Document Number

DECLARATION OF RESTRICTIVE COVENANTS

551203

DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES M. MRDUTT

RECORDED ON
03/03/2008 11:45AM

REC FEE: 33.00
FEE EXEMPT #:

PAGES: 12

THIS SPACE RESERVED FOR RECORDING DATA

pd 33.00

RETURN TO:

William J. Spangler
Weld, Riley, Prenn & Ricci, S.C.
PO Box 1030
Eau Claire, WI 54701

DECLARATION OF RESTRICTIVE COVENANTS PLAT OF SOUTHFIELDS TOWN OF RED CEDAR, DUNN COUNTY

TMR Investments, LLC, (hereinafter "Developer") a Wisconsin limited liability company, hereby declares and imposes upon the following Restrictive Covenants (hereinafter "Covenants") upon the Plat of Southfields, as hereinafter legally described (hereinafter "Southfields"), together with all of the land situated within its boundaries, which Restrictive Covenants shall run with the land and shall be binding upon the Grantee, its successors and assigns in perpetuity:

I. Statement of Purpose

These Covenants are created for the purpose of facilitating an orderly development and dedication to use of the subject real estate for residential purposes. It is intended that they are for the benefit of all property owners, present and future, of land situated in the Plat of Southfields.

These Covenants supercede and replace the Covenants dated April 25, 2006 and previously provided to all current Southfields lot owners.

II. Description of Real Estate Subject to Covenants

The following described real estate, generally referred to as "Southfields," shall be subject to these Restrictive Covenants. A copy of the plat of Southfields is attached hereto as **Exhibit A**.

Lots 1,2 & 3 of CSM 3245, recorded September 13, 2005 in Volume 15 of Certified Survey Maps, Page 45 as Document #527083. Being the Southeast Quarter of the Southeast Quarter of Section 31, Township 28 North of Range 12 West. Lots 15-20 of Southfields First Addition. Lots 4 thru 9 and lots 13 and 14 of Southfields. Town of Red Cedar, Dunn County, Wisconsin.

III. Definitions.

The following definitions shall control the interpretation and use of terms found in these covenants. In addition, throughout these Covenants, the singular shall include the plural.

"Architectural Reviewer" or "Reviewer" shall mean the Developer, initially, and thereafter, the designated committee of the Owners Association.

"Owners Association" shall mean the Southfields Homeowners Association, by whatever name and in whatever organizational format such association is created.

"Common areas" shall mean any and all land in Southfields which has been reserved, whether by deed, easement or other means, in favor of the use of Southfields and/or its owners and occupants. Said Common Areas shall include, but are not limited to, park and recreation areas established by the Owners Association, as well as any storm water drainage ponds.

"County" shall mean Dunn County.

"Developer" shall mean TMR Investments, LLC, its successors and assigns.

"Frequently used" with reference to motorized vehicles shall mean those vehicles which are used by the owner or user of a lot at least once during every successive nine month period.

"Other Governmental Unit" shall include any and all regulatory authorities, empowered under state law or local ordinances to exercise any control over the use of land within Southfields.

"Occupant" shall mean any person other than an owner who resides in or upon any lot in Southfields, including but not limited to tenants and lessees.

"Owner" shall mean the owner of record of each lot in Southfields, whether there are one or more owners.

"Plat" shall mean the Plat of Southfields.

"Principal Structure" shall mean a single family residence.

"Public street" shall mean any route of travel in Southfields maintained as a street or highway by a public authority, including but not limited to the Town of Red Cedar and Dunn County. This term shall further be interpreted as including not only the traveled portion thereof but the entire width of the right of way of each, such public street, as identified with reference to the plat.

"State" shall mean the State of Wisconsin.

"Structure" shall mean any man made object which is erected or constructed, the use of which requires that it have a permanent location on the ground or an attachment to something having a permanent location on the ground. It shall include but not be limited to houses and other types of buildings.

"Town" shall mean the Town of Red Cedar.

IV. Term of Covenants

These covenants shall run with and bind all of the real estate in Southfields for a period of twenty-five (25) years, next following their recording. They may be extended for up to two (2) like periods of time upon a majority vote of the owners of lots of record as of the time each such extension is voted upon.

V. Owners Association

1. Owners Association: General. The owner or owners of each lot in Southfields shall be required to belong to an association of lot owners ("Owners Association"), which shall consist of the owners of all real estate contained within Southfields. There shall be no exceptions to this requirement. No vacant lot shall be sold or otherwise conveyed, nor any improved lot sold or conveyed which is not subject to this requirement.

2. Creation and Maintenance of Owners Association. The Owners Association shall be formed by the Developer, its agent or designee, upon the earlier of: (1) sale or conveyance of three-quarters (3/4) of the total number of platted lots; or (2) a date determined by Developer in Developer's sole discretion.

Thereafter, and subject to such articles of incorporation, partnership agreement or other association agreement as may be adopted on the vote by the initial members thereof and such bylaws or other organizational and operational regulations as may be adopted and amended, from time to time, by the said Owners Association, each owner of a lot in the subdivision shall be subject to and shall abide by and with all requirements imposed by the Owners Association and shall be subject to the assessment of dues, costs or other means of accommodation as may be required to finance the functions of the Owners Association. Said Owners Association or a similar successor Association shall remain in existence in perpetuity or for the life of the recorded plat of Southfields.

3. Membership in Association; Owners Entitled to Vote. Subject to the terms, conditions and limitations contained in the instruments creating and defining the purposes for the Owners Association, the owner of each lot in Southfields shall be entitled to one (1) vote as a member of said Owners Association. If there is more than one (1) owner of a given lot, they shall still be entitled to only one (1) vote. Votes may not be partitioned. It shall be the responsibility of the owner, where there is more than one (1) owner of a given lot, to determine how the lot's vote shall be exercised. The owner of each lot shall automatically be a member of the Owners Association, without any exceptions. Upon the sale or other conveyance of a lot, membership in the Owners Association shall automatically transfer to the buyer or conveyee.

4. Meetings. The Owners Association shall hold at least an annual meeting at which any business eligible to be taken up by said Owners Association may be conducted. Notice of such meeting shall be provided in writing to each owner and shall be delivered by U.S. mail or in person at least ten (10) days prior thereto. Nonetheless, an owner may waive, in writing, the necessity of formal, written notice in which event notice in such form and at such time as will reasonably apprise that owner of the time, date and place of a forthcoming meeting of the Owners Association will be deemed to be adequate. Special meetings may be held upon seventy-two (72) hours' notice, upon the call of at least thirty-three percent (33%) of the owners of lots in Southfields, in which event the remaining owners shall be notified in such manner as is specified in the Owners Association's organizational or operational documents. Owners may also vote by proxy. All meetings shall be held in the Town of Red Cedar, Dunn County, Wisconsin.

5. Duties of Owners Association.

A. General Duties. The Owners Association shall have the sole and exclusive right and ability to manage, control, repair, improve and restore any common areas in Southfields. In addition, it shall have such further duties and responsibilities as may, from time to time, become necessary in the opinion of a majority of the owners of lots in the plat.

B. Property and Public Liability Insurance. The Owners Association shall obtain and continue in effect property insurance, to insure any buildings and structures erected in the common areas, naming the Owners Association as beneficiary, against risks of loss or damage by fire and other hazards as are covered under standard fire and extended coverage provisions, and said insurance to include coverage against vandalism. The Owners Association shall also obtain comprehensive public liability insurance, in such amounts and with such limits, as it shall deem desirable, insuring the Association, its agents and employees, and each lot owner from and against liability in connection with the Common Area.

C. Taxes and Upkeep; Lien for Non Payment. All expenses of insurance, maintenance, upkeep and improvement of common areas in Southfields shall be borne by the Owners Association, together with all real estate and personal property taxes, if any, and special assessments and

Dunn County Register of Deeds Document Number: 551203 Page: 3

special charges levied or issued by governmental entities. The Owners Association shall oversee the collection of payments to cover all such expenses and shall be entitled to a lien against the title of each lot which is in default in such payments and in the event of non payment, may be entitled to foreclose upon the same in the same manner as that in which a real estate mortgage is foreclosed.

D. Establishment of Rules and Regulations Regarding Use of Common Areas. The Owners Association shall be charged with establishing as well as modifying, from time to time as it deems necessary, any and all rules and regulations governing use of the Southfields common areas.

E. Performance of Other Duties Specified in These Covenants. The Owners Association or an executive or managing committee, at the prerogative of the Owners Association, shall perform any and all other duties as may be prescribed for it elsewhere in these Covenants.

F. Maintenance of Common Areas. It shall be the duty of the Owners Association to undertake maintenance, repair and restoration responsibilities with respect to the Common Areas to be developed in Southfields. On an annual basis, or at more frequent intervals, if required in order to engage in emergency maintenance, repair or restoration efforts, the Owners Association shall assess against the owner of each lot in Southfields, an amount reasonably deemed to be required in order to meet those needs. Until such time as when the Owners Association has been organized, the Developer shall undertake this responsibility. The assessment for maintenance of the Common Areas shall be used for no other or further purposes by the Owners Association absent a majority vote of the lots in favor of such diversion of monies.

G. Architectural Review. Through a committee established for that purpose, architectural review functions in accord with **Article VII**, below. Until such time as when no less than one hundred percent (100%) of all of the lots in Southfields have been sold or otherwise conveyed, the Developer shall perform the duties of said committee.

H. All expenses of the Owners Association shall be shared equally by and between each of the lots in Southfields. General assessments shall be made annually by the Owners Association but this shall not prevent it from making special assessments on an as-needed basis. The sole exception to this paragraph shall be that the Developer shall not be subjected to assessments for any undeveloped lot remaining in its possession. Only if the Developer should build a principal structure on such a lot shall the Developer be subject to general or special assessments.

6. Notices. At all times the Owners Association shall maintain an agent or agents for receipt of notices to the Owners Association, including but not limited to proposals requiring architectural review. Service of notice upon the Owners Association shall be in writing and shall be deemed to have been made upon personal delivery of the same to one of the Owners Association's designated agents.

7. Maintenance of List of Owners. At all times the Owners Association shall maintain a current list of the owners of each of the lots in the plat. Said list shall, if necessary, be compiled from the tax records of the town or county. Notices deemed necessary or appropriate under the terms of these Covenants shall be considered as having been delivered if mailed by first class mail to the last known address of each owner in the event that said mailing is not returned as undeliverable. In such event, the Owners Association shall use reasonable means to attempt to ascertain the address for each such owner.

Dunn County Register of Deeds Document Number: 551203 Page: 4

VI. Use of Lots and Land in Southfields

1. Uses to Conform to Governmental Regulations. No lot shall be used contrary to applicable state, county, town or other governmental unit zoning or subdivision regulations, ordinances or statutes. The failure of a lot owner or occupant to so conform shall also constitute a violation of these covenants.

2. Nuisances. No person shall engage in any offensive or illegal trade or other activity on any lot in Southfields, nor in any activity which is or may become offensive or an annoyance to the other lot owners in Southfields, nor in any land use which could be characterized as a nuisance under state or local regulation.

3. Restrictions on Maintenance of Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats and other household pets, nor shall any dogs, cats or other household pets be kept, bred or maintained for commercial purposes. Nor shall any pets which are maintained by any lot owner or occupant be allowed to annoy other lot owners or occupants. The number of pets shall be restricted to a total of three (3) per house. Pets shall not be allowed to run at large at any time.

4. Structures to be on Permanent Foundations. No structure shall be erected on any lot which is not built upon a permanent foundation in accord with applicable governmental rules and regulations.

5. Temporary Structures Limited. Temporary structures shall not be allowed to be maintained or used on any lot in Southfields. This shall include, but shall not be limited to, temporary residences, trailers, mobile homes, basement residences, tents and metal storage sheds.

6. Vehicle Restrictions. Except as permitted below, no disabled, unregistered or inoperable motor vehicle shall be kept or maintained or allowed to be kept or maintained on any lot in Southfields. Nor shall the owner or occupant of any lot keep, maintain or store any racing vehicles or farm machinery on any lot. The storage of such motorized vehicles as snowmobiles, boats, trailers, campers, golf carts and jet skis, if any such motorized vehicle is frequently used by the owner or occupant of a lot, shall be allowed provided that none of them are stored closer than 35 feet from the right of way line of a public street, nor closer than 10 feet from an adjoining lot line. Any such storage shall be maintained only in full compliance with applicable governmental regulations and shall be fully screened in a manner consistent with the overall character of Southfields. What is appropriate in this respect shall be subject to the control of the Owners Association. Notwithstanding the foregoing, motor homes, campers and trailers may be parked for not more than fourteen (14) successive days on any lot. In addition, commercial vehicles and construction trailers shall be allowed during any construction or remodeling project. Motor vehicles used for delivery or in the provision of services to the owners or occupants of lots shall be permitted to be parked but only for those limited purposes. The only storage that is permitted shall be that of motor vehicles in structures approved of by the architectural review committee.

7. Commercial Vehicles Restricted. No commercial vehicle, defined as a truck of 1 ½ tons in capacity or over, shall be parked, placed, stored or allowed to remain on any lot or public street for a period of time in excess of eight (8) hours in length at any time.

8. Maintenance of Structures. No owner or occupant of any lot in Southfields shall allow any structure on said lot to fall into a state of disrepair, nor shall such owner or occupant fail or refuse to engage in ordinary maintenance of structures. All structures shall be kept neat and orderly in accord with commonly accepted community standards.

9. Exterior Lighting. To the extent that lot owners or occupants wish to maintain and use outdoor lighting, all exterior lighting shall be designed to be of such a focus and intensity so as not to disturb the owners or occupants of adjoining lots. Driveway or sidewalk lighting shall be subject to approval of the architectural review committee.

Dunn County Register of Deeds Document Number: 551203 Page: 5

10. Garbage, Refuse and other Solid Waste; Receptacles for Waste. No owner or occupant of any lot in Southfields shall use it as a dumping ground, temporarily or permanently, for any type of garbage, refuse or other solid waste, nor shall any household waste generated on a lot be kept upon such lot, except temporarily pending disposal and as to such waste, it must, at all times, be stored in sanitary containers, designed and located so as to eliminate the possibility of vermin and insect infestations. All waste receptacles, including but not limited to garbage cans and recycling containers shall be, if stored outside, concealed with decorative fences or structures, approved of by the Developer. Dumpsters, or similar construction material receptacles, shall be allowed to be placed on lots temporarily only and shall be removed no later than one (1) week next following the completion of the construction or remodeling work for whose purpose they have been placed in use on a given lot.

11. Signs Restricted. No owner or occupant of any lot shall place signs upon their lots except for "for rent" or "for sale" signs, not larger than four (4) by two (2) feet in size.

12. Pet Kennels. No more than one (1) kennel or outside enclosure or run may be maintained and used per lot for pets. The size, design and location of each kennel shall be approved of by the architectural review committee.

13. Outside Storage Restricted. In addition to the restrictions against the storage of motorized vehicles under Paragraph 6, above, no materials or equipment may be stored outside on any lot unless it is properly screened in a manner which is consistent with the overall character of Southfields. What is deemed to be appropriate in this respect shall be determined by the Owners Association through its architectural review committee. This restriction shall not apply to the temporary storage of construction materials during construction or remodeling projects.

14. Fences. No boundary fences shall be erected or maintained on or adjacent to the perimeter lot lines of a lot. Other fences shall be permitted only with the permission of the Owners Association and then only such fences as are consistent with the overall character of Southfields.

VII. Architectural Control

1. General Overview. No structure shall be erected, materially altered or placed upon any lot in Southfields until the plans, specifications and development plan, if any, has been approved of in writing by the Developer or its agent or designated representative in charge of architectural control (hereinafter "Architectural Reviewer"). At such time as when one hundred percent (100%) of all platted lots have been sold by the Developer, this function shall be performed by the Owners Association's Architectural Review Committee.

In the event that the person or persons having the authority to approve or disapprove of said plans fails or refuses to act within thirty (30) days after the said plans and specifications have been submitted, such approval shall not be required and this covenant shall be deemed to have been satisfied. Nonetheless, the approval period may be extended for not more than thirty (30) days upon notice from the Architectural Reviewer that additional time is required to complete its analysis process. Once approved, a copy of the final plans and specifications shall be deposited with the Architectural Reviewer for indefinite maintenance.

A. Design Plans and Specifications. Each design plan and specifications shall include, at the minimum, the following information: (a) drawings of all proposed structures showing floor plans, elevations or views of the structure; (b) description of exterior finishes, roofing types and exterior lighting equipment; (c) landscape plans; (d) address for response of Architectural Reviewer.

B. Standards. The Architectural Reviewer shall have the right to reject any plans and specifications which, in the discretionary judgment of the reviewer: (a) are not in conformity with the terms

Dunn County Register of Deeds Document Number: 551203 Page: 6

and conditions of these Covenants; (b) are not aesthetically consistent with the overall character of Southfields; or (c) are not in harmony with structures situated on adjoining lots.

C. Notices to Trigger Convening of Reviewer. The service of a written notice upon one of the Owners Association's designated agent, including all of the information hereinabove described, shall cause the Reviewer to convene to analyze plans and specifications. Such a meeting of the Reviewer shall be convened no later than thirty (30) days after the receipt of notice. The time period within which to render a preliminary or final decision shall commence with the date upon which the Reviewer initially convenes in response to a request for consideration of plans and specifications.

D. Variances. No variance from approved plans or specifications may be made unless and until the Architectural Reviewer shall have approved of such variance, in writing, which must, in all circumstances, be obtained prior to the commencement of any construction or alterations not in conformity with the existing, approved plans and specifications.

2. Decision Making of Architectural Reviewer. The Architectural Reviewer shall render its decision on any matter brought before it within thirty (30) days of the submittal. At the sole option of the Reviewer, such decision may be rendered in a preliminary or final form within that period of time. If preliminary and if the proponent is required to submit additional information to answer questions of the Reviewer, then the Reviewer shall, upon submittal of the supplemental information issue its decision within thirty (30) days.

3. Construction in Accord with Approved Plans. Persons to whom approval of plans and specifications have been issued shall proceed to construct or build their proposed improvements in strict compliance with the terms and conditions of such approval by the Reviewer.

VIII. Lot Standards.

1. Lot Size. It is intended that each lot in Southfields shall be used for the construction of one (1) single family residence. No lot shall be combined with another lot without the express, written permission of the Developer.

2. Lot Use. Each lot shall be used solely for single family residential purposes. No other or further use, even if permitted or conditionally permitted in accord with applicable zoning regulations shall be allowed in Southfields. Home occupations shall be permitted on a case-by-case basis but only if maintained in strict accord with zoning regulations and restrictions.

3. Construction Period. A single family residence shall be built upon each lot which has been sold or otherwise conveyed by the Developer within nine (9) months of the commencement of its construction.

4. Approved Builders Required. All principal structures shall be constructed by a builder who or which has been approved of by the Developer in writing. The Developer shall, at all times, maintain a list of approved builders and shall make the said list available to the purchaser of each lot in Southfields no later than the date of closing of the sale or other conveyance to the purchaser. It shall be within the sole discretion of the Developer as to whether to add to or delete builders from the approved builder list. After one hundred percent (100%) of the lots have been sold, this duty of the Developer shall be undertaken by the Owners Association.

5. Minimum Building Size. All homes constructed on lots located in Southfields shall have a minimum square footage for foundations and total enclosed area. Such minimum square footages, exclusive of open porches, garages, storage areas, terraces and patios, are as follows:

Dunn County Register of Deeds Document Number: 551203 Page: 7

Residence Type	Minimum Foundation Area	Minimum Total Area
Single Story	1600 Square Feet	1600 Square Feet
Two Story	1000 Square Feet	1800 Square Feet
Multi Level	975 Square Feet	1800 Square Feet
Split Level	1200 Square Feet	1800 Square Feet

6. Roof Pitch. All structures shall have a minimum roof pitch of 5/12.

7. Construction Materials/Colors Limited. The exterior walls of each structure shall be finished in materials which are aesthetically pleasing. Colors of structures shall be restricted to the following colors: browns, tans, grays, whites, light blues and light greens. Other colors may be considered, but may only be used with the written approval of the Architectural Reviewer. In addition, the exteriors of structures, where more than one structure is erected on a given lot, shall be harmonious with one another, as well as with the exterior design of other principal structures in Southfields.

8. Driveways. No later than one (1) year after commencement of the construction of a principal structure on a given lot, the owner or user shall have a blacktop or concrete driveway installed.

9. Garages. Each principal structure shall have incorporated within its design, an attached garage to accommodate a minimum of two, but not more than four automobiles, in the discretion of the lot owner or user. The Architectural Reviewer shall be vested with the authority to allow a variance from this standard under circumstances in which the erection of a free standing garage is deemed to be harmonious with the remainder of the development of the lot in question. No such permission shall be granted except upon review of plans and specifications.

10. Outbuildings. One outbuilding shall be permitted on each lot. Prior to construction of said outbuilding, the lot owner must submit construction plans to the Architectural Reviewer for prior written approval. All such outbuildings shall have a maximum size of 2400 square feet unless otherwise approved by the Architectural Reviewer in writing. The outbuilding shall be constructed of wood, with matching siding and color of the main house. Other outbuildings (metal pole sheds, etc.) may be submitted for consideration by the Architectural Reviewer, but may not be constructed without prior written approval which may be withheld at the sole discretion of the Architectural Reviewer.

11. Landscaping. The entire area of a lot, not dedicated to structures, patios, driveway or walkways, shall be maintained in as a "green area," which may include but is not limited to grass, shrubs and trees, flower or vegetable gardens or other ground cover. With the express exceptions of patios, driveways and walkways, outside of the structures erected upon a given lot, the surface of such lot shall not be covered with any impervious materials. Nonetheless, this right to landscape shall not be deemed to include the right or ability to alter the surface or subsurface of any drainage or other easement impressed upon a given lot without the express, written permission of all persons or lands in whose favor the easement runs.

12. Satellite Dishes; Towers and Antennas. No satellite dishes in excess of 24 inches in diameter shall be allowed in Southfields. Nor shall any exterior towers or antennas be erected or maintained on any lot without the express, written permission of the Owners Association.

13. Utility Service. All utility service, including but not limited to electricity, telephone and cable television shall be located below grade. No overhead utility lines shall be permitted.

14. Setbacks. All structures erected on lots within Southfields must comply with the front, rear and side lot setbacks imposed by the requirements of the County of Dunn and any other municipal or state zoning requirements. In any event, no structure shall be located less than 25

Dunn County Register of Deeds Document Number: 551203 Page: 8

feet from any lot line. Structures bordering any roadway must be set back from said roadway in compliance with any applicable state, county and local regulations.

IX. Easements

In addition to those easements which were granted or retained on its behalf or for the benefit of others by the Developer, the owner or occupant of each lot in Southfields agrees that he, she or it shall be subject to the following requirements as pertaining to easements.

1. Easements for Common Areas. Easements for Common Areas shall be identified by the Developer. To the extent that any such easement is of record with respect to a given lot, the owner or occupant of such lot shall allow free and unobstructed use of the said easement in accord with the terms of said easement, a copy of which shall be maintained permanently by the Developer and Owners Association. In addition, to the extent that any such easement is of record with respect to a given lot, the owner or occupant of such lot shall be responsible for the maintenance of said easement and all improvements in it, except for those easements and improvements for which a public authority or utility is responsible.

2. Maintenance of Common Areas. The maintenance of the easements for Common Areas, other than those easements that are of record with respect to a given lot, shall be the responsibility of all of the owners of lots in Southfields, to be performed under the auspices of the Owners Association. Said maintenance may, but not necessarily shall include or be limited to lawn mowing, snowblowing, grading, graveling and other surface preparation, maintenance, repair and restoration work as is, from time to time, required in the opinion of the Owners Association. The procedural requirements pertaining to said maintenance shall be set forth in **Article V.**, above.

3. Nature of Easements. The easements in question shall continue in perpetuity for the benefit of all lots in Southfields, unless they are amended or rescinded upon a majority vote of all of the lots in Southfields and an instrument or instruments susceptible of recording have been prepared and recorded in the Dunn County Register of Deeds.

4. Non Interference Required. In the event that a given lot is impressed with an easement or reservation in favor of Southfields or the public in general, no owner or occupant of such a lot shall block use of, prevent use of or materially interfere with the intended use of such easement. In the case of easements running in favor of Southfields, its lots or the owners or occupants thereof, said non interference requirement shall operate in favor of guests and invitees of the owners and occupants, as well.

X. Miscellaneous Terms and Conditions

The following terms and conditions shall generally apply to and shall control the operation of these Covenants.

1. Wisconsin Law Applicable. These Covenants shall be interpreted and applied in accord with the laws of the State of Wisconsin.

2. More Restrictive of Governmental Regulations and Covenants to Control. In the event that both these Covenants, as well as statutes, ordinances, rules or other regulations of the town, county or state or other governmental units conflict, the more restrictive of the regulations and these Covenants shall control.

3. Responsibility of Lots to Defray Owners Association Expenses. Each lot shall be responsible for a proportional share of all Owners Association expenses. The total of expenses shall be divided by the total number of lots, which shall result in the share of expenses to be borne by each lot.

Dunn County Register of Deeds Document Number: 551203 Page: 9

4. Protection for Mortgagees and Title Examiners. The owner of any encumbrance made for value on any of the lots, the attorney issuing an opinion as to the marketability of title to a lot, and any title insurance company insuring the lien of an encumbrance against a lot may conclusively presume that no default in payment or other breach exists under these Covenants if such encumbrance is recorded in the Register of Deeds for Dunn County prior to a recording by the Owners Association of a Notice of Claim describing non payment or other breach of duty under these Covenants. No default in any payment or other breach of these Covenants shall impair, defeat or render invalid the lien or encumbrance of any mortgage or land contract for value encumbering any lot, which mortgages or land contracts are declared to be prior to and superior to the rights created in favor of any person or persons under these Covenants; provided, however, that in the event of foreclosure of such a mortgage or land contract, or if the holder of the debt secured by any such mortgage or land contract acquires title to a lot secured thereby in any manner whatsoever in satisfaction of the debt, the lot so purchased or acquired shall immediately upon such purchase or acquisition become subject to each and all of the restrictions, covenants, conditions and reservations created by this instrument, but free of the effects of any breach occurring prior thereto.

5. Hunting Prohibited; Discharge of Firearms Restricted. There shall be no hunting, whether on individual lots or in the common areas, located in Southfields. Nor shall firearms be discharged at any location in the plat.

6. Covenants Binding on Successors and Assigns. These Covenants shall be binding upon all successors and assigns of the Developer and the owners and occupants of each of the lots, together with any additional lots which may be created in the future, in accord with ¶ 7., above.

7. Partial Invalidity: Effect. Should any clause, sub paragraph, paragraph or article of these Covenants be declared by any court of competent jurisdiction to be void or otherwise unenforceable, the provisions so construed shall be deemed to have been severable from the remainder of these Covenants, which shall remain in full force and effect as if the severed portions never were incorporated in the first place.

8. Amendment. These covenants shall be subject to amendment upon a positive vote of at least fifty-one percent (51%) of the owners of the lots in the plat. In the event of an amendment, each owner shall be provided with a copy of the said revised Covenants and the Owners Association shall see to it that the original is recorded against the title to all affected real estate.

9. Enforcement.

A. Interested Persons. These Covenants run in favor of the affected land, as well as in favor of the owners of each affected lot and the Owners Association, each of which, acting jointly or separately, shall have the power, right and authority to enforce against any infraction or violation of the same. In addition, the Developer hereby grants to the Town of Red Cedar and Dunn County, the power, right and authority to enforce these Covenants in the best interests of the public. Included in this right of the Town and County to exercise these covenants on behalf of the public shall be the ability, should the Owners Association fail or refuse to assess a sufficient amount against the subject owners to cover the cost of its activities in furtherance of maintenance of the common areas, for the Town or County to so assess the subject owners to cover the reasonable costs thereof on an annual or project basis. An owner or an occupant shall have the right to enforce these Covenants in rem on behalf of an affected lot.

B. Venue. Enforcement of these Covenants shall be maintained in the Circuit Court of Dunn County, Wisconsin.

C. Waiver of Breaches. The failure of an interested person to pursue a violation of these Covenants shall not constitute a waiver of any other or any further breach of these Covenants.

Dunn County Register of Deeds Document Number: 551203 Page: 10

Nonetheless, the mere fact that a violation is alleged to have occurred shall not compel any interested person to take action to correct such violation. Enforcement shall be in the sound discretion of each interested person.

Dated this 19th day of December, 2007.

TMR INVESTMENTS, LLC

By: _____ By: _____

STATE OF WISCONSIN }
} ss.
COUNTY OF DUNN }

Personally came before me this 19th day of December, 2007, the above-named Robert C. Rosendahl and TERESA M. ROSENDAHL, to me known to be the persons who executed the foregoing instrument, and to me known to be such officers of said company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said company, by its authority.

JOAN DULIN NOTARY PUBLIC STATE OF WISCONSIN

Joan Dulin
Joan Dulin Print Name of Notary
Notary Public, State of Wisconsin
My commission expires: 9-14-08

This instrument drafted by:

William J. Spangler, Attorney at Law
Weld, Riley, Prenn & Ricci, S.C.
PO BOX 1030
Eau Claire, WI 54702-1030

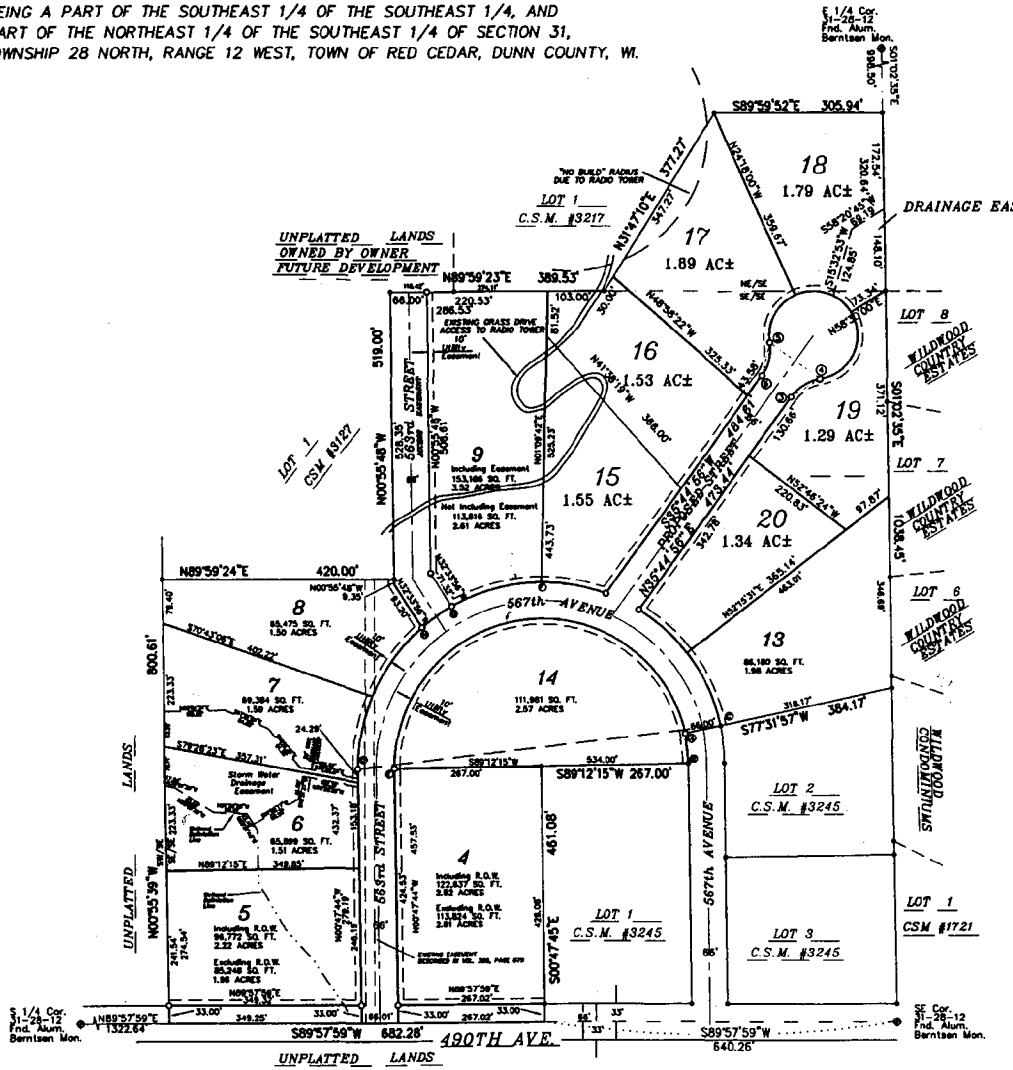
F:\docs\Client T-Z\TMR\Southfield Development\RestrictiveCovenants1.wpd

SOUTHFIELDS

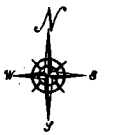
A DUNN COUNTY PLAT

OUTLOT 1, CERTIFIED SURVEY MAP # 3217,
BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, AND
PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31,
TOWNSHIP 28 NORTH, RANGE 12 WEST, TOWN OF RED CEDAR, DUNN COUNTY, WI.

EXHIBIT A



LOCATION SKETCH
SECTION 31, T.28 N., R.12 W.
SCALE: 1"= 1000'



North is referenced to the south line of the Southeast 1/4, measured as S89°57'59"W (Dunn County Grid Projection, NAD83(91))

SCALE: 1"=100'

LEGEND

- ⊕ GOVERNMENT CORNER (AS NOTED)
- ○ FOUND 3/4" REBAR
- SET 3/4" x 18" REBAR WEIGHING 1.502 LBS./LINEAR FT.
- SET 1 1/4" x 36" IRON PIPE WEIGHING 4.30 LBS./LINEAL FOOT
- UTILITY EASEMENT TO CHARTER COMMUNICATION DUNN COUNTY ELECTRIC SBC 10' UNLESS OTHERWISE NOTED
- SLOPES 20% OR GREATER

NOTE:
UTILITIES MAY NOT PLACE ANY POLES, PEDESTALS OR LINES (OVERHEAD OR UNDERGROUND) WITHIN 3 FEET OF ANY MONUMENTED SECTION CORNER, PROPERTY CORNER OR SURVEY STAKE AS SHOWN ON THIS PLAT, PER DUNN COUNTY COMPREHENSIVE ZONING ORDINANCE SECTION 13.09.

CURVE DATA

CURVE	LOT	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT IN	TANGENT OUT
A-B	14	267.00'	17°40'02"	84.37'	84.37'	S08°37'45"E	N17°27'46"W	S00°47'44"E
C-D		333.00'	169°19'38"	976.34'	662.86'	S52°22'16"W	N42°27'46"W	S00°47'44"E
	13	333.00'	39°16'56"	146.66'	146.27'	N38°09'16"W	N17°27'46"W	N57°43'50"W
	12	333.00'	17°36'14"	100.76'	100.38'	N48°23'53"W	N57°43'50"W	N65°19'57"W
	11	333.00'	17°17'40"	100.42'	100.05'	N65°51'34"W	N65°19'57"W	N72°37'46"W
	10	333.00'	17°22'42"	101.05'	100.67'	N82°33'55"W	N72°37'46"W	S89°00'24"W
F-H	9	333.00'	40°46'42"	237.00'	232.03'	S68°23'17"W	S89°00'24"W	S48°36'58"W
	8	333.00'	30°35'32"	184.54'	182.31'	S33°41'17"W	S48°36'58"W	S02°37'36"W
	7	333.00'	22°11'14"	124.79'	124.06'	S02°37'36"W	S02°37'36"W	S00°47'44"E
B-C	14	267.00'	169°19'53"	538.05'	534.00'	S89°12'15"W	S89°00'24"W	S00°47'44"E
F-G	9	333.00'	29°27'39"	170.80'	168.91'	S75°03'04"W	S89°00'24"W	S60°32'45"W
G-H	10	333.00'	11°23'16"	66.19'	66.08'	S54°48'26"W	S60°32'45"W	S48°36'58"W

CURVE DATA TABLE

CURVE NO.	LOT NO.	RADIUS LENGTH	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	BACK TANGENT	FORE TANGENT
1-2		333.00'	305.08'	52°29'30"	N 63°58'25" W.	294.38'	N 37°43'50" W.	S 89°46'40" W.
	20	66.00'	118.34'	80°15'38"	N 47°54'39" W.	117.71'	N 37°43'50" W.	N 58°00'29" W.
	21	66.00'	67.08'	11°39'14"	N 63°51'39" W.	66.94'	N 58°09'09" W.	N 69°37'46" W.
	15	66.00'	118.49'	80°22'39"	N 79°58'31" W.	118.05'	N 69°37'46" W.	S 89°46'40" W.
3-4		66.00'	68.93'	49°04'14"	N 88°17'53" E.	61.38'	N 33°44'56" E.	N 82°49'10" E.
4-5		66.00'	377.19'	270°08'04"	N 54°19'08" W.	113.00'	N 80°49'10" E.	S 09°19'14" E.
	19	66.00'	156.82'	136°09'08"	N 84°39'36" E.	138.99'	N 80°49'10" E.	N 35°29'58" W.
	18	66.00'	118.61'	98°48'00"	N 78°53'30" E.	105.01'	N 31°29'58" W.	S 69°42'02" E.
	17	66.00'	104.73'	79°01'14"	S 38°11'24" E.	97.42'	S 69°42'02" E.	S 09°19'14" E.
5-6		66.00'	68.93'	49°04'10"	S 13°16'51" W.	61.36'	S 09°19'14" E.	S 39°44'56" W.

Sheet 1 of 2

Dunn County Register of Deeds Document Number: 551203 Page: 12