

DECLARATION OF PROTECTION COVENANTS FOR MAPLE RIDGE SUBDIVISION

THIS DECLARATION OF RESTRICTIONS AND COVENANTS (the "Declaration") is made as of the 20TH day of JULY, 2003, by MAPLE RIDGE DEVELOPMENT, ("Developer").

RECITALS

- A. Developer is the owner of the following described real property located in the Township of Springbrook, Dunn County, Wisconsin:

Maple Ridge, a recorded Plat, located in the NW1/4-SE1/4, NE1/4-SE1/4, SE1/4-NE1/4 and SW1/4-NE1/4, SECTION 25, T27N, R11W, in the Township of Springbrook, Dunn County, Wisconsin (the "subdivision").
- B. Developer intends to establish a general plan for the use, occupancy and enjoyment of said Subdivision.
- C. The Subdivision shall be divided into separate lots (Lots") in accordance with the final plat attached hereto as Exhibit A.

RESTRICTIONS AND COVENANTS

NOW THEREFORE, Developer hereby declares that, for the mutual benefit of present and future owners of real property within said Subdivision, all Lots therein shall be subject to the following restrictions and covenants.

1. General Purpose.

The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each of the Lots and building sites thereon in the Subdivision; to protect owners of the Lots against such use of surrounding Lots and building sites as well detract from the residential value of the property; to preserve, as far as is practicable, the natural beauty of said property; to guard against the erection, maintenance or continuance of undesirable, inharmonious, or poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential use and development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof in Lot Building Sites; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets and adequate free spaces between Dwellings; and in general to provide for a high type and quality of improvements in said property; and thereby to preserve and enhance the value of investments made by purchasers of Lots in the Subdivision.

2. **Definition of Terms;**

- 2.1 **Dwelling:** For the purposes of the Declaration, a Dwelling shall be defined as a building to be occupied by a single family for residential purposes.
- 2.2 **Lot:** For the purposes of the Declaration, a Lot shall be defined as an individual Lot in the Subdivision platted for residential development in accordance with Exhibit A attached hereto.
- 2.3 **Lot Building site or Building Site:** For the purposes of this Declaration, a Lot Building Site or Building Site shall be defined as the area of a Lot on which a Dwelling may be located pursuant to the terms of this Declaration.

3. **Approvals by Developer; Architectural Committee.**

All approvals which are required to be obtained or determinations which may be made, pursuant to this Declaration shall be obtained from, or made by, an Architectural Committee comprised of the Developer, and such other members as appointed by Developer. No Dwelling, other structure, landscaping or the like shall be build until complete plans, specifications and a site plan showing the exact location of the Dwelling or other proposed construction and the elevations thereof shall have been submitted to, and approved in writing by the Architectural Committee, as to style, quality, materials and as to location with respect to topography, setbacks, finish grade elevation, culvert location and size, and driveways, and as to compliance with the restrictions and conditions contained in the Declaration. No construction or excavating shall be started on any lot until a copy of the building permit is supplied to the Architectural Committee. No construction or excavating shall be started on any lot until a copy of the erosion control plan has been supplied to the architectural committee and erosion control methods are in place. The lot owners shall be responsible for erosion on their own lot and erosion on other lots which they caused. Until such time as all Lots are sold by Developer, all plans and specifications shall be submitted to the Architectural Committee at:

Scheppke Real Estate
Attn: John Scheppke
440 Broadway Street
Eau Claire, WI 54703

The decision of the Architectural Committee with respect to any such matter shall be final and binding upon all parties. The Architectural Committee shall have the right to reasonably refuse to approve any such plans, specifications or site plans which in its judgment are not in conformity with these restrictions and covenants, including, without limitation, the General Purpose described in § 1 herein. The Architectural Committee shall have the right to waive minor infractions or deviations from these restrictions and covenants. Any approval or determination required or permitted by this Declaration shall be in writing. If the Architectural Committee fails to act upon the request for approval within thirty (30) days after submission the request shall be deemed approved, and no right shall exist to enforce these covenants and restrictions insofar as they require approval. Such failure to act by the Architectural Committee shall not serve to waive the enforcement rights of any Lot owner pursuant to § 5 of this Declaration. If plans, specifications and site plans are duly submitted and approved in accordance with this Declaration, no rights shall exist on behalf of the Architectural Committee to enforce these covenants and restriction for any deviation of said plans, specifications and site plans from the terms herein.

When all Lots are sold by Developer, Maple Ridge Lot owners shall appoint an Architectural Committee comprised of three individuals, each representing a separate Lot, to approve submitted plans to two-thirds majority. This Committee shall be chosen by vote, with each Lot having one vote. The three candidates receiving the largest number of votes each shall serve on the Committee. The three members shall serve two year concurrent terms.

4. Use of Lots.

No Lot shall be divided and no Lot shall be used except for one-story, one and one-half-story, two-story or split level, single-family, residential purposes. No building shall be erected, placed, altered or permitted to remain on any Lot other than a single-family Dwelling with an attached private garage, except as provided herein.

4.1 Minimum Living Area of Dwellings: The minimum living area of each single-family Dwelling, exclusive of basement, subgrade level, garage, porches, decks or breezeways shall be as follows:

- (a) Not less than one thousand two hundred (1,200) square feet for a one-story Dwelling, with an additional two hundred (200) square feet for each bedroom in excess of three, and with an additional two hundred fifty (250) square feet if the basement contains less than six hundred (600) square feet.
- (b) Not less than one thousand six hundred (1,600) square feet for any multi-story Dwelling, with not less than nine hundred fifty (950) square feet on the first or main floor, with an additional one hundred (100) square feet for each bedroom in excess of three, and with an additional one hundred (100) square feet if the basement contains less than six hundred (600) square feet.

The Architectural Committee shall have the exclusive right to reasonably determine what constitutes a one-story or multi-story Dwelling, and whether such area requirements will be met by any proposed Dwelling.

4.2 Construction: All Dwellings shall be completed within one year from the date ground is broken for such Dwelling. All future unattached garages shall be approved by the Architectural Committee **all Dwellings shall be constructed by Scheppke Real Estate unless a written exception is given by John P. Scheppke.**

Signature	Date	Signature	Date
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- 4.3 Garages:** All attached garages shall be built at the same time as the private Dwelling, and all Dwelling shall be designed and constructed with attached garages either forming an integral part of the Dwelling or connected to the Dwelling by porches or breezeways not exceeding twenty (20) feet in width. All garages shall be built to accommodate a minimum of two cars but not more than four cars, and shall have a maximum area of 1,100 square feet. Not boat, trailer, bus, snowmobile, disabled or unregistered vehicle, agricultural equipment, mobile home, motor home, camper or recreational vehicle shall be stored or parked outside of the garage for a period in excess of twenty one (21) days in any calendar year, or for any period in excess of seven (7) consecutive days. Developer, or any Lot owner or group of Lot owners, shall have the right to enforce this parking restriction against an offending Lot owner, and shall be entitled to recover the costs of suit and reasonable attorney fees incurred in such enforcement. No semi-tractors, or semi-tractor and trailer, shall be stored or parked on any Lot except for the purpose of moving or making deliveries.
- 4.4 Yard Bars, Utility Shed:** One storage facility, such as a yard barn or utility shed, may be constructed upon each Lot after, or concurrent with, the construction thereon of a Dwelling. Any such storage facility must be approved by the Architectural Committee in writing in accordance with § 3 of this Declaration, and shall be designed so as to be architecturally harmonious as to style, exterior material, and color with the Dwelling. Any storage facility shall be limited in size to one-story and to six hundred (600) square feet of floor area.
- The Architectural Committee shall have the right to reasonably determine what constitutes a one-story or multi-story storage facility, what is architecturally harmonious, and whether such area requirements will be met by any proposed storage facility.
- 4.5 Building Location and Setbacks:** Each Dwelling and attached garage, or storage facility, shall have a front yard setback of not less than thirty (30) feet from the street right of way, a side yard setback of not less than fifteen (15) feet and a rear yard setback of not less than twenty (20) feet. Setbacks and restrictions for all other structures, such as swimming pools, fences, walls and the like, shall be subject to the Architectural Committee's approval under § 3 of the Declaration.
- 4.6 Landscaping and Drives:** All disturbed soil on the Lots shall be landscaped and seeded or sodded concurrent with completion of a Dwelling thereon. Consistent with the purposes of § 1 of this Declaration, and the character of the development, no more than fifty percent (50%) of the area of a Lot shall be cleared of existing trees.

- 4.7 Occupancy, Temporary and Prohibited Structures:** No Dwelling may be occupied until it has been substantially completed in accordance with the plans and specification as submitted to and approved by the Architectural Committee, and no Dwelling may be occupied until it complies with all applicable government regulations and codes. No Structure of a temporary character, mobile home, tent, trailer home, basement, garage, shed or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 4.8 Utilities and Sewage Disposal:** All exterior utility service, piping, cable, wiring, and the like, including service drops to individual Dwellings, shall be installed underground, and no overhead wires shall be permitted within the Subdivision. Each Dwelling shall have septic tank or sewage system. Such tank or system shall not be shared with any other Lot, and must be installed and maintained in compliance with all applicable codes, statutes and ordinances.
- 4.9 Easements:** In addition to any easements shown on the recorded Plat of the Subdivision, the respective Lots of the Subdivision shall be subject to any easements granted or hereafter to be granted by the Developer or its successors or assigns for the erection and maintenance of electric power lines and related equipment, telephone lines and related equipment, cable TV lines, gas lines and equipment, or other utilities upon, under and over portions of any Lot.
- 4.10 Nuisances:** No noxious, offensive or unsightly activity or condition shall be carried on or permitted upon any Lot; nor shall anything be done or permitted thereon which may be, or may become, an annoyance, nuisance, health hazard or danger to the neighborhood. No Lot shall be used or maintained as a dumping ground or storage site for junk, rubbish, or debris of any kind. All trash, garbage, debris or other waste incidental to residential use of the Lot shall be kept only in clean, sanitary covered containers for weekly pickup and disposal, and shall be suitably screened from public view and view from any street.
- 4.11 Outdoor Lighting, Television Discs and Towers:** Exterior lighting not attached to the Dwelling shall not be placed higher than eight (8) feet from ground level. Exterior lighting attached to a Dwelling shall be no higher than the roof line. No satellite discs, or disc antennae, greater than twenty-four inches (24") in diameter shall be erected or placed on any Lot. No radio or television towers may exceed twenty-four feet (24') from ground level, or be ten feet (10') higher than the Dwelling, whichever is greater. The aforementioned items shall not be placed or erected in the front yard of the Lot, and shall be in conformance with the rear and side yard setback requirements of § 4.5 herein.

5. **Term and Enforcement.**

These restrictions and covenants shall run with the land and shall be binding on all parties and persons having any interest in the lands affected hereby for a term of twenty-five (25) years from the date this Declaration is recorded. With the affirmative vote of a majority of Lot owners this Declaration may be extended or changed for ten year terms to run consecutive to the initial term.

These restrictions and covenants being made for the benefit of all of the Lots, the Developer until such time as all Lots are sold, or any Lot owner, at any time, shall have full right and authority to enforce in their own right and names, respectively, all remedies afforded by law or equity for the enforcement of these covenants and restrictions, to prevent infraction of them, to recover all lawful damages suffered by reason of such breach or infractions, and to recover all costs of such enforcements and actions, including but not limited to costs of suit and reasonable attorney fees incurred. No such enforcement action shall be commenced after two (2) years from the date on which the violation or infraction occurred. Developer shall not be liable to any Lot owner or any third party for its failure to act to enforce these restrictions and covenants.

6. **Conflicts:**

In the event of any conflict between this Declaration and the zoning and building restrictions and regulations of the Town of Springbrook, or Dunn County, other governmental authority, the least permissive provision shall apply.

7. **Severability:**

The invalidity of any provision of this Declaration by judgment or court order, or for any other reason, shall in no way affect any of the other provisions hereof, which other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Restriction and Covenants has been signed on the day and date first above inscribed.

DEVELOPER:

By: John P. Scheppke
John P. Scheppke

Buyer Date

Buyer Date

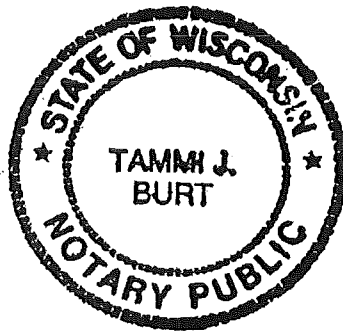
Realtor Date

ACKNOWLEDGMENT

STATE of WISCONSIN)
)ss.

COUNTY of EAU CLAIRE)

On this 20TH, day of JULY, 2003 before me a Notary Public within and for said County and State, personally appeared John P. Scheppke to me personally known, who, being by me duly sworn did say that he acknowledged this instrument.



Tamm J. Burt
Notary public: Eau Claire County
Expiration date, August 27, 2006

THIS INSTRUMENT DRAFTED BY:
John P. Scheppke
440 Broadway Street
Eau Claire, WI 54703