

Welcome to



City of Mayville, WI

A CBM Investment Development

A single family subdivision nestled on the edge of town. In addition to the 52 homesites, Town and Country Heights is within easy walking distance to parks, schools, and the new TAG Aquatic & Exercise Center.

All building and landscape plans are subject to architectural approval. Covenants and restrictions are available to interested buyers.

• **Minimum Building Size:**

1 Story 1,400 sq. ft.

1 1/2 & 2 Story Ground Floor - 850 sq. ft.
 Both Floors - 1,450 sq. ft.

Bi-Level, Tri-Level, Quad Upper Level - 1,000 sq. ft.,

No house will be less than 1,400 sq. ft.

(Finished basements, garages, and open porches are not included in computing floor area.)

• **All homes must have 1/3 masonry fronts.**

• **Setback minimums:**

Front - 25' Side - 10' each Rear 25'

• **Improvements:**

Municipal sewer, water, underground gas, electric, cable. Paved streets with curb and gutter. (Sidewalks if required.)

• **Directions:**

Take Hwy 28 (Horicon Street) to N. Clark Street, by traffic lights. Go north on Clark Street. Follow for approximately eight blocks, go past the High School. Town and Country Heights will be located on the west side of Clark Street.

TOWN AND COUNTRY HEIGHTS SUBDIVISION
Declaration of Covenants, Conditions and Restrictions
Final Plat of Town and Country Heights -
A part of the NW ¼ of the SW ¼, section 14, T. 12 N.- R. 16 E.,
City of Mayville, Dodge County, WI

This DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS for Lots 1 through 52 of Town and Country Heights - a part of the Northwest ¼ of the Southwest ¼, Section 14, Township 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin, as recorded on April 12, 2002 as Document No. 743206, is made by, CBM Investments, or their assigns, hereafter referred to collectively as "Developer."

WHEREAS, Developer is the owner of certain real property in the City of Mayville, Dodge County, Wisconsin, that will be developed as a residential subdivision, being Lots 1 through 52 of Town and Country Heights -

References herein to "lot," "lots," "lot owners," or "purchaser," or similar terms shall refer to the same with respect to the above-described property.

NOW, THEREFORE, Developer declares that all of the property described in this instrument shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to benefit each owner.

1. Purpose.

- a. The purpose of these restrictions is to provide for the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and high quality exterior design.
- b. These restrictions, thereby provide to each site owner the full benefit and enjoyment of such owner's home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other lot owners.

2. Land Use and Buildings

- a. All lots will be used for single family dwellings only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling.
- b. All homes shall have at a minimum an attached two-car garage but not more than a three-car garage.

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- c. All homes must have a roof with a minimum of 6/12 pitch (6 inches of rise to 12 inches of run).
- d. All homes are to be of 2x6 construction, with a minimum of 4x8x3/8 OSB sheets at each corner.
- e. No building shall be moved onto any lot.
- f. Landscaping shall be completed per City of Mayville ordinances.
- g. All homes to have 1/3 Masonry fronts. Control Committee, at its option, may require less based on the type of home. All exceptions must be approved in writing by the Control Committee.
- h. All driveways shall be paved with concrete within 1 year of date of occupancy. Driveway aprons shall also be constructed of Portland cement concrete as specified in Sec.8.101, City of Mayville Ordinance. Aprons to include 4' sidewalk section, and to be installed prior to occupancy, if season permits or by June 15 if occupancy occurs during winter months. All aprons must comply with City of Mayville Ordinances.
- i. The Control Committee, at it's option, may amend paragraphs C, D, & G for individual homes on a case by case basis.

3. Architectural Control.

No building, or foundation, shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan of the lot showing the location of all such structures or improvements and the landscape and drainage plan shall have been approved in writing by the Control Committee.

In making its determination, the Control Committee may take into account such things as the quality of workmanship, the materials to be used, the harmony of external design and color with existing structures, the topography of the land, the intended landscaping and any other reasonable considerations which the Control Committee, in its discretion, shall deem relevant.

The Control Committee may, in its discretion, require any or all residences to have exterior elevation deemed appropriate by the Control Committee.

The Control Committee shall have the authority and discretion to review all relevant information concerning intended use of each lot, including building plans, specifications and grading plans. The restrictions contained herein, and the authority of the Control Committee are in addition to, and may be in excess of, applicable building codes or ordinances of any municipal or governing authority. However, any purchaser must comply with all applicable codes and ordinances, as well as the provisions of these Restrictive Covenants.

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After submission of the required information by a purchaser (or prospective purchaser), the Control Committee shall have fifteen (15) days within which to notify the owner of acceptance, rejection, or conditional acceptance of the proposed improvements to the subject premises. Acceptance must be in writing, and shall be limited to the plans, specifications and other information actually submitted. There shall be no substantial or consequential variation by the purchaser from approved plans unless written approval for such variation is obtained from the Control Committee.

If requested to do so, the Control Committee will review plans of a prospective purchaser of a lot and render a decision prior to closing in accord with these procedures as though such part were a purchaser. In the event such plans and specifications are approved or conditionally approved, the prospective purchaser shall be entitled to thereafter rely on such approval or conditional approval.

The square footage requirements set forth herein are minimum square footage requirements. The Control Committee reserves, at its discretion, the right to require homes to have additional square footage.

The Control Committee shall be composed as follows:

- a. Initially, the Control Committee shall be the Developer.
- b. Upon sale of one hundred percent (100%) of the lots in the above-described property to purchasers, the following provisions shall apply:

Any lot owner may call a meeting for purposes of electing members of the Control Committee. At any such meeting, any lot owner may be proposed for membership on the Control Committee and upon receiving a majority vote of those attending any such meeting, such person shall be elected to the Control Committee until three (3) persons have been so elected. Notice of any meeting to elect Control Committee members shall be given by regular U.S. mail or personal delivery to all lot owners, not less than ten (10) days before any meeting. Thereafter, if any vacancy shall thereafter arise, the remaining members of the Control Committee may appoint a third member, except that any lot owner may call a meeting to elect members to the Control Committee pursuant to the above election procedure. Elections may take place not more than once every two years. Action by the Control Committee shall become effective upon majority vote of the committee; the Control Committee shall maintain a written record of all actions taken.

4. Speculation and Model Homes. Developer is also a Contract builder who desires to positively influence the style and quality of homes to be built in the subdivision by constructing a series of speculation and model homes. Developer expressly prohibits the construction of other speculation or model homes without its expressed written permission.

5. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. **Signs.** No sign of any kind shall be displayed to the public view on any lot except;
 - a. Home Occupation Sign of not more than two square feet associated with a home occupation, use, per city ordinance 17.14.080 e.
 - b. One-non illuminated Real Estate Sales sign per lot per 17.14.080 M. of the City of Mayville sign ordinance
7. **Setbacks.** All lots must comply with City of Mayville ordinances, for front, rear, and side yard setbacks.
8. **Basements and Garage Concrete.** All homes and garages shall have, minimum, eight (8') foot basements or standard four-foot masonry frost walls, unless otherwise approved by the Control Committee.
9. **Completion.** Construction of all building structures must be completed within twelve (12) months of initiation of construction. Construction initiates when building materials arrive on site or excavating begins. All homes and garages shall be completed before home is occupied in accordance with City of Mayville ordinances.
10. **Used Buildings.** No used building shall be moved onto any lot.
11. **Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved within the dedicated roadways, drainage ways and areas shown on the recorded plat.
12. **Minimum Floor Plan Size.** The following shall be the minimum floor areas for homes to be constructed.
 - a. The ground floor of a one-story house shall be a minimum of 1,400 square feet, exclusive of the garage.
 - b. The ground floor of a one and a half, two or two and one half-story house shall be a minimum of 850 square feet, exclusive of the garage. Total square footage of both floors shall be a minimum of 1,450 square feet.
 - c. The lower floor, (ground), of a split level, tri-level or quad shall be a minimum of 500 square feet. Above ground floor area shall be a minimum of 1,000 square feet.
 - d. No house will be less than 1,400 square feet.

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e. Finished basements, garages, and open porches are not included in computing floor areas.

13. **Minimum and Maximum Grades.** Finished grades have been established on the "Site Design Plan." All foundation grades must be adhered to. Grades will be given to the lot purchaser by the developer, or City of Mayville. The final grade established by the Developer on the utility easements shall not be altered by more than six (6) inches by the Developer, the developer's agent, or by subsequent owners of the lots on which such utility easements are located, except with written consent of the utility or utilities involved.

14. **Fences and Walls.- Fencing,** including retaining walls shall be erected not less than three feet off the property line. Any fence erected or placed facing any street within the subdivision, or extended along the side of the lot toward the front or street side beyond the front wall of the residence, will not exceed (4) feet in height and will be constructed of wood, or plastic. Foliage or hedge fences are permitted in street yards to a maximum height of (4) feet, and on the side of lot to a maximum height of (6) feet. No metal front yard fences are allowed. Any fence will need prior approval from the applicable board or committee of the City of Mayville and the Control Committee. The City and the Control Committee will take into consideration the type of fence and the other property owners concerns.

15. **Sidewalks.** Installation of City sidewalks shall be the responsibility of the Lot owner at the time they are required by the City of Mayville.

16. **Pets, Livestock and Poultry.** No animals, livestock, poultry fowl, reptiles, or pigeons of any kind shall be raised, or bred, or kept on any lot with the exception of a dog, a cat, or a rabbit, which shall be limited in number to a total of two in any one household, or goldfish, a parakeet, or a hamster, provided that said pets are not kept, bred, or maintained for any commercial purpose. However, nothing contained herein shall be construed to permit the keeping of any dog, cat or other pet, which shall in any way constitute a nuisance.

16. **Accessory Buildings.** All accessory buildings must be attached to house or garage through the use of a common wall. Buildings must have a concrete floor. The buildings shall be constructed of 2 x 4 construction, or equal, shingled roof with a minimum 6/12 pitch or of gambrel type design, with harmonious siding, roofing and overhangs. These buildings must have a minimum setback per City ordinance and must be approved by Architectural Control Committee.

17. **Campers, Recreational Vehicles, Boats, Trailers and Garden Tractors.** All of the aforementioned vehicles must be stored inside. No school buses, semi tractors and/or trailers shall be parked anywhere within the boundaries of the subdivision. Parking on streets is limited to 72 hours at any one time or vehicles will be towed at owner's expense.

18. **Division of Lots.** No lots shall be re-subdivided to create a larger number of lots and not more than one residence shall be erected or constructed upon any lot.

19. **Terms.** The covenants and restrictions herein contained, shall be in effect until January 1, 2015, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in the following paragraph.

20. **Amendment.** These covenants and restrictions, may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written declaration setting forth such amendment or changes, has been executed by the owners of at least 50% of the lots in said Plat, in such form as to entitle it to be recorded in the Register's Office for Dodge County, Wisconsin; provided, however, that such amendment or changes to be effective shall require the written approval, in recordable form, of the Developer, so long as they, or their assigns, own any of the lots in this Plat.

21. **Enforcement.** Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain a violation or to recover damages.

22. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

23. **Control Committee Liability.** Control Committee shall not be held personally liable to the owners for a mistake in judgment or for any other acts or omissions of any nature whatsoever while acting in its official capacity, except for any acts or omissions found by a court to constitute gross negligence.

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This DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS are executed by Developer, the owner of the above-described property, by the undersigned. In addition to this document, Developer advises all interested parties to obtain a copy of all applicable City Ordinances.

In WITNESS WHEREOF, the Control Committee has signed and sealed this instrument this 1st day of MAY, 2003.

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DEVELOPER: CBM Investments

William T. Mueche
William T. Mueche, Partner

Carolyn A. Mueche
Carolyn A. Mueche, Partner

Subscribed and sworn to before me this 1st day of MAY, 2003.

[Signature]

Notary Public Dodge County, WI
My Commission expires 12/31/04

This instrument was drafted
by CBM Investments.

Addendum A to the Offer to Purchase

Page 1 of 3

Addendum attached to and made part of the Offer to Purchase dated _____ made by the Buyer, _____ with respect to the Property at _____, Wisconsin.

1. Buyer is aware that the closing date may need to be extended due to weather conditions, supply delivery schedules, and any other items outside of the builder's control. Builder will notify Buyer with a written notice 5 days prior to any scheduled closing date should a delay occur. Buyer shall hold the Seller/Builder harmless should the Buyer incur any additional fees due to the delay.
2. Buyer is aware Builder/Seller is a state licensed Real Estate Agent/Broker.
3. Buyer has received a copy of the Declaration of Restrictions (if available for the chosen location) and they are made part of this Offer.
4. Buyer is aware the Seller will/has install(ed) a vent pipe into the build of the home, to be used with the other components installed by a radon remediation contractor. It is Buyer's responsibility to inquire whether any precautionary measures should be taken to avoid accumulation of radon gas in Buyer's proposed dwelling.
5. Valido Homes shall provide a 1-year home warranty to the Buyer at no cost. Warranty to comply with standards established in the most current Wisconsin Builder's Association Industry Quality Standards manual.
6. Buyer is aware that a Valido Home includes sidewalk from the driveway to the front porch, driveway, egress window in the basement and stubbed 3rd bath in basement unless otherwise agreed to by all parties in writing.
7. If Buyer is requesting pricing for the upgrades, Buyer shall submit all requested upgrades to Seller in writing. Seller has 14 days from acceptance to deliver to Buyer requested pricing for upgrades. Buyer has 3 days from receipt of bids to deliver to Seller an amendment with all selected upgrades listed and the purchase price shall be changed to reflect all selected upgrades. Buyer has 14 days from acceptance of the amendment by all parties to deliver non-refundable earnest money to Seller.
8. Builder/Seller shall conduct a walk-through of the property with the Buyer on record and the agent (if any) assisting the Buyer, no sooner than 3 days prior to closing.
9. Buyer is aware that the builder and/or its contractors may have to return to the property post-closing to complete small items such as, but not limited to, touch-up paint on wall or trim, fill nail holes, driveway installation, exterior work, etc. Builder will make best efforts to complete post-closing work as expeditiously as possible. However, based on availability of replacement material and subcontractors, some items may take anywhere from thirty (30) to one hundred eighty (180) days to fully get remediated.

Buyer Initials _____

Seller Initials _____

Addendum A to the Offer to Purchase

Page 2 of 3

10. Buyer is aware that Builder/Seller is delivering site at a 'rough finish grade' condition. Rough finish grade to be defined as redistributing all existing soils on site. Buyer is aware they are responsible for bringing site to a 'full finish grade' including lawn install and any landscaping. Buyer is aware that getting site to Buyer's desired final grade may require Buyer bringing in additional fill and/or topsoil to achieve Buyer's desired result. Builder/Seller makes no reps or warranties regarding lawn and/or landscaping.
11. Buyer is aware that if there is no or a small tax assessment on the Property at the time the Offer is accepted, there will be no tax proration at closing. Buyer is also aware that the Property may be reassessed after closing which will result in a potential real estate tax bill increase.
12. Closing on the Property is to occur once Builder/Seller is able to secure and deliver to Buyer an occupancy permit for the home being built on the Property. Buyer acknowledges that there most likely will be items that need to be completed post-closing of the Property, to include but not be limited to: sidewalk install, patio install (if applicable), driveway install, etc.
13. **ADVERTISING MATERIALS.** Buyer is aware that printed advertising materials previously provided to Buyer concerning this property may not be entirely accurate, including but not limited to items such as lot sizes, lot boundaries, elevations, grades, depictions of stone exteriors, landscaping objects, furniture, locations of public streets and other subdivision improvements, references to deed restrictions, etc. Buyer has been advised to include appropriate contingencies in this Offer for the verification of all matters which are material to Buyer's decision to purchase this Property.
14. **CONFLICT WITH APPROVED FORMS.** It is intended that this document be used with an approved form as set forth in RL 16.03. In the event any provisions on this Addendum conflicts with the provisions of the approved form, the provisions of this Addendum shall control.
15. Appliances are the sole responsibility of the Buyer. Appliances shall be delivered to the Property post-closing. If appliances are required to be installed for appraisal purposes prior to closing, all liability is assumed by the Buyer. This liability includes, but is not limited to, delivery costs, and potential damage to the appliances or to the home resulting from the appliance, their installation, or their related fixtures regardless of whom may be involved in the events that led up to and/or caused the damage.
16. Buyer is aware that if Buyer(s) lender requires funds to be escrowed for any reason in a trust account that charges a fee, the Buyer will be responsible for all fees.
17. Buyer is aware that Buyer is not allowed on Property prior to closing unless Buyer and/or Buyer's agent notifies Builder/Seller that Buyer would like to walk through the Property. Buyer must be accompanied by Buyer's agent and/or Builder/Seller and/or Builder/Seller's agent during walk through. Buyer acknowledges that Buyer will be considered trespassing if Buyer is on Property without getting Builder/Seller's consent.

Buyer Initials _____

Seller Initials _____

Addendum A to the Offer to Purchase
Page 3 of 3

Legal Counsel: The Buyer and Seller are advised to be represented by their attorney in the preparation and review of all legal documents associated with the purchase/sale of this Property.

Entire Agreement: This agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties.

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed on the date written beside their respective signatures, to be effective as of the full executed date of the Offer.

(Buyer's Signature) Date (Seller's Signature) Date

(Buyer's Signature) Date (Seller's Signature) Date



Things you need to know when buying a Valido Spec Home

1. **You are buying a "spec" home.** It is a predetermined home plan and lot that the builder owns. You can make some upgrades and have a few limited choices. If you decide to make major structural changes, before any changes are made, non-refundable earnest money for the full cost of the design change and construction costs due to the change will be required.
2. **Start date of the build:** If your offer is accepted before the project is started, the builders will schedule the dig as soon as possible. They use subcontractors and must factor in things like the contractor's schedule and weather just to name a few. Permits also need to be applied for and site plans done. These things take time.
3. **Closing Date:** This is the date when the builders: have substantially completed the build, have been given an occupancy permit by the building inspector and are ready to close on the home with the buyer. If you (the buyer) are financing this purchase, your lender will more than likely require an appraisal to be completed prior to closing on the loan and possibly an inspection as well. Most lenders require the appraisal completion and inspection to occur after the home is substantially complete and builders are ready to close on the home. Therefore please be advised that the closing date that the builders can meet most likely WILL NOT coincide when your lender will be able to close on their loan with you. Typically the lender will be available to close on the loan within two weeks after the home is substantially complete and builder is ready to close on the sale. Please plan accordingly for this scheduling delay. The Closing date is also subject to change and most likely will change due to supply delays, contractor schedules, inspector's schedule, weather conditions, etc. The builder will notify you as early as possible regarding any potential Closing date delays.

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4. **Punch list items:** These are items that need to be taken care of post-closing. There most likely WILL be items that need to be addressed post closing. Valido will work with their contractors to repair these items as quick as possible. However, depending on the item needing addressing, this can sometimes take anywhere from 30 to 180 days. They may include but are not limited to blemishes in doors or cabinets, drywall and/or paint touch ups, nail holes being filled, driveway installation, etc.
5. **Buyer on Record and Communication:** The Builder will communicate with the Buyer on record or 1 (one) person selected by Buyer as their representative. If Buyer opts to select a representative, the reps name and contact information shall be given to the Seller via a notice to the Offer to Purchase. The Builder will communicate all items with Buyer on record or their representative on record. This will ensure communication is clean during the build and punch list item period of construction.
6. **Weather related delays:** We are building in the State of Wisconsin and weather related delays MOST LIKELY WILL happen on some/all components of your build. Extreme cold, frost, heavy thaw, heavy rain are a few of the more normal reasons that can cause a delay. The Builder accounts for a 'normal' amount of delays in the build process however abnormal conditions MAY cause further delay in some/all parts of the build process.

Buyer acknowledges that just because there may be several days/weeks of 'nice weather' does not mean that either the Property is ready for site work and/or that Builder's sub-contractors schedule allows for site work to be completed during a specific stretch of 'nice weather'.

Buyer also acknowledges that Builder's sub-contractors will NOT pour exterior concrete until sub-base (ground) temperatures reach 50 degrees. This WILL result in some concrete pours being delayed until temperatures allow for these conditions. Buyer also acknowledges that once temps

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reach minimum conditions their home's drive will be poured when sub-contractors schedule allows.

7. **Utilities:** Upon closing Buyer will need to have utilities placed in their name which, with some utilities, requires the Buyer to contact the utility company to effectuate. If Buyer does not place utilities in Buyer's name within three days of closing/being delivered occupancy permit by Builder on Property, Buyer acknowledges that Builder will contact utility company to stop service in Builder's name. This will result in utility being shut off to the Property and utility company may charge a fee to reinstate service to the Property.

The builder would like to close as soon as possible, but they also ask for your patience in the building process and your understanding that some items are out of their control. Valido Homes strives to deliver a quality, affordable home to you as soon as they possibly can.

By signing below, you are agreeing that you have read and understand these items.

Buyer Signature

Buyer Signature