## SOUTHRIDGE

## COVENANTS AND RESTRICTIONS

- 1. No lot shall be further subdivided nor shall it be used for other than single family residence.
- 2. Dwelling is to be constructed in accordance with Brown County R-2 zoning, in no case less than 2000 square feet, excluding open porches, garages and basements. A minimum of an attached two-car garage is required. All construction shall be fully completed within a period of one year from the time of approval of a building permit.
- 3. Exteriors of buildings will be faced with natural wood, stone, or brick. Designs will be compatible with the wooded setting. In order to maintain a rustic setting, no trees will be removed except those essential for construction. Platter must approve in writing all designs including any additions or improvements. This includes basketball hoops, storage sheds, satellite dishes, fences and other structures.
- 4. Livestock, hunting, trapping, temporary structures, dumping, open burning and trash burning are prohibited. Inoperative vehicles, will not be parked on the property. Canines will be limited to two and breeding for resale will not be allowed. Canines will be confined to owner's property.
- 5. Signs other than real estate, will not be permitted without the approval of the developer.
- 6. Campers, recreational vehicles, trailers, snowmobiles, aircraft, boats, etc. will not be stored or parked outdoors. No off-road vehicles, snowmobiles, motorcycles, dirtbikes, all-terrain vehicles, etc. will be operated on the property.
- 7. No trailers, basements, tents, or garages shall be used at any time as a residence nor shall any structure of a temporary nature be used as a residence. Rubbish, trash, and other obnoxious materials shall not be allowed to accumulate on the property. All refuse shall be disposed of a least weekly. There shall be no off-driveway parking nor parking in the 40 foot easemment.
- 8. No unlawful or otherwise offensive activities shall be conducted on any lot and all activity conducted on any lot shall be without annoyance or nuisance to the neighborhood. No business is permitted.
- 9. The area know as Southridge shall be restricted to the use of said residents and their bona fide houseguests.
- 10. Individual septic systems will conform to all state and local regulations. Owner will be responsible for maintenance and performance of the system. If sewer becomes available, any construction after that time must attach to the sewer system.

- 11. Developer will provide water and electric utilities in the 40 foot easement. Lot owner is responsible for further installation and lot owner shall be responsible for any assessments by water and electric utilities for tap-on fee. All utility installation will be underground.
- 12. Maintenance and upkeep of individual properties is the responsibility of each property owner. Dwellings and yards shall be maintained to acceptable standards on a regular basis.
- 13. These covenants and restrictions may be enforced by any person, firm, corporation or entity violating or attempting to violate any covenant or restriction provided herein. Proceedings may be had either to restrain any violations or to recover monetary damages, court costs, and shall include any award for attorney fees.
- 14. These covenants and restrictions shall run with the real estate and shall be binding upon Grantees of the owner, and all heirs, successors, and assigns of such Grantee until January 1, 2015, at which time these covenants and restrictions shall automatically be renewed for successive periods of ten years, unless by a vote of the majority of the then owners of said real estate, it is agreed to change said covenants all or in part. There shall be one vote for each lot.
- 15. The purpose of the Southridge Association is for road and lake maintenance. Maintenance shall be done at the discretion of the developer who will determine the starting date for assessments. Annual maintenance fee shall not exceed \$200.00 per lot.
- 16. Any construction is Southridge is deferred until completion of resurfacing of Cloudcrest, to be accomplished in 1990, as specified by the Brown County Commissioners.
- 17. It is understood that the county will not accept maintenance responsibility for the road in Southridge unless it is paved (asphalt) in accordance with county standards.
- 18. It is further specified by the Brown County Commissioners that in the event a road is constructed in Southridge with access to State Road 46, it will not be a thoroughfare to Cloudcrest.