention basin that has been constructed in SANDMAR VILLAGE is required by the City to assist in the removal of sediment from and detention of storm water. The storm water retention basin shall not be used for swimming or as recreational facilities. It is prohibited for any persons and or their domesticated pets to enter and or use the storm water retention area and or basin. By virtue of becoming an Owner of a lot in SANDMAR VILLAGE, each Owner agrees for itself and on behalf of its respective successors, assigns, heirs and personal representatives to waive, to the fullest extent permitted by law, any and all claims for liability against Developer and the Association and their respective agents, contractors, employees, officers and directors, and to indemnify, defend and hold Developer and the Association and their respective agents, contractors, employees, officers and directors harmless from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney fees) resulting from injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention basin by such Owner or such Owner's family, guests or invitees.

VI. Owners Association

6.1. Creation. Developer shall create a non-profit Wisconsin corporation to be known as Sandmar Village Owners Association, Inc., referred to herein as the "Association", which corporation is to be formed for the purpose of maintaining any Subdivision entrance signs, storm water management areas, landscaping, applicable outot and any other real property for which the Association is responsible together with any other amenity that may be provided by the Developer or the Association from time to time. The Association shall assess the pro rata share of the costs of such maintenance and other expenses of operation of the Association against the individual Owners, in accordance with terms set forth in the Articles of Incorporation and Bylaws of the Association.

6.2. Membership and Voting. Each Owner, whether one or more, shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of owners of the Lot (if more than one (1), the vote of a majority of the owners shall represent the vote of such Lot). Person(s) owning more than one (1) Lot shall have one (1) vote for each such Lot owned. Membership in the Association by a Lot Owner shall terminate at such time as such Owner sells or otherwise conveys or transfers such Lot.

6.3. Duties. The Developer shall have the right to appoint an initial board of up to three (3) directors of the Association, which directors shall serve as provided in the By-Laws. After the Developer has sold the final Lot in the Subdivision, subsequent directors will be elected or selected as provided in the By-Laws of the Association. The officers of the Association will be elected annually by the Board of Directors.

6.4. Powers. Commencing with the calendar year as determined by Developer and for each year thereafter, the Association shall prepare and adopt an operating budget covering the period January 1st through December 31st of such year. The budget shall be prepared and adopted by the Board of Directors before the beginning of the subsequent year, and shall be sent via email or US mail to each Owner prior to the annual meeting of the Association. In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, as contained in the annual budget, for the purposes of payment of costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment for taxes on any Association property such as outlots, maintenance, repair, replacement and additions to subdivisions entrance monuments, landscaping, storm water management areas, the cost of materials and management and supervision of the Association.

6.5. Assessments. In the event Fon du Lac County or the City of Ripon acquires title to any Lot in the Subdivision through the foreclosure of a lien for delinquent taxes, the Association assessments pertaining to such Lot shall not be charged to Fond du Lac County or the City of Ripon, but shall be paid by all remaining Owners through increased assessments by the Association.

6.6. Maintenance of Common Areas. The Association shall at its cost maintain in good condition and repair, replace and operate all of the Common Areas.

6.7. Ownership of Outlots. Each Lot shall have an appurtenant undivided interest in the Outlots, the numerator of which shall be one and the denominator of which shall be the total number of Lots subject to these Protective Covenants; provided, however, that no Lot shall have an ownership interest in any portion of an Outlot that is owned by the City of Ripon. All deeds and other conveyances of any Lot in the Subdivision shall be deemed to include such undivided interest in the Outlots.

VII. VIOLATION AND ENFORCEMENT

Developer shall be responsible for the enforcement of this Declaration and for all costs and expenses incurred for such enforcement until such time that Developer has sold or conveyed title to seventy-five (75%) of the lots that are subject to this Declaration (including future phases added in accordance with section 9.5 below). Following such time that Developer has sold or conveyed 75% of the lots subject to this Declaration, Developer shall continue to have the right to enforce this Declaration, but the Association shall pay for, or reimburse Developer for, all cost and expenses incurred by Developer in

enforcing this Declaration. The Association and Developer may recover their costs and expenses incurred in enforcing this Declaration in accordance with the following paragraph.

Any Owner violating the restrictions contained in this Declaration shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorneys' fees, incurred by Developer or the Association in enforcing this Declaration. The foregoing shall be in addition to any other rights or remedies that may be available to Developer and the Association. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer or the Association may record a document with the Register of Deeds of Fon du Lac County giving notice of the lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer or the Association, as the case may be, shall record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer and the Association for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer or the Association in accordance with the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer and the Association from pursuing all other legal remedies.

VIII. AGENT

Frederick C. Read is the duly authorized agent of Developer as of the date of this Declaration and may act in that capacity until such time as a notice is recorded in the office of the Register of Deeds of FON DU LAC County by Developer, its successors or assigns, which terminates the authority of said agent and names a new authorized agent.

IX. MISCELLANEOUS

9.1. Amendment of Declaration. Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of at least seventy-five percent (75%) of the lots subject to this Declaration or any Supplemental Declarations; provided, however, that any such action must also be approved in writing by (i) the City if required; and (ii) Developer so long as it shall be an Owner, including as an Owner of any lands that may potentially become a future phase of SANDMAR VILLAGE as provided in Section 9.5 below; provided, however, that as long as Developer owns a Lot, Developer alone may amend the Declaration without the consent of seventy-five percent (75%) of the Lot owners in order to correct errors or defects in this Declaration and such amendment shall take effect upon recording. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds of FOND DU LAC COUNTY

9.2. Variances. Developer, and no other unless Developer shall assign its rights

hereunder to the Association by written instrument recorded with the Register of Deeds of Fond du Lac County, shall have the right and authority to permit variances from the application of the Declaration, if such modification or variance is consistent and compatible with the overall scheme of development of SANDMAR VILLAGE, provided that no such modification shall be in violation of applicable laws or ordinances, or have the effect of revoking an Approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of Developer (or the Association after assignment), and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as thereafter preventing or excusing strict compliance with the Declaration, or (ii) as entitling any other person to such modification or variance.

9.3. Reservation of Right to Grant Easements. Developer reserves the right to grant and convey easements to the City and/or to any public or private utility company or service provider, upon, over, through or across those portions of any lot within ten (10) feet of any lot line and upon, over, through or across any portion of the Common Area for purposes of allowing the City, utility company or service provider to furnish gas, electric, water, sewer, cable television or other utility service to any lot or the Common Area. Developer reserves the right to grant and create easements through any portions of SANDMAR VILLAGE (including added future stages) for purposes of facilitating drainage of storm or surface water within or through SANDMAR VILLAGE (and any added future stages). Developer may grant such easements without the consent or approval of any lot Owner, so long as Developer or a successor developer to Developer owns any lots in SANDMAR VILLAGE (or any added future stages). After that time, or at such time as Developer shall assign such power to the Association, the Association shall have the power to grant easements upon, over, through or across any portion of the Common Area reserved to Developer hereunder.

9.4. Assignment to Association. Developer may assign to the Association the right to grant Approval pursuant to this Declaration.

9.5. Future Stages of Development of SANDMAR VILLAGE. Developer, its successors and assigns shall have the right to bring within this Declaration future stages of the development of SANDMAR VILLAGE. The future stages authorized under this Section shall be added by recording a Supplemental Declaration of Restrictions relating to each future phase (the "Supplemental Declaration"). A Supplemental Declaration will extend the provisions of this Declaration to such future stages, indicate any provisions that differ from the provisions of this Declaration or any prior Supplemental Declaration, and indicate the modification to this Declaration or any prior Supplemental Declaration resulting from such addition. Except with respect to increasing the number of Owners and adding to the Common Area, any such Supplemental Declarations shall not revoke, modify or add to the covenants established by this Declaration or any prior Supplemental Declaration.

9.6. Severability. The invalidity or unenforceability of any term, provision or

condition of this Declaration for any reason shall not affect the validity or enforceability of any other term, provision, or condition hereof, all of which shall remain in full force and effect for the term of this Declaration.

9.7. Duration of Restrictions. This Declaration and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded. Any Supplemental Declarations, whenever executed, shall have a term which coincides with the term of this Declaration and shall expire upon the expiration of this Declaration. Upon the expiration of such initial thirty (30) year term or any extended term as provided herein, this Declaration, as amended, and any Supplemental Declarations shall be automatically extended for successive terms of ten (10) years each, unless prior to the end of the then-current term a notice of termination is executed by the Owners of at least seventy-five percent (75%) of all lots subject to this Declaration or any Supplemental Declaration and is recorded in the office of the Register of Deeds of FOND DU LAC County. This Declaration shall be deemed to be covenants running with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner, and by the City, to the extent permitted by Sections 5.4.5 and 6.10, above.

(Signature follows on next page)

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions and Covenants for Sandmar Village Subdivision this 4 day of March, 2020.

Sandmar Properties, LLC

BY: _____
Frederick C. Read, President

STATE OF WISCONSIN)
) SS
Waukesha COUNTY)

Personally came before me this 4 day of March, 2020, the above-named Frederick C. Read, to me known to be the person who executed the foregoing instrument and acknowledged the same

Chelsey C. Engibous

*Chelsey C. Engibous
Notary Public, State of Wisconsin
My commission expires: 3/5/2023

CHELSEY C. ENGIBOUS
Notary Public
State of Wisconsin

EXHIBIT A

Legal Description

Lots 1-5 and 7-41 of Sandmar Village, located in a part of Lot 2, CSM #138, Volume 2, Page 138, Lot 2 and Lot 3, CSM #6861, Volume 48, Page 58, and being part of the SW ¼ of the NE ¼ of Section 28, T. 16 N.-R. 14 E., City of Ripon, Fond Du Lac, County, Wisconsin

EXHIBIT B

Design Guidelines

(Attached)

Design Guidelines

The Declaration provides that the Developer may establish from time to time Design Guidelines for Plan Approval ("Design Guidelines"). In furtherance of its goals for the development of a high quality residential community, Developer adopts the following Design Guidelines, which Developer or its successors or assigns may amend or revise at their sole discretion:

1. Windows: Shutters, window casings, window grids and other trim features that are used on the front of the Building and garage must also be used on appropriate windows on the sides and rear. In non-masonry openings casings of at least 4" in width must be used on all windows without shutters, attic vents and on all doors. Windows, doors and attic vents in masonry openings must have stone or brick sills and stone or brick soldier courses or corbels at the top and sides, or other similar appropriate detail. Developer will require the placement of windows or other design features in walls that would otherwise be blank or without architectural feature. (Chimneys, bays, or other projections on a wall are not, by themselves, an architectural feature.) Developer may require grids or mullion bars in all windows. An attractive, balanced exterior design will usually take precedence over concerns about furniture arrangement. Windows may be vinyl or aluminum clad.

2. Doors: Garage and service doors may be wood, steel or fiberglass and must have a raised panel or other decorative design.

3. Masonry: There is no minimum brick or stone requirement. If masonry material is used on the exterior walls, it should, if possible, terminate only at an inside corner. In the event it is not possible to terminate these materials at an inside corner, the materials must then terminate at a corner board at least 6" in width. If quoins or similar details are used at outside corners it will be acceptable to terminate the masonry by extending it around the corner the full width of the quoin. If stone (not brick) is used on exterior walls it will also be acceptable to terminate the stone by extending it around a corner for a distance of at least 12". A "beltline" or "apron" of brick or stone may terminate only at either an inside corner or on a wing wall. Other exterior materials such as lap siding must also terminate at an inside corner or at a corner board at least 6" in width.

4. Bay, Boxed-out Windows and Chimney Chases: Any bays, bay windows, boxed-out windows and other projections, which extend down to the top of the foundation level must have a foundation beneath. "Hung bays" which are at least 12" above the foundations are permitted, supported by brackets if appropriate. All chimney chases must have a foundation beneath.

5. Sloped Lots: Developer may require on sloping lots that certain basement walls be exposed to minimize the impact on trees, vegetation and drainage as well as allow for a more natural transition between homes. Garages must be constructed on the high side of the lot unless Developer approves a special exception.

6. Materials and Colors: Developer is encouraging variety and is open to variations. The variety of exterior materials should be kept to a minimum and must be used consistently on all elevations. The number of exterior colors should be kept to a minimum. It is recommended that a maximum of two colors be used on the walls and trim and one color for such items as shutters and doors.

7. Fences: Fences must be of a decorative style, no more than 6' high and at least 75% open. Chainlink fences, privacy fences and fences which enclose an entire yard are not allowed. Other styles of fence may be allowed if specifically approved by Developer. The area enclosed by the fence shall be no larger than the area that would be devoted to a typical back yard in-ground swimming pool, regardless of whether or not the home has a pool. All fences must be at least 3' from any lot line and the finished side of the fence must face the abutting property. Garden fences that are less than 75% open will be allowed provided that their design and materials are comparable to those of the Building and provided that they conform to these guidelines in all other respects. If the municipality has more restrictive fence ordinances, those shall control.

8. Landscape Features: Landscape features must not obstruct or interfere with construction of lot line drainage swales.

9. Post Lamp/Mailbox: The post lamp suggested by the Declaration to be installed by each Owner shall be a Hanover 250-OL 5408 BK outdoor electric lamp or better in design and quality, with a developer-specified post and photoelectric control. The location of this lamp shall be 2 feet back from the front lot line, eight feet from the house side of the driveway the Developer may allow exceptions to its placement. The lamp shall be maintained by the Owner and in a proper operating manner. Each Owner is also required to install a Hanover 555-M124- LESS mailbox and a developer-specified post. The mailbox location will be as directed by the local Postmaster. Maintenance, repair and replacement of the mailbox is the responsibility of the Owner. The cost of this lamp, post and mailbox will be finalized before closing and is approximately $975.00 (subject to change prior to closing) and shall be paid at closing.

10. Storage: Lot Owner must make sufficient provisions for storage within the perimeter of the Building. Firewood may be stored in the Owner's rear yard provided it is screened from view of neighboring lots by landscape materials.

11. Professional Home Designer/Architect: In order to properly evaluate a design, Developer may require that design/layout plans submitted for plan approval; be drawn by a professional home designer or architect Submittal of a preliminary plan for review prior to preparation of final plans is required.