

Document No.

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR MAJESTIC WOODS NORTH SUBDIVISION**

Name and Return Address:

Parcel Identification Number

The undersigned, **Legacy Land Group, LLC, a Minnesota Limited Liability Company**, (hereinafter referred to as "**Developer**"), being the owner of all that real property described in Exhibit "A" hereto, and being desirous of subjecting said real property to the following covenants, conditions and restrictions for the benefit of the real property as a whole and for the benefit of each owner of any part thereof.

Now, therefore, the undersigned hereby declares that the real property described in Exhibit "A" hereto shall be used, held, transferred, encumbered, sold and conveyed subject to the covenants, conditions and restrictions as hereinafter set forth, which shall inure to the benefit of and pass with said real property, and each and every parcel thereof, and shall apply to and bind any successors in interest in any parcel hereof.

Article I

A. **General Purposes** The purpose of this Declaration is to:

- Insure the best use and most appropriate development of each lot
- To protect owners of lots against those uses of neighboring lots which would detract from the value of their property
- To preserve the natural beauty of said property
- To guard against the construction of poorly designed structures
- To obtain harmonious use of building materials, color schemes and appearances
- To insure the highest and best residential development of said property
- To encourage and secure construction of attractive homes
- To address the maintenance and care for shared roads, ponds and ditches
- To prevent haphazard and inharmonious improvement in said property

And thereby to preserve and enhance the values of investments made by purchasers of building sites, all with respect to the property described in Exhibit "A."

B. **Land Use and Building Types** The premises described in Exhibit "A" shall be used only for single family residential purposes. No lot shall be used or occupied by other than a single family and shall not be used for other than residential use. If "family" is not defined by local ordinance, it shall mean those persons who regularly and consistently live with the Owner on an on-going basis. No building shall be erected, altered, placed, or permitted to remain on any building site other than (a) a single-family home not exceeding two stories in height (excluding any walkout basement) and (b) one detached shed or storage building as described in C9 below.

C. **Size of Dwelling** Any dwelling which is constructed on any building site shall contain (a) a minimum living area of at least nine hundred (900) square feet on the first floor above grade AND (b) no less than a total of one thousand two hundred (1,200) square feet above grade. An attached garage shall not count in the calculations of either of those figures. It shall also be subject to the additional following requirements:

1. The maximum height of the home shall not exceed thirty-five (35) feet.
2. The roof of the home shall be of at least an 8-12 pitch on at least 60% of the roof line.
3. No fences shall be allowed other than an invisible type fence for purposes of constraining pets within the property line.
4. No used buildings may be moved onto the lot. No mobile homes, shack tents, barns or buildings of a temporary nature shall remain on the lot other than during the time of construction.
5. No mobile homes, nor modular or prefab homes, are allowed unless the structure is substantially and primarily constructed on the site.
6. The minimum roof height shall be 18 feet.
7. All exterior surfaces of any structure on the lot shall be made of either wood, stucco, stone or brick. No vinyl or steel siding is allowed. James Hardy or Certainteed materials are acceptable as long as they are of the wood grain variety. Exterior colors must be earth tones.
8. No earth homes, octagons, or abnormally shaped structures are permitted.
9. One detached shed, garage or storage building is allowed on the lot as long as it is of the same architectural design as the home and materials and colors matching those of the home are used. This additional structure shall not exceed one thousand two hundred (1,200) square feet in size and shall have a maximum height of 30 feet.

D. **Completion Dates** Completion of construction of the dwelling shall be no more than one (1) year from the start of construction. Completion of construction of all other improvements, including finish landscaping and a solid surfaced driveway, shall be done no later than one (1) year from the date of the issuance of the occupancy permit.

E. **Building Setbacks** All front, rear, and side building setback lines as specified in Dunn County zoning ordinances shall be conformed to when constructing any improvements on any building site thereon.

F. **Easements** Easements for installation and maintenance of utilities, stormwater management ponds and ditches, and a private road shall be shown on the recorded plat. Within this easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which obstruct or retard the flow of water through channels in the easements, or which obstruct access and usage of the road. The easement area of each lot and all improvements within it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

G. **Automobile Parking, Garages, etc.**

1. Provision shall be made on each building site containing a single-family dwelling for the on-site inside storage of at least two (2) passenger automobiles, small trucks, or vans through either an attached garage or detached garage/storage building. No untitled automobiles may be parked or stored on the premises unless done so within the confines of a garage or storage building.
2. A driveway of gravel, cement or asphalt shall be constructed connecting the garage or storage building with the road serving the parcels.
3. No heavy equipment or trucks larger than passenger type pickup trucks may be parked on the premises other than during times of construction, or when such trucks are on the premises to perform service on the home, or during times of moving in or out of the home.
4. Prior to the completion of construction of a single family dwelling on the lot, a recreational vehicle, travel trailer, motor home or camper may be used by Owner on their lot for not more than fourteen (14) days in a row and a maximum of sixty (60) days per year, assuming such use meets with all township or county ordinances. Said vehicle may not be left on the property unattended in excess of those time limits. This use will be permitted only until September 1, 2008.
5. Once a single family dwelling has been constructed, or after September 1, 2008, no recreational vehicles, travel trailers, motor homes or campers, unless parked inside a garage or storage building, may be parked on the premises for more than thirty (30) days per year and not more than seven(7) days in a row.
6. Boats, Trailers, Snowmobiles, ATVs, etc, unless parked inside a garage or storage building, may not be parked on the premises for more than fourteen (14) days in a row or for more than sixty (60) days a year and must be parked within the driveway area.
7. Any use of ATVs, snowmobiles and the like within Majestic Woods North must either occur on the roads while entering or exiting Majestic Woods North OR must be used in the course of performing maintenance and upkeep work on the lot.

J. **Animals and Poultry** Dogs, cats and other household pets may be kept on the lot provided that they are not kept, bred, or maintained for any commercial purposes, or allowed to annoy neighbors. Dogs must have no visible kennels and no fencing is allowed other than invisible fencing. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Horses shall not be allowed to be kept within Majestic Woods North.

K. **Tree and Brush Removal** Developer wishes to emphasize its commitment to maintaining the natural beauty and privacy of these parcels. Maintenance of existing trees and vegetation is the primary way this is accomplished. Removal of only the minimum amount of vegetation and foliage is encouraged.

1. Compliance with any and all existing township, county, state and/or DNR regulations or ordinances as it pertains to the preservation or removal of trees and vegetation is required and takes precedence over any stipulations outlined below.
2. Owner may remove trees and vegetation for purposes of construction of their home, garage/storage building, and driveway. Beyond said needs, there shall be no tree or brush removal within fifteen feet of any lot line, unless said removal falls within the view corridor outlined below or said removal is approved by Developer.
3. Owner may, within a single thirty (30) foot wide view corridor between their home and the lake, remove ONLY those trees that have a circumference at their widest point of sixteen (16) inches or less (approximately five inches in diameter) and may trim only those branches that have a circumference at their widest point of thirteen (13) inches or less (approximately four inches in diameter).
4. Owner may request of Developer specific exceptions to these restrictions. Once Owner has completed their own removal within the above guidelines, Owner can request a tour of property with Developer and indicate their desires for additional tree or vegetation removal. Developer will record their approval of any removal requests that are granted, and only after this pre-approval is given and recorded may additional removal occur.
5. Due to the irreversible nature of tree and branch removal, Owner agrees to pay a fine of five hundred dollars (\$500.00) for every circumference inch of tree or branch removal that is unauthorized or outside the stipulations specified above. For any trees or branches that are of a circumference of thirty (30) inches or more (approximately ten inches or more in diameter), the fine shall increase to one thousand dollars (\$1,000.00) per circumference inch. The fine shall be paid in the form of a non tax-deductible contribution to The Nature Conservancy.
6. The failure of any Owner to promptly pay this fine shall result in a lien on said Owner's property.
7. Within the view corridor, Owners are strongly encouraged to establish shoreland restoration vegetation.

8. All structures on the property shall have an adequate Rain Garden system installed for environmental protection.

L. **Signs and Utilities** With the exception of signs of such type as "Welcome to Our Family's Cabin" or signs displaying the name of Owner, no homeowner shall post any permanent signs upon said property, and no signs advertising an Owner's business or trade activity shall ever be posted. Temporary political signs may be posted as long as they are displayed only during an active campaign, are limited to one per candidate and do not exceed six (6) square feet. One sign of not more than six square feet advertising the property for sale is permitted. For Sale signs shall not be posted on the property by any parties other than Legacy Land Group until all parcels are sold within Majestic Woods North. All utilities shall be placed underground, and no satellite dishes over 24 inches in diameter are allowed.

M. **Exterior Lighting** No Owner shall construct or display any type of permanent lighting outside of their buildings except for simple incandescent bulbs which serve to illuminate the doors to said buildings or to illuminate a deck or walkway. Such exterior lights must be attached to a building. Exterior lights may not be left on overnight; they should be motion activated if Owner desires their use after 10 pm.

N. **Offensive Activity** There shall be no piling or burning of trash on said premises, nor noxious or offensive trade activity conducted. No activity shall be done thereon which may be or may become an annoyance or nuisance to other owners within Majestic Woods North. Majestic Woods North is intended to bestow upon the Owners a feeling of retreat and privacy, so no loud music or parties may occur outside which might interfere with a neighbors enjoyment of their surroundings.

O. **Hunting** No firearm hunting is allowed within Majestic Woods North. The discharging of firearms for target practice within Majestic Woods North is also prohibited.

P. **Further Subdivision** There shall be no further subdivision of any lot; the maximum number of lots shall be that which is indicated on the plat map for Majestic Woods North as filed with Dunn County, Wisconsin.

Q. **Maintenance of Property** Each Owner shall keep all lots owned by such Owner, and all improvements therein or thereon, in good order and repair and free of debris, all in a manner as is consistent with good property management.

Article II

A. **Outlot One** Part of Exhibit "A" contains Outlot One which is the sixty-six (66) foot wide strip of land that runs west from County Highway Z to the lots within

Majestic Woods North. Each lot owner shall have a one-eighth (1/8th) ownership in Outlot One, and same shall be conveyed with each lot parcel. In the event that an agreement is reached granting the owner of the land immediately north of the real estate specified in Exhibit "A" ingress and egress to County Highway Z, this ownership interest may be reduced to a one-ninth (1/9th) ownership stake per lot.

B. **Shared Maintenance of the Road** Whereas all Owners of lots within Majestic Woods North share an ownership stake in Outlot One, and therefore share access for ingress and egress to County Highway Z on the road that lies within Outlot One, and whereas Owners share in the use of the Easement for the road that runs along the far eastern area of all lots within Majestic Woods North, now therefore the Owners shall share equally in the maintenance and repair of said road.

C. **Cost Limits** Any expense other than contracted snow removal/grading which shall be in total amount in excess of one hundred dollars (\$100) must be expressly agreed upon by at least a two-thirds majority vote of those having an ownership right in Outlot One, with one vote given per equal fractional ownership stake. A failure to vote within seven days of a certified receipt of a notice that such a vote is needed shall be interpreted to be a vote in favor of the expenditure.

D. **Interruption of Access** Owners hereto further agree that they will not cause access on the road to be interrupted by construction or other reasons within their control; and further, that if access is damaged or altered in any manner by or as a result of construction upon any of the premises described herein, or by other activities of Owner, that the Owner responsible for said damage or alteration shall promptly repair and restore the road at no expense to the other Owners.

E. **Stormwater Management Ponds** There will be ditches and pond areas constructed within the 66 foot easement for purposes of managing in an environmentally satisfactory manner the runoff of stormwater within Majestic Woods North. The DNR requires that these ponds be inspected semi-annually and that they be maintained in a manner that allows them to adequately perform their role. Owners agree to contract for this inspection and maintenance, and to share in the expense of same.

F. **Failure to Pay** The failure of any Owner to promptly pay for their share of any expense incurred in accordance with this article shall result in such share becoming a lien on said Owner's property, and the party or parties that has/have paid for such expense shall be entitled to enforce the same in any court of competent jurisdiction, including the right to collect for any attorney expenses incurred.

E. **Term of Agreement** This agreement for shared maintenance and repair of roads and stormwater ditches and ponds lying within Majestic Woods North shall run with the land and shall be binding upon the heirs, executors, administrators, and assigns of the Owners hereto.

Article III

A. **Term and Amendment** Unless amended, as herein provided, this Declaration shall run with the land and shall be binding upon all persons claiming under the undersigned for a period of forty-five (45) years from the date this Declaration is initially recorded. For a period of five (5) years from the date of the recording of this Declaration, or until one hundred percent (100%) of the lots have been sold by the Developer of the lands described in Exhibit "A" hereof, whichever event shall first occur, this Declaration may be amended by a recordable written instrument executed by Developer, its successors and/or assigns.

B. **Extensions** After the expiration of such 45 year period, this Declaration, as presently written, or as so amended, shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by a 75% majority of the then owners of the lots has been recorded to abolish or change the same in whole or in part. In regard to any such amendment, the owner or owners of each lot then created by a recorded plat shall have one vote. The specific covenants regarding removal of trees and vegetation are excluded from this provision and may not ever be amended.

C. **Enforcement** The provisions of this Declaration may be enforced by the Developer or by the owners of any lands described in Exhibit "A", by proceedings at law or in equity against any person or persons violating, or attempting to violate, the same. Such action may seek to recover damages and/or demand compliance, provided that no action shall be commenced for violation of any of the terms and conditions contained in this Declaration after one (1) year from the date on which the violation first occurred.

D. **Severability** Invalidity of any one of these covenants by judgement or court order shall not affect any of the other provisions, which shall remain in full force and effect.

In Witness Whereof, the undersigned have executed this instrument on this ____ day of _____, 2005.

Legacy Land Group, LLC

David Swan, Member

Kevin Swan, Member

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
_____ County

Personally came before me this _____ day of _____, 2005, the
above-named David Swan and Kevin Swan, to me known to be the persons who executed
the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin

My commission expires: _____