

DOCUMENT NO.

DECLARATION OF
COVENANTS AND
RESTRICTIONS

THIS SPACE RESERVED FOR RECORDING DATA

515987

DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES N. HRDUTT

RECORDED ON
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REC FEE: 21.00
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PAGES: 6

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RETURN TO: SCHOFIELD & HIGLEY, S.C.
700 WOLSKE BAY ROAD
MENOMONIE, WI 54751

Parcel Identification Number (PIN)

**K&S JACK ENTERPRISES, LLC
SINGLE FAMILY RESIDENTIAL
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION is made this 13th day of September, 2004, by K&S JACK ENTERPRISES, LLC, the undersigned owner ("Owner").

WITNESSETH:

WHEREAS, Owner wishes to subject the real property described in said paragraph 1 to the covenants and restrictions hereinafter set forth for the benefit of the property as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, Owner hereby declares that the real property described in paragraph 1 shall be used, held, transferred, sold and conveyed subject to the covenants, conditions, restrictions and reservations hereinafter set forth, which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind all successors in interest, and any owner thereof.

1. Property Subject To This Declaration. The property subject to this declaration is stated as:

Lots 1 through 20 inclusive, Harvest Hills, Town of Menomonie, Dunn County, Wisconsin.

2. General Purpose. The purpose of this Declaration is to insure the best use and most appropriate development and improvement of the property; to protect owners of lots against uses of surrounding building sites which detract from the residential value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed, built or proportioned structures; to obtain harmonious use of material and color schemes; and in general to provide adequately for high quality of improvement on said property and thereby to preserve and enhance the value of investments made by purchasers of lots.

3. Land Use. No lot shall be used except for single family residential purposes.

4. Home Construction Standards. No trailer, mobile home or double-wide, modular home, factory built, manufactured home, pre-built home, panelized (wall and/or floor), any kind home that is delivered with one wall attached to another wall or any home with pre-built rooms shall be placed on any lot either as real estate or as personal property. Structural insulated panels, known as SIP's are allowed. Travel trailers and recreational vehicles shall not be stored on any lot. No house may be moved on to any lot.

5. Camping. No camping shall be permitted on any lot.
6. Completion of Construction Work. All building exteriors, including exterior color and landscaping, shall be completed within ten (10) months from the date construction begins.
7. Minimum Square Footage. Single-story homes shall have a minimum of 1400 square feet on the main level exclusive of any attached garage. Two-story homes shall have no less than a total of 1400 square feet on the main and second-story levels with a minimum of 900 square feet on the main level, exclusive of any attached garage. A finished basement may not be used when calculating minimum square footage.
8. Garage. All homes must have an attached garage with a minimum capacity of two (2) cars.
9. Pets. No livestock, poultry or animals of any kind shall be kept, bred or maintained on any lot except the usual family household pets, and all family household pets shall be so kept and maintained as not to become an annoyance or nuisance to other residents in the development by reason of movement, noise or odor. No more than two (2) dogs, (2) cats or other family household pets may be kept on a lot.
10. Temporary Structures. No temporary structure, mobile home, trailer, basement, shack, garage, barn, or outbuilding shall be permitted to remain or be used on any lot except job trailers and construction trailers are allowed during construction of new residences.
11. Signs. No professional sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs up to 32 square feet used by a builder to advertise the property during the construction and sales period.
12. Outlot. Any lot designated on the plat as an outlot is hereby restricted to conveyance or transfer to an owner of an adjoining lot.
13. Subdivision of Lots. No lot may be further subdivided except for the purpose of adding a fractional part of a resubdivided lot to an adjoining lot or lots. Resubdivision to permit the creation of an additional building site is not permitted.
14. Nuisances. No noxious or offensive activity shall be carried on upon any lot or portion of a lot nor anything done on any lot which may be or may become a nuisance to neighbors or the neighborhood.
15. Parking of Vehicles. No boat, trailer, truck, snowmobile, all-terrain vehicle, motor home, heavy equipment or similar vehicle may be parked on any lot

outside the garage other than for delivery purposes or construction purposes. No unutilized vehicle, unregistered vehicle or inoperable vehicle may be parked on any lot outside the garage.

16. Driveways. To minimize dust and to enhance the appearance of the property, driveways shall, within one year after completion of construction of the building, be surfaced with concrete or blacktop or other material of a similar nature providing a stable and dust-free surface. Driveways shall not be used for the repair of vehicles where such repair extends for a cumulative period of five (5) days.

17. Swimming Pools. No portion of a swimming pool or adjoined enclosed area shall be constructed or maintained nearer to the front street line than the rear foundation of the building.

18. Architectural Control. No building or other permanent structure, including outbuildings, shall be erected, placed, or altered on any lot until a plan showing the location of the structure has been approved by the Homeowners' Association. Further, the design and material used for decorative and/or privacy fences shall be approved prior to construction, installation or repair. All outbuildings shall match the finishes of the exterior of the home. No detached buildings may be located closer to the street than the front of the house.

19. Designated Green Space - Accessibility and Limitations. The designated green space area around the perimeter of the development and adjacent to all lots shall, at all times, remain accessible to all owners of lots in Harvest Hills Subdivision. Use of the designated green space is limited as follows:

- a. No motorized vehicle shall be used in the designated green space area except by the owner of the lot or Home Owner's Association, for maintenance.
- b. No hunting or trapping may be done on any portion of the designated green space except by the owner of the lot.
- c. No permanent or temporary building of any type may be constructed or stored in the designated green space area.
- d. Any portion of the lot that lies in the green space area shall be accessible to all owners of lots in Harvest Hills Subdivision.
- e. No fence or barrier shall be erected which prohibit owners of lots in the development from walking through the green space area.
- f. No designated green space or lots shall be subdivided or sold other than in accordance with the original approved plat.

20. Designated Green Space – Maintenance. The designated green space shall be maintained in a manner so that it may be used and accessible in perpetuity by all owners of the lots of Harvest Hills Subdivision for a walking area, play area, or a natural wildlife corridor. The access to green space adjacent to Lot 1 and to Lot 20 shall be maintained for the benefit of all lot owners. The property will be maintained by a farmer who will cut hay off the unsold lots and designated green space. In the event that there are no farmers that desires to crop farm the area, the area may be mowed or left natural as each owner sees fit. The designated green space may not be left to be overgrown by weeds. If the designated green space is not maintained by the lot owner, the Homeowner's Association may maintain the designated green space and charge the cost of such maintenance to the lot owner. In the event the owner or the Home Owners Association do not maintain the green space, the Town of Menomonie may do so and charge the Home Owners Association.

The retention pond located near Lot 1 in the green space area must be left as a retention pond and may not be filled in or modified in size. The retention pond area must be maintained by the Homeowners Association upon the sale of all lots.

21. Approval Procedure. The Homeowners' Association approval or disapproval as required in these covenants shall be in writing. In the event the association, or its designated representative, fails to approve or disapprove within 15 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required.

22. Homeowners' Association. The Homeowners' Association shall consist of Kevin Jack and Sandy Jack, as members of K&S Jack Enterprises, LLC. Upon the sale of five (5) lots, one resident of Harvest Hills Subdivision shall be elected by the owners of said lots as a member of the Homeowners' Association and the association shall consist of three members. Upon the sale of all lots, all members of said association shall be residents of Harvest Hills Subdivision and elected by the lot owners of Harvest Hill Subdivision.

23. Duration of Covenants and Restrictions. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner, their respective heirs, successors and assigns in perpetuity. Further, designated green space shall remain green space in perpetuity.

24. Enforcement. Enforcement of the covenants and restrictions of this declaration shall be by a proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction, to restrain violation or to recover damages, or both. The Homeowner's Association has the right to bring legal action against person violating or attempting to violate any such covenant or restriction, to restrain violation or to recover damages, or both.

25. Severability. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions, which shall remain in full force and effect.

26. Amendment. The covenants and restrictions contained herein may be amended and/or modified upon the written approval of two-thirds (2/3) of the owners of lots. Provided however, any amendment and/or modification of Paragraph #19 Design Green Space - Accessibility & Limitations or of Paragraph 20 Designed Green Space-Maintenance may be subject to the jurisdiction of the local municipality.

IN WITNESS WHEREOF the undersigned Owner has caused this Declaration of Covenants and Restrictions to be executed the day and year first above written.

K&S JACK ENTERPRISES, LLC

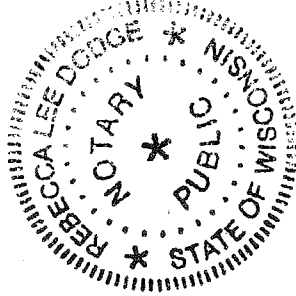
By: Kevin A Jack
Kevin A. Jack, Member

FIRST BANK & TRUST
(Mortgagee)

By: [Signature]
Robert Boehm, Senior Vice-President
By: [Signature]
Carmen Johnson, Vice-President

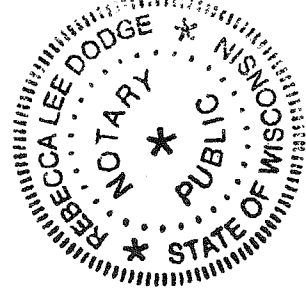
Subscribed and sworn to before me the above Kevin A. Jack, this 13th day of September, 2004.

Rebecca Lee Dodge
Notary Public, State of Wisconsin
My commission expires 2-18-07



Subscribed and sworn to before me the above Robert Boehm and Carmen Johnson this 13th day of September, 2004.

Rebecca Lee Dodge
Notary Public, State of Wisconsin
My commission expires 2-18-07



Drafted By:

John K. Higley
Schofield & Higley, S.C.
700 Wolske Bay Rd., #100
Menomonie, WI 54751