

Document Number

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**
Title of Document



Recording Area

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Declaration of Covenants, Conditions, and Restrictions made this ___ day of April, 2007 by Stettin Ridge, LLC, a Wisconsin limited liability company, ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain real property in Marathon County, Wisconsin, which is more particularly described as Lots 1 through 14 of Marathon County Plat of Stettin Ridge, a subdivision of part of the Northwest ¼ of the Northeast ¼ of Section 22, Township 29 North, Range 6 East, Town of Stettin, Marathon County, Wisconsin (the "Property");

WHEREAS, the Declarant desires to ensure the best use and most appropriate development in improvement of the Property; to protect Owners of Lots against such uses of surrounding Lots as will detract from the residential value of their Lots; to preserve, to the extent applicable, the natural beauty of the Property; to prevent the creation of poorly designed or proportioned structures; to obtain harmonious use of exterior materials and colors; to encourage and secure the erection of attractive homes, appropriately located; and to secure and maintain proper Lot line setbacks and open spaces with attractive landscaping and appropriate exterior lighting; and

WHEREAS, to maintain and preserve the value of the Property for the Owners, the Declarant desires to create an entity to manage, administer and maintain the common areas of the Property, to manage the grooming and appearance of ground cover such as grass, clover, and/or alfalfa on portions of each Lot beyond the outside perimeter of the buildable area, to administer and enforce these covenants and restrictions, and to collect and disburse the assessments and charges herein after created.

NOW THEREFORE LET IT BE KNOWN, that the Declarant hereby declares and establishes the following covenants, conditions, reservations, and restrictions for the benefit of each and every person, party or entity hereafter purchasing or owning any Lot of the Property. These covenants, conditions, reservations, and restrictions are each imposed upon all Lots or other subdivisions of the Property as restrictive covenants running with the title to the Property and with each and every Lot and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and will inure to the benefit of each Owner.

Article I. DEFINITIONS

Section 1. The term "Association" refers to Stettin Ridge Homeowners' Association, LLC, a Wisconsin limited liability company, its successors and assigns.

Section 2. The term "Owner" refers to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other subdivision which is a part of

the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. The term "Property" refers to the real property described above and any additions that may later be brought within the jurisdiction of the Declaration.

Section 4. The term "Common Area" refers to the real property managed, administered, and cared for by the Association for the common good of the Owners. The Common Area shall consist of the 25 foot radius circle in the middle of the subdivision cul-du-sac and the green space at the entrance of the subdivision road off of County Road U which is approximately thirty-two feet (32') long and eight feet (8') wide.

Section 5. The term "Lot" refers to any plot of land shown on any recorded subdivision map of the Property.

Section 6. The term "Declarant" refers to Stettin Ridge, LLC, a Wisconsin limited liability company, and to its successors and assigns, if those successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. The term "Perimeter Area" means the area of each Lot outside of the building set back line along the perimeter of the subdivision.

Article II. HOMEOWNERS' ASSOCIATION

Section 1. Formation of Homeowners' Association. The Declarant has formed the Association to be operated in accordance with its bylaws for the purpose of providing certain services to the Owners of the Lots and to administer and enforce the covenants and restrictions in this Declaration. The Association will be required to only provide the services described herein. Each Owner shall provide services to their respective Lot which is not specified herein as the obligation of the Association.

Article III. EASEMENT AND PROPERTY RIGHTS

Section 1. Obligation of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for maintenance and care of the Common Area and shall keep the same in good, clean, attractive, and sanitary condition, order and repair. The Association shall manage the grooming and growth of aesthetically appealing ground cover, such as but not limited to grass, clover, or alfalfa ("Ground Cover") on the Perimeter Area through rental of the Perimeter Area to third parties or otherwise. Any revenue received by the Association for the rental of the Perimeter Area and/or for the harvest of any Ground Cover shall be used for the benefit of the Association. The Association's responsibility for maintenance and care of the Perimeter Area and its easement of use of the Perimeter Area shall cease five (5) years after recordation of this Declaration unless all of the members of the Association vote to extend such responsibility and easement from year to year.

Section 2. Easement of Use. The Association, its officers, agents, employees, and licensees shall have an easement of access to and use of the Common Area and the Perimeter Area for the performance by the Association of its obligations hereunder. Free passage and access shall at all times be provided and no fence or other obstruction shall at any time be erected, maintained, placed or permitted which shall in any way interfere with such access and use. Such easement shall be appurtenant to and shall pass with title to the Lot. In the event any Common Area or Perimeter Area is damaged by the Association or its officers, agents, employees or licenses, the Association shall repair said damaged Common Area or Perimeter Area in a good workmanlike manner at its sole cost and expense. Notwithstanding the Association's responsibility to manage the Perimeter Area and the Association's easement of access to and over the Perimeter Area, each Owner of a Lot shall have the right to locate a septic system upon their respective portion of the Perimeter Area.

Section 3. No Unreasonable Interference. The easement granted herein shall be exercised in such manner as will not unreasonably interfere with the normal conduct carried on within each Lot by its Owner(s) or with the use of each Lot for its permitted purposes.

Section 4. Title to Common Area. The fee simple ownership interest to the Common Area shall be vested in the Association. The Association shall not be vested with title to any of the Perimeter Area. In the event title to the Common Area or any portion thereof becomes vested in the Town of Stettin, the Association may remain responsible to maintain and care for the Common Area as provided herein.

Article IV. MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Members. Every Owner of a Lot will be a member of the Association. Membership will be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. All Owners including the Declarant will be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all those persons will be members. The vote for that Lot will be exercised as those multiple Owners among themselves determine, but in no event will more than one vote be cast with respect to any Lot.

Article V. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, agrees, and each Owner of any Lot by acceptance of a deed is deemed to agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided below. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, will be a charge on the land and will be a continuing lien on the property against which each assessment is made.

Each assessment, together with interest, costs, and reasonable attorney's fees, will also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments will not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association will be used to promote the improvement, administration, maintenance, and care of the Common Area and to fulfill the Association's responsibilities under this Declaration.

Section 3. Maximum Annual Assessment. The initial maximum annual assessment will be one-hundred dollars (\$100) per Lot.

- (a) The maximum annual assessment may be increased each year not more than one percent (1%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above one-percent (1%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property, provided that any special assessment must have the assent of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 must be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership will constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting will be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting may be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis as of January 1 of each year.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for will commence when determined by the Association's Board. The first annual assessment will be adjusted according to the number of months remaining in the calendar year. The Board of Directors will fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment will be sent to every Owner subject to the assessment. The due dates will be established by the Board of Directors. The Association will, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date will bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for by abandonment of his or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for will be subordinate to the lien of any first mortgage. Sale or transfer of any Lot will not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure will extinguish the lien of assessments as to payments which became due prior to the sale or transfer. No sale or transfer will relieve the Lot from liability for any assessments later becoming due or from the lien.

Article VI. ARCHITECTURAL CONTROL

No building, fence, wall or other structure may be commenced, erected or maintained on the Property, nor may any exterior addition to or change or alteration be made until the plans and specifications showing their nature, kind, shape, height, materials, and location have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove a design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Article VII. USE RESTRICTIONS AND EASEMENTS

Section 1. Use of the Property. The Property shall be solely and exclusively for single-family residences. No business activities shall be conducted by the Owners on the Property other than as may be lawfully incident to and in character with use as a single-family residence. In no event shall any business advertising be displayed on the Property.

No structure of a temporary character (trailer, basement, tent, shack, garage, barn or other outbuilding) is permitted on the Lots. In addition to the provisions hereof, all Lots are subject to all ordinances, zoning laws and other restrictions of the Town of Stettin.

Section 2. Building Restrictions. So long as Declarant owns any Lot, no buildings shall be erected, placed, or altered on any building Lot in the subdivision until the building plans, specifications, and plot plan showing the location of such building and driveway design has been approved in writing by the Declarant. So long as Declarant owns any Lot, landscaping and exterior lighting plans must be submitted for approval by the Declarant prior to their installation.

Section 2.1. House Requirements.

- (a) All structures must have a minimum of a two car attached garage. Attached garages must be an integral part of the dwelling and have a concrete floor area not less than 600 square feet nor greater than 1,200 square feet.
- (b) All structures must be set back a minimum of 133 feet from the centerline of Stettin Ridge Court.
- (c) Be a minimum of 1,800 square feet of living area with at least 1,300 square feet on the main level. Total living area may not include an exposed lower level.
- (d) Have a minimum of 8/12 pitch roof on the majority of roofed surface. An alternative pitch roof may be used upon prior written consent of the Association.
- (e) Siding material shall be vinyl, aluminum, cultured stone, cedar, masonry composite, stone, brick, fiber cement or EFIS. Exteriors must have a minimum 20% masonry component on the facade.
- (f) Exterior colors shall be earth/natural tones.

Section 2.2 Driveway.

- (a) Must be hard surface such as concrete, asphalt, or pavers.
- (b) Must be installed within one (1) year of the start of construction.

Section 2.3. Out Building.

- (a) Must be of matching design and quality as the house.
- (b) Must be no larger than the attached garage and located no closer to Stettin Ridge Court than the home.

- (c) For Lots 1 and 14 must be no closer to County Highway U than the home.
- (d) May not be used for outdoor furnaces that heat the single family residences.
- (e) Must be approved by the Association prior to construction.

Section 2.4. Landscaping.

- (a) Each Lot Owner shall create a lawn or other appropriate landscaping no later than the first growing season after substantial completion of construction of the residence thereon.
- (b) All grass, hedges, shrubs, vines and mass plantings of any type on any Lot contained within the property shall, at regular intervals, be mowed, trimmed, and cut so as to maintain the same in a neat and attractive manner.

Section 2.5. Exterior Lighting.

- (a) Exterior lighting on all Lots shall be of such focus and intensity so as not to cause excessive spillage to adjacent properties.
- (b) No spotlights are permitted for exterior lighting.
- (c) Light is to be decorative and soft in nature.

Section 2.6. Swimming Pools.

- (a) Swimming pools must be of the in-ground type and be enclosed with a fence made of maintenance free material.

Section 2.7. Mailboxes.

- (a) Initial mailboxes will be provided by the Declarant and thereafter approved by the Association. They will be of standard design and located together in groups to provide service to multiple Lots. No additional containers (such as newspaper) can be added to the structure or at any other location on the Property or in the street right-of-way. The ongoing maintenance will be the responsibility of the Owner of the corresponding Lot.

Section 2.8. Fences.

- (a) Lot Owners shall not install any fencing of any kind without the prior written approval of the Association.

Section 2.9. Grade.

- (a) So long as Declarant owns any Lot, the Declarant reserves the sole and exclusive right to establish grades and slopes on the Property, and to fix the grade at which any building shall be hereafter erected.

Section 3. Lot Size. All Lot sizes are described in the recorded plot map. There shall be no further subdivision on any individual Lot. Annexation of adjacent lots is allowable.

Section 4. Time Restrictions. The residence shall be completed on the exterior prior to the occupancy of the dwelling. Landscaping shall be substantially completed within the first growing season from the occupancy of the residence.

Section 5. Maintenance. The lawn around the residence on each Lot shall be covered with grass, trees, shrubs and flowers appropriate to the premises. All yards shall be maintained in a neat, clean, and orderly manner. The Owner of each Lot shall maintain the exterior of the same at his or her own expense in a good state of repair and cleanliness at all times. The Declarant and/or the Association reserves the right to clear and maintain any Lot that has been sold but not yet built on in the event the Lot Owner fails to maintain such Lot and to charge the Lot Owner for costs incurred.

Section 6. LP Gas Tanks.

- (a) LP tanks are preferred to be located underground.
- (b) LP gas tanks may be maintained above ground only if they are completely screened from street view by aesthetically pleasing and appropriate landscaping and are approved by the Association prior to installation. Appropriate landscaping includes any, or a combination of, the following: retaining walls to set the tank lower than the surrounding area (below or partially below plain view from street level), plants, and screens/fences. Retaining walls and/or plants should screen 75% or more of the view while screens/fences should be used to screen no more than 25% of the view. Visual exposure of LP tanks to the outside perimeter, away from the street, is acceptable.

Section 7. Exterior. No Lot Owner shall erect or maintain clothes lines, clothes poles, television antenna, radio antenna, or any other device which projects permanently out of the ground or the exterior of the residence. TV dishes shall be no larger than 31" diameter. All items must be stored inside the residence.

Section 8. Nuisance. No part of the Property shall be used or occupied injuriously to affect the use, or value, of the adjoining or adjacent Property for residential purposes, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 9. Animals. Only house pets shall be allowed on each Lot, such as housedogs, cats, fish and tropical birds. Prohibited breeds include Pit Bulls, Doberman, Rotweiler, and German Shepherds. No farm animals or the like shall be allowed on any Lot on the Property. All pets must be kept indoors. Pet houses, pet fences, exercise runs or kennels should be kept out of clear view. Each pet in a residence must be owned only by the Owner(s) of that particular Lot. Pets must be attended to when outside the residence. It is the responsibility of the pet Owner to properly dispose of droppings. Invisible fences for pet confinement are permitted. Barking and/or animal noises must be controlled by pet owner so that they do not become an annoyance or nuisance to the neighborhood.

Section 10. Debris. No Lot shall be used for the storage, placement or dumping of garbage, junk, car or machinery parts or other debris or materials, and all Lots shall be kept in a neat, clean and orderly condition and appearance. Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot.

Section 11. Connection to Power Utilities. No overhead electrical, telephone, utility power lines or cables shall be allowed on any Lots on the Property. All such lines or cables shall be buried in the ground in conformity with standards and practices in effect when such are laid out or constructed.

Section 12. Tree Removal. No mature trees shall be cut down on the Lots on the Property unless necessary for the construction of residence thereon or improvements thereto, such as roads, driveways, patios, or decks and approved in advance by the Association. No trees shall be cut within 10 feet of side Lot and 20 feet of back Lot lines unless such tree is dead, decayed, or diseased, or presents a safety or health hazard to the area and approved by Association.

Section 13. Motor Vehicles. No Owner or occupant of any Lot shall keep or cause to be kept thereon any motor vehicle which is not registered to be legally operated upon the highways of the State of Wisconsin, specifically, but not by way of limitation, stock or racing motor vehicles and junk motor vehicles. No Lot Owner shall store or park for extended period of time any boat, snowmobile, motorcycle, all-terrain vehicle, trailer, motor home, camper or any piece of hobby or recreational equipment or vehicle outside of the building on his or her Lot. Extended period of time is defined as one week. All motor vehicles and recreational vehicles must be stored inside.

Section 14. Public Improvements. Declarant, its successors and assigns, reserves and is hereby granted the exclusive right to grant consents and to petition the proper authorities for any and all street improvements such as grading, seeding, tree planting, sidewalks, paving, sewer and water installation, whether it be on the surface or subsurface, so long as one or more of the Lots is owned by Declarant. Each Lot Owner agrees to and does hereby consent to and affirm any agreements that may be entered into between Declarant and public authorities with respect to the installation of improvements.

Any damage caused by the Lot Owners or their invitees, including contractors to sidewalks, curbs, or other public improvements during construction to the structure on the Lot must be replaced by the Lot Owner at Lot Owner's expense.

Article VIII. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to proceed at law or in equity against any person or persons violating or attempting to violate the covenants and restrictions herein to compel compliance or to prevent such violation or breach by obtaining a permanent injunction. Any and all costs, including reasonable attorney fees incurred by a party in enforcing these covenants, conditions, reservations, and restrictions shall be paid by the Lot Owner in violation of such provisions and such costs shall be a lien upon the Lot of the violator until paid. Failure by the Association or by any Owner to enforce a covenant or restriction will not be deemed a waiver of the right to do so.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will not affect any other provisions, which will remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration will run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for five (5) successive periods of ten (10) years each unless prior to the end of the initial period or any successive period, an instrument signed by sixty percent (60%) of the then present Lot Owners has been recorded terminating or amending the same in whole or in part. This Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of sixty percent (60%) of the members.

IN WITNESS WHEREOF, this Declaration has been executed on the day, month, and year first written above.

Stettin Ridge, LLC, a Wisconsin
limited liability company