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REGISTER OF DEEDS
COLUMBIA COUNTY

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LISA WALKER
REGISTER OF DEEDS

REC FEE: 23.00

Recording Area

Name and Return Address

Dean Baumgardner
Many Waters LLC
2866 Marledge Ct
Madison, WI 53711

March 24, 2005

**DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
AND CONDITIONS FOR THE PLAT OF MANY WATERS, FIFTH ADDITION,
TOWN OF CALEDONIA, COLUMBIA COUNTY, WISCONSIN**

MANY WATERS, LLC, a Wisconsin Limited Liability Company (the Developer), owner of real estate in the Town of Caledonia, Columbia County, Wisconsin, which has been platted as the plat of Many Waters (the Plat), or subsequent additions to the Plat, hereby declares that all of the lots in the Plat and other lands as shown in Exhibit "A" are subject to the following restrictions, covenants and conditions; and that all of such lots shall be conveyed and transferred subject to the covenants, restrictions and conditions set forth herein:

1. For all buildings to be erected on any lot subject to this Declaration, the plans, specifications and site plans for all such buildings must be submitted to the Board of Directors of the Many Waters Homeowners Association (Homeowners Association). The Board of Directors of the Homeowners Association shall have the authority to approve plans, specifications, site plans and other matters as set forth in this Declaration or to appoint a separate Architectural Review Committee (Committee) as it shall in its sole discretion, determine, which Committee shall have responsibility therefore. The intent of the review and approval is to promote quality of design, materials and harmony of exterior design including size, exterior colors, siding materials, location with respect to topography and finish grade elevation with respect to other lots and structures within the Plat and subsequent Additions, prior to commencement of any construction on any lot.

2. For each building erected on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved by the Committee, prior to commencement of construction. The approval by the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and projects, building reputation or any other reasons which would be similarly relied upon by a reasonably prudent businessperson developing a neighborhood of quality single family residences.

3. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all plot plans shall be kept by the Committee for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan shall give the Committee or any adjacent lot owner within the Plat a cause of action against the person violating such grading plan for injunctive relief or damages as appropriate.

4. All lots in the plat shall be used only for single family residential purposes, except that the Developer may continue to use lands owned by the Developer for present agricultural and recreational purposes and uses. No lot once platted shall be further divided to create an additional buildable lot. The following minimum floor area requirements shall apply to all single family residential buildings erected on any lots subject to this Declaration:

- a. Single-story buildings shall have a minimum of 1,500 square feet.
- b. Two-story buildings shall have a minimum of 1,800 square feet.
- c. Raised ranch, bi-level, or tri-level buildings shall have a minimum of 1,500 square feet.
- d. The above minimum requirements may be waived by the Committee in the event the proposed architecture and quality of the house is such as to present an appearance compatible with other houses in the Plat.

For the purposes of determining floor area, stair openings shall be included, but open porches, screened porches, garages and basements, even if the basements are finished or partially exposed, shall be excluded.

5. All single family residential buildings must have an attached garage containing not less than two (2) or more than four (4) automotive garage stalls.

6. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Committee, as previously set forth.

7. It is the intent of this Declaration to create a high quality development exhibiting a rustic character. As such, the use of natural wood and stone materials is encouraged on exterior walls of buildings. Earth tone colors are also recommended. The exterior treatment and colors of buildings will be considered by the Committee as part of the design review and approval process.

8. In keeping with the high quality development standards, each building erected on a lot using a conventional below-grade septic system shall have sufficient land set aside and reserved for an auxiliary drainage field should the primary drainage field fail. Owners shall further be required to pump the septic tanks for both conventional and mound systems at least once every three (3) years in accordance with all applicable local and state regulations. Above grade-septic systems shall be shaped so as to blend in with the existing contours of the site to the fullest extent possible. All vent pipes, test pipes and other protrusions shall be placed to the rear of the above grade system to minimize the visual impact from the street or cut off and capped below the surface of the ground.

9. No more than two (2) domestic animals may be kept on any lot subject to this Declaration. Animal boarding or kenneling is expressly prohibited whether for free or not.

10. Accessory buildings are prohibited except where approved in writing in advance by the Committee. Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner.

11. Parking of service vehicles owned or operated by the residents of homes in the Plat

is prohibited unless such vehicles are kept in garages. Outdoor storage of boats, travel trailers, campers and recreational vehicles may take place if located within the side or rear yards of the lot. Outdoor storage is prohibited within the front yard area.

12. All areas of lots not used as a building site or lawn or under cultivation as a garden shall have cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. The lot owner shall be responsible for maintaining the lot in a neat appearance. Except for wooded lots left in natural state, the owner shall mow the lot at least two (2) times annually. Natural lawns planted in prairie grasses and wild flowers native to Wisconsin may be permitted with written approval from the Committee. A maintenance schedule appropriate for the natural lawn shall be included as part of the written approval if granted by the Committee. This paragraph shall not be construed to prevent a family garden or orchard.

13. Construction of all buildings shall be completed within twelve (12) months after issuance of a building permit for the respective building. Landscaping, including grading, sodding, and seeding, shall be completed within ninety (90) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay.

14. The requirements set forth in this Declaration pertaining to floor area, attached garages, color and design shall not apply to the farm house and other structures located within the Plat at the time of plat approval.

15. No chain link fences or other enclosures shall be permitted unless approved in advance by the Committee as to the location, height, and color thereof.

16. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood. This shall not be construed to prevent a vegetable garden or orchard, provided that all vegetable gardens and orchards shall be located in back or side yards.

17. All new utility services shall be installed underground. The owner of any lot subject to this declaration shall not change the elevation of the utility easements in excess of six (6) inches without the permission of Alliant Energy or GTE and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

18. This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Plat for a period of twenty-five (25) years after the Plat is recorded, after which time this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 19 below. If any person, heirs, successors or assigns shall violate or attempt to violate any of the

covenants and restrictions contained herein while this Declaration is effective, any person or persons owning any lot or lots in the Plat shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorneys fees and costs.

19. This Declaration, or any part thereof, may be canceled, released, amended or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the owners of not less than one-half (1/2) of the assessed value of the lots subject to this Declaration, according to the last tax roll.

20. No signs greater than six (6) square feet shall be displayed to public view on any lot without prior written consent of the Committee, whichever is then applicable, except that lawn signs may be displayed on a temporary basis without prior approval for use in advertising property for sale. The sign restrictions shall not apply to signs placed by the Developer advertising the sale of lots in the Plat of Many Waters and all subsequent additions to the Plat of Many Waters.

21. All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all yard and set back requirements imposed by local ordinance.

22. No owner of any lot shall grade or obstruct any drainage swale which is in existence at the time of development so as to impede the flow of drainage water from other lots across such swale.

23. The Town of Caledonia and Portage Fire Department shall have access to the Wisconsin River over lands held in common ownership by the Developer or Many Waters Homeowners Association for the purpose of fire protection in the Town of Caledonia.

24. The following are minimum landscaping requirements for all lots in the Plat upon completion of construction:

- a. Each home must have a minimum of three (3) conifers of at least five (5) feet in height on the front or side yards chosen from the following varieties Colorado Green or Blue Spruce, Black Hills Spruce, Fraiser Fir, Austrian Pine, Douglas Fir or Cedar. Existing trees on the lot may be used to satisfy this requirement.
- b. Each home must have a minimum of three deciduous trees of a least two (2) inches in diameter measured twelve (12) inches above the ground. The deciduous trees may be located anywhere on the lot and existing trees may be used to satisfy this requirement.
- c. A minimum of Two Thousand dollars (\$2,000) shall be spent on foundation plantings.
- d. Landscape plantings and maintenance of the premises and adjoining street terrace

shall be the responsibility of the lot owner.

25. In the event the Committee does not affirmatively approve or reject the plans, specifications and site plan, the prime contractor or builder, or any other matters which must be submitted to the Committee, within thirty (30) days after the same have been submitted to the approving authority in writing, then such approval shall not be required in that instance.

26. In exercising any authority under this Declaration, the Committee shall act in accordance with the following standards:

- a. to assure the most appropriate development and improvement of the Plat;
- b. to protect each owner of a lot against improper uses by other lot owners;
- c. to preserve the initial beauty of the Plat;
- d. to guard against the erection of poorly designed or poorly proportioned structures built of improper or unsuitable materials.
- e. to encourage and secure the erection of attractive, adequate sized homes, which conform and harmonize in external design with other structures in the Plat and which are properly located upon the lot in accordance with its topography and finished grade elevation; and
- f. to provide for high quality improvements that will protect the investments of purchasers of lots.

27. Developer expressly reserves the right to make additional land situated adjacent to the Plat subject to and governed by the covenants, restrictions, and conditions set forth herein. Such expansion of property subject to these covenants, restrictions and conditions, as provided herein, shall be accomplished by an instrument executed by Developer, legally describing the property to be added, expressly referencing these covenants, restrictions and conditions, and the recording of such instrument in the Columbia County Register of Deeds Office.

28. The Homeowners Association shall have the right to levy and collect regular and special assessments from the owners of the Lots subject to these covenants, restrictions and conditions for the payment of costs and expenses incurred by the Homeowners Association in operating the Homeowners Association, administering or enforcing the covenants, restrictions and conditions, and/or in maintaining the property of the Homeowners Association including, without limitations, the boat landing and adjacent lands, private roads and walkways, private parks, and maintaining public liability insurance. Assessments shall be imposed equally on all Lots subject to the declaration; provided, however, that the board of directors of the Homeowners Association shall have the power to impose disproportionate or special assessments in circumstances where there has been damage to the property of the Association caused by the act or omission of a Lot owner or disproportionate use or benefit is attributable to particular Lot or Lots within the Plat (or additional lands which are subject to the declaration). Said special or disproportionate assessments shall be undertaken pursuant to

rules and regulations adopted from time to time by the Homeowners Association. Said assessments, both regular and special, as may be imposed from time to time, by the Homeowners Association, shall be levied and paid as determined by the Homeowners Association. Unpaid assessments shall bear interest at a rate of interest determined by the Homeowners Association, shall be a personal obligation of the Lot owner and shall constitute a lien on each Lot if unpaid for more than 60 days. Said lien may be enforced as a Maintenance Lien as is expressly authorized under Wisconsin Statute Section 779.70.

29. The Developer or Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site plan or other matter, including any loss arising out of the negligence of the Committee.

30. Invalidation of any one of these covenants or any severable part of any covenant, by judgement or court order, shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

31. These covenants apply to Lots 57 through 67 of the Plat of Many Waters located in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 11, T11N, R8E, Town of Caledonia, Columbia County, Wisconsin, further described on the recorded Plat of the Many Waters Fifth Addition.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 5th day of May, 2005.

Many Waters, LLC

By:

E. Dean Baumgardner
E. Dean Baumgardner, Managing Member

Date: 5/5/2005

Signed before me this 5th day
of May, 2005 by E. Dean
Baumgardner.

Kelli Maguire
Notary Public Kelli S. Maguire
My Commission Expires 10/30/05