

Rockview Ranch
Lyndon Township
Juneau County
Wisconsin

DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that McKeough Land Company, Inc. (the "Developer"), being the owner of all of the property contained in a Development known as Rockview Ranch and all located in Section 11, T14N, R5E, Town of Lyndon, Juneau County, Wisconsin, and more fully described, attached hereto, and labeled Exhibit A (the Development"), hereby makes the following declarations as to limitations, restrictions and uses to which all of the land in the Development may be put.

The declarations contained herein are based on the following factual recitals:

A. Developer has plans to divide the Development into Parcels identified by the numbers "1" - "59". (each of which is individually referred to as a "Parcel", and which are collectively referred to herein as the "Parcels").

B. Developer wishes to permit the development of the Development into a community suitable for family and recreational living and, at the same time, wishes to maintain insofar as possible, the natural character of this beautiful property.

C. It is essential to the value of the Parcels that the Development be perpetually maintained in a manner consistent with high environmental, aesthetic and residential standards.

D. To accomplish the foregoing, Developer desires to impose certain building and use restrictions, covenants and conditions, as herein contained, upon and for the benefit of said Parcels and the Development as a whole.

E. Developer is willing to sell Parcels, but all buyers and subsequent owners must accept such Parcels subject to the declarations, covenants, restrictions and conditions set forth herein.

Section 1. Definitions.

As used herein, the terms set forth below shall have the following meanings:

1.1 "Developer" shall mean the McKeough Land Company, Inc., the proprietor of the land within the Development, or its successors or any person or entity to whom or to which it may, in a document recorded with the Register of Deeds of Juneau County, Wisconsin, expressly assign one or more of its rights hereunder or delegate its authority hereunder.

1.2 "Development" shall mean the property described on attached Exhibit A.

1.3 "Parcel" shall mean any one of the numbered parcels within the Development. "Parcels" shall mean all such parcels.

1.4 "Parcel Owner" shall mean any person or other entity owning or purchasing a Parcel and any person having the right of occupancy of the dwelling constructed on such Parcel.

1.5 "Mobile Home" shall mean any dwelling, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities.

Section 2. Subdivision.

No Parcel may be further subdivided.

Section 3. Care and Appearance of Premises.

Parcel Owners shall maintain the exterior of all improvements on any Parcel and the Parcel itself in a neat and attractive manner, and in good condition and repair.

Section 4. Uses Permitted and Prohibited.

4.1 No Parcel shall be used, nor shall any structure be erected thereon or moved thereupon, unless the use thereof and location thereon satisfies the requirements of applicable zoning ordinances which are in effect at the time of the contemplated use or the construction of any structure, or unless approval thereof is obtained from the appropriate zoning authority.

4.2 Parcels shall be used for the construction of one single-family residence and structures and outbuildings incidental to the use thereof (including, without limitation, barns, stables and garages for private, and not public or commercial use) and shall be limited in use to single-family residential and recreational purposes. Home businesses are permitted if operated entirely within the dwelling and excessive traffic and parking requirements are not generated. No signage relating to home businesses shall be permitted. However, these restrictions on use shall not be construed to prohibit a Parcel Owner or occupant from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence.

4.3 Mobile homes are permitted provided they meet the following guidelines:

- (a) The dwelling must be at least a double-wide mobile home.
- (b) The dwelling must be placed on a permanent foundation.
- (c) The dwelling must be skirted with a masonry type material.
- (d) At the time of placement on a Parcel, the dwelling must not be more than five (5) years old.
- (e) The dwelling must have a roof pitch of not less than 4:12 and be shingled.
- (f) The dwelling must have a vinyl or wood exterior.
- (g) The dwelling must have a first floor living area, exclusive of porches, basements, and garages of not less than one thousand (1,000) square feet.

4.4 All two story dwellings shall have a minimum first floor living area, exclusive of porches, garages, and basements, of not less than seven hundred (700) square feet. All one story dwellings, other than double-wide mobile homes, shall have a minimum first floor living area, exclusive of porches, basements, and garages of not less than one thousand (1,000) square feet.

4.5 No unregistered vehicle (unless garaged), trash, refuse pile or unsightly or objectionable object or materials shall be allowed or maintained upon any Parcel. Not more than one (1) recreational vehicle, including, but not limited to boats, trailers, campers, and snowmobiles, shall be stored on any Parcel unless garaged.

4.6 No noxious or offensive trade or activity and no activity which is in violation of any law, ordinance, statute, or governmental regulation shall be conducted on any Parcel, nor shall anything be done which may be or become an annoyance or nuisance to the other Parcel Owners in the Development.

4.7 The exterior of any structure or improvement being constructed upon a Parcel shall not remain incomplete for a period of longer than nine (9) months from the date upon which construction of the improvement was commenced. All construction shall be diligently pursued to completion, and such completion shall occur prior to occupancy.

4.8 Not more than 50% of trees which are 12 inches or more in diameter, at a height of 4 feet, shall be removed from any Parcel, except for dead, hazardous, and diseased trees.

4.9 Unless otherwise restricted by zoning, camping is permitted on Parcels for up to fourteen (14) continuous days and not more than one hundred (100) cumulative days in any calendar year. All campsites and camping vehicles must be set back two-hundred and fifty feet (250') from the front lot line. Camper trailers and other such recreational vehicles shall be properly registered and licensed. No such camping vehicles and tents shall be left unattended for more than forty eight (48) hours. All rubbish and debris associated with camping activities, shall be removed from the premises upon departure. Any such camping vehicles stored on premises shall be garaged.

Section 5. Easements.

5.1 No Parcel Owner shall be permitted to grant any right-of-way or easement across his Parcel, except to another Parcel Owner or to benefit a Parcel governed hereby. Neither may a Parcel Owner use all or any portion of his Parcel to establish a road access to property not included in the Development,

5.2 Any type of permanent construction or improvement within designated easement areas, other than those provided for herein and including the construction of driveways and placement of mailboxes, is prohibited.

Section 6. Assignment of Rights.

All rights hereunder granted to Parcel Owners shall not be further assignable by such owners except as an appurtenance to and in conjunction with the sale of their Parcel.

Section 7. Violation of Provisions.

In the event that any Parcel Owner shall construct, permit to be constructed, or maintain any building, structure, or thing on any Parcel contrary to the provisions hereof, the Developer, not earlier than thirty (30) days after it has delivered written notice to a Parcel Owner of a violation of one or more of the provisions hereof, may enter upon the Parcel in violation thereof so as to make such improvements or things conform to such provisions. The Developer may charge the Parcel Owner for the entire cost of work done, which shall become payable to Developer upon demand or shall thereafter become a lien against the Parcel Owner's Parcel.

Section 8. Enforcement.

8.1 For a violation or a breach of any of the provisions hereof, the Developer or any municipal governing authority shall have the right to proceed at law or in equity to prevent the violation or recover damages for such violation and to foreclose any lien granted hereunder.

8.2 In the event that the Developer shall fail or refuse to enforce any violation after a request has been made by one or more Parcel Owners, such owner(s) shall have the joint and several right to proceed at law or in equity seeking a money judgment or to compel such compliance or foreclose such lien granted hereunder.

8.3 In any action or suit to enforce the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney fees and other legal costs.

Section 9. Duration and Effect

These restrictions shall be taken to be real covenants running with the land described above and shall be binding on and inure to the benefit of the Parcel Owners and on all persons claiming an interest therein, and shall be mutually and reciprocally binding upon each and every Parcel in perpetuity.

Section 10. Amendment.

The Developer hereby reserves the right to amend these restrictions without the consent of the Parcel Owners for any purpose, if the amendment does not materially alter or change the rights of a Parcel Owner.

These restrictions may be rescinded or amended, in whole or in part by an appropriate recorded written instrument executed and acknowledged by the owners of not less than forty-four fifty ninths (44/59ths) of the Parcels; provided, however, that any such rescission or amendment must be acknowledged by the owners of all of the Parcels if:

- (a) it changes the single-family nature of the Development; or
- (b) it expands the rights of a Parcel Owner to subdivide a Parcel or to place more than one house on a Parcel;
- (c) it does not apply equally to all the Parcels in the Development.

Any amendments shall become effective ten (10) days after a notice of adoption of the amendment, together with a copy of the recorded amendment, are mailed to all Parcel Owners. Notwithstanding the foregoing provisions of this section, the easements reserved and granted in this instrument shall be binding perpetually, and no amendment shall terminate such easements, without the unanimous consent of the Parcel Owners.

Section 11. Severability.

The invalidation of any one or more of the reservations and restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as hereinabove provided, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.