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DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES M. MRDUTT

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**DECLARATION OF
COVENANTS AND RESTRICTIONS**

RETURN TO : 33
Ruder Ware, L.L.S.C.
Attn: Joseph R. Mirr
P.O. Box 187
Eau Claire, WI 54702-0187

Parcel Identification Numbers: 016-1208-02-000; 016-1208-03-000; 016-1208-04-000; 016-1208-05-000; 016-1208-06-000; and 016-1208-07-000

Pinnacle East, Inc., a Wisconsin corporation ("Developer") does hereby enact the following restrictions and covenants for the Property defined below.

These restrictions and covenants are to run with the land and shall be binding on all parties who acquire an interest in any part of the Property. The purpose of this agreement, in part, is to provide for maintenance of a green space located in Pinnacle East, as shown in the plat for said subdivision.

ARTICLE 1 - Definitions. As used herein:

Section 1.1 "Association" means Pinnacle East Homeowner's Association, Inc., a Wisconsin nonstock nonprofit corporation.

Section 1.2 "Building Envelope" means the area lying within fifteen feet (15') of the foundation of any building.

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Section 1.3 "Developer" means: Prior to the initial sale of all of the Lots, Pinnacle East, Inc., or any successor thereto, or any persons or entities appointed as successor Developer in a writing executed on behalf of Developer and filed in the office of the Register of Deeds of Dunn County, Wisconsin; and

After the initial sale of all of the Lots, the Association.

Section 1.4 "Green Space" means Outlot 1 of the Property, as shown on the recorded plat thereof.

Section 1.5 "Lot" means any of Lots 1-5 of the Property, as shown on the recorded plat thereof.

Section 1.6 "Outlot" means Outlot 1 of the Property, as shown on the recorded plat thereof.

Section 1.7 "Owner" shall mean each purchaser of a Lot, whether one or more, and his, her, or their successors in interest.

Section 1.8 "Property" means the following real estate in Dunn County, Wisconsin:

Lots 1, 2, 3, 4, and 5 and Outlot 1 of Pinnacle East, a subdivision of lands located in the NW ¼ -NW ¼ and the SW ¼ - NW ¼ of Section 15, Township 27 North, Range 13 West, being all of Lot 2, Certified Survey Map 2990, recorded in Volume 13, Page 150.

Section 1.9 "Office of the Register of Deeds" means the office of the Dunn County, Wisconsin Register of Deeds.

ARTICLE 2 - Term.

These restrictions and covenants will run with the Property and will be binding for a period of twenty-five years from the date this Declaration is recorded in the Office of the Register of Deeds. After the expiration of said twenty-five year term, these covenants and restrictions will automatically be extended for successive periods of ten years, unless an instrument signed by the then owners of two-thirds of the Lots has been recorded, agreeing to terminate or modify these covenants and restrictions. However, no such agreement to terminate or modify will be effective unless made and recorded not less than six months in advance of the effective date of such termination or modification, and unless written notice of the proposed agreement is given to the owners of each Lot at least ninety days in advance of any action taken.

ARTICLE 3 - Architectural Control.

No building or structure shall be erected, materially altered or placed on any Lot or Lots until the plans, specifications and site development plan therefore showing the location and size of the dwelling or other proposed construction, the elevations thereof, erosion control plans, and indicating style, quality, materials, topography, setbacks, finish grade elevation, and location of culverts and driveways (collectively, "Plans") are approved in writing by Developer or Developer's designated representative in charge of architectural control. If Developer or Developer's designated representative in charge of architectural control fails to approve or disapprove of Plans within 30 days after complete Plans have been submitted to Developer or its said representative, the same shall be deemed to be approved. One copy of Plans submitted for approval shall be left with and shall be the property of Developer for its permanent files. Any variations from approved Plans must be filed with and approved by Developer. No construction or excavation shall be commenced on any Lot or Lots until Plans are approved as provided herein and a copy of any required building permit and erosion control plans are provided to Developer.

The purpose of having architectural control is to enhance and preserve the value of all Lots and the improvements thereon. Accordingly, Developer is given discretion to approve or disapprove any plans, specifications and site development plans.

Each submittal for approval shall indicate if any proposed building or structure is to be a modular or preconstructed unit. Developer may withhold approval for any building or structure solely on the grounds that it is modular or preconstructed.

No temporary house and no temporary storage building, shack, mobile home, barn or other outbuilding shall be erected or placed upon any Lot. No permanent storage buildings shall be erected on any Lot which has a floor area greater than an aggregate of 200 square feet, and which does not have an external design which is in harmony with the residential building located on the Lot.

ARTICLE 4 - No Subdivision; Transfer as One Unit.

Each Lot shall be used for single family residential purposes only and no Lot shall be further subdivided. Any sale, conveyance, or other transfer of a Lot except any involuntary transfer shall only be as one parcel of real estate.

ARTICLE 5 - Commencement and Completion of Construction.

The construction of the residence and other improvements on a Lot, including a lawn, shall be completed within two (2) years of commencement of construction of the residence.

ARTICLE 6 - Dwelling Quality and Size.

All dwellings shall be constructed of a quality of workmanship and materials that satisfies or exceeds all applicable building codes. The foundation size of each dwelling, exclusive of garages, porches, decks or breezeways shall be as follows:

- (a) Not less than 1,500 square feet for a one-story dwelling;
- (b) Not less than 1,200 square feet for any two-story dwelling;
- (c) Not less than 1,500 square feet for a split level dwelling; and
- (d) Not less than 1,300 square feet for a one and one-half story dwelling.

Developer shall have the exclusive right to reasonably determine what constitutes a one-story or a multi-story dwelling, and whether the size requirements are met by any proposed dwelling. No earth homes or domes homes are allowed.

ARTICLE 7 - Garages.

Each dwelling on a Lot or Lots shall be designed and constructed with an attached garage either forming an integral part of the dwelling or connected to the dwelling by a porch or breezeway not exceeding fourteen feet (14') feet in width. Each garage shall be built at the same time as the dwelling to which it is attached, and each garage shall be built to accommodate not less than two and not more than three vehicles and shall have a maximum area of 988 square feet. Each garage shall be set back twenty or more feet from the face of the house. Each Owner is encouraged to rotate garage orientation to the side of the Lot away from the street.

ARTICLE 8 - Landscaping.

The total ground area of each Lot not covered by the dwelling and other improvements, paved driveways, or wood lot shall be maintained as a green area or lawn and landscaped with grass, trees, shrubs or other appropriate planting and shall be completed within one year of commencement of construction of the residence.

ARTICLE 9 - Signs, Rubbish, and Receptacles.

No signs or other advertising shall be displayed on any Lot, except as follows:

- (a) one entry sign, not exceeding two square feet, indicating the address of the Lot is permitted on each Lot at the driveway entrance. Permitted entry signs shall incorporate the mailbox and newspaper receptacle, if any, and shall complement the color and style of the dwelling on the Lot;

(b) customary real estate "for rent" and "for sale" signs of a size not larger than 3 feet by 2 feet are allowed; and

(c) home security signs are permitted.

No refuse pile or unsightly objects shall be allowed to be placed or to remain in any Lot. Any fuel and other tanks must be buried or walled sufficiently to conceal them from view from other Lots, roads, or streets. Garbage cans and waste receptacles, compost bins or structures, recyclable materials, and recycling receptacles shall be stored inside or, if stored outside, concealed within decorative fences or structures as approved by Developer. If curbside pick-up or garbage, waste, or recyclable materials is allowed by governing municipalities, all receptacles for same shall be removed from the curbside within 12 hours of pickup. Any brush or timber which is cut on a Lot shall be promptly removed, provided, however, that the provisions of this Article shall not prevent the neat and orderly storage of firewood on a Lot. Debris, garbage, and construction waste shall be promptly removed.

ARTICLE 10 - Stockpiling of Fill.

No dirt or fill shall be removed from the Property without the approval of Developer. Any dirt or fill excavated from any Lot on the Property shall be stockpiled on the Outlot at such location as directed by Developer. Stockpiled dirt and fill on the Outlot may be used by Developer as necessary for improvement of the Outlot.

ARTICLE 11 - Nuisances.

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners or occupants of other Lots. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets so long as they are not kept, bred or maintained for commercial purposes, or allowed to annoy the owners or occupants of other Lots.

No Lot shall be allowed to appear in an unclean, untidy, or obnoxious condition, nor shall any substance, junk, or material be kept on any Lot that will emit a foul or obnoxious odor, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the owners or occupants of any Lots. In accordance with this concept, exterior lighting shall not be directed in such manner as to create a nuisance to the owners or occupants of other Lots.

ARTICLE 12 - Towers, Antennas, and Satellite Dishes.

No exterior towers or television antennas more than 24 feet in height or more than 10 feet from a dwelling shall be erected or maintained on any Lot. No satellite dishes or discs greater than 24 inches in diameter shall be erected or maintained on any Lot. Notwithstanding the foregoing, no exterior towers, antennas, or satellite dishes or discs shall be located in the front

yard of any Lot, and any such item located in a side yard or rear yard shall comply with all applicable county or local setback requirements.

ARTICLE 13 - Exterior Lighting.

Minimal exterior lighting is recommended to reduce the visual impacts associated with lighting. One low-level light with a hidden source is allowed at each driveway entrance for the purpose of locating the entrance and entryway sign. Lighting outside the building envelope and visible light sources (light poles) are prohibited. Side lighting within the building envelope is allowed provided that it is down directed, non-glare lighting that does not disturb neighboring Lots. All exterior lighting should be directed, low intensity lighting and must be approved by Developer.

ARTICLE 14 - Utilities and Sewage Disposal.

All utility services, including, but not limited to, electricity, telephone, and cable television, shall be located below grade. Overhead utility lines are prohibited. Liquified petroleum (LP) tanks are allowed only if below ground or at grade. Each dwelling shall have a private sewage system, installed and maintained in accordance with all applicable laws and regulations.

ARTICLE 15 - Temporary Structures.

Structures of a temporary character, metal storage buildings, and buildings without foundations are prohibited on any Lot.

ARTICLE 16 - Vehicles, Mobile Homes, and Trailers.

No commercial vehicles, mobile homes, motor homes, recreational vehicles, or trailers, including travel trailers and tent campers, may be stored or parked on any portion of any Lot, except in an enclosed garage. Notwithstanding the foregoing, motor homes, travel trailers, and tent campers may be parked for not more than 14 consecutive days on a Lot. Commercial vehicles and construction trailers shall be allowed during construction of the residence on a Lot. Vehicles used in making deliveries or providing services to owners or occupants of a Lot may park on Lot for those purposes only.

ARTICLE 17 - Outside Storage.

Outside storage of any materials and equipment on a Lot shall be allowed only when properly screened in structures designed and located consistent with the overall character of the Property and approved by Developer. No gasoline storage tank shall be permitted on any Lot. These restrictions shall not apply to temporary storage of materials or temporary gasoline tanks during construction.

ARTICLE 18 - Hot Tubs and Spas; Swimming Pools.

Exterior hot tubs and spas shall be located in rear yards of Lots and shall not be visible from any street. Hot tubs and spas shall not exceed 72 inches in diameter if round or 76 inches by 76 inches if square or rectangular. Above ground swimming pools are not permitted. Below ground swimming pools shall not be visible from any street.

ARTICLE 19 - Ownership of Green Space; Use; Restrictions.

The Green Space shall be owned by the Association, and may not be partitioned. The Green Space is dedicated in perpetuity from further development and is set aside as a common open space for the use and enjoyment of the Owner of the Lots. The Green Space shall not be used for any commercial purpose. No building or other structure may be constructed or placed on the Green Space, provided, however, that the Association may construct or place limited use recreational facilities, such as gazebos and picnic shelters, on the Green Space. No motorized vehicles may be used or stored on the Green Space. No trees or brush may be cut on the Green Space, except as approved by the Association. The Association may establish reasonable rules and regulations from time to time for the Green Space. The rights granted herein shall in no way create any right of access to or use of the Green Space in favor of the public.

ARTICLE 20 - Maintenance of Green Space.

Section 20.1 Until Developer has sold 60% of the Lots the Developer shall be responsible for and shall pay the cost of maintaining the Green Space and shall be responsible for the payment of real estate taxes assessed against the Green Space, if any. If Developer fails to maintain the Green Space or to for pay for said items, the Association may maintain the Green Space or pay for said items, and then bring suit against Developer for the cost thereof and for the costs of collection and interest, together with attorneys' fees.

Section 20.2 After Developer has sold 60% of the Lots:

(a) Each of the Lots and the Owners of such Lots, shall be liable for 1/5th of the cost of maintaining the Green Space. The Association shall assess the cost of such maintenance against the Lots and the owners of the Lots as provided in subsection (b), below. No owner of a Lot may exempt himself or herself or his or her Lot from liability for his or her contribution toward such costs by waiver or by abandonment of a Lot. No conveyance shall relieve a Lot of such liability. The grantor shall be jointly, severally and personally liable along with his grantee in any such conveyance for the assessments levied up to the date of conveyance, until all such assessments charged to the Lot have been paid.

(b) The Association shall annually review and if necessary assess each Lot 1/5th of the cost of maintaining the Green Space. An assessment may be made to pay for costs incurred or to be reasonably incurred in the future and for the funding of a maintenance fund as described in Article 21. The assessment shall be delivered personally to the owner or sent to the

Lot owner's last known mailing address. The assessment shall be a lien from the time it is so delivered or mailed. An assessment shall be paid to the Association within 30 days after it is delivered personally or is mailed to the Lot owner. All assessments, until paid, together with interest and actual costs of collection, constitute a lien on the Lot on which they are assessed. If a Lot owner is in default of payment of an assessment, the Association may bring suit to enforce collection of such assessment or to foreclose the lien therefore, and there shall be added to the amount due, the costs of collection and interest, together with attorneys' fees. The assessment shall bear interest at 12 percent per annum during such time as it is in default.

ARTICLE 21 - Maintenance Fund.

Section 21.1 A maintenance fund for maintenance of the Green Space shall initially be funded by Developer in the amount of \$100. Thereafter, through assessments, contributions or otherwise, the fund must be annually brought up to a balance of not less than \$100 or such greater value as the Association reasonably determines is needed to maintain the Green Space as required herein. The maintenance funds shall be accessible by the Town of Menomonie for emergency repairs to the Green Space or when the Association does not maintain the Green Space as required by Town of Menomonie Ordinances.

Section 21.2 By January 31 of each year, the Association shall provide all Owners and the Town of Menomonie Clerk with a financial report showing the opening balance, income, expenses, and the closing balance for the maintenance fund for the preceding calendar year.

ARTICLE 22 - Association.

Section 22.1 Each Owner and their successors shall be members of the Association. The Association shall operate in accordance with its bylaws.

Section 22.2 The Association shall contact for and oversee the repairs and maintenance of the Green Space as authorized under this instrument.

Section 22.3 The Association shall send to the Lot owners on or before July 1 of each year a written report of the Green Space maintenance and repairs undertaken, the costs and expenses incurred, and the assessments paid.

Section 22.4 The Association shall have a board of directors as provided in the bylaws of the Association. The initial members of the board of directors and their terms shall be: Patrick J. McCoy (three years); Cathleen P. McCoy (two years); and the Owner of the first Lot conveyed by Developer (one year). Their successors shall be elected or appointed as provided in the bylaws of the Association.

Section 22.5 It shall be the duty of the Association to take all actions necessary to see that the Green Space is maintained in good condition and repair and in compliance with all applicable laws, regulations, and ordinances, including, but not limited to Town of Menomonie

requirements for green spaces. The board of directors of the Association shall establish a stewardship plan for the Green Space complying with the requirements of Article 6.2(1) of the Town of Menomonie Ordinances.

Section 22.6 The board of directors of the Association shall inspect the Green Space not less than annually to make sure that it is in compliance with any long term maintenance plan for the Green Space established in accordance with Town of Menomonie requirements.

Section 22.7 The Association may assess for and maintain a maintenance fund as described in Article 21.

ARTICLE 23 - Protection for Mortgagees and Title examiners.

The owner of any mortgage made for value on a Lot or the land contract purchaser of a Lot, any attorney issuing an opinion as to the marketability of title to a Lot, and any title insurance company insuring the lien of an encumbrance against a Lot, may conclusively presume that no default in payment or other breach exists under this instrument if such mortgage or land contract is recorded in the Office of the Register of Deeds prior to a recording by the Association of a notice of claim of breach describing the nonpayment or other breach and the Lot or Lots affected thereby. No default in payment or other breach of any of the restrictions, covenants, conditions and reservations created by this instrument shall impair, defeat, or render invalid the lien or encumbrance of any mortgage or land contract made for value encumbering any Lot, which mortgages and land contracts are hereby declared to be prior and superior to the rights created in favor of any person or persons under and by virtue of this instrument; provided, however, that in the event of a foreclosure of any such mortgage or land contract, or if the holder of the debt secured by any such mortgages or land contracts acquires title to the Lot secured thereby in any manner whatsoever in satisfaction of such debt, then any purchaser at a sheriff's sale or any holder of such debt acquiring title as aforesaid agrees that the Lot so purchased or acquired shall immediately upon such purchase or acquisition become subject to each and all of the restrictions, covenants, conditions and reservations created by this instrument, but free from the effects of any breach occurring prior thereto.

ARTICLE 24 - Amendment or repeal.

As long as Developer is the owner of one or more of the Lots, the restrictions, covenants, conditions and reservations created by this instrument may be amended or repealed only by Developer. After such time as Developer is no longer an owner of one or more of the Lots, the restrictions, covenants, conditions and reservations created by this instrument may be amended or repealed by the majority of votes cast at any meeting of members of the Association. Any amendment of Articles 19, 20, or 21 of this instrument shall only be effective when approved by the Town of Menomonie. Any such amendment or repeal shall be effective when written notice thereof is recorded in the Office of the Register of Deeds.

ARTICLE 25 - Invalidity of Any Provision.

If any restriction, covenant, or condition contained in this instrument is determined by any court of competent jurisdiction to be invalid, such invalidity shall no way effect any other restriction, covenant, or condition contained herein.

ARTICLE 26 - Waiver.

No waiver of any of the restrictions, covenants, or conditions contained herein shall be effective unless made in writing by Developer. No waiver of a breach of any of the restrictions, covenants, and conditions contained herein shall be deemed to be or construed as a waiver of any succeeding breach or violation thereof or of any other breach of any other restriction, covenant, or condition contained herein.

ARTICLE 27 - Interpretation and Enforcement.

Any interpretation of these restrictions and covenants made by Developer in good faith shall be final and binding upon all persons interested. In the event of a violation or threatened violation of these covenants and restrictions Developer may, but shall not be required to, provide written notice of same to such persons or persons violating same. If such a written notice is given, no action to enforce these restrictions and covenants may be brought or maintained until at least 30 days after such notice is given by Developer.

In the event of a violation or threatened violation of these covenants and restrictions, Developer or any person claiming by, through, or under Developer, and the owner or owners of any Lot or any of them separately shall have the right to commence and prosecute an action at law or in equity in Dunn County, Wisconsin Circuit Court or any other court of competent jurisdiction: to compel compliance with these covenants and restrictions; to prevent or enjoin a threatened violation of these covenants and restrictions; and/or for monetary damages arising from such violation.

Should any owner or owners of a Lot, after receiving written notice of an alleged violation or threatened violation of these covenants and restrictions, fail, neglect or refuse to comply with these covenants and restrictions within 30 days of receipt of such notice, and thereafter Developer or any person claiming by, through, or under Developer, or the owner or owners of any Lot, or any of them separately, commence or prosecute an action as provided above, then the owner or owners of a Lot found to have violated or threatened to violate these covenants and restrictions shall be further responsible for the costs and expenses incurred in bringing and prosecuting such action, including reasonable attorneys fees.

The Town of Menomonie may enforce the provisions of Articles 19, 20, and 21 of this instrument as follows: in the event the Association does not fulfill its obligation to perform any of the work or to take any of the actions required by said articles, the Town of Menomonie, after

notifying the Association in writing 30 days prior of its intent to do so, may contract with others to perform such work or to take such action and thereafter assess the Association for cost thereof.

ARTICLE 28 - Noninterference.

Each owner of a Lot understands that Developer owns lands abutting the Property, described as: **Lot 1 of Dunn County Certified Survey Map #2990, being lands located in the NW ¼ -NW ¼ and the SW ¼ -NW ¼ of Section 15, Township 27 North, Range 13 West**, and that Patrick J. McCoy and Cathleen P. McCoy own lands described as: **Lot 5 of Dunn County Certified Survey Map #2587, being lands located in the SW1/4-NW1/4 of Section 15, Township 27 North, Range 13 West, as recorded in the Office of the Register of Deeds for Dunn County, Wisconsin in Volume 11 of Certified Survey Maps, page 127, as document number 481237**; (collectively, the "Future Development Lands"). Developer, Patrick J. McCoy and Cathleen P. McCoy intend to develop the Future Development Lands for residential purposes. By acceptance of ownership of a Lot, each Owner agrees that he or she will not object to or contest the right of Developer, Patrick J. McCoy, or Cathleen P. McCoy to develop the Future Development Lands for residential purposes.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on this 30TH day of March, 2007.

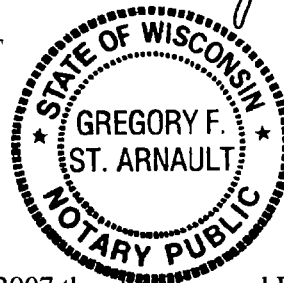
Pinnacle East, Inc.

By:

Patrick J. McCoy
Patrick J. McCoy, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS:
DUNN COUNTY)



Personally came before me this 30TH day of March, 2007 the above-named Patrick J. McCoy, who to me represented that he is the President of Pinnacle East, Inc., a Wisconsin corporation, and to me known to be the person who executed the foregoing instrument on behalf of said corporation, by its authority.

Gregory F. St. Arnauld
* GREGORY F. ST. ARNAULD
Notary Public
State of Wisconsin.
My commission expires: 9/28/08

*Print or type name of notary public.

This instrument was drafted by Attorney Joseph R. Mirr, of Ruder Ware, L.L.S.C., 402
Graham Avenue, P.O. Box 187, Eau Claire, WI 54702-0187.

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