

Lands, Inc., a Minnesota Corporation

- to -

The Public
KINNI HEIGHTS
Clifton, Wisconsin

**DECLARATIONS OF COVENANTS
CONDITIONS AND RESTRICTIONS**

Dated: April 5, 1994
Recorded: April 12, 1994
at 8:45 a.m.
In Volume 297, pages 635-639
Document Number: 354271

**DECLARATIONS OF COVENANTS
CONDITIONS AND RESTRICTIONS**

PREAMBLE

Lands, Inc., a Minnesota Corporation, as "seller-owner" owner of the following described real property located in Pierce County State of Wisconsin and recorded in Volume 4 of the following Certified Survey Maps: Lots 1 through 4 Page 37 Document Number 339532; Lots 5 and 6 Page 38 Document Number 339533; Lots 7 through 10 Page 39 Document Number 339534; Lots 11 through 14 Page 43 Document Number 340079 being a part of the east 1/2 of the east 1/2 of Section 8 and the west 1/2 of the west 1/2 of Section 9, T27N, R19W, Town of Clifton, hereafter referred to as Kinni Heights, hereby makes the following declarations as to limitations, restrictions and uses to which the said real property may be used, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law and be binding upon all parties and all persons claiming under them for the benefit of all future owners of said lots, this declaration of restrictions being designed for the purpose of maintaining property values and creating a uniform and suitable residential development.

ARTICLE I

Land Use and Building Type

The real property shall be used only for single family residential purposes. No buildings shall be erected, altered, placed or permitted on the property except permanent new construction and there shall be only one single family residence on each lot.

No construction shall be commenced, erected or maintained upon said property, nor shall any exterior addition to or change or alteration therein be made that is not regarded as generally good architectural design demonstrating a sensitivity to the landscape through the use of natural looking materials of earth tone color, and a shape and height of the construction that is compatible with the topography and existing vegetation.

ARTICLE II

Architectural Committee

Section 1. Membership. From and after the date hereof, there shall exist an Architectural Committee. The Architectural Committee shall be composed of appointees of Lands, Inc at its sole discretion, who shall serve as the Architectural Committee until the conveyance of the last lot in Kinni Heights, at which time the Committee shall consist of three Kinni Heights property owners.

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St. Croix Valley Title Services, Inc.

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Section 2. Power and Right. The committee shall have the power and right to employ inspectors to insure that proper building standards are maintained. The inspector or inspectors as designated from time to time by the committee shall operate pursuant to rules approved by the committee.

Section 3. Architectural Liability. The Architectural Committee shall be concerned about aesthetic characteristics only and does not assert architectural expertise. In the course of its duties, the Architectural Committee may request certain design modifications in the interest of producing an overall improvement more complimentary or compatible with Kinni Heights. It is the sole responsibility and duty of the lot owner to employ an architect or other person to design the requested modifications in a safe and architecturally sound manner. Each owner of any interest in Kinni Heights, his heirs, successors, or assigns, as a condition of his ownership, waives any right to damages which result from architectural designs and changes requested by the Architectural Committee. Except as limited herein, neither the Seller-Owner nor the Architectural Committee shall be liable to anyone in damages, who has submitted plans for approval, or to any lot owner by reason of mistake in judgement, negligence or non-feasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such plans. In the event the Seller-Owner or the Architectural Committee shall fail to discharge their respective obligations under the Declaration, then any owner of a lot in Kinni Heights may bring an action to compel the discharge of said obligation. Such an action shall be the exclusive remedy of any owner of a lot in Kinni Heights for failure of the Committee or of the seller-owner to discharge such obligation.

ARTICLE III
Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on said property except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and further providing that they are properly restrained so as not to create a nuisance or annoyance for other property owners.

ARTICLE IV
Garbage and Refuse Disposal

Said property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and kept either (a) within the garage or (b) be shielded from public view.

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ARTICLE V
Storage Buildings

Only one storage building, shed, barn or other out-building less than 2,000 square feet in area will be allowed. The plan must receive architectural approval by the Architectural Committee as hereinafter provided. All storage buildings shall have an exterior finish identical to the residence unless otherwise approved.

ARTICLE VI
Care and Maintenance of Lots

Section 1. Tree Cutting. Property owner shall not remove more than twenty-five percent (25%) of the standing live trees at any point in time on a lot without the express written permission of Seller-Owner.

Section 2. Conservation Practices. Property owner shall be responsible for proper conservation practices which shall include but not be limited to weed control, water run-off and erosion control as reasonably established by the Pierce County Soil and Water Conservation District. Property owner shall be responsible for seeing that drainage of surface water is not changed so as to adversely affect other properties.

Section 3. River Frontage Lots. In order to provide a reasonable view of the river from the property without unduly interrupting the continuity of the vegetation in the area and to assure that structures are reasonably inconspicuous from the river in the summer:

A. Not over 25% of the standing live trees having a trunk size in excess of eight inches in diameter measured 4 1/2 feet from the ground may be removed from the view corridor between the dwelling and the river.

B. No homes may be built on stilts or projecting over the edge of the cliff on Lots 5, 6, 7 or 8.

ARTICLE VII
Utilities, Easements and Road Right-of-Way

Section 1. Utilities. All permanent utilities shall be underground.

Section 2. Setbacks. All dwellings shall be setback on the lot a minimum of 100 feet from the center of the roadway serving said lot.

Section 3. Road. Unless and until it is accepted as a public street by the Clifton Town Board, Outlot 1 identified as "future 1128th Street" on the composite of Certified Survey Maps shall be a private road which is to be maintained at the expense and for the benefit of the owners of the lots which it serves.

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ARTICLE VIII
Enforcement of Easements, Restrictions, and Covenants

Section 1 Persons Authorized. Each of the easements, restrictions, and covenants as set forth herein shall be enforceable by the Clifton Town Board or by any of the owners of any lot which is benefitted by such easement, restriction, or covenant, or any of the respective successors in title, but no other person shall have any right to enforce any such easements or restrictions and covenants, nor shall any other person, other than such owner, the owner's tenants, invitees, and licensees, have any interests in the easements, restrictions, and covenants hereby created and declared. Nothing contained here shall constitute a dedication of any interest in such easements, restrictions, and covenants to the public or give members of the public any rights hereunder. The failure of any owner to enforce any of the easements or restrictions and covenants herein contained shall in no way be deemed a waiver of the right to do so thereafter.

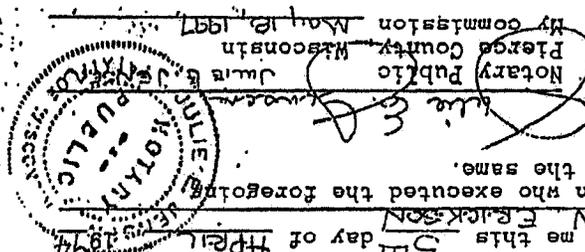
Section 2 Remedies for Violation. In the event of any violation or attempted or threatened violation of the terms hereof, or any interference or attempted or threatened interference with the easement rights herein granted, each of the easements, restrictions, and covenants may be enforced by a proceeding at law or in equity, or both. If any person shall elect to enforce the terms hereof by a proceeding in equity, such person may petition for a restraining order or injunction, temporarily or permanent, prohibiting such violation or interference and demanding compliance with the provisions, which restraining order and injunction shall be obtainable upon proof of the existence of such violation or interference, and without the necessity of proof of the inadequacy of legal remedies or irreparable harm.

Section 3 Cost of Enforcement. If any of the easements or restrictions and covenants created herein are enforced by appropriate proceedings by any owner, and if such owner shall prevail in any such proceedings, such owner shall be reimbursed for all or any part of the costs incurred by such owner in the enforcement thereof, including but not limited to reasonable attorney's fees, costs, and expenses.

Section 4 Invalidation. Invalidation of any of these covenants or restrictions by judgement or by court order shall not affect any of the other provisions which shall remain in full force and effect.

St. Croix Valley Title Services, Inc.

THIS DOCUMENT DRAFTED BY
Dennis W. Erickson
143 St. Croix Trail South
Lakeband, Mn 55043



Personally came before me this 5th day of April, 1994

Dennis W. Erickson

to me known to be the person who executed the foregoing instrument and acknowledged the same.

County of Pierce)

ss.

STATE OF WISCONSIN)

OWNER-SMITHER LANDS, INC.
By Dennis W. Erickson, President

IN WITNESS WHEREOF, the parties hereto have caused this declaration to be executed at River Falls, Wisconsin, this 5th day of April, 1994.

These restrictions and covenants are to run with the land and shall be binding upon the parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a seventy-five (75) percent majority of the then owners of the lots has been executed and recorded agreeing to change.

Article IX
TERM

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**FIRST AMENDED AND RESTATED DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

**KINNI HEIGHTS
Clifton, Wisconsin**

PREAMBLE

Lands, Inc., a Minnesota Corporation, as "seller-owner", owner of the following described real property located in Pierce County, State of Wisconsin and recorded in Volume 4 of the following Certified Survey Maps: Lots 2 through 4 Page 37 Document Number 339532; Lots 7 through 10 Page 39 Document Number 339534; Lots 11 through 14 Page 43 Document Number 340079 and Lee E. Sheehy and Linda J. Jadwin, individuals, as owners of Lots 5 and 6 Page 38 Document Number 339533; being a part of the east 1/2 of the east 1/2 of Section 8 and the west 1/2 of the west 1/2 of Section 9, T27N, R19W, Town of Clifton, hereafter referred to as Kinni Heights, hereby makes the following declarations as to limitations, restrictions and uses to which the said real property may be used, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law and be binding upon all parties and all persons claiming under them for the benefit of all future owners of said lots, this declaration of restrictions being designed for the purpose of maintaining property values and creating a uniform and suitable residential development. This FIRST AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS does not void the original DECLARATIONS OF COVENANTS AND CONDITIONS recorded on April 12, 1994 as Document No. 354271 which shall remain in full force and effect as relates to Lot 1 located in Pierce County, State of Wisconsin and recorded in Volume 4 of Certified Survey Map; Lot 1 found on page 37, Document No. 339532.

ARTICLE I

Land Use and Building Type

The real property shall be used only for single family residential purposes. No buildings shall be erected, altered, placed or permitted on the property except permanent new construction and there shall be only one single family residence on each lot.

No construction shall be commenced, erected or maintained upon said property, nor shall any exterior addition to or change or alteration therein be made that is not regarded as generally good architectural design demonstrating a sensitivity to the landscape through the use of natural looking materials of earth tone color, and a shape and height of the construction that is compatible with the topography and existing vegetation.

ARTICLE II

Architectural Committee

Section 1. Membership. From and after the date hereof, there shall exist an Architectural Committee ("Committee"). The Architectural Committee shall be composed of appointees of

Lands, Inc. at its sole discretion, who shall serve as the Architectural Committee until the conveyance of the last lot in Kinni Heights, at which time the Committee shall consist of three Kinni Heights property owners.

Section 2. Power and Right. The Committee shall have the power and right to employ inspectors to ensure that proper building standards are maintained. The inspector or inspectors as designated from time to time by the Committee shall operate pursuant to rules approved by the Committee.

Section 3. Architectural Liability. The Architectural Committee shall be concerned about aesthetic characteristics only and does not assert architectural expertise. In the course of its duties, the Committee may request certain design modifications in the interest of producing an overall improvement more complimentary or compatible with Kinni Heights. It is the sole responsibility and duty of the lot owner to employ an architect or other person to design the requested modifications in a safe and architecturally sound manner. Each owner of any interest in Kinni Heights, his heirs, successors, or assigns, as a condition of his ownership, waives any right to damages which result from architectural designs and changes requested by the Committee. Except as limited herein, neither the Seller-Owner nor the Committee shall be liable to anyone in damages, who has submitted plans for approval, or to any lot owner by reason of mistake in judgement, negligence or non-feasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such plans. In the event the Seller-Owner or the Committee shall fail to discharge their respective obligations under the Declaration, then any owner of a lot in Kinni Heights may bring an action to compel the discharge of said obligation. Such an action shall be the exclusive remedy of any owner of a lot in Kinni Heights for failure of the Committee or of the Seller-Owner to discharge such obligation.

ARTICLE III Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on said property except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and further providing that they are properly restrained so as not to create a nuisance or annoyance for other property owners.

ARTICLE IV Garbage and Refuse Disposal

Said property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and kept either (a) within the garage or (b) be shielded from public view.

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ARTICLE V
Storage Buildings

Only one storage building, shed, barn or other out-building less than 2,000 square feet in area will be allowed. The plan must receive architectural approval by the Architectural Committee as hereinafter provided. All storage buildings shall have an exterior finish identical to the residence unless otherwise approved.

ARTICLE VI
Care and Maintenance of Lots

Section 1. Tree Cutting. Property owner shall not remove more than twenty-five (25%) of the standing live trees at any point in time on a lot without the express written permission of Seller-Owner.

Section 2. Conservation Practice. Property owner shall be responsible for proper conservation practices which shall include but not be limited to weed control, water run-off and erosion control as reasonably established by the Pierce County Soil and Water Conservation District. Property owner shall be responsible for seeing that drainage of surface water is not changed so as to adversely affect other properties. Hunting and trapping are prohibited.

Section 3. River Frontage Lots. In order to provide a reasonable view of the river from the property without unduly interrupting the continuity of the vegetation in the area and to assure that structures are reasonably inconspicuous from the river in the summer:

- A. Not over 25% of the standing live trees having a trunk size in excess of eight inches in diameter measured 4 1/2 feet from the ground may be removed from the view corridor between the dwelling and the river.
- B. No homes may be built on stilts or projecting over the edge of the cliff on Lots 5, 6, 7 or 8. "Cliff" shall be defined by reference to the requirements of the Pierce County Zoning Ordinance relating to a slope of 20% or more.

Section 4. Signage. Marker monuments and similar signage or structures are prohibited except as required by governmental bodies and except for temporary signs required to market the property.

Section 5. Road Maintenance. Lands, Inc. shall maintain and plow the access road until a governmental body accepts the road as a public road. The owners of each platted Lot for Lots 2 through 12 is responsible to pay one-eleventh (1/11th) of maintenance costs which shall include grading to maintain a relatively smooth surface, dust control, filling in holes and ruts, and adding gravel as needed. Upgrading the road to meet County standards for accepting such road as a public road shall be paid by Lands, Inc. and shall be excluded from maintenance.

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ARTICLE VII
Utilities, Easements and Road Right-of-Way

Section 1. Utilities. All permanent utilities shall be underground.

Section 2. Setbacks. All dwellings shall be setback on the lot a minimum of 100 feet from the center of the roadway serving said lot.

Section 3. Road. Unless and until it is accepted as a public street by the Clifton Town Board, Outlot 1 identified as "future 1126th Street" on the composite of Certified Survey Maps shall be a private road which is to be maintained at the expense and for the benefit of the owners of the lots which it serves.

Section 4. Unimproved Footpath. The fee owners of the real estate subject to this declaration are hereby granted a four foot (4') wide private easement for an unimproved footpath access along the Northwesterly Lot Line of Lot 5 which runs from the intersection of said northwesterly lot line and the Proposed Roadway southwesterly to the Northwest corner and from there to the origination point of the spring which originates at or near this point and from said origination point, alongside the spring to its confluence with the Kinnickinnic River at a point approximately one hundred feet (100') east of the West Line of Lot 5. This easement must be used in such a manner as to protect the quietude of the owner(s) of Lot 5 and is restricted to use by the owner(s) and guest(s) accompanied by owner(s) of Lots 2 through 14 as shown on Exhibit A-3. This easement may not be used by motorized or non-motorized vehicles, groups of larger than ten (10) people, animals other than domesticated house pets on a leash, and by people creating amplified sounds or music in any form. Property owners of Lots 2 through 14 agree, as a condition to use of the easement by themselves and their guests, on behalf of themselves and their guests that the owner(s) of Lot 5 has/have no duty to maintain or keep safe the pathway. Property owners of Lots 2 through 14 waive any and all claims, damages, or costs which may arise out of their use and/or their permitted invitees' use of the easement. Each such owner hereby agrees to indemnify and hold harmless the owner(s) of Lot 5 for any and all claims, damages, costs, including reasonable attorneys' fees and costs of defense of any claim, arising out of use of this easement by such owner and/or its permitted invitees. Property owner(s) also agree to cooperate in ensuring that no member of the public uses this easement and that all use of this easement shall be in full and strict compliance with the conditions and restrictions of the easement. Upon a majority vote of the ownership of Lots 2 through 14, liability insurance may be purchased to protect against claims or damages arising out of any use of this easement.

In the event that the owner of the Lot 5 is unable to secure financing from a lender for a house on the lot because of the above referenced easement, within sixty (60) days of written request made to Seller, or owners of Lots 2 through 14, the easement shall be modified to the extent required by such lender.

ARTICLE VIII
Enforcement of Easements, Restrictions and Covenants

Section 1. Persons Authorized. Each of the easements, restrictions, and covenants as set forth herein shall be enforceable by the Clifton Town Board or by any of the owners of any lot which is benefitted by such easement, restriction, or covenant, or any of the respective successors in title, but no other person shall have any right to enforce any such easements or restrictions or covenants, nor shall any other person, other than such owner, the owner's tenants, invitees, and licensees, have any interests in the easements, restrictions, and covenants hereby created and declared. Nothing contained here shall constitute a dedication of any interest in such easements, restrictions, and covenants to the public or give members of the public any rights hereunder. The failure of any owner to enforce any of the easements or restrictions and covenants herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 2. Remedies for Violation. In the event of any violation or attempted or threatened violation of the terms hereof, or any interference or attempted or threatened interference with the easement rights herein granted, each of the easements, restrictions, and covenants may be enforced by a proceeding at law or in equity, or both. If any person shall elect to enforce the terms hereof by a proceeding in equity, such person may petition for a restraining order or injunction, temporarily or permanent, prohibiting such violation or interference and demanding compliance with the provisions, which restraining order and injunction shall be obtainable upon proof of the existence of such violation or interference, and without the necessity of proof of the inadequacy of legal remedies or irreparable harm.

Section 3. Cost or Enforcement. If any of the easements or restrictions and covenants created herein are enforced by appropriate proceedings by any owner, and if such owner shall prevail in any such proceedings, such owner shall be reimbursed for all or any part of the costs incurred by such owner in the enforcement thereof, including but not limited to reasonable attorney's fees, costs, and expenses.

Section 4. Invalidation. Invalidation of any of these covenants or restrictions by judgment or by court order shall not affect any of the other provisions which shall remain in full force and effect.

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ARTICLE IX
Term

These restrictions and covenants are to run with the land and shall be binding upon the parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a seventy-five (75) percent majority of the then owners of the lots has been executed and recorded agreeing to change.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed at River Falls, Wisconsin, this 24th day of June, 1994.

OWNERS OF LOTS 5 AND 6

OWNER-SELLER
LANDS, INC.

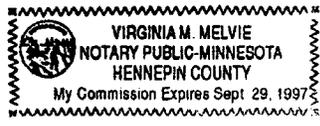
By: [Signature]
Linda J. Jadwin

By: [Signature]
Dennis W. Erickson
Its President

By: [Signature]
Lee E. Sheehy

STATE OF MINNESOTA)
: ss.
COUNTY OF HENNEPIN)

Personally came before me this 24th day of June, 1994, the above-named Lee E. Sheehy and Linda J. Jadwin, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



[Signature]
NOTARY PUBLIC in and for the
State of Minnesota, County of Hennepin
My Commission Expires: 09-29-97

STATE OF MINNESOTA)
: ss.
COUNTY OF HENNEPIN)

Personally came before me this 24th day of June, 1994, the above-named Dennis W. Erickson, President of Lands, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]
NOTARY PUBLIC in and for the
State of Minnesota, County of ~~Hennepin~~ WASHINGTON
My Commission Expires: MAY 17 1999