

COVENANTS AND DECLARATIONS OF RESTRICTIONS

RIDGEWOOD RESERVE FRANKLIN, WI

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **CREATIVE HOMES, INC.**, being the owner of lots 1-9 being described as:

LEGAL DESCRIPTION: All of Outlot A of Certified Survey Map No. 3410, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 5239312, and Affidavit of Correction recorded in the Register of Deeds office for Milwaukee County, on January 11, 1979, reel 1176, Image 4, as Document No. 5282921, Outlot 1 of Certified Survey Map No. 9456, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 11306731, Outlot 1 of Certified Survey Map No. 9457, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 11306732, and additional lands, all being a part of the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 9; thence South 88°35'08" West along the south line of said Southeast 1/4, 990.40 feet; thence North 00°15'17" West and then along the west line of Parcel 1 of Certified Survey Map No. 9456, 200.49 feet to the Point of Beginning; thence continuing North 00°15'17" West, 681.33 feet; thence North 88°37'15" East, 330.40 feet to the west line of Parcel 1 of Certified Survey Map No. 3416; thence South 00°15'13" East along said west line, 220.00 feet to the south line of said Parcel 1; thence North 88°37'15" East along said south line of said Parcel 1, 165.00 feet to the east line of Outlot 1 of Certified Survey Map No. 9457; thence South 00°15'17" East along said east line, 421.51 feet to the north line of Parcel 1 of said Certified Survey Map No. 9457; thence South 88°35'08" West along said north line and then along the north line of Parcel 1 of Certified Survey Map No. 3410, 290.00 feet; thence South 77°44'20" West along the north line of Parcel 1 and Parcel 2 of Certified Survey Map No. 9456, 209.95 feet to the Point of Beginning.

Containing 285,580 square feet (6.5560 acres) of land Net, more or less.

And intending to establish a general plan for the use, occupancy and enjoyment of said Subdivision, does hereby declare that all lots therein shall be subject to the following restrictions and covenants, which shall remain in force for a period of thirty (30) years from the date of recording hereof.

1. **GENERAL PURPOSES.** The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve as far as is practical, the natural beauty of said property, to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain harmonious use of material and color scheme; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes hereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures, and in general, to provide adequately for a high quality of improvement in said property, and thereby to preserve and enhance the value of investments made by purchasers of building sites therein.

2. **STRUCTURES.** No lot shall be used for anything other than single-family residence purposes. All structures shall be designed by a registered architect or professional engineer or designer, experienced in residential design. The plans shall show the square footage for both first floor and second floor if a two story. Each dwelling shall have a minimum of two full baths. Each dwelling shall have a minimum roof pitch of 7/12, however actual roof pitch shall be at the developer's discretion and may vary depending on the type of home. Roof color **must** be approved by Developer. There shall be no bare walls allowed. It is at the sole discretion of the Developer to add windows, brick, shutters, trim boards, vents or any item that will enhance said dwelling. Vinyl windows will be allowed only when accompanied with trim boards and/or shutters around each vinyl window, or at Developer's discretion. All siding, corner boards and fascia boards must be of natural material, Hardi Plank LP, IEFS/Stucco or equal. Soffit material may be vinyl or aluminum. It shall be solely at Developer's discretion to require front elevation of home to include some type of brick or stone. Please note: Developer would like to see some brick or stone on the front elevation of homes, with the exception of a salt-box style home. Additional restrictions may be required for that of a salt-box style home. Please contact Developer for further information on such. All exterior color selections, including, but not limited to siding, trim, gutters, roof, front door, shutters, garage door, etc. **MUST** be approved by Developer **PRIOR** to submitting plans to the City of Franklin for architectural approval.

Lot owner is encouraged to get approval prior to purchasing said Lot if there is a doubt about home to be constructed.

The following items **MUST** be submitted to Developer/Creative Homes, Inc. **PRIOR** to obtaining any approvals, (this includes architectural approval), from the City of Franklin:

- A. Three (3) sets of **final** home plans
- B. Three (3) copies of **final** survey showing location of home on said lot
- C. **Final** Color Selections indicating all **final** color selections for siding, trim, roof, front door, etc.

**** Creative Homes, Inc. will not grant any approvals unless all of the required information is submitted ****

**** Creative Homes, Inc. will process and conduct an architectural review, within 30 Days, once all required information is submitted ****

**** Creative Homes, Inc. encourages buyer(s) to plan ahead in the submission of required information ****

3. **RESTRICTION ON SUBDIVISION.** There shall be no further division or subdivision of lots in this Subdivision without approval of the Plan Commission of the City of Franklin.

4. **DWELLING STRUCTURE.** No Dwelling shall exceed two stories in height, excluding exposed areas. The ground area within the perimeter of the building at grade exclusive of porches, garages, bays, patios, breezeways and similar additions, shall not be less than the following schedule: (a) Not less than 1,900 square feet in the case of a one-story dwelling on lots 7, 8 and 9; not less than 2,000 square feet in the case of a one-story dwelling on lots 1-6; (b) Not less than 2,400 square feet total in the case of a dwelling of one and one-half stories; (c) Not less than 2,400 square feet in the case of a dwelling of two stories, and the floor area of the first floor shall not be less than 1,200 square feet

For purposes of figuring total area, the undersigned, in his sole discretion, shall determine what constitutes a two-story or a one and one-half story dwelling. All buildings shall be completed within the allotted time set by the City of Franklin in its ordinance. **Three (3) sets of plans, and three (3) copies of the survey, showing the location of the homes, and naming the roof color, trim color, and the siding color, shall be submitted to Creative Homes, Inc., / Developer 9244 W. Grandview Court, Franklin, WI 53132, of which one set will be signed by owner if it meets numbers 1, 2 and 4 above.**

5. **GARAGES.** Garage design and overall size at Developer's discretion.

6. **TEMPORARY STRUCTURES.** No structures of any kind shall be moved onto any lot and no living quarters of temporary character shall be permitted at any time, it being the intention that only permanent, private dwellings and garages shall be permitted. All garages shall be built at the same time as the private dwellings and shall be large enough to accommodate a minimum of two (2) cars. No boats, trailers, mobile homes, RV's, or commercial trucks may be parked on the premises outside the garage other than for the delivery of materials or merchandise, except during the construction or remodeling periods.

7. **STORAGE.** No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property that will cause such lots to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance be kept upon any lot that will omit foul or obnoxious odor. Also prohibited is anything that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. Storage sheds which are constructed, must comply with City requirements. These said sheds **must** match the home constructed on said lot in color, roof material and siding material and be approved by developer prior to obtaining approval from the City of Franklin. (See No. 12)

8. **UTILITY LINES.** All electric, cable and telephone lines shall be placed underground.

9. **CONCRETE APPROACH.** No curb cuts have been installed on any lots within the Ridgewood Reserve development. It shall be solely the lot owner(s) responsibility to install a curb cut per City of Franklin requirements. This requirement includes maintaining the flow line in the curb and gutter per the City of Franklin requirements and standards. It is the sole responsibility of the lot owner(s) to work directly with the City of Franklin regarding obtaining any necessary guidelines. If curb and gutter are installed incorrectly, it shall be the sole responsibility of the lot owner(s) to correct and pay for any and all fees incurred to make any and all corrections that the City of Franklin requires. If Creative Homes, Inc. / Developer is required to make any corrections to the lot owner(s) installed curb cut per the City of Franklin requirements and instruction, lot owner(s) shall reimburse Creative Homes, Inc. / Developer the cost of repair plus 30% administrative fee within 3 days of receipt of invoice. Also, if curb, gutter, and/or sidewalks are damaged and the city requires replacement, it shall be paid for by the owner of the lot. Buyer and Developer to inspect curb, gutters, and sidewalks prior to closing and to ensure they meet City of Franklin standards.

10. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except two dogs, two cats, and other small household pets such as canaries or parakeets, provided they are not kept, bred or maintained for any commercial purposes.

11. **GRADES.** The undersigned reserves the right to set finished yard grades. It is the sole responsibility of the lot owner to remove the excess dirt from excavation that is not needed. All dirt from excavation of any lot which is not used on the premises shall be deposited in such place in the

Subdivision as shall be directed by the undersigned, or if not needed in the Subdivision, within a three (3) mile radius of said Subdivision, if and only if the undersigned specifies and approves a need for the dirt. Trucking of such dirt shall be solely at the cost of the lot owner. If the undersigned does not want or need the excess dirt, it shall be the sole responsibility of the lot owner to remove the excess dirt from excavation.

11a. **SPLIT LEVEL LOTS.** To be determined per final master plan. Any change from said plan must be approved by Developer and the City of Franklin Engineering Department.

11b. **LOT GRADES.** Some of the lots within the Subdivision may have been filled and graded to different elevations than that of the original topography to satisfy the master grading plan.

11c. **DRIVEWAY GRADES.** The City of Franklin recommends grades less than 6%, however they do allow driveway grades up to 10%. All driveway grades shall be at the sole discretion of the City of Franklin. A waiver from the City of Franklin is required to be signed by the homeowner at the time of building permit processing. Homeowners have the option, and are recommended and encouraged by Developer / Creative Homes, Inc. to add an additional step(s) in the garage from the garage floor to dwelling. With each additional step added, the grade percentage is lowered. All subdivision grading has been specifically designed for driveways to be located on the high side of the lot.

Buyer(s) are to solely follow the master grading plan, which specifies this information. Any desired change from said plan must be submitted to Developer / Creative Homes, Inc. in the form of a grading plan completed by a registered engineering firm, for review by Developer. Changes from master grading plan must be approved first by Developer, and second from the City of Franklin Engineering Department. **Approval from both is required.**

11d. **BASEMENT GUIDELINE.** Seller advises Buyers that some of the lots within the Subdivision may have been filled and graded to different elevations than that of the original topography. Seller does not guarantee topsoil / subsoil conditions on any lot, against any abnormal soil conditions or those which may add additional building costs. Seller has made no representations as to the soil conditions to Buyers. Buyers are also aware that an excess or shortage of soil may be generated by such factors such as the size of the home, required drainage patterns, or other factors. Buyers are aware that responsibility of acquisition of or disposal of soil is the sole responsibility of the Buyers. Seller encourages Buyers to perform whatever soil tests Buyers deem necessary to verify subsoil conditions, at Buyers expense. Buyers are therefore granted permission to enter upon the lot for soil testing purposes. The tests shall be at the sole expense of the Buyers.

12. **CONTROL.** In order to maintain harmony in appearance and to protect the owners of the lots in the Subdivision, no building, fence, sign, wall, solar panels, satellite dish, 24" or larger, cyclone fences (landscape fences, inground pool fencing, open rail type, are the exception) or other structure shall be erected, constructed or maintained upon any lot, nor shall any change or alteration be made thereon unless the complete plans and specifications, thereof (a plot plan showing the exact location of such buildings, garage, fence, wall or other structure, the elevation thereof and the grade of the lot and sketch or view of such building or structures or changes), shall have been submitted to and approved in writing by the undersigned or his assigns as herein provided. The decision of the undersigned with respect to any such matter shall be final and binding upon all parties. **(Upon the undersigned owner being divested of all rights, will, and interest in and to any lot in said Subdivision, control hereunder shall be passed to a committee, to be designed by a majority of the owners of record of the lots of the Subdivision.) See # 18**

(In-ground swimming pools shall be allowed, but must be located as close as possible to rear of home, with extensive landscaping and/or privacy fence surrounding swimming pool, per Developer's approval. A plan showing the exact location of the swimming pool, and landscape and/or privacy fence specifications must be submitted to Developer / Creative Homes, Inc. **PRIOR** to construction or installation).

13. **LANDSCAPE - ARCHITECTURAL CONTROL.** All landscaping, including driveway, must be completed within 18 months after the completion of the residence, or, if home is completed during the winter season, landscaping shall be completed at the earliest opportunity season permits, and should conform to the grading as set forth by the City of Franklin Engineering Department. Landscaping is the sole responsibility of the homeowner. Driveway shall consist of concrete or similar material. No permanent gravel drive will be permitted. Developer will select and approve a mailbox and post which shall be purchased by Developer and the cost charged to buyer at time of closing (\$ 895.00). This may be individual mailbox and post, or a community mailbox, as determined by the US Postal Service. Installation, if individual mailbox and post allowed, shall be the sole responsibility of the lot owner and installed per Postal Service requirements. At least two trees, minimum caliper of 2 inches shall be installed on each lot at time of landscaping. Also, developer will install a city tree (per city requirements) at a cost to the lot owner of \$ 650.00 per tree, to be paid at the time of closing. Note: Corner lots may require 2 trees per the City of Franklin requirements.

It is the sole responsibility of the lot owner to cut grass and/or noxious weeds per city requirements.

14. **VIOLATION.** Any violations of these restrictions, which exist for a period of three years without a written protest thereof being received by the owner of the lot involved, shall not be considered a violation thereafter. These restrictions shall be deemed and construed to run with the land and shall be binding upon the respective owners of each of said lots and upon all persons holding or claiming under or through them. Upon the violation of any one or all of these restrictions by any owner or owners of said lots, their heirs, executors, administrators or assigns, the owner shall have the right to proceed at law or inequity against the person or persons violating or attempting to violate any such covenant or restrictions and shall be entitled to both equitable and legal relief. Invalidation of any one of these covenants and restrictions by judgment of Court order shall be construed and deemed severable and all of which are not so invalidated, shall remain in full force.

15. **UTILITIES.** Developer reserves the right for a period of three months after the execution of this document hereof, to grant easements to WE Energies and SBC, or other similar applicable companies, for utility purposes over, upon, under and across ALL lots in this Subdivision, whether owned by the developer or third parties. Such easements shall, so far as is reasonably possible, be confined to areas within 20 feet of all lot lines and be granted on standard utility forms.

16. **CONSTRUCTION.** The owner's builder and/or owner of said lot, shall be responsible for cleaning up the debris that has blown from their building site under construction. The owner's builder and/or owner of said lot, shall also be responsible for cleaning up the mud and dirt on the roadways caused by their construction. The owner's builder and/or owner, shall clean roadway of debris and dirt within twelve (12) hours after receiving verbal or written notice. Owner/builder is to advise Developer of any cracks or damage to curbs, gutters, and/or sidewalks prior to closing of lot. The owner's builder and/or owner shall be responsible for any damage done to curbs and/or gutters after closing.

17. **BUILDING CONSTRUCTION.** Owner and/or builder shall begin construction within one (1) years from date of closing, unless otherwise approved in writing by Developer. Owner and/or builder shall complete dwelling within one (1) year from start of construction. **It is the sole responsibility of the lot owner to cut grass and/or noxious weeds per city requirements.**

18. **HOMEOWNERS' MEMBERSHIP / ASSOCIATION.** Each Homeowner / Lot-owner shall be a Member of the Association. Such membership shall be appurtenant to and may not be separated from ownership of any Lot. Every member of the association shall have one vote for each Lot owned by the Member. When more than one person or entity holds an interest in a Lot, who votes shall be determined among themselves. So long as Developer, or its successors, shall own 1 or more Lots, the authority and functions of the Board of Directors of the Membership Association shall remain in and be exercised solely by the Developer, or its successors. When Developer, or its successors no longer own 1 or more Lots, Developer shall select two Homeowners to serve as the temporary Board of Directors of the Association until an annual meeting of Members is held. At that time the Board of Directors shall be elected. After Developer appoints the temporary Board of Directors of the Association, it is the sole responsibility for this temporary Board of Directors to act on behalf of the Members. The Members of the Board of Directors shall not be entitled to any compensation for their services. Any Member who is delinquent in the payment of assessments charged against his Lot shall not be entitled to vote until all such assessments have been paid in full. It shall be the sole responsibility of the homeowners to form such association upon Developer and/or it's successors divesting their rights. Such formation must take place within three (3) months after notice of Developer divests rights. Evidence of formation of the association shall be provided to Developer within three (3) months of notice of Developer divesting rights.

19. **GENERAL PROVISIONS; TERMS & EXTENSIONS.** The restrictions and covenants herein contained shall be binding upon all persons, parties, and entities having an interest in the land affected thereby, claiming under them for a period of thirty (30) years from the date hereof, at which time these Declarations of Restrictions shall be automatically renewed for successive periods of ten (10) years, unless, prior to the end of the initial or any successive period, a document signed by the owners of at least seventy-five percent (75%) of the lots has been recorded terminating or amending these Declarations of Restrictions either in whole or in part.

20. **AMENDMENT.** It shall be understood that the contents found within these Declarations of Restrictions, or any provisions to these Declaration of Restrictions, may be annulled, waived, changed, modified, or amended, at any time, by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment, as executed,

- a. Solely by Developer / Creative Homes, Inc., or its successors or assigns, until such time the Developer / Creative Homes, Inc. shall no longer own 1 or more Lots.
- b. Thereafter, by the owners of at least seventy-five percent (75%) of the Lots.

21. **ANNUAL GENERAL ASSESSMENT FOR MEMBERSHIP.** There will be an annual Homeowners Membership Assessment each year, which shall be used exclusively for the care, maintenance, operation, and preservation of the common lands of Ridgewood Reserve. The assessed fee shall include, but shall not be limited to, the cost of labor, equipment, materials, insurance, management, and supervision thereof, and fees paid for auditing the books of the Membership, and for necessary legal services and counsel fees to the Board of Directors. No lot owner shall be responsible for more than one ninth (1/9) of the total cost of upkeep and maintenance of any common areas, if applicable. Payment may be made by special assessment or annual assessment, as the Membership determines. The Homeowners Membership shall have the power to levy assessments against the owners of individual lots for the purposes of carrying on the business of the Membership, and for payment of expenses properly incurred by the Members.

21a. **DETERMINATION OF THE MEMBERSHIP.** The Board of Directors of Ridgewood Reserve, once appointed by Developer, shall prepare and annually submit to Homeowners a budget of expenses for the coming year listing all costs contemplated within the purposes of the annual general assessment described in # 18 above. Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessments by dividing the amount of the budget among the Lots equally.

22b. **METHOD OF ASSESSMENT.** The assessment for each lot shall be levied at approximately the same time each year. The Board shall declare the assessments so levied due and payable within 30 days from the date of such levy. The Secretary or other officer shall notify the Homeowner of each lot as to the amount of the assessment and the date such assessment becomes due and payable. Such notice shall be mailed to the Homeowners at the last known post office address by United States mail, postage prepaid.

22c. **INTEREST ON UNPAID ASSESSMENTS.** Any assessment which is not paid when due shall thereafter until paid in full, bear interest at the rate of 12% per annum or the highest rate permitted by law, whichever is higher.

23. **CITY OF FRANKLIN .** In the event that the Association fails to maintain the Common Area as required hereunder, the Common Council of the City of Franklin may serve written notice upon the Association and/or upon the owners of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Area as required, and demanding that such deficiencies be remedied within thirty (30) days thereof. The notice shall specify a date and place for hearing thereon, to be held within fourteen (14) days of the notice date. At such hearing the Common Council may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be remedied. If the deficiencies set forth in the original notice or in any modification thereof, shall not be remedied as required, the City, in order to preserve taxable values in the area and to preserve the Common Area from becoming a public nuisance, may enter upon said Common Area and maintain the same for a period not to exceed one year. Said entry and maintenance shall not vest in the public any rights to use the Common Area except in the event same is voluntarily dedicated to the public. If the Common Council shall determine that the Association is ready and able to maintain said Common Area as required hereunder, the City shall then cease to maintain said Common Area and give notice thereof to the Association and/or Property owners. If the Common Council shall determine that the Association is not ready or willing or able to maintain said Common Area as required hereunder, the Common Council may, in its discretion, continue to maintain said Common Area subject to a similar hearing and determination in the next succeeding year and in each year thereafter. The cost of such maintenance by the City shall be assessed ratably against the Lots subject to this Declaration and shall become a tax lien on said Lots, which may be enforced and collected by all methods available under the laws of the State of Wisconsin pertaining to such liens. The City at the time of entry upon said Common Area for the purpose of maintenance, shall file a notice of lien against the Lots in the office of the Milwaukee County Register of Deeds and/or the Milwaukee County Clerk of Circuit Court, as may be required. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.

24. **MODEL HOMES.** "MODEL HOMES" or "SPEC HOMES" will be allowed ONLY with written permission by **CREATIVE HOMES, INC** on any lot in the subdivision except those as may be constructed by **CREATIVE HOMES, INC.** No owner, therefore, of any lot may construct thereon a home, which is not going to be occupied as a principal residence by the owner of said lot without written permission by **CREATIVE HOMES, INC.** For the purposes of this paragraph, a model home and/or spec home are defined as any home constructed on any lot with the intent, purpose, or result of being displayed, presented, and/or advertised as a home which is capable of being duplicated and/or constructed again elsewhere, and is advertised as a model or spec for such purposes. This clause may be enforced by injunction against any such use of the lot.

25. **STORM WATER / IMPERVIOUS** Each property owner's impervious area shall be outlined on the master grading plan, as approved by the City of Franklin.

26. **DAMAGE AND LANDSCAPING DEPOSIT** At time of closing, Developer will withhold \$1,500.00 to insure that upon inspection of the final lift, no damage has been incurred per the City of Franklin Inspectors. Lot owner, upon landscaping completion, shall be solely responsible for notifying Developer by written notice. At such time, if damage has not been incurred, Developer shall refund the \$1,500.00 to the lot owner. If damage has incurred, Developer will retain whatever portion the cost is to repair such damages. If the damages exceed \$1,500, Developer will invoice lot owner, and balance shall be payable within 30 days of invoice.

THIS INSTRUMENT DRAFTED BY:

CREATIVE HOMES, INC.
Rick J. Przybyla

PLEASE RETURN TO:

RICK J. PRZYBYLA
CREATIVE HOMES, INC.
9244 West Grandview Court
Franklin, WI 53132

Signature of Rick J. Przybyla authenticated the _____ day of _____, 2025.

Notary Public

My commission expires: _____