

RESTRICTIVE COVENANTS

CLEARVIEW HILLS, LLC, by Russell J. Bringe, Managing Member, being the owner in fee simple of the lands described below, hereby establishes the following covenants for the benefit of all current and future owners of any of the Lots comprising said below described lands, which shall bind and inure to the benefit of all successors in interest of said lands, which Restrictive Covenants which shall run with said lands in accordance with the provisions set forth herein.

In order to promote the desirability of ownership and improvement of said lands, and to provide for uniform and suitable usages for the same, each and every conveyance of any Lot within the lands described below shall be subject to the following terms, conditions and restrictions:

1. Application. The lands upon which these restrictions shall apply are as follows:

Lots Five through Eight, Eleven, Twelve, Fourteen through Twenty-nine, Thirty-one, and Thirty-seven through Forty-six, of the Plat of Clearview Pines Estates, as recorded in Volume A of Plats, Page 184, Document No. 297712; being located in the Southeast Quarter of Section Eighteen, Township Twenty-two North, Range Three West, Town of Adams, Jackson County, Wisconsin.

2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a one-single family dwelling not to exceed two and one-half stories in height. Only one residential structure, as a single family dwelling, shall be erected per Lot; no Lot shall be subdivided. Garages, storage buildings and other out buildings may be located upon the premises, as long as the same are in harmony with the general nature and appearance of the residential structure, and the same are approved by the Control Committee under procedures set forth below.

3. Dwelling Size, Character and Quality. No structure shall be erected, altered, placed upon or permitted to remain on any of the above-described lands without complying with all of the following requirements:

- (a) Only one single-family residential structure shall be permitted on each individual Lot.
- (b) Any residence constructed upon such lands shall meet Wisconsin R-2 Uniform Building Codes. No mobile homes shall be allowed.
- (c) All residential structures located upon said lands shall have a minimum of 1100 square feet of finished main floor area, which shall not include basements or attics. Any multi-story dwelling shall have a minimum of 1400 square feet of finished floor area, not including basements or attics.
- (d) All completed structures shall be subject to a setback requirement of a minimum of fifty feet from any Lot or curb line.

4. Temporary Structures. No trailer, mobile home, tent, shack, or other non-permanent structure shall be placed upon the premises at any time. No tarpaper permanent exterior shall be permitted upon any building at any time.

5. Completion. All residential buildings constructed upon any of the Lots shall be completed within nine (9) months from the date of commencement, and no building shall be allowed to remain with tar paper or other covering, insulating paper or sheeting, for a period longer than three (3) months.

6. Yards/Lawns/Landscaping. All portions of an improved Lot shall be landscaped to be compatible with the overall character of development. All portions of yards that are intended to be sodded, graded, seeded or otherwise altered from a natural condition shall be completed within nine (9) months of the completion of the construction of the residence or the continued occupation of the premises, whichever should occur first. No fill material shall be removed from the subdivision without approval of the Control Committee or approved developer. Said Committee or developer shall designate which areas which may have fill added or removed in order to level the Lot or building site.

7. Signage. No signs of any kind shall be displayed to the public view on any Lot except: One professional sign of not more than two (2) square feet; one sign not more than three (3) square feet advertising the property for sale; signs used by a builder to advertise the property during the construction and sales period, or a sign used by Clearview Hills, LLC, to advertise the Lots for sale.

8. Condition of Premises. No Lot shall be used or maintained as a dumping ground for any form of garbage, trash or rubbish. All Lots shall be kept free from all trash, garbage, inoperable vehicles of any kind, and other forms of waste. All common household garbage and trash shall be kept in appropriate covered containers. All vehicles, snowmobiles, ATVs, and like equipment, including lawn equipment, shall be stored in garages or approved outbuildings.

No semi-tractor or semi-trailer may be permanently stored or parked on any of the Lots at any time, unless the same are parked entirely within a closed garage or outbuilding. However, temporary parking of any such semi-tractor or semi-trailer may be made for a period of no more than forty-eight hours and for not more than one occasion per week, if used by the Lot owner in his or her employment.

9. Swimming Pools. All pools must be enclosed by a fence with a minimum height of six feet and have a self-closing gate that must be secured. No above ground pools shall be allowed.

10. Pets/Animal Restrictions. Only common and domestic house pets shall be allowed, with a limit of not more than two dogs or two cats. No farm animals, including horses, or other wild animals of any sort, shall be kept upon the premises.

11. Outdoor Lighting. Exterior lighting not attached to the dwelling shall not be placed higher than eight (8) feet.

12. Location of Outbuildings. All outbuildings shall be placed in the rear area of any Lot, or in a manner so as to not interfere with and visually impair the esthetic appearance of the residence. The location, size, and quality of construction of any garage or other outbuilding shall be subject to the approval of the Control Committee.

13. Control Committee. As long as ClearView Hills, LLC, or its successor in ownership, retains the sole ownership of at least one Lot of the subject premises, a Control Committee shall be established which shall consist of three members appointed by the Managing Member of the LLC. Said Control Committee shall have the right to approve or deny construction upon or improvements to each Lot, in accordance with the authority granted herein. When the LLC, or its successor in interest, ceases to own one Lot of the subject premises, a majority of the then record owners of the Lots shall be entitled to vote as to whether to renew, terminate or modify these Restrictive Covenants. Each Lot owner shall be entitled to one vote. Any such action by said owners shall be in writing, and shall be properly recorded.

14. Duration and Modification. These covenants and restrictions shall run with and bind the lands described above, and inure to the benefit of and be enforceable by each owner of a Lot within such described lands, including assignees, successors and heirs, for a period of 25 years from the date hereof,

unless no Lot is owned by said LLC at a sooner date, and the owners have elected to terminate, modify, or renew these Restrictive Covenants as set forth in Paragraph 13, above.

15. Severability. If any one of these restrictions shall be deemed invalid, it shall not affect the enforceability or validity of any other restriction.

16. Enforcement. Enforcement of these declarations shall be by and proceeding at law or in equity brought by an owner of a Lot within the Addition. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Dated this 9th day of October, 2002.

CLEARVIEW HILLS, LLC

By: 

Russell J. Bringe, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN

} ss.

JACKSON County

Personally appeared before me this 9th day of October, 2002, the above named RUSSELL J. BRINGE to me known to be the person who executed the foregoing instrument and acknowledge the same.


* Ann E. Patterson

My commission expires: 07/18/2004

This document was prepared by:
Attorney Paul Bohac, Black River Falls, WI

313275

Document Number

MCA MUA
AMENDMENT TO
RESTRICTIVE COVENANTS

Document Title

VOL 421 PAGE 67

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DEC 18 2002

SHARI MARG
REGISTER OF DEEDS
JACKSON COUNTY, WI

BRCA 13.00

Recording Area

Name and Return Address

Paul Bohac
P.O. Box 352
Black River Falls, WI 54615

Parcel Identification Number (PIN)

The attached Amendment to Restrictive Covenants is recorded regarding the following described lands:

Lots Five through Eight, Eleven, Twelve, Fifteen through Twenty-nine, Thirty-one, and Thirty-seven through Forty-six of the Plat of Clearview Pines Estates, as recorded in Volume A of Plats, Page 184, Document No. 297712; being located in the Southeast Quarter of Section Eighteen, Township Twenty-two North, Range Three West, Town of Adams, Jackson County, Wisconsin.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.517. WRDA 2/96

Attorney Paul Bohac
Black River Falls, Wisconsin