

530166

DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES M. MRDUTT

RECORDED ON
12/21/2005 11:40AM

REC FEE: 21.00
FEE EXEMPT #:

PAGES: 6

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR THE
PLAT OF EAGLE CREST II**

pd 21.00
RETURN TO:
MORRIS CARLSON & HOELSCHER PA
8300 NORMAN CENTER DR
SUITE 710
BLOOMINGTON MN 55437

This Declaration made and entered into this 29th day of November, 2005 by Five Star Properties of Wisconsin, LLC, a limited liability company organized and existing under the laws of the State of Wisconsin, (hereinafter referred to as the "Developer") and consented to by Charter Bank, the holder of a first Mortgage covering the property covered hereby.

R E C I T A L S

1. Developer is the fee owner and developer of the certain real estate situated in the County of Dunn, State of Wisconsin legally described as the Plat of Eagle Crest II consisting of Lots 10-74 (hereinafter referred to as the "Property"). Individual Lots within the Property shall hereinafter be referred to as a "Lot" or "Lots".
2. The Developer desires to provide for the preservation of the residential value of the Property by placing certain restrictive covenants upon the Property as more fully hereinafter set forth;

3. The undersigned hereby desire to impose upon and make the Property subject to the following easements, restrictions, covenants and conditions (hereinafter collectively referred to as "Covenants"), which shall run with the land and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

A. Land Use and Building Type:

- i. No Lot shall be used except for residential purposes.
- ii. Storage buildings shall be located toward the rear of Lot behind the main residence and shall be constructed of house style siding and shingles. Size, placement and design are under the control of these Declarations and subject to the approval of the architectural control committee.

B. Dwelling Quality and Size: All dwellings shall be of good workmanship, of good quality materials. The living space area of the dwelling structure shall not be less than the following minimums square feet:

| | |
|--------------------------------|--------------------|
| Ranch Main Floor | 1,400 sq. ft. min. |
| 2 Story 1 st level | 1,000 sq. ft. min. |
| Bi-level 1 st level | 1,200 sq. ft. min. |

The above square footages exclude garages and decks.

Each dwelling shall have a paved or hard surface driveway leading from the garage to the street.

All construction shall conform to all local, township, county, and state ordinances, building codes and laws current in effect at the time of the construction thereof. All structures shall be completely finished on the exterior within nine months after commencement of construction thereof.

C. DEVELOPER APPROVAL: No buildings or structure shall be erected materially altered or placed on any Lot until the plans, specifications and site development plans are approved in writing by the Developer or the Developer's designated representative in charge of architectural control. In the event the person or persons having authority to approve or disapprove said plans fail to act within thirty (30) days after said plans and specifications have been submitted to the Developer or its representative, or, in any event, if no suit to enjoin the erection of such building or structure or the making of such alterations has been commenced within sixty (60) days from the commencement of construction which is defined as the date of pouring footings, such approval will not be required and this Covenant will be deemed to have been fully complied with. A final copy of all plans submitted for approval shall be left with and be the property of the Developer for its permanent files.

Upon sale of all Lots or if the Developer relinquishes architectural control (whichever is sooner), the owners of Eagle Crest II Lots shall choose their own committee for enforcement (Architectural Control Committee).

D. Building Location: No structure shall be within 10 feet from any side lot line and no closer than 30 feet to either front or back lot line, but in any event in compliance with the ordinances, laws and regulations of Dunn County and the State of Wisconsin.

E. Easements: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain 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 easements, or which may restrict or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements therein shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

F. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.

G. Temporary Structure or Outbuildings: No structure of a temporary character, trailer, basement, garage, barn or other outbuilding shall be used on any Lot as a residence either temporarily or permanently.

H. Signs: No signs 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 the Developer or by a builder to advertise the property during the construction and sales period.

I. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Notwithstanding the foregoing, dogs, cats or other household pets may be kept on any Lot provided that they are not kept, bred or maintained for any commercial purposes.

J. Term: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time such Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots have been recorded, agreeing to change said Covenants in whole or in part.

K. Care of Lots: All Lots must be maintained in a clean and neat manner such as mowing, weed cutting, and no storing of debris.

L. No Commercial Equipment: All commercial equipment including but not limited to semi trailers, trucks (larger than a three-quarter ton pick-up or SUV), tractors and other commercial equipment shall be stored in a covered outbuilding.

M. Landscaping: All landscaping must be approved by the Developer or Architectural Committee either during the original development of the Lot. No trees or shrubs shall be planted within 2 feet of any Lot line. There shall be no grading changes that increase or decrease the natural water flow of one lot to another.

N. Satellite Dishes and Antennas: No exterior television or radio antennas shall be permitted. Satellite receivers shall be no more than 21 inches in diameter, and shall be mounted on the roof of a house, garage or storage shed.

O. Incinerators: Use of incinerators of any type for the burning of waste products shall be prohibited.

P. Outside Storage Tanks: There shall be no outside storage of fuel except for LP tanks.

Q. 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.

R. No Subdivision of Lots: No Lot shall be divided or re-divided without the specific written authority of Developer or the Architectural Control Committee.

S. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant, either to restrain violation, compel compliance, or to recover damages. The prevailing party in any enforcement action shall be entitled to a judgment against the non-prevailing party for all costs of such enforcement proceeding including the reasonable attorneys' fees incurred by the prevailing party.

T. Severability: Invalidation of any one or more of these Covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

U. Modification: This instrument may be modified by a recorded instrument executed by the owners of sixty percent (60%) of the Lots covered hereby.

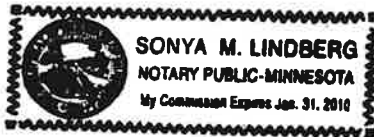
IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for the Plat of Eagle Crest II was executed on the day and year first above written.


FIVE STAR PROPERTIES OF WISCONSIN, LLC

By: 
Richard L. Morris
Its: Chief Manager

State of Minnesota)
) ss
County of Hennepin)

This instrument was acknowledged before me this 29th day of November, 2005 by Richard L. Morris the Chief Manager of Five Star Properties of Wisconsin, LLC, a limited liability company organized and existing under the laws of the State of Wisconsin, on behalf of the company.




Notary Public
My commission expires 01-31-2010

CONSENT OF FIRST MORTGAGE HOLDER

The undersigned, Charter Bank, hereby consents to the above Declaration of Covenants and Restrictions.

Dated: Nov. 30, 2005

CHARTER BANK

By: Dean Chu
Its: President

State of Wisconsin)
) ss
County of Eau Claire)

This instrument was acknowledged before me this 30 day of November, 2005 by Dean M. Olson the President of Charter Bank a Corporation organized and existing under the laws of the State of Wisconsin, on behalf of the company.

Lisa K. Johnson
Notary Public
My commission expires _____ USA K. 10



LISA K. JOHNSON
Notary Public - State of Wisconsin
My Commission Expires February 19, 2006

THIS DOCUMENT WAS DRAFTED BY:

Morris Carlson & Hoelscher, P.A.
8300 Norman Center Drive, Suite 710
Bloomington, MN 55437



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Tx:4001469

587009

**DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES M. MRDUTT**

**RECORDED ON
04/27/2012 2:11 PM**

**REC FEE: 30.00
FEE EXEMPT #:
PAGES: 5**

**DECLARATION OF COVENANTS RESTRICTIONS
AND CONDITIONS FOR PLAT OF EAGLE CREST II
SUBDIVISION IN THE TOWN OF SPRINGBROOK
DUNN COUNTY, WISCONSIN**

Drafted by: Tod J Torgerson

MKT Holdings (93% owner) does hereby amend the reservations
and restrictive covenants on the Subdivision as hereinafter defined.

Return To:

Tod Torgerson

E. 2965 Aspen Rd.

Eleva, WI 54738

The reservation and restrictive covenants hereinafter set out are to
Run with the land and shall be binding on all parties who acquire
an interest in the said Subdivision. The intent of this document is to
Supersede Covenants and Restrictions recorded in Dunn County on 12/21/2005.

All present and future owners of lots excepting lots 11,12,19,26, and 35

Shall be subject to and shall comply with the following restrictions as amended from time to time. The acceptance of a deed or conveyance for any part of said addition or the entering into occupancy of any construction thereon shall constitute an acceptance by such owner or occupant of these restrictions as amended from time to time. These restrictions shall be covenants running with the land and shall bind any person having at any time, any interest or estate in such real property, as though these provisions were recited and fully stipulated in each deed or conveyance thereof.

1. Definitions:

A. "Architectural Committee"

- (1) MKT Holdings LLC
- (2) That individual(s) or entity appointed in writing by MKT Holdings
And filed with the register of deeds of Dunn County as successor
Developer, which shall include and individual(s) or entity who
Receive by recorded sale, transfer, inheritance, or assignment
the entire unsold interest of MKT Holdings in the subdivision

other than individual purchases of lot(s) from MKT Holdings.

- (3) Upon the sale of all lots to individual purchasers, owned by MKT Holdings, or their successor, the responsibilities of the Architectural Committee shall be assumed by the home owners.

B. "Subdivision" means: Lots 10 through 75 and out lots 2, 3, 4, 5, 6 excepting Lots 11,12,19,26, and 35 of Eagle Crest II in the Town of Spring Brook, Dunn County, Wisconsin.

2. The Architectural Committee shall regulate the external design, appearance, use, location, and maintenance of the properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

3. All lots and all improvements thereon shall be subject to the following architectural Restrictions:

- A. Single Family Houses. Only single-family houses based upon colonial, transitional or traditional styles shall be permitted. The Architectural Committee shall be the sole judge of whether submitted plans conform to this restriction. Aesthetic considerations will be of primary importance and will take precedence over objective criteria. The submission of preliminary plans, site plans, and elevations is encouraged.
- B. Single Story Houses. Single story houses shall have not less than 1400 sq. ft. on the main level, excluding the garage and 2000 sq. ft. including the garage so that if the garage is less than 500 sq. ft. such additional area must be added to the finished area of the house. Bi-level houses are under the same restrictions except for the main level must be 1200 sq. ft. minimum.
- C. Two Story Houses. Two-Story houses shall have not less than 1000 sq. ft. on the main floor excluding the garage and a total of 1800 sq. ft. total excluding the garage, with a total of 2400 sq. ft. including the garage.
- D. Out Buildings. Non-attached out buildings may be built on the property not to exceed 1280 sq. ft. The exterior roof lines, siding, ect. Must conform to the residence. Location, Design, and Architectural Approval are required prior to construction.
- E. Reduction of minimum Floor Requirements. The above minimum floor Area Requirements may be reduced by the Declarant or its subsequent agent, in the event the proposed architectural design and quality of the house is

such that it presents an appearance comparable or superior to the appearance of other houses built.

- F. Fences. Fences may be placed on the property adjacent to improvements with consent of the Architectural Committee. Said committee shall approve location as well as materials and height.

4. In the event the Architectural Committee fails to approve, modify, or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted.
5. Construction of improvements must be made within 2 years of excavation of basement.
6. The Architectural Committee shall not be liable to any owner, contractor, subcontractor, laborer, or material men in connection with any construction in the said addition and shall not be liable to any person sustaining personal injury or property damage, for any claim rising in connection with any construction, alteration, or improvement on said addition.
7. Subdivision of lots. There shall be no subdivision of lots without the written consent of the Architectural Committee.
8. Rubbish/ Clotheslines. Act. Exterior clotheslines must not be visible from the front of the house. No signs or other advertising shall be displayed on any lot other than a sign identifying the property "For Sale" may be displayed on a lot providing it is reasonable and is in good taste. No refuse pile or unsightly objects shall be allowed to be placed or subject to remain on any lot. Garbage cans, waste, waste receptacles, and any other outside storage of materials must be concealed within garages.
9. Nuisance. No lot shall be allowed to appear in an unclean or untidy condition or one that will be obnoxious to the eye; nor shall any substance, junk, or material be kept on any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. In keeping with this concept, exterior lighting shall not be directed in such a manner as to create nuisance to neighbors.
10. Animals. Domestic house pets may be kept on the property, but not for commercial breeding. No livestock may be kept or bred on the property, including but not limited to horses, cows, goats, chickens, pigs, rabbits, turkeys, ect. Refer to the Architectural committee for limited approval.
11. Out lots. Out lots 2,3,4,5,and 6 as noted on the Plat of Eagle Crest II are reserved for green space areas/ retention ponds. These areas are to be kept in their natural state and shall not be changed or altered in any way without the written consent of the Architectural committee, or subject to governmental regulations to the contrary.

12. Sign Easement. Lots 48 and 52 shall contain an easement for signage to identify said subdivision. MKT Holdings reserves the right to have signs on said easement until all of the lots have been sold. At that time the homeowners shall have the option to maintain signage or remove them at their cost and said easement shall terminate if not used.
13. Duration. The covenants shall be enforceable for a 20 year period from the day of execution and shall be automatically renewable for an additional 20 year term unless modified or amended by a 60%majority vote.
14. Enforcement. To enforce conformity to these covenants and restrictions by MKT Holdings or any person claiming by, through or under MKT Holdings, MKT Holdings 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 MKT Holdings shall be final as to the interpretations of the foregoing reservations and restrictions. The failure to promptly enforce any of the reservations and restrictions by any court of competent jurisdiction in no ways shall affect any of the other restrictions and reservations, but they shall remain in full force and in full effect. Should the lot owner, after due notice, fail, neglect or refuse to comply with the forgoing restrictions and reservations and the Developer or other lot owners, are required to seek judicial relief for the same, then the violating lot owner(s) shall be further responsible for the costs and expenses incurred in the enforcement of these reservations and restrictions.

These Restrictive Covenants established by the owners of all the lots in the plat of Eagle Crest II Except Lots 11, 12, 19, 26, 35 this 26TH day of APRIL, 2012.

MKT Holdings LLC



By: Kevin L. Patrow



By: Marcus J. Torgerson



By: Tod J. Torgerson

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss

Eau Claire County)
Personally came before me this 26 day of
April, 2012 the above named
Kevin L. Patrow, Marcus J. Torgerson and
Tod J. Torgerson

To me known to be the person who executed the
foregoing instrument and acknowledge the same.

* Kathleen S. Strauch
Notary Public Eau Claire County, Wisconsin
My Commission Expires 3-24-13

