

**RESTRICTIVE
COVENANTS FOR THE
VALLEY ESTATES**

Document Number

In Re: Lots 1 through 57 of The Valley Estates Plat, Town of Naples, Buffalo County, Wisconsin, said Plat being located in the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6; in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6; in the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7 and in the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 7, all in Township 24 North, Range 10 West

THIS SPACE RESERVED FOR RECORDING DATA

The undersigned Developer, **The Valley Estates, LLP**, a Wisconsin limited liability partnership, hereinafter referred to as "Developer" does hereby enact the following restrictive covenants on the above-described Property:

RETURN TO:

DEVELOPER. The Valley Estates, LLP, or its successor, assign, or designated agent shall be the "Developer" with regard to these Restrictive Covenants. In the event the Developer is dissolved and no successor is appointed, the Developer will be three property owners of the Property who are elected at an annual meeting of all property owners. There will be 30 days notice provided to all lot owners. Any property owner may be nominated or may request that their name be placed on the ballot or may be written in on the ballot. In order for an election to be valid, there must be greater than 50% of all lot owners represented, or voters representing a minimum of 29 lots must cast a vote for the elected Developer. Each lot owner shall vote for no more three (3) individuals. The top three vote getters shall become the Developer. Ties will be decided by a run-off ballot on the same day, or as soon as practicable. For a run-off election to be valid, the total number of votes representing more than 50% of the lots (owners representing 29 or more lots) must be cast in any run-off election. The person receiving the most votes shall fill the position. Terms shall be served for a calendar year. If any person serving on the elected Developer board leaves office for any reason, the remaining members will appoint the person or persons receiving the next highest vote counts at the most recent election or, if none, may appoint any other property owner to fulfil the remaining term. Any elected Developer may be recalled or removed at a meeting of the property owners called with a minimum of ten (10) days written notice of the intent to remove any one or all of the Developers based on votes representing a majority of the lots in The Valley Estates. Anyone who is removed from office is ineligible to serve as a Developer for one full calendar year after the removal.

TERM AND AMENDMENT. These covenants are to run with the land/Property and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded or until an instrument signed by the Developer has been recorded, changing said covenants in the whole or in part or otherwise terminating the provisions of these Covenants, whichever occurs first. These Covenants, or amendments hereto, may be re-recorded if required. All transactions involving the lots included in the Property shall refer to these Restrictive Covenants by reference. These Covenants may be amended by approval of the owners of two-thirds of the lots with the ownership of each lot representing one (1) vote or, in other words, approval of the owners representing a minimum of 38 of the 57 lots.

ENFORCEMENT. To enforce conformity to these covenants and restrictions by Developer or any person claiming by, through, or under the Developer, the Developer and lot owners, or any of them separately, shall have the right to proceed at law or equity to compel a compliance with the terms hereof; and/or to prevent the violation or breach of any of them; and/or for monetary damages. The decision of the Developer shall be final as to the interpretations of the reservations and restrictions contained herein. The failure to promptly enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the reservations and restrictions by any court of competent jurisdiction in no way shall affect any of the other restrictions and reservations, but they shall remain in full force and full effect. Should a lot owner, after due notice, fail, neglect, or refuse to comply with the foregoing restrictions and reservations, and the Developer or other lot owners are required to seek judicial relief for the same, then said violating lot owner shall be further responsible for costs and expenses incurred in the enforcement of these Restrictive Covenants, including reasonable attorney's fees.

ARCHITECTURAL CONTROL. The Developer shall annually appoint an Architectural Committee consisting of five (5) persons. No building or structure shall be erected, materially altered or placed on any of the lots of the Property until the final plans, specifications and site development plan are all approved in writing by the Architectural Committee. The Architectural Committee shall act within 30 days after the plans and specifications have been delivered to the Developer. Copies of all plans and specifications shall be retained by the Developer. The Architectural Committee must give prior written approval of all variations to and modifications of the final plans, specifications and site development plans which have been approved.

CONSTRUCTION MATERIALS. Exterior walls of the buildings are to be finished in materials of pleasing and harmonious appearance. Unsightly or low grade exteriors will not be permitted. No prefabricated homes or double-wide or single trailers shall be permitted to be placed on any lot or used as a residence.

MINIMUM BUILDING SIZES AND SETBACK REQUIREMENTS. Excluding lots 51 through 56, the living area of the main structure, exclusive of open porches and garages, shall be no less than 1,400 square feet per floor. All dwellings on lots 1 through 50 and Lot 57 shall have an attached garage which holds a minimum of two (2) motor vehicles. No house constructed on lots 1 through 50 and Lot 57 may be more than two (2) stories, plus a walk out basement. The Developer may authorize a variance from these requirements where plans, specifications, and site development plan assure a high quality house in harmony with the exterior designs of other houses in the subdivision. No structure shall be within 10 feet from any side lot line and no closer than 35 feet to either the front or back lot line. The building sizes and setback requirements of lots 51 through 56 shall be subject to determination by the Architectural Committee on a case-by-case basis.

RESIDENTIAL USE. All Property shall be used for residential purposes and shall be improved and devoted exclusively to residential use with not more than one "family" (as such term is defined from time to time by the applicable zoning ordinances) occupying each residence, except for Lots 51 through 56, which shall be limited to no more than one "family" per unit, whether a condo, townhouse or rental unit. No owner of lots 1 through 50 and Lot 57 shall occupy or use the residence or any portion of the Property for any purpose other than as a single family residence for the owner, the owner's family, or guests. No lot owner shall be permitted to grant easements over any lot to any other person or entity, except for normal utility easements, without the express written approval of the Developer.

LANDSCAPING. All landscaping must be submitted to and approved by the Architectural Committee either during the original development of the Property, or any time thereafter. However, as a guide, the following will be required of all lot owners. The total ground area not covered by buildings, paved driveways or wooded portions of any lot is to be maintained as a green area and landscaped with grass, trees, or other appropriate planting. No trees shall

be planted within fifteen (15) feet of the lot line and no shrubbery shall be planted within two (2) feet of any lot line. There shall be no grading to change water flow in such a fashion so as to increase or decrease the natural flow of water from one lot to another.

MAINTENANCE. All buildings and grounds shall be kept neat and orderly to resemble other unsold lots owned by the Developer.

NUISANCES. No noxious or offensive trade or activity shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In keeping with this concept, exterior lighting shall not be directed in such manner as to create a nuisance to neighbors. There shall be no dumping of rubbish on any lot, nor there shall be permitted any collection of junk or antiques.

ANIMALS/PETS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except a total of the two (2) of the following: dogs, cats or other household pets. No pets may be kept, bred or maintained for commercial purposes or allowed to annoy the neighbors. No animal kennels or enclosures will be permitted without the consent of the Developer.

GOLF COURSE ACCOMMODATION. Easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions are granted and established. These acts shall include, but not be limited to, the recovery of golf balls from the lots, the flight of golf balls over and upon the lots, the use of necessary and usual equipment on the golf course, the usual and common noise level created by the playing of the game of golf, together with all other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the care and maintenance of the golf course grounds and the golf course.

INCINERATORS. Use of incinerators of any type for the burning of waste products shall be prohibited.

UTILITIES. All utility services, including, but not limited to, electrical, telephone, and cable television service and distribution lines, shall be located below grade. Overhead utility lines are prohibited. LP gas tanks must be buried underground or enclosed in an attractive screened area.

TEMPORARY STRUCTURES. Structures of a temporary character such as metal storage buildings or buildings without foundations are prohibited.

OUTSIDE STORAGE. Each lot may have one outside storage building designed and constructed in a manner consistent with the overall character of the development and as approved by the Architectural Committee. The shed or outbuilding must contain the same siding and roofing as the house, or match as near as practicable. Outside storage of any materials, equipment, waste or refuse shall be allowed only when properly screened in structures designed and located consistent with the overall character of the development and approved by the Architectural Committee. This requirement shall not apply to the temporary storage of materials during construction.

SIGNS, FENCES AND OTHER STRUCTURES. No fence may be higher than 48" and no fence can be any closer than two (2) feet to any boundary adjacent to the golf course. All fences must be ornamental or chain link. No signs other than a sign identifying the Property and "For Sale" shall be displayed on any lot. Identification signs shall not exceed two square feet in size and "For Sale" signs shall not be more than six square feet in size. All signs shall be constructed of materials, and/or finished, in natural color. All letter, newspaper and delivery boxes shall be approved by Developer so to conform with the design, color, size and lettering used in the area.

OUTSIDE STORAGE TANKS. Other than LP, there shall be no outside storage of fuel.

LOT SIZE, DIVISION AND USE. All lots in the development shall be used for residential purposes only. No lot shall be divided without prior written authority of Developer.

SATELLITE DISHES AND ANTENNAS. No exterior television or radio antennas will be permitted. Satellite receivers must be as unobtrusive as possible, be no more than 21 inches in diameter, and be mounted on the roof of a house, garage or storage shed.

VEHICLES AND PARKING. No trucks or heavy equipment, other than pick-up trucks, may be parked on the property, except during construction or during moving in or out of the premises. No travel trailer or motor home may be parked on the property for more than 21 total days in any one year, unless parked inside a garage, and may not be occupied as living quarters on the Property. Outside storage of recreational vehicles, automobiles and water craft is prohibited except as approved by Developer. No one will be permitted to use snowmobiles, four-wheelers, or any other recreational vehicles, other than golf carts, on the lots of The Valley Estates plat, existing roadways, or golf course property, except on specifically designated trails established by the Developer, from time to time.

OFF STREET PARKING. There shall be no permitted off-street parking on a permanent or regular basis. Each lot must have sufficient parking for all vehicles in attached garages or approved structures.

ACCESS. All lots shall be accessible by road as platted to be installed and maintained by Developer until such time as the main road becomes a public road. Until said road becomes a public thoroughfare, all lots shall have an easement over said road.

SWIMMING POOLS. Any swimming pools must be constructed below grade and properly fenced.

IN WITNESS WHEREOF The Valley Estates, LLP, Developer, does enact and execute the foregoing Restrictive Covenants this 24 day of June, 1999, at Mondovi, Wisconsin.

The Valley Estates, LLP, Developer

By: Walter G. Fries
Walter G. Fries

By: Roger D. Amundson
Roger D. Amundson

By: Jeffrey Reinhardt
Jeffrey Reinhardt

By: Frank J. Servais
Frank J. Servais

By: Daniel J. Heike
Daniel J. Heike

By: John C. Reinhardt
John C. Reinhardt

By: Joseph F. Smith
Joseph F. Smith

By: Paul M. Quarberg
Paul M. Quarberg

By: Glen Pelke
Glen Pelke

By: James R. Hesse
James R. Hesse

STATE OF WISCONSIN)
)ss.
BUFFALO COUNTY)

Personally came before me this 24 day of June 1999, the above-named Walter Fries,
Roger Amundson, Jeffrey Reinhardt, Frank Servais, Daniel Heike, John Reinhardt, Joseph Smith,
to me known to be the persons who executed the foregoing instrument and acknowledged the same.
Paul Evonborg, Glen Polke
James Hesse

Francis J. Faler
Notary Public, State of Wisconsin
My commission is permanent/expires 10-22-2000

STATE OF WISCONSIN)
)ss.
BUFFALO COUNTY)

Personally came before me this _____ day of _____ 1999, the above-named _____
to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission is permanent/expires _____

STATE OF WISCONSIN)
)ss.
BUFFALO COUNTY)

Personally came before me this _____ day of _____ 1999, the above-named _____
to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission is permanent/expires _____

THIS INSTRUMENT DRAFTED BY:
G. Scott Nicastro - Lawyer
State Bar #01012238
Weld, Riley, Prenn & Ricci, S.C.
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Eau Claire, WI 54702-1030