

James M. McDuff
 JAMES M. MCDUFF REG. OF DEEDS, DUNN, CO. WI
 Agent David R. Wagner
 1320 River Heights
 Menom

14.00
 3.50
 17.50

DECLARATION OF COVENANTS AND RESTRICTIONS**404350**

THIS DECLARATION is made this 23rd day of July, 1993, by the undersigned owners ("OWNERS").

W I T N E S S E T H:

WHEREAS, The Owners of the real property described in paragraph 1 of this Declaration, are desirous of subjecting the real property described in said paragraph 1 to the covenants, conditions, restrictions and reservations hereinafter set forth for the benefit of the said property as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, Owners hereby declare that the real property hereinafter described 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 following property shall be subject to this Declaration:

Lots 1 through 40, Wagner Addition, City of Menomonie,
 County of Dunn, State of Wisconsin.

2. General Purpose. The purpose of this Declaration is to insure the best use and most appropriate development and improvement of lots; to protect owners of lots against such use of surrounding building sites as will 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 a 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; and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars.

4. Mobile Homes. No trailer, mobile home or double-wide modular home shall be placed on the above-described property, neither as real estate nor as personal property. Travel trailers and recreational vehicles shall not be stored on any lot on a permanent basis.

5. Camping. No camping shall be permitted on any lot at any time.

6. Completion of Construction Work. All building exteriors, including exterior color, shall be completed within twelve (12) months from the date construction begins.

7. Paved Driveways. A cement or blacktop driveway is to be in place within two (2) years after commencement of construction; provided, however, a paved driveway is not required to be completed until the street in front of the driveway is paved.

8. Building Location. No building shall be located on any lot nearer to the front line or nearer to the side line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer to the front line than 15 feet, or nearer to the side line of an adjoining lot than 10 feet, or nearer the rear lot line than 30 feet, or nearer to a sidestreet line than 15 feet, as measured at the foundation, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In any case, the City of Menomonie requirements for single-family residential district shall not be violated.

9. Dwelling Quality and Size. No dwelling which fails to meet the following requirements shall be erected on any building site. All dwellings shall have a minimum one-car attached garage and a minimum floor area for the dwelling as follows:

- a. For any one-story dwelling, with basement, excluding garage, no less than 1,600 square feet on the first floor.
- b. For any two-story dwelling, no less than 900 square feet on the first floor and no less than 1,800 square feet in total.
- c. For any split-level dwelling, a minimum of 1,800 square feet of living area on the upper two levels.
- d. For any bi-level (raised ranch or exposed basement ranch) a minimum of 1,200 square feet on the upper level and 800 square feet finished living area on the lower level.
- e. For any dwelling, without basement, no less than 200 additional square feet on the first floor of a one-story or a two-story or the upper two levels of a split-level.

The Land Use and Building Design Committee as provided in Section 15 hereof shall have exclusive jurisdiction to determine the type of dwelling and if the floor area requirements shall be met by a particular proposed structure. Any such action by said Committee shall be final and conclusive.

10. Subdividing Lots. No lot shall be divided, subdivided or redivided so as to allow more than one dwelling per lot (as originally surveyed).

11. Pets. No animals shall be kept or maintained on any lot except the usual household pets, and in such cases, the 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.

12. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, shack, garage, barn, or other outbuilding shall be permitted to remain or be used on any lot at any time as a residence either temporarily or permanently.

13. 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 five square feet advertising the property for sale or rent, or signs used by a builder or a broker to advertise the property during the construction and sales period.

14. Architectural Control. No building or other permanent structure 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 the Land Use and Building Design Committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.

15. Land Use and Building Design Committee. The Land Use and Building Design Committee is composed of David R. Wagner and Holly J. Wagner. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

16. Approval Procedure. The Land Use and Building Design Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 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 and the related covenants shall be deemed to have been fully complied with.

17. Noxious Activities. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance to the neighborhood. Running of recreation vehicles (mini-bikes, snowmobiles, etc.) on any lot for extended periods or as a matter of practice shall constitute a nuisance.

18. Garbage. No garbage, ashes, brush, unused or junk vehicles, or refuse, or refuse receptacles shall be placed or left on any lot so as to be exposed to view or to become a nuisance.

19. Storage Tanks. No tank for the storage of fuel shall be maintained above or below the surface of the ground on any lot.

20. 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 for a term of 20 years from the date this declaration is recorded. After the expiration of said 20 year term, the covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.

21. 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.

22. 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.

IN WITNESS WHEREOF the undersigned Owners have set their hands and seals the day and year first above written.

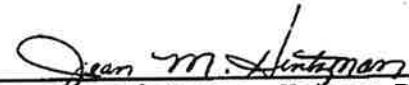


David R. Wagner



Holly J. Wagner

Subscribed and sworn to before me this
23rd day of July, 1993.



Jean M. Hintzman, Notary Public
Dunn County, Wisconsin
Commission expires: March 13, 1994



Drafted By:

William H. Thedinga
Thedinga Law Firm
P.O. Box 3250
Menomonie, WI 54751

AMENDMENT TO
DECLARATIONS OF COVENANTS
and RESTRICTIONS

Document Number: 404350
Return Address: STONEBROOK HOMES LLC
3311 GOLF Rd.
EAU CLAIRE, WI 54701
pd 11.00

521798

DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES N. HRDUTT

RECORDED ON
03/31/2005 09:05AM

REC FEE: 11.00
TRANS FEE:
FEE EXEMPT #:

PAGES: 1

This Amendment to the Declaration is made this 23 day of March, 2005 by the undersigned owners;

The legal description for the property is listed as follows:

Lots 1 through 40 Wagner Addition, City of Menomonie, County of Dunn, State of Wisconsin.

WHEREAS, the original owners of the real property described above have sold their majority interest; and

WHEREAS, the original owners, David and Holly Wagner, were designated as the Architectural Control Committee; and

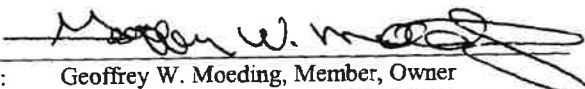
WHEREAS, the original owners no longer have a financial interest in said project and have designated the new majority owners of the project as the Architectural Control Committee; and, attached hereto and incorporated herein by reference is said designation; and


WHEREAS, the new majority owners are Stonebrook Homes LLC by members Geoffrey W. Moeding and Michael K. Benrud.

NOW, THEREFORE, BE IT RESOLVED THAT, Geoffrey W. Moeding and Michael K. Benrud as members of Stonebrook Homes LLC are hereby designated as the Architectural Control Committee.

Dated this 23 day of March, 2005.

Stonebrook Homes, LLC



By: Geoffrey W. Moeding, Member, Owner


By: Michael K. Benrud, Member, Owner

This document was drafted by:

Rick L. Pendergast, Attorney at Law
1903 Keith Street, Suite 1
Eau Claire, WI 54701

Subscribed and sworn to before me this 23 day of March, 2005


Notary Public
Eau Claire County, WI My Commission expires
12/24/06