
Amended
Declaration of Restrictions and
Covenants

NEWBRIDGE
CROSSING
SUBDIVISION

Village of Summit, Wisconsin

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July 1, 2020

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**AMENDED DECLARATION OF RESTRICTIONS AND COVENANTS
FOR NEWBRIDGE CROSSING SUBDIVISION**

KNOW ALL PERSONS BY THESE PRESENTS; that TREE RIDGE REAL ESTATE DEVELOPMENT, LLC is a limited liability company organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein after referred to as the "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of NEWBRIDGE CROSSING SUBDIVISION, being a part of the East One-half (1/2) of the SE ¼ of Section 24, Township 7 North, Range 17 East in the Village of Summit, Waukesha County, Wisconsin, (herein referred to as "NEWBRIDGE"). Developer intends to establish a general plan for the use, occupancy and enjoyment of NEWBRIDGE, and 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 NEWBRIDGE and any future states of development added pursuant to Section 9.6, below (herein referred to individually as "Owner" and collectively as "Owners"), that NEWBRIDGE shall be subject to the following restrictions and covenants.

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations, and ordinances of the Village of Summit, Waukesha County, the State of Wisconsin and the federal government, and the same may be more restrictive than these Restrictions. In the event, there is a conflict between the requirements of these Restrictions and any provision of the Village, County, State or federal law or regulation, the more restrictive provisions shall apply.

I. GENERAL PURPOSE

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

II. DIVISION OF NEWBRIDGE SUBDIVISION

Developer divides the subdivision as follows:

2.1. Eighteen (18) separated designated and legally described building lots in the general pattern and layout as shown on Exhibit A dated February, 2017.

2.2. Three (3) separate outparcels having common ownership by the lot owners in Newbridge.

2.3. Sale and development of lots shall be divided into three (3) phases as shown on Exhibit B dated February, 2017. Developer shall determine whether Phase 2 or 3 shall follow development of Phase 1.

III. BUILDING RESTRICTIONS

3.1. All lots in NEWBRIDGE are restricted to the erection of a one-story, single family residence having a minimum square footage of 2000 sq. ft.; story and one-half, or two-story single family residence building having a minimum square footage of 2600 sq. ft. Required minimum square footage in this paragraph does not include basement, covered porches or garages.

3.2. Each single-family residence in NEWBRIDGE must have a garage that accommodates at least 2 cars (minimum 400 sq ft), that is attached to the residence directly or by breezeway or is located in the basement of the residence, and that is constructed at the same time as the

residence (such single family residence and garage together shall be referred to herein as the "Building").

3.3. The exterior walls and fascia of the Building and any Permitted Improvements (as defined in Section 5.1, below) must be constructed of brick, stone (including thin cut natural stone), stucco, solid wood siding, Hardiplank siding, L.P. Smart siding, or its equivalent; no artificial stone products may be used. The goal of the developer is to maintain a minimum of 50% of the area on front elevation and a minimum of 30% of all other elevations to be in masonry. However, the Architectural Control Committee shall have latitude in applying this standard when considering the overall aesthetics and originality of the home design. This clause does not require or suggest deviation from the aforementioned standards. In any event when masonry is used on any one elevation, it shall be carried through on all elevations in a proportion compatible with the overall architectural style of the property in question. Siding materials such as aluminum, vinyl, steel, 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 above for exterior walls. Fascia may only be made of the siding materials permitted above for exterior walls (not aluminum or vinyl). Any exposed basement or foundation wall must be covered with a masonry veneer.

3.4. **Roofs:** All two-story and story and one-half Building roofs shall have a minimum pitch of ten (10) feet in height for each twelve (12) foot in length, except for porch roof, a shed-style roof or rear dormers on story and one half buildings. All one-story Building roofs shall have a minimum pitch of twelve (12) foot in height for each twelve (12) foot in length. All roofs shall be covered with a minimum of forty (40) year dimensional asphalt shingles in a "weathered wood" color. All valley flashings shall be metal in a baked enamel bronze finish or in copper. The Developer has the right, power, and authority to authorize deviations from the above restrictions in the Developer's reasonably exercised discretion including, without limitation, by allowing different roof pitches than described above and/or allowing dark grey or black shingles. Without limitation, the Developer may authorize any deviation from the above restrictions where in the Developer's judgment the deviation (a) will cause or allow the applicable Building or proposed Building to be more attractive than would otherwise be the case or (b) would otherwise add to the architectural design or character of the Building or proposed Building.

3.5. **Windows:** Shutters, window casings, window grids and other trim features that are used on the front of the residence and garage must also be used on appropriate windows on the sides and rear. In non-masonry openings, casings of at least four inches 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, or other similar appropriate detail. Developer will require the placement of windows or other design features in the walls that would otherwise be blank or without architectural feature (chimneys, bays, or other projects on a wall are not, by themselves an architectural feature). Developer may require grids or muntin 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.

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

3.7. **Masonry:** At least 50% of the area in front of the Building must be finished with a masonry material and a minimum 30% of the remaining elevations are requested to be in masonry. Masonry material, as defined above, shall be used on the exterior walls and 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 six inches 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. When 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 one foot. 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 six inches in width.

3.8. **Bay, Boxed-out Windows:** 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 foundation are permitted, supported by brackets if appropriate.

3.9. **Chimneys:** All chimneys must have a foundation beneath and be finished in either stone and/or brick. In lieu of a chimney, direct venting is permitted. Chimneys extending through the roof must be finished in thin stone, thin brick, or stucco and, when feasible, be constructed to include clay chimney caps or metal caps with an English or French Country design.

3.10. **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.

3.11. **Materials and Colors:** 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.

3.12. **Setbacks:** The minimum front to street setback is 20 feet. The minimum side yard offset is 10 feet. The minimum rear yard setback is 20 feet. The minimum wetland setback is 25 feet. Minimum pavement side yard setback is 3 feet from side property line and side property line extended to the roadway curb.

3.13. **Plan Approval:** Each Owner must obtain Approval of the plans and specifications outlined in Section 3.13.2, below (referred to hereinafter as "Design/Layout Plan"), prior to application for a building permit. 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) by a written instrument recorded with the Register of Deeds for Waukesha County, Wisconsin.

3.13.1. Before submitting Final Design/Layout Plans, each Owner must submit at least two preliminary plans for review by Developer.

3.13.2 Each Owner must submit to Developer in connection with its application for Approval of the Design/Layout plan three complete sets of the following final plans (2- fullsize sets and 1-11x17" reduction) which shall incorporate the plan changes, if any, required by Developer as noted in its review of the preliminary plans:

- a. Post a cash bond of \$2500 with the Developer. No interest shall be paid on the bond. The bond will be returned to Owner within 30 days of completion, per approved plans, including the driveway, irrigation system and landscaping.
- b. Exterior elevations drawn to scale (1/4" = 1' minimum).
- c. Floor plans drawing to scale (1/4" = 1' minimum).
- d. Identification of all exterior building materials and specify square footage of each building material on each elevation as well as percentage of total square footage of all building materials.
- e. Stake-out survey showing the proposed location of the Building, existing and proposed yard grades, location of silt fences, all utilities and retaining walls. Survey to include the statement "Owner, Builder, or Municipality is responsible to verify location and elevation of sewer connection and proposed top of foundation grade".
- f. Statement of square footage of living area by floor.

- g. Landscape plan to show location of driveway, walks and patio and to specify type and color of materials to be used. In addition, plan to identify proposed type and size of plantings, grass areas and planting beds. Total square footage of pervious and impervious areas to be shown.
- h. Other things that may be required from time to time as set forth in the Requirements and Guidelines.

3.13.3. Approval of the Design/Layout Plan shall be based upon the building and use restrictions contained herein as may be adopted from time to time by Developer. Developer may assign its right to adopt these Covenants and Restrictions to the Association by a written instrument recorded with the Register of Deeds of Waukesha County, Wisconsin. **Owner shall obtain and review these Covenants and Restrictions from Developer prior to applying for Design/Layout Plan Approval.**

3.13.4. Design/Layout Plan Approval may be withheld if the design is too similar in appearance to other Buildings in close proximity.

3.13.5. If, in the opinion of Developer, the submitted plans do not comply with the NEWBRIDGE Requirements and Guidelines and the Declaration 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 NEWBRIDGE Requirements and Guidelines and Declaration. The Owner will be responsible for the payment of any fees charged by such professional.

IV. **CONSTRUCTION**

4.1. **Completion Requirements:** The Building must be constructed in accordance with the Design/Layout plan which has received Approval and must be started within twelve (12) months from the date of closing on the lot and must be completed within eighteen (18) months of the date the building permit is issued. A sodded or seeded lawn and a paved driveway must be installed within three (3) months of the date that the occupancy permit is issued (weather permitting).

4.2. **Post Lamps:** At the time of 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 NEWBRIDGE as determined by the Developer. The Owner shall maintain the operation and appearance of the post lamp. If the post lamp is not so maintained, and the condition has not been rectified by the Owner within 15 days after receipt of a notice from the Association specifying the violations of this paragraph 3.2, the Owner shall be subject to a penalty at a per diem rate established in the Rules and Regulations (as defined in Section 6.3.4, below) from the date of notice until the date the condition has been rectified, in addition to all other rights and remedies available to Developer and the Association. The penalty shall be assessed against the Owner and, if not paid, will be enforced as provided below.

4.3. **Grading and Drainage:** Each Owner must adhere to the grading plan or any amendment thereto approved by the Municipal Engineer and on file with the Village of Summit ("Master Grading Plan"), and grade such Owner's lot in accordance with the Master Grading Plan. Developer and/or the Village of Summit 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 or not Owner complied with the Master Grading Plan), and the Owner is 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 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. Due to the varying terrain and drainage conditions on each lot following construction, neither Developer nor Village of Summit 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 one month after the date that an occupancy permit has been issued for the Building (subject to delays caused by adverse weather conditions).

No Owner of any lot shall or will at any time alter the grade of any lot from that which is shown in the Master Grading Plan unless and until the lot owner shall first obtain the written approval of the Village Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the lot owner, at the lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage of their viewing of unreasonable slope treatment. The Village Engineer's approval, if granted, shall not relieve the lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the Village and its agents, employees, developer and independent contractors regarding the same. The Developer and/or the Village 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, correction of any drainage condition, and the property owner is responsible for the cost of the same.

4.4. **Utility 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 written authorization from the appropriate utility company or service provider approval. The Lot Owner shall pay all costs of such relocation or modification. The Owner must also plant materials to screen the utilities; maintenance and/or replacement of these materials is the responsibility of the Owner.

4.5. **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 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 7 days of damage. After every rainfall exceeding ½ inch and at least once per week, erosion control measures must be inspected by the Owner or the Owner's contractor, and any necessary maintenance or repairs made. Failure to comply with these requirements may result in sanctions against the Owner by the Village of Summit, 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.

4.6. **Restoration of Disturbed Areas:** All construction-related activity shall be confined to the Owner's lot unless the adjoining Owners have given written permission to use their respective lots or outlots. In the event 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. 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.

4.7. **Liability for Pavement Damage:** Each Owner shall be responsible to Developer and the Village of Summit for the costs of repairing and replacing any street pavement, curb and gutter or sidewalks (including restoration of topsoil and lawn abutting the curb, gutter and sidewalks) which have been damaged during the course of constructing the Building and/or Permitted Improvements on the Owner's lot. In the event that the Village of Summit requires Developer to make such repairs or replacements at Developer's expense, the Owner shall be required to reimburse Developer for the cost of the repairs and replacements to the extent that such costs exceed the amount of the curb and gutter damage bond of Owner, if any, held by Developer or the Village of Summit. 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 in Waukesha County, Wisconsin; 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 by the Developer in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer from pursuing all other legal remedies.

4.8. **Jobsite Maintenance:** Owner, and his agents, shall be responsible to maintain a clean, well-organized jobsite, limit excessive noise (including radios) and not restrict street vehicle access during construction.

V. IMPROVEMENTS/OWNER MAINTENANCE

5.1. **Permitted Improvements:** No buildings, outbuildings or other structures will be permitted on the Property except the Building, and except the following exclusive list of permitted improvements ("Permitted Improvements"), which are subject to these Covenants and Restrictions and require approval of the Developer:

5.1.1. Fences of a decorative style. Chain link fences, privacy fences or fences which enclose an entire yard will not be allowed.

5.1.2. Ground level patios and walking paths shall be constructed of masonry pavers or concrete. Deck structures are only permitted above ground level and shall be constructed of a composite decking material such as Fiberon or comparable. Columns supporting a deck shall be at least ten (10) inches wide, incorporate decorative masonry base, and be clad in cedar, stucco or masonry.

5.1.3. Gazebos.

5.1.4. Pool houses, not to exceed 200 square feet in area.

5.1.5. In-ground swimming pools. Above-ground swimming pools are not permitted. All swimming pools 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 Developer's prior written approval.

5.1.6. Retaining walls and decorative walls to be constructed of natural stone.

5.1.7. Berms.

5.1.8. Children's outdoor playground equipment and play structures are not permitted.

5.1.9. Dog kennels, not to exceed 150 square feet, shall be chain link fence, connected to the home and screened by landscaping. Dog houses are not permitted.

5.1.10. Driveways and walkways shall be poured concrete, pavers, or a combination of both.

- a. Concrete shall be broom finished with troweled joints and smooth 4" edges – saw cut joints are not permitted.
- b. Colored or stamped concrete are not permitted.

5.1.11. **Planting Beds:** Only natural shredded wood mulch may be used in flower/bush beds or wherever mulch is required – colored mulch, stone or other materials are not permitted. Beds shall have shovel-ready edges; plastic, concrete or metal edging is not permitted.

5.2. **Outside Parking and Storage:** There shall be no outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by either Developer or the Association.

5.3. **Mailboxes:** The design (as determined by the Developer) and location of each mailbox/newspaper box shall be uniform throughout NEWBRIDGE and installed in the location designated by the postmaster. Cost and maintenance of the mail/newspaper box shall be the responsibility of the Owner.

5.4. **Satellite Dishes and Antennas:** Satellite dish antennas may not exceed 24 inches in diameter. No antenna or satellite dish shall be mounted or installed on any roof. 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.

5.5. **Landscaping and Snow Removal:** The Owner shall be responsible to submit a landscape plan, prepared by a professional designer, for the lot which will require written approval of the Developer prior to the start of any work. The Owner is responsible to pay the cost of installing all approved landscape and hard-surface materials, including sod or seed for lawn areas. All lots are required to have a professionally designed and installed irrigation system for turf areas and plantings.

Owner may elect to have the Homeowner Association (“HOA”) be responsible for normal yard maintenance and snow removal or to personally handle these responsibilities. In the event the Owner elects not to use the HOA, then he/she will be expected to maintain the property to the highest possible standard. Developer and/or the HOA has the exclusive right to determine that proper maintenance is being achieved and if not, to give the Owner notice to correct within a reasonable period. Failure to maintain can result in a fine imposed by the Developer. In any event, all owners are required to pay their prorated share of the cost of maintaining common areas as prescribed by the HOA.

5.6. **Landscape Lighting:** Landscape Lighting is not required but, should Owner wish to add it, the Developer shall approve all landscape lighting plans prior to installation. Owner shall be responsible for the cost of installation and maintenance of all exterior lighting. Solar yard lights and mercury vapor lights are not permitted. Nor is dusk to dawn lighting except for the one approved post light.

5.7. **Maintenance of Exterior Structures:** The Owner is responsible for maintaining in good condition the exterior and interior of any physical structure, including swimming pools, located on their lot. If, in the opinion of the Developer or Association the highest standards of maintenance and appearance are not being adhered to, the Developer or Association may request the Owner, in writing, to take corrective action to remedy the condition within a specified period of time. If, in the sole opinion of the Developer or Association, the condition has not been adequately resolved, the Developer or Association may fine the Owner up to \$250 per day and/or sue in court to require remediation. Any costs or expenses incurred by the Developer or Association for enforcement of this covenant shall be paid by the Owner.

VI. COMMON AREAS

6.1. **Definition:** The term “Common Area” shall include the following areas that may be added in accordance with Section 11.6, below.

6.1.1. All landscaped courts and boulevards contained within the dedicated streets in NEWBRIDGE. Any portion of the Common Area within a public street right-of-way may only be improved with consent of Village of Summit 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.

6.1.2. 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 and the internal streets of NEWBRIDGE.

6.1.3. All remaining land in the NEWBRIDGE Subdivision which has not been designated as a salable lot.

6.2. **Use of Common Area:** No improvements shall be allowed on the Common Area except the following: landscaping; signs installed by the Developer or Association, Village of Summit or other public entity; entrance monuments; walking trails; storm-water management facilities; amenities created by the Developer; 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:

6.2.1. The temporary or permanent construction or placing of storage areas, signs, billboards or other structures or materials. 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 NEWBRIDGE. In addition, primary construction contractor for a home may erect a temporary sign, not to exceed 3' x 2' advertising the company. Sign must be removed upon completion of construction.

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

6.2.3. Filling, grading, excavating, mining or drilling, removal of top soil, sand, gravel, rock, minerals or other materials, or any building of roads.

6.2.4. Removal, destruction or cutting of trees or plants, unless conducted for proper maintenance and approved by the Developer or Association.

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

6.2.6. Hunting or trapping.

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

6.3. **Ownership of Common Areas:** Each lot shall have an appurtenant undivided fractional interest in the Common Area, the numerator of which shall be one and the denominator of which shall be the number of sold lots subject to this Declaration (including added future stages). All deeds and any other conveyances of any lot in NEWBRIDGE shall be deemed to include such undivided interest in Common Area, whether or not so specifically stated in any such deed or other conveyance.

6.4. **STORMWATER MANAGEMENT**

6.4.1. The Association shall maintain the Stormwater Management measures installed on the Common Area in accordance with the Stormwater Management Practices Maintenance Agreement by and between Developer and Village of Summit and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin (the "Maintenance Agreement"). The Association shall establish a "Stormwater Management Committee" to supervise the maintenance of the stormwater management measures.

6.4.2. The Association 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.

6.4.3. The Village of Summit 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 Maintenance Agreement.

6.4.4. Upon notification of the Association by the Village of Summit of maintenance problems that require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the Village of Summit. The Association annually shall designate a person who will be responsible for the inspection and maintenance of the stormwater management measures.

6.4.5. The Village of Summit is authorized to perform corrective actions identified as necessary by the inspection if Association does not make the required corrections in the timeframe specified by the Village of Summit. The costs and expenses shall be levied against the lots as Special Charges for current services, pursuant to 66.0627, Wisconsin Statutes, or as Special Assessments pursuant to 66.0701, ET. Seq. Wisconsin Statutes. The Village of Summit shall collect Special Charges and Special Assessments, including delinquent amounts, as provide in the statutes.

6.4.6. The storm water retention basins that have been constructed in NEWBRIDGE are required by the Village of Summit and sewer commission to assist in the removal of sediment from and detention of storm water. The storm water retention basins shall not be used for swimming or as recreational facilities. Anyone entering or using the storm water retention basins for such prohibited uses does so at their own risk. By virtue of becoming and Owner of a lot in NEWBRIDGE, 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 basins by such Owner or such Owner's family, guests or invitees.

VII. HOMEOWNERS ASSOCIATION

7.1. **Creation of Association:** Developer shall establish an Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Association Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Developer.

7.2. Membership and Voting:

7.2.1. Each Owner shall automatically be a member of the Association and shall be entitled to one membership unit and one vote for each lot owned. Ownership of a lot shall be the sole qualification for membership.

7.2.2. Association membership and voting rights shall be appurtenant to each lot and shall not be assigned, conveyed or transferred in any way except to the transferee upon transfer of the ownership interest of the lot. Any attempt to make a prohibited transfer or retention of membership rights shall be null and void.

7.2.3. Membership and voting rights shall not be divided between or among multiple Owners of single lot. The membership in the Association appurtenant to a lot shall be owned jointly and severally by all Owners of any interest in each lot, regardless of the form of tenancy, estate or interest. The Owners of a lot shall decide between or among themselves how they will exercise their collective right and shall designate one of the Owners to act on their behalf. In the event the Owners of a lot are unable to agree on the exercise of their collective vote by the time a vote is taken, the Owners will be precluded from casting a vote.

7.3. **Duties:**

7.3.1. The Homeowners Association will provide landscape yard maintenance and snow removal for Owners electing to have these services performed on their behalf.

7.3.2. To provide for the maintenance of the Common Area and all improvements located in the Common Area, including the storm water management, drainage facilities, landscaping, and fences.

7.3.3. To provide for the maintenance, repair and replacement of the street signs in NEWBRIDGE.

7.3.4. To enforce the provisions of this Declaration.

7.3.5. To establish rules and regulations (the "Rules and Regulations") governing (i) the use and enjoyment of the Common Area, and (ii) the enforcement of the provisions of this Declaration. **Owners should obtain a copy of the Rules and Regulations from the Association.** The original Rules and Regulations shall be drafted by the Developer and delivered to each Lot Owner.

7.3.6. To discharge the rights of Developer assigned to the Association as provided in this declaration.

7.4. **Powers:** In addition to those powers bestowed upon the Association in its Articles of Incorporation and Bylaws and by Chapter 181 of the Wisconsin Statutes, the Association shall have the following powers:

7.4.1. To take such action as may be necessary to enforce the **Restrictions and Covenants.**

7.4.2. To enter into contracts with and/or to employ agents, attorneys or others for purposes of discharging its duties hereunder.

7.4.3. To grant utility and drainage easements in accordance with the provisions of Section 11.3 below.

7.4.4. To levy and collect assessments in accordance with the provisions of Section 7.5 below.

7.4.5. To take any other actions as may be necessary or incidental to performance of all duties of the Association specified in this Declaration.

7.5. **Assessments:** The Association shall levy and collect assessments in accordance with the following.

7.5.1. The Owner of each lot shall be subject to a regular (and special, if required) charge or assessment equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties hereunder. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the number of sold lots subject to this Declaration (including lots added by future stages) at the time of the assessment. Said costs shall

include, but not be limited to: taxes; insurance; repair, replacement, general maintenance and additions to the improvements made to the Common Area; equipment; materials; labor and the management and supervision thereof; the establishment of reasonable reserves for capital expenditures; and all costs for the Association reasonably incurred in conducting its affairs and exercising its powers and duties pursuant to this Declaration. Waukesha County shall not be liable for any fees or special assessments in the event that it should become the Owner of any lots in the subdivision by reason of tax delinquency. Developer shall act in the capacity of the Association prior to the Association being formed and shall have the right to assess costs and levy fines pursuant to this paragraph.

7.5.2. Regular assessments shall be approved at the duly convened annual meeting of the Association. Special assessments shall be approved at any duly convened meeting of the Association.

7.5.3. Written notice of an assessment shall be delivered to an Owner either personally or by regular mail addressed to the last known address of an Owner.

7.5.4. Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice.

7.5.5. Assessments not paid when due shall be subject to a late-payment penalty of fifty dollars (\$50.00) and shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid. Unpaid assessments and the penalties and interest thereon shall constitute a continuing lien on the lot against which it was assessed until they have been paid in full. The assessments, penalties and interest thereon shall also be the continuing personal obligation of any current or subsequent Owner of the lot against which the assessment was made. The lien may be enforced or foreclosed by the Association or any other person specified in the Bylaws of the Association, in the same manner, and subject to the same requirements as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude the Association from pursuing other legal remedies.

7.5.6. The Association may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and, upon payment or satisfaction of the amount due, 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 directly or reimburse the Association for all recording and attorney fees relating to any such document.

7.5.7. Upon application by any Owner, any officer of the Association may, without calling a meeting of the Association, provide to such Owner a statement certifying (1) that the signer is a duly elected or appointed officer of the Association and (2) as to the existence of any unpaid assessments or other amounts due to the Association with respect to the requesting Owner's lot. Such statement shall be binding upon the Association and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association for such lot.

7.5.8. **No Fees or Assessments in Event of Tax Forfeiture.** Neither Waukesha County nor the Village of Summit shall be liable for any fees or special assessment in the event that Waukesha County or the Village of Summit become the owner of one or more lots in the subdivision by reason of tax delinquency.

7.6. **Additional Improvements to Common Areas:** The Association shall not have the power to make improvements to the Common Area in addition to those then in existence from time to time (herein referred to as "Additional Improvements") without Approval if Developer is an Owner (unless Developer assigned Approval authority to the Association). If Developer is no longer an Owner of any lot, the Association shall not have the power to make Additional Improvements having a cost in excess of Ten Thousand dollars (\$10,000.00) without the consent

of the Owners of at least sixty percent (60%) of the lots subject to this Declaration or any Supplemental Declarations.

7.7. **Listing Requirement:** Within 14 days following each annual meeting of the Association, the Association shall provide to Developer a list of the Association officers, director and committee members.

7.8. **Hold Harmless:** Directors and officers of the Association shall not be personally liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the directors, officers, agents or employees of the Association. The Association shall indemnify and hold the directors and officers harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties.

7.9. **Failure to Perform:** Failure of the Association to enforce any provisions contained in this Declaration upon the violation thereof shall not be deemed to be a waiver of the rights to do so, or acquiescence in any subsequent violation.

7.10. **Dissolution:** The Association may not and shall not be dissolved.

7.11. **Maintenance Enforcement:** In the event the Association does not properly landscape or maintain any common area, or properly maintain any signage, the Village of Summit may send written notice to the Association indicating that the Village has determined that the common areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Summit will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the common area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Summit shall then have the authority to landscape and/or maintain any such common area and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Summit, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

VIII. VIOLATION

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 attorney's 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.

IX. AGENT

William R. Toson 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 for Waukesha County by Developer, its successors or assigns, which terminates the authority of said agent.

X. WATER SUPPLY AND SANITARY SEWER

Each Owner is responsible for providing water to the site by digging and maintaining a private well. Each Owner is required to connect to the municipal sanitary sewer system - no septic tanks or other individual sewer systems shall be permitted.

XI. MISCELLANEOUS

11.1. **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 sixty percent (60%) 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) Village of Summit, (ii) Waukesha County; and (iii) Developer. 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 for Waukesha County, Wisconsin.

No such amendment shall be effective unless approved by the Village of Summit Village Board, as demonstrated by the signature of the Village President on the amendment document that is duly recorded in Waukesha County Register of Deeds.

11.2. **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 Waukesha County, Wisconsin, 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 NEWBRIDGE 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. No modifications or variances that conflict with Village of Summit laws or ordinances may be granted absent the approval of the Village of Summit.

11.3. **Reservation of Right to Grant Easements:** Developer reserves the right to grant and convey easements to Village of Summit and/or to any public or private utility company or service provider, upon, over, through or across those portions of any lot within 10 feet of any lot line and upon, over, through or across any portion of the Common Area for purposes of allowing the municipality, 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 NEWBRIDGE for purposes of facilitating drainage of storm or surface water within or through NEWBRIDGE. 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 NEWBRIDGE (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.

11.4. **Assignment to Association:** Developer may assign to the Association the right to grant Approval pursuant to this Declaration.

11.5. **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.

11.6. **Future Stages of Development:** Developer, its successors and assigns shall have the right to bring within this Declaration future stages of development of NEWBRIDGE, provided such future stages are or become adjacent to the real estate which is or becomes subject to this Declaration or any Supplemental Declaration. The future stages authorized under this Section shall be added by recording a Supplemental Declaration of Restrictions relating to each future state (the "Supplemental Declaration"). A Supplemental Declaration will extend the provisions of this Declaration to such future stages, indicate any provisions which 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.

11.7. **Signs:** No sign, billboard or advertisement of any kind, including without limitation, those of realtors, politicians, contractors and subcontractors, shall be erected within NEWBRIDGE without the written consent of the Developer or the Association, except signs used or erected by Developer, entry, posting building permit/builder's job rules and legal proceedings. The Developer and the Association shall not grant permission to erect signs on any lot after such lot is sold unless their erection is reasonably necessary to avert serious hardship to the Owner of such lot. If permission is granted to any Person to erect a sign within NEWBRIDGE, the Developer (or Association) reserves the right to restrict the size, color, lettering and placement of such sign. The Developer or Association shall have the right to erect signs as they, in their discretion, deem appropriate. No signs shall be nailed or otherwise attached to trees.

11.8. **Parking and Vehicular Restrictions:**

11.8.1. Parking on the properties shall be restricted to private automobiles and passenger-type vans. Vehicles shall be parked only in the garages. No Owner shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of NEWBRIDGE, except in an enclosed area with the doors thereto closed at all times.

11.8.2. **Vehicular Restrictions:** Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, motorhomes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, motorcycles, mopeds, horse trailers, golf carts, boats and other watercraft, and boat trailers shall be parked only in enclosed garages with the garage door kept closed (except for entering or exiting the garage) or areas designated elsewhere in this Declaration, or areas, if any, designated by the Developer or Association.

11.9. **Occupants Bound:** All provisions of the Declaration, By-Laws, and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of such Owner's unit to comply with the Declaration, By-Laws and the rules and regulations or use restrictions adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

11.10. **Animals and Pets:** No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on any portion of NEWBRIDGE, except that dogs, cats, or other usual and common domesticated household pets not to exceed a total of three (3) may be permitted in a home. This limitation does not apply to fish.

11.11. **Quiet Enjoyment:** No portion of NEWBRIDGE shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of NEWBRIDGE that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

No noxious, illegal or offensive activity shall be carried on upon any portion of NEWBRIDGE, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of NEWBRIDGE. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, and unpleasant or of a nature as may diminish or destroy the enjoyment of the properties.

11.12. **Irrigation:** A professionally installed, permanent irrigation system is required to be in place and operable within sixty (60) days the occupancy permit has been issued (weather permitting). The lot Owner is expected to utilize the system to properly maintain lawns, landscaping and landscape beds and is responsible for the cost of installing and maintaining the system.

11.13. **Utility Lines:** No overhead utility lines, including lines for cable television, shall be permitted within NEWBRIDGE, except for temporary lines as required during construction and high voltage lines if required by law.

11.14. **Air Conditioners:** Except as may be permitted by the Developer, no window or wall-mounted air conditioning units may be installed in or on any home. Air conditioning units must be screened with landscaping or fence approved by the Developer or Association.

11.15. **Exterior Lighting:** Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the Developer or Association prior to installation.

11.16. **Business Use:** No trade or business may be conducted in or from any home, except that an Owner or occupant residing in a home may conduct business activities within the home so long as:

11.16.1 The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home.

11.16.2. The business activity conforms to all zoning requirements for the properties and all applicable County ordinances.

11.16.3. The business activity does not involve persons coming into NEWBRIDGE who do not reside in NEWBRIDGE or door-to-door solicitation of residents of NEWBRIDGE; and

11.16.4. The business activity is consistent with the residential character of NEWBRIDGE and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of NEWBRIDGE, as may be determined in the sole discretion of the Developer or Association.

11.17 **Home Rental:** No home shall be rented, leased, or otherwise sublet without the approval of the Developer or Association.

11.18. **Duration of Restrictions:** These restrictions and covenants 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 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 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 sixty percent (60%) of all lots subject to this Declaration or any Supplemental Declaration and is recorded in the office of the Register of Deeds of Waukesha County. These restrictions 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 municipality.

This section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Village of Summit, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by recorded document.

IN WITNESS WHEREOF, the undersigned have executed this Amended Declaration of Restrictions and Covenants this _____ day of _____, 20____.

TREE RIDGE REAL ESTATE DEVELOPMENT, LLC

BY: William R. Toson
Sole Member

BY: _____

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally, came before me this _____ day of _____, 20____, the above-named William R. Toson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Waukesha County, State of Wisconsin

My Commission Expires: _____

APPROVAL:

The Village of Summit approves this Amended Declaration of Restrictions and Covenants dated July 1, 2020, for Newbridge Crossing Subdivision.

Summit Village President

Date: _____