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DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES M. MRDUTTRECORDED ON
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WHISPER RIDGE**Declaration of Conditions, Covenants and Restrictions****Part A****PREAMBLE AND ASSOCIATION MATTERS**

Declaration made this 16th day of March, 2007,
by Rooney Bros. LLC, a Wisconsin limited liability company
and Heartland Development, Inc., a Wisconsin corporation
(hereinafter collectively the "Developer").

WHEREAS, the Developer collectively owns real
property located in Dunn County, Wisconsin and desires to
build thereon a planned development with housing units and
shared common property to be known as Whisper Ridge (the
"Development"); and

WHEREAS, Developer desires to provide for the maintenance and enhancement of
property values, amenities, environment and opportunities in said Development, and for the
preservation of the properties and improvements thereon, as well as for the preservation of said
Development's distinctive style, and to prevent the erection, or maintenance of poorly designed
or constructed improvements; and

WHEREAS, to the above end Developer desires to subject said real property, to certain
covenants, restrictions, easements, charges and liens each and all of which is and are for the
benefit of said property and each owner thereof; and

WHEREAS, Developer has thought it desirable for efficient maintenance and
preservation of the values of said Development to create an association to which should be
delegated and assigned the powers of owning, maintaining and administering the common
property and facilities and administering and enforcing the covenants and restrictions, and
collecting and disbursing the assessments and charges as hereinafter or in the future created or
established, and promoting the health, welfare and recreation of the Development's residents;
and

WHEREAS, Developer has incorporated Whisper Ridge Homeowners Association, Inc., a
non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "Master
Association"); and

WHEREAS, Developer intends to proceed with the Development in residential phases, as
further set forth below, with phases subsequent to Phase I, as that term is defined below, being
made subject to this Declaration, as the same may be amended from time to time, by separate
written instrument executed by the Developer at a later date; and

Record this document with the Register of Deeds

Name and Return Address:

Attorney John W. Van Note
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, Wisconsin 53703

HEARTLAND DEVELOPMENT INC

3311 GOLF RD., EC WI
See Exhibit "A" 54701
(Parcel Identification Number)

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

A-1) Definitions.

A) "Master Association" shall mean and refer to Whisper Ridge Homeowners Association, Inc., and its successors and assigns. The powers and duties vested in the Master Association by this Declaration may be delegated to a Management Company, as that term is defined in Section A-4, below, whether or not specifically noted herein.

B) "City" shall mean and refer to the City of Menomonie, Wisconsin.

C) "Common Property" shall mean and refer to:

i) All or such parts of the outlots and other lands described herein, and any additions thereto designated by the Developer or the Master Association in any subsequent amendment to this Declaration, and all improvements located on said property, including but not limited to, pedestrian walkways and recreational paths, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Developer may, by subsequent amendment or easement, designate parts of certain private lands within the Development as Common Property, rendering the Master Association responsible for maintenance thereof, without said designation being subject to the consent or approval of any Owner, Occupant or other person or entity, including the Master Association (collectively a "**Person**") notwithstanding any rights vested in any such Person arising under this Declaration, including but not limited to the provisions contained in Section A-3, below.

ii) All mailboxes, if any, located on any Lot or Outlot.

D) "Developer" shall mean and refer to Rooney Bros. LLC, a Wisconsin limited liability company, or its successor and assigns, or Heartland Development, Inc., a Wisconsin corporation, or its successors and assigns, as their interests may appear..

E) "Property" or "Properties" shall mean and refer to the lands described and depicted in Exhibit "A," now owned by Developer, but which Developer in the future intends to convey to purchasers who shall thereupon become members of the Master Association. The terms "Lot" and "Lots" shall be synonymous with the terms "Property" and "Properties" and shall mean one building envelope for the construction of a dwelling, including a condominium unit.

F) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Properties described in Exhibit "A." A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.

G) "Occupant" shall mean and refer to the occupant of any of the Properties who shall either be an Owner or a lessee who holds a written lease having an initial term of twelve months or more. Nothing herein shall prohibit or limit leasing of the Property, or any Lot or Dwelling Unit thereon, by the Developer, or any affiliate of the Developer, on terms and conditions determined by the Developer (or an affiliate of the Developer) to be appropriate. For purpose of this Declaration, the term "affiliate" shall mean (i) any person directly or indirectly controlling, controlled by or under common control with the Developer, (ii) any person owning

or controlling ten percent (10%) or more of the outstanding voting securities or beneficial interests of the Developer, or (iii) any officer, director, member, partner, trustee or member of the immediate family of the Developer. The term "control" (including the term "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

H) Reference to a "Phase," followed by a numeral, shall refer to those Phases now or hereafter made subject to this Declaration. Phase 1 is described in Exhibit "A." Developer reserves the right to change, without the consent of the Master Association or any other Owner, Occupant or their mortgagees, the Lots designated in any particular Phase by a written instrument specifically referring to this Declaration and stating the amendment with respect to the definition of any Phase. Developer reserves the right to remove any Phase, whether in whole or in part, from the terms, covenants and conditions of this Declaration, without the consent or approval of any Person and to subject such Phase, whether in whole or in part, to such conditions, covenants and restrictions the Developer deems to be appropriate in the sole exercise of the Developer's discretion.

I) "Book of Regulations" shall mean and refer to the document containing the resolutions setting forth the rules, regulations and policies established and adopted by the Board of Directors as the same may be from time to time adopted, recorded and/or amended. There shall be no amendment to the Book of Regulations which materially, adversely affects the City unless the advance, written consent of the City has first been obtained.

A-2) Membership and Voting Rights.

A) **Members.** Each Owner of a Property shall be a member of the Master Association. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Master Association. Membership shall be appurtenant to and may not be separated from any Property which is subject to assessment by the Master Association. Tenants of Properties who are not Occupants shall not be members of the Master Association. To the extent that Developer owns any property, Developer shall be a member of the Master Association until such ownership terminates. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Property consents to such Owner's membership in the Master Association. Each Owner of a Property shall automatically be entitled to the benefits and be subject to the burdens relating to such membership in the Master Association.

B) Voting Rights.

1) Each member shall be entitled to one vote for each Property owned except as set forth in A-2(B)(2) below.

2) When there is more than one Owner of a Property, said Owners shall only be entitled to one collective vote for each Property. There shall be no fractional votes or voting. When there is more than one Owner of any Property, the vote attributable to such ownership must be cast unanimously by all the Owners of that Property, or it shall not be considered for any purpose.

C) **Proxies.** Any Member may vote by proxy. All proxies shall be in writing and signed by the Owner, or in cases where there is more than one Owner, by all Owners of the Property.

D) **Articles of Incorporation and By-Laws.** The purposes and powers of the Master Association and the rights and obligations with respect to the members thereof, shall be governed by the Articles of Incorporation and By-Laws of the Master Association; provided, however, that such Articles of Incorporation and By-Laws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

A-3) Common Property.

A) Ownership.

1) The Common Property shall be initially owned by a Developer until conveyed to the Master Association as provided herein.

2) Any portion of the Common Property not previously conveyed to the Master Association shall be conveyed to the Master Association at such time as seventy-five percent (75%) of the Lots have been conveyed to purchasers. The Master Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Developer or the Master Association.

B) **Damage or Destruction of Common Property by Owner.** In the event any Common Property is damaged or destroyed by an Owner or any of his guests, lessees, tenants, licensees, agents or member(s) of his family, including pets, said Owner does hereby irrevocably authorize the Master Association to repair said damage. The Master Association shall repair and restore any damaged area to its former condition. The amount necessary for said repair shall become a special assessment upon the Property of said Owner.

A-4) Maintenance of Common Property.

A) Maintenance.

1) Developer shall initially provide for the care, operation, management, maintenance and repair of the Common Property, until the Common Property is conveyed as provided herein. Developer shall have the right to assess any costs and expenses for the care, operation, management, maintenance and repair of the Common Property to the Owners of the Lots pursuant to Section A-4(B) below.

2) From and after the date the Developer conveys the Common Property, or any portion thereof, to the Master Association, the Master Association shall provide for the care, operation, management, maintenance and repair of the Common Property. Maintenance shall include, but not be limited to, responsibility for landscaping of any special street design features or traffic calming features, including snow shoveling, with particular attention being paid to cross walk ramps and islands. Streets within the Property may include special traffic islands and traffic calming measures within the public right-of-way. The Master Association shall be responsible, at the Master Association's sole cost and expense, for the maintenance and upkeep of such physical traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Master Association and shall include landscaping. The Master Association shall maintain the Common Property in a

good and safe condition, including, without limitation, performing lawn care and snow removal, and assess the cost of maintenance of the Common Property as provided herein. In order to carry out its maintenance and other obligations, the Master Association shall enter into a contract with a reputable property management company ("**Management Company**"), pursuant to which contract the Management Company shall perform such maintenance and other obligations of the Master Association as the parties may agree.

3) Any and all expenses incurred by the Developer or the Master Association, in connection with the management and maintenance of the Common Property and administration of the Master Association shall be deemed to be common expenses ("**Common Expenses**"), including, without limitation, expenses incurred for: insurance; landscaping and lawn care; snow shoveling and plowing; improvements to the Common Property; common grounds security lighting; municipal utility services; enforcement of this Declaration (including attorneys' fees) and maintenance and management fees, salaries and wages, including but not limited to those incurred by the Management Company.

B) Assessments.

1) The Master Association shall levy periodic general assessments ("**General Assessments**") against each Lot for the purpose of maintaining a fund from which Common Expenses may be paid. General Assessments shall be due in advance on an annual basis, or in such other manner as the Master Association may set forth in the Bylaws. Payments of the annual General Assessments shall be made within fifteen days of the date due as determined by the Master Association. Any General Assessment not paid when due shall bear interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

2) The Master Association, may, whenever necessary or appropriate, levy special assessments ("**Special Assessments**") against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Master Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Common Property. Special Assessments shall be paid at such time and in such manner as the Master Association may determine. Any Special Assessment or installment not paid when due shall bear interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

3) The Master Association shall have the right to collect all General Assessments and Special Assessments and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which are assessed or accrue upon the Lot during the period of Ownership. The Master Association, may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Master Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Master Association securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

C) **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Property shall not release the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment(s) as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or proceedings in lieu thereof shall relieve such Property from liability from any assessments thereafter becoming due or from the lien thereof.

D) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a Property shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Master Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Property conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount therein set forth.

E) **Amendments to Articles or By-Laws.** Notwithstanding anything else set forth herein, or in the Master Association's Articles of Incorporation or By-Laws, neither the Developer, the Owners or any members of the Master Association shall have the right to amend the Articles or the By-Laws in any manner that would materially, adversely affect the City unless the advance, written consent of the City has first been obtained to any such amendment.

F) **Changes in Common Property.** Until such time as the Developer shall turn over control of the Committee to the Members pursuant to the terms of Section C-8, below, Developer, shall have full authority and discretion to create, add, subtract from or change any and all Common Property by amendment to this Declaration, subject only to the limitations contained in Section A-4(E), above.

G) **[Intentionally Omitted]**

H) **Responsibility for Assessments During Development Stage.** The Owner of a Lot, whether Developer or a third party, shall not be responsible for any assessments for those expenses which the Master Association is permitted to assess to its Members under this Declaration, until the Assessment Date. The term "**Assessment Date**" shall be the first day of the first full calendar month after a Lot has been fully improved with street, curb and gutter. The amount of the assessment due as of the Assessment Date and thereafter, shall be determined based on the Lot's Assessment Unit as that term is defined below. The Developer's sole and only obligation shall be to pay any deficit in assessments for Master Association expenses until (i) such time as sufficient assessments are collected from Lot Owners to pay for Master Association expenses, or (ii) the Developer turns over control of the Master Association pursuant to Section C-8, below, whichever occurs first. The Developer shall not be liable or responsible to pay any assessment at any time, but shall only be liable for any difference between actual Association expenses and the amount of General Assessments and Special Assessments collected from Lot Owners, provided, however, such expense must be incurred prior to the date the Developer turns over control to the Master Association pursuant to Section C-8 below. Under no circumstances shall the Developer have any liability for any Master Association expense after the date the Developer turns over control to the Master Association pursuant to Section C-8 below. The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the

Development based upon their intended use at the present time. The number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share of assessments for common area maintenance and other expenses, which the Master Association is permitted to assess to Members under the Declaration. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit. With respect to multi-family residential apartments, duplex homes and townhouses, each apartment, duplex unit or townhouse unit, shall be considered a Dwelling Unit. By way of example and not limitation, if a townhouse has six separate apartments, each such apartment shall be considered a Dwelling Unit and each such apartment shall be assigned one Assignment Unit. With respect to condominiums, each individual condominium unit shall be considered a Dwelling Unit.

	Use	Number of Assessment Units
A)	Single Family:	One (1) per Dwelling Unit.
B)	Single Family Bay Homes:	One (1) per Dwelling Unit.
C)	Multi-Family Twin Homes:	One (1) per Dwelling Unit.
D)	Multi-Family Town Homes:	One (1) per Dwelling Unit.

Should any of the foregoing uses change such that the Assessment Units attributable to a Lot shall also change, then the percentage share of each Lot shall be recalculated based on the then current number of Assessment Units in the Development, which recalculation shall be effective on January 1 of the first calendar year following the date on which the change in use requiring recalculation has taken place. It is the intention of the Developer that Assessment Units be uniform, and that assessments be adjusted by the number of Assessment Units attributable to a particular Lot on the basis of its Use. The terms of this paragraph (4) shall be applicable to future phases whether Developer's intention to so do is or is not stated in any future amendment to the Declaration.

I) Rights of the City. The City is herein declared to be a third party beneficiary of the Master Association's right to levy and collect assessments against the Master Association Members under the following circumstances. If the City determines that any Common Property which the Master Association is obligated to maintain hereunder, is not being maintained in accordance with applicable City Ordinances or other applicable laws, the City shall give written notice of the deficiency to the Master Association. If the deficiency is not corrected within thirty (30) days after the Master Association's receipt of said notice (or such longer time as may be agreed upon in writing between the City and the Master Association), the City may correct the deficiency, using either City employees or private contractors hired for that purpose, and, in either case, may assess the cost thereof against the Master Association and against all of the Members who are liable for assessments hereunder, and enforce the payment of such assessments under the procedures set forth in Section 779.70 of the Wisconsin Statutes, or any successor statute. Each Lot Owner, for itself and all successor Owners, hereby waives notice of and the right to contest any assessment levied by the City under the terms of this Section A-4(I).

Part B

CONDITIONS, COVENANTS AND RESTRICTIONS

B-1) Fully-Protected Residential Area. The following provisions in this Part B shall apply to Phase I, as described in Exhibit "A" and such other Phases as may, in the future, be

subjected to this Declaration, as the same may be amended from time to time, by Developer in the sole exercise of Developer's discretion. As used in this Part B, the term "Property," shall mean the Lots described as Phase I in Exhibit "A." The term "Lot" shall refer to a Lot made a part of said Phase I.

B-2) Land Use And Building Type. The Property shall be used for residential purposes, including condominiums. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have a private garage of a size to be approved by the Committee, as that term is defined below, attached to or located in a lower level of the dwelling unit. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size determined by the Architectural Control Committee, if any (the "Committee"). The Committee shall not be required to establish a minimum building size.

B-3) Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a majority of the Committee as to quality of workmanship and materials, building size, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations on adjacent Lots. Approval shall be as provided below.

B-4) Dwellings And Landscaping. The landscaping to be installed on all Lots must be approved by the Committee. The landscaping requirements approved by the Committee shall be completed within nine (9) months after issuance of a building permit. All driveways shall be of asphalt and shall be installed within nine (9) months after substantial completion of the structure, except that the Committee reserves the right to approve the use of concrete for all or part of the driveway. No above-ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every 14 days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with the terms of Part A, paragraph (4), above, which assessment may be foreclosed or collected in accordance with the terms hereof.

B-5) Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration "Equipment"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of Equipment in a drive area for the

purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage.

B-6) Construction On Adjoining Lots. Construction of a residential dwelling or private garage partially on one Lot and partially on an adjoining Lot is prohibited.

B-7) Easements/Drainage. No structure, planting, or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No drainage swale shall be graded or obstructed so as to impede the flow of water from other Lots or outlots through such swale. Any disputes relating to drainage swales, drainage or other surface water issues, shall be resolved by the Board of Directors of the Master Association, which may seek the advice of the City Engineer of the City. The Master Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by such Board.

B-8) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

B-9) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

B-10) Signs. Except for signs displayed by the Developer, or an affiliate of Developer, no sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the property for sale or rent. Builders and contractors shall not be permitted display signs to the public view on any Lot without the prior written consent of the Developer, which consent the Developer may withhold in its sole discretion. The Developer may display signs without regard to size to advertise the Property during the construction and sales period and to identify the subdivision and/or its Developer.

B-11) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-12) Garbage And Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

B-13) Sight Distance At Intersections. In order to provide a clear view of intersecting streets to motorists, there shall be a triangular area of clear vision formed by the intersection

of the curbs at the corner, and a point 30 feet back along each curve from the corner, unless a distance greater than 30 feet is required by the City, in which event the City's more restrictive requirement shall control. Within such triangular area, no signs, parking spaces, structures or earthwork in excess of thirty (30) inches, and no vegetation, fencing nor other such obstructions between thirty (30) inches and eight (8) feet in height shall be permitted.

B-14) Fences. All fences must be approved by the Committee or its designated approving authority, and shall comply with any requirements for fences set out in any design criteria that may be adopted by the Committee. The Committee may require the installation and maintenance of landscape materials for screening and aesthetic purposes.

B-15) Outbuildings. No outbuilding or accessory building of any nature shall be erected on any Lot, except with the prior written approval of the Committee.

B-16) Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish (except as provided below) shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee. Dishes 36" or less in diameter shall be permitted, provided they are located and installed pursuant to rules and regulations, approved in writing by the Committee.

B-17) Firewood Storage. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed on a non-street side yard and screened from street view by plantings or a fence approved by the Committee.

B-18) Solar Collectors. No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Committee which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

B-19) Lighting. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots.

B-20) Mailboxes. Mailboxes serving each home in the neighborhood whether individuals or multi-gang shall be as determined by the Developer, at the cost and expense of the Owner(s), and shall be replaced, if necessary, with a mailbox identical in all respects with that originally provided, at the sole cost and expense of the Owner(s).

B-21) Yard Lights. Yard lights serving each home in the neighborhood as determined by the Developer, at the cost and expense of the Owner(s), and shall be replaced, if necessary, with yard lights, identical in all respects with that originally provided, at the sole cost and expense of the Owner(s).

Part C

ARCHITECTURAL CONTROL COMMITTEE

C-1) Membership. The Committee is composed of the following persons, who are also the initial Directors of the Master Association:

James G. Rooney
3311 Golf Road
Eau Claire, WI 54701

Steven R. Rooney
7982 142nd Avenue
Bloomer, WI 54724

Jennifer L. Rooney
3311 Golf Road
Eau Claire, WI 54701

A majority of the Committee may designate a representative to act for it. The initial designated representative shall be James G. Rooney. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee appointed hereunder shall serve for the time period specified in paragraph C-8, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

C-2) Architectural Control. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (whether located on a structure or on a Lot), flag pole, wall, landscaping or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot or Outlot and no alteration or repainting of the exterior of a structure shall be made unless complete plans, specifications and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such plan specifications and plot plans as finally approved shall be deposited with the Committee. All improvements shall comply with the minimum elevation requirements established by the Developer from time-to-time.

C-3) Plan Review. The Committee shall review said plans and specifications as to quality of workmanship and materials, building size, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation.

C-4) Procedure. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed \$50.00 for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications or any other matters requiring approval have been submitted to

it, approval shall not be required and the plans and specifications shall be deemed to have been complied with fully.

C-5) Records. Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address: Whisper Ridge Control Committee, c/o James G. Rooney, 3311 Golf Road, Eau Claire, Wisconsin, 54701.

C-6) Committee Liability. Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

C-7) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of these Restrictions and Covenants if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present in its opinion a particularly pleasing appearance compatible with other houses in the development. Notwithstanding the foregoing, the Committee does not have the power to grant a variance from any zoning ordinance of the City. No variance may be granted that is inconsistent with the City's zoning and subdivision ordinances. This Declaration does not create rights in or grant remedies, either expressly or by implication, to any third party as a beneficiary to the variance procedures contained in this Declaration.

C-8) Successor to Committee. Developer may turn over control of the Committee to the Members of the Master Association at any time, and shall turn over control when Developer no longer has any ownership interest in the Property. At such time as Developer turns over control, the Master Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Master Association to serve and act as the Committee for all purposes hereunder. Members of the Master Association who comprise the Board of Directors or the Committee may be individuals who own Property or a Lot subject to this Declaration. If a Property or Lot subject to this Declaration is owned by an entity, then the entity may designate an individual as its representative who shall be eligible to serve on the Committee or the Master Association's Board of Directors. At such time as the Master Association shall appoint the initial Board of Directors, and from time-to-time thereafter, as the Board of Directors shall change, the Master Association shall cause to be recorded a written notice containing the names and addresses of the Master Association's Board of Directors so as to give record notice of those Members responsible for and serving on the Master Association's Board of Directors from time-to-time.

Part D

GENERAL PROVISIONS

D-1) Term. This Declaration shall run with the Property and Common Property, and shall be binding on Developer and all Members and their successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Members agreeing to change said Covenants in whole or in part or to terminate the same.

D-2) Enforcement. The Architectural Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Committee shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees.

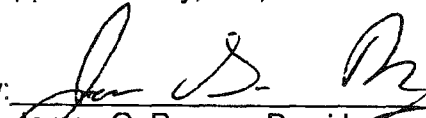
D-3) Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

D-4) Amendment. At any time until Developer conveys all of the Lots which comprise the entire Property, including all Phases, or turns control of the Master Association over to its Members, whichever occurs first, Developer may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant or any other party, including the Master Association. In addition, Developer may elect to make this Declaration applicable to any subsequent Phase of the Development, without the consent or approval of the Master Association, its Board of Directors or any of its Members or their Mortgagees or any Owner or Occupant, except that no such Amendment may increase the percentage share of a Member's assessment under Paragraph A-4, above. The Developer may not amend this Declaration in any manner which would materially, adversely affect the City unless the advance, written consent of the City has first been obtained. After such time as the Developer conveys all of the Lots which comprise the entire Property, including all Phases, or turns control of the Master Association over to its Members, whichever occurs first, this Declaration may be amended by a written amendment approved by the majority vote of Members cast at a meeting duly called for such purpose in accordance with the terms of the Articles of Incorporation of By-Laws of the Master Association.

IN WITNESS WHEREOF, the said Rooney Bros. LLC, a Wisconsin limited liability company, and Heartland Development, Inc., a Wisconsin corporation, as their interests may appear, have caused these presents to be signed and sealed this 14 day of March, 2007.

ROONEY BROS. LLC,
a Wisconsin limited liability company

By: Heartland Homes and Development of the
Chippewa Valley, Inc., Member

By: 
James G. Rooney, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF EAU CLAIRE)

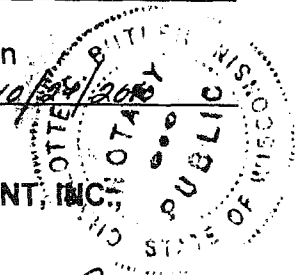
Personally came before me this 16 day of March, 2007, James G. Rooney, President of Heartland Homes and Development of the Chippewa Valley, Inc., Member of Rooney Bros. LLC, a Wisconsin limited liability company, to me know to be such person and officer who executed the foregoing instrument and acknowledged that such person executed the same as such officer, by his or her authority for the purposes therein contained.

Charlotte C Butler

Notary Public
Eau Claire County, Wisconsin
My Commission Expires: 10/24/2011

HEARTLAND DEVELOPMENT, INC.
a Wisconsin corporation

By: James G. Rooney
James G. Rooney, President



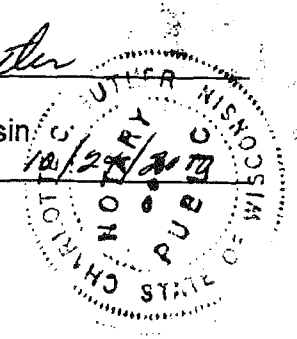
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF EAU CLAIRE)

Personally came before me this 16 day of March, 2007, James G. Rooney, President of Heartland Development, Inc., a Wisconsin corporation, to me know to be such person and officer who executed the foregoing instrument and acknowledged that such person executed the same as such officer, by his or her authority for the purposes therein contained.

Charlotte C Butler

Notary Public
Eau Claire County, Wisconsin
My Commission Expires: 10/24/2011




ACKNOWLEDGMENT AND CONSENT
OF MORTGAGEE

First Bank & Trust, as the mortgagee of the property described in Exhibit "A", hereby acknowledges the foregoing Declaration of Conditions, Covenants and Restrictions for Whisper Ridge and expressly consents to said Declaration of Conditions, Covenants and Restrictions for Whisper Ridge and its recording in the Dunn County Register of Deeds Office.


Executed this 19 day of March, 2007.

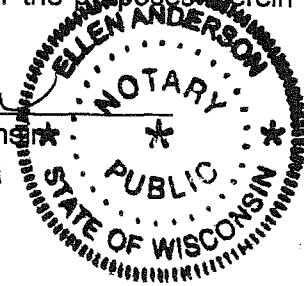
FIRST BANK & TRUST

By: 
ROBERT J. BOEHM

STATE OF WISCONSIN)
)ss.
COUNTY OF Dunn)

Personally came before me this 19th day of March, 2007,
Robert J. Boehm to me known to be the person who executed the
foregoing instrument and acknowledged the same in the capacity and for the purposes therein
intended.


Notary Public, State of Wisconsin
My Commission: 6-28-09



THIS DOCUMENT SHOULD BE RETURNED TO:
Attorney John W. Van Note
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703

ACKNOWLEDGMENT AND CONSENT
OF HEARTLAND HOMES AND DEVELOPMENT
OF THE CHIPPEWA VALLEY, INC.

Prior to the date of execution of this Declaration, the Developer conveyed certain Lots to Heartland Homes and Development of the Chippewa Valley, Inc. By execution hereof Heartland Homes and Development of the Chippewa Valley, Inc. joins in this Declaration to subject all Lots owned by it to the terms, conditions, covenants and restrictions contained in this Declaration of Conditions, Covenants and Restrictions for Whisper Ridge and expressly consents to said Declaration of Conditions, Covenants and Restrictions for Whisper Ridge and its recording in the Dunn County Register of Deeds Office.

Executed this 16 day of March, 2007.

**Heartland Homes and Development of the
Chippewa Valley, Inc.**

By: [Signature]
James G. Rooney, President

STATE OF WISCONSIN)
) ss
COUNTY OF EAU CLAIRE)

Personally came before me this 16 day of March, 2007, James G. Rooney, President of Heartland Homes and Development of the Chippewa Valley, Inc., to me know to be such person and officer who executed the foregoing instrument and acknowledged that such person executed the same as such officer, by his or her authority for the purposes therein contained.

Charlotte C. Butler
Notary Public
Eau Claire County, Wisconsin
My Commission Expires: 10/24/2010

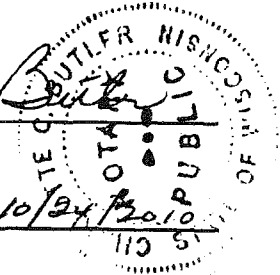


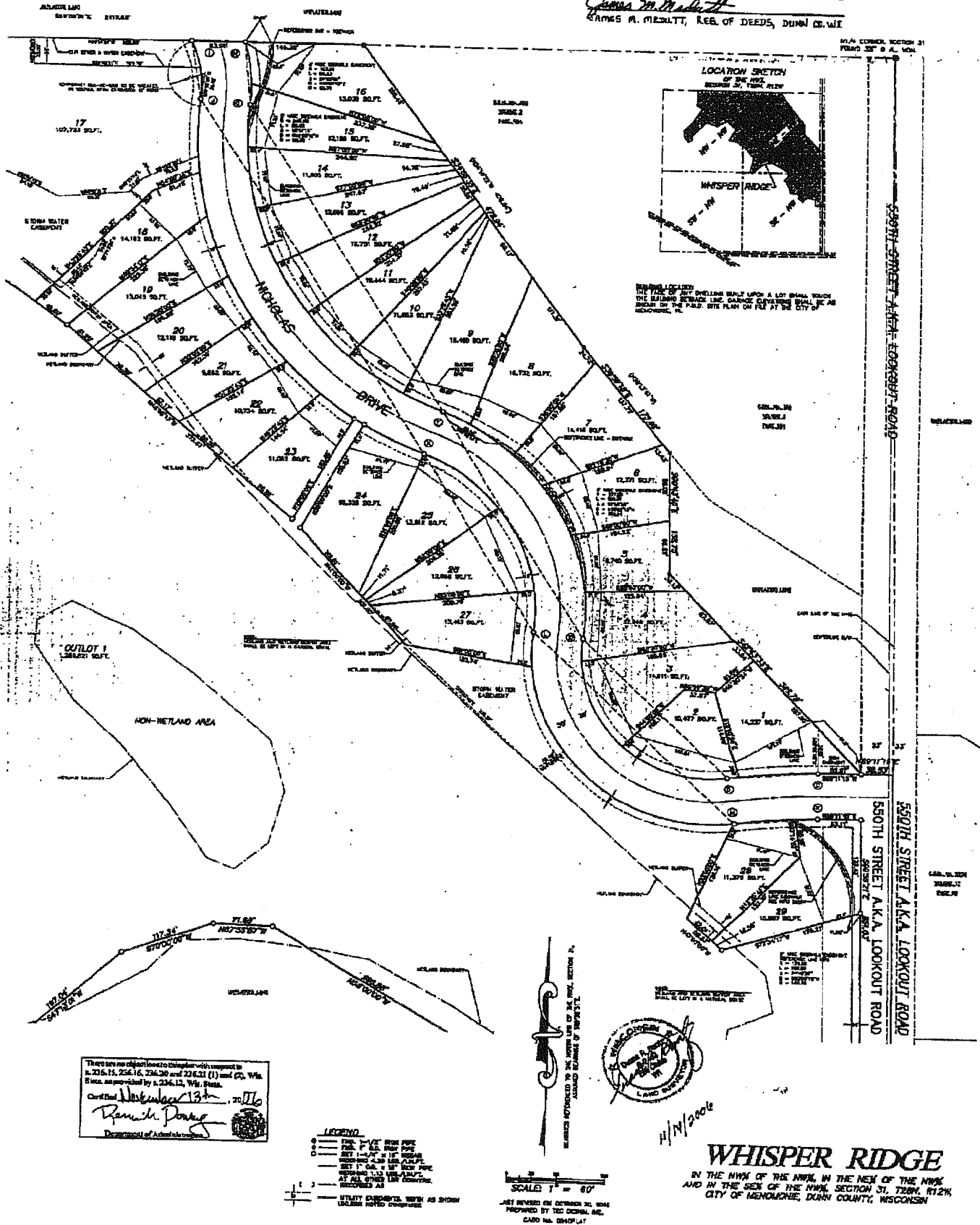
Exhibit "A"

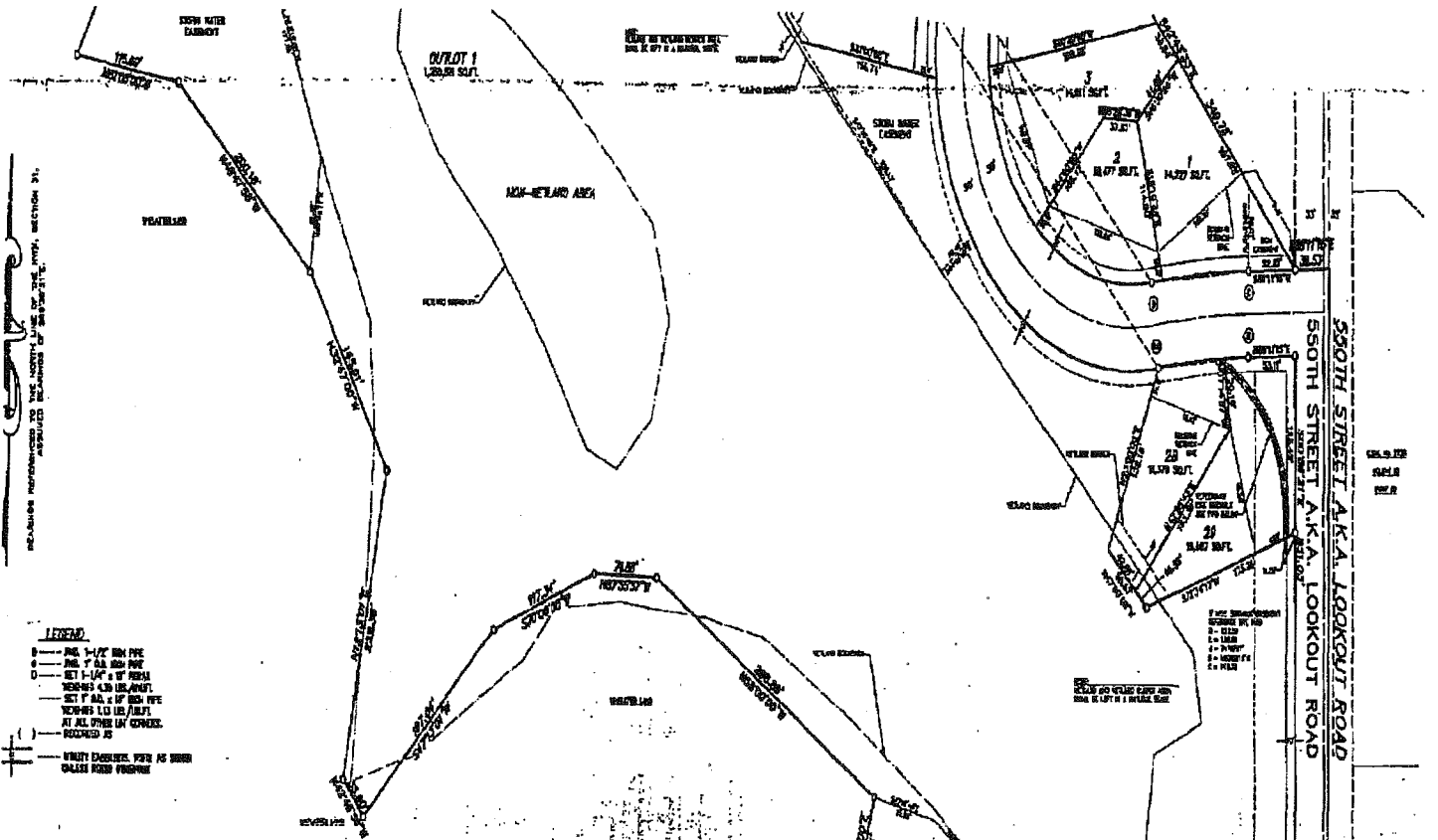
Phase I Property

Lots One (1) through Twenty-nine (29), inclusive, and Outlot One (1), Plat of Whisper Ridge, recorded on December 4, 2006, in the Dunn County Register of Deeds office in Volume 8 of Plats, Page 81, as Document Number 539400, City of Menomonie, Dunn County, Wisconsin.

[A COPY OF THE PLAT OF WHISPER RIDGE IS ATTACHED TO THIS EXHIBIT "A"]

DOCUMENT NUMBER 539400
 REC'D DECEMBER 4 2006 AT 10:55 AM
 RECORDED: VOLUME 8 PLATS PAGE 81
 James M. Maultz
 JAMES M. MAULTZ, REG. OF DEEDS, DUNN CO. WI





DRIVE TABLE									
LOT	LENGTH	RANGE	REMARK	CHORD	DETA	TANGENT	1ST TANGENT	2ND TANGENT	
0.1	178.63	285.00	N40°00'24"W	225.10	A100°00'	118.24	N40°00'24"W	N40°00'24"W	
1	148.10	238.50	S89°37'37"W	106.02	72°17'	54.85	S89°11'57"W	N40°35'00"W	
2	65.39	83.00	S87°00'00"W	48.81	6°15'12"	41.85			
3	12.74	20.00	S87°00'00"W	12.71	0°26'06"	8.35			
2-4	294.25	360.00	S85°00'00"W	254.41	16°20'00"	210.78	S87°30'00"W	N40°35'00"W	
2	131.62	160.00	S75°25'30"W	124.36	45°30'17"	73.88			
3	172.85	160.00	S75°00'00"W	122.55	60°00'00"	86.55			
4	28.74	160.00	S81°30'00"W	28.69	18°30'00"	14.91			
4-5	370.64	260.00	N40°00'24"W	344.17	60°00'00"	217.85	N40°00'24"W	N40°00'24"W	
4	41.87	260.00	N40°00'33"E	41.78	0°40'11"	31.88			
5	75.89	260.00	N45°28'00"W	75.74	5°45'15"	58.74			
6	74.45	260.00	N45°30'11"W	74.18	0°15'27"	57.47			
7	52.48	260.00	N45°30'15"W	52.41	0°04'20"	37.42			
8	81.26	260.00	N45°30'00"W	81.05	0°33'28"	51.29			
9	35.00	260.00	N45°30'00"W	34.87	7'45"30"	19.03			
9-10	532.57	365.00	S75°00'00"W	467.84	74°30'00"	299.17	N40°00'15"W	N40°00'15"W	
9	53.15	365.00	S64°43'37"E	52.89	7°53'38"	41.84			
10	82.87	365.00	S54°28'34"E	82.88	0°20'30"	61.84			
11	16.24	365.00	S54°28'34"E	16.21	11°25'30"	36.37			
12	24.81	365.00	S57°26'46"E	24.49	11°06'15"	37.17			
13	77.71	365.00	S60°00'00"E	77.58	11°33'33"	58.87			
14	64.65	365.00	S60°15'17"E	64.38	0°09'05"	48.85			
15	26.88	365.00	S60°15'17"E	26.54	0°00'00"	21.97			
15-16	113.71	210.00	N45°30'00"W	105.33	22°41'34"	62.14	N40°00'15"E	N40°00'15"W	
15	77.38	210.00	N40°00'15"E	77.21	7°00'11"	51.71			
16	56.35	210.00	N40°30'00"W	55.83	15'13"21"	38.85			
17	36.03	150.00	N60°15'15"E	37.15	29°45'15"	34.32	S21°30'15"W	S60°15'15"E	
17-24	360.00	450.00	S31°05'15"E	346.82	54°47'34"	340.18	S60°15'15"E	S60°15'15"E	
17	37.44	450.00	S60°15'15"E	37.24	0°20'45"	28.11			
18	58.13	450.00	S60°30'00"E	57.90	7'37'04"	28.17			
19	85.98	450.00	S59°15'41"E	85.78	0°45'28"	41.57			
20	63.41	450.00	S60°30'00"E	63.24	0°10'31"	31.78			
21	70.78	450.00	S57°17'05"E	70.88	0°06'40"	33.45			
22	56.24	450.00	S65°30'00"E	56.28	0°00'00"	28.21			
23	53.15	450.00	S52°54'00"E	53.08	0°00'00"	26.39			
0.1	14.05	450.00	S67°15'20"E	14.08	1°20'24"	7.07			
24	81.78	450.00	S67°15'20"E	81.84	0°30'33"	41			
25-27	280.73	220.00	N40°00'24"W	278.05	79°45'16"	171.82	S40°00'24"W	S70°00'24"W	
25	117.57	220.00	N69°24'40"W	116.92	30°30'00"	60.08			
26	118.78	220.00	N22°00'00"E	116.85	30°00'00"	60.01			
27	36.18	220.00	N40°00'24"W	35.01	1°47'30"	17.77			
27.01	45.15	220.00	S45°00'00"E	340.85	180°00'00"	203.42	S70°00'24"W	S70°00'24"W	
27	134.43	220.00	S70°00'24"W	133.07	0°00'00"	22.65			
0.1	300.98	220.00	S70°00'24"E	298.85	0°00'00"	24.15			
28-29	140.28	780.00	S44°27'30"E	139.22	72°17'	56.77	N40°35'00"W	N44°27'30"E	
28	72.42	780.00	S44°27'30"E	74.25	0°00'00"	32.17			
29	21.88	780.00	S44°27'30"E	21.15	0°00'00"	13.58			

These are subject to inspection with respect to
a. 236.14, 236.16, 236.30 and 236.22 (1) and (2), W-8
Stat. as provided by a 236.12, W-8 Stat.
Certified November 13th, 20th
Renee D. Dwyer
Department of Administration



SCALE: 1" = 40'

NOT ISSUED ON ORDER IN SUPPORT
PREPARED BY THE BUREAU OF
CRIME RE. 65-15417

WHISPER RIDGE

IN THE NW1/4 OF THE NW1/4, IN THE NE1/4 OF THE NW1/4
AND IN THE SE1/4 OF THE NW1/4, SECTION 31, T20N, R12E,
CITY OF MENOMONEE, DUNN COUNTY, WISCONSIN

