

Restrictive Covenants  
For  
Lots 2-19 and Outlot 1 of  
Otter Creek Preserve

David F. Suchla (hereinafter "Developer") hereby enacts the following reservations and restrictive covenants for Otter Creek Preserve as hereinafter described. The reservations and restrictive covenants set forth herein shall run with the land and shall be binding on all properties who acquire an interest in said Subdivision from the Developer.

1. Definitions

A. "Developer" means

- (1) David F. Suchla (also referred to herein as the "Original Developer"), or the survivor thereof;
- (2) That individual or entity appointed in writing by Developer and filed with the Register of Deeds of Eau Claire County as successor developer, which shall include and individual or entitles who receive by recorded sale, transfer, inheritance or assignment the entire unsold interest of Developer in the Subdivision other than individual purchasers of lots from Developer.
- (3) Upon sale of all lots owner by the Original Developer or its successor, the Developer shall be three property owners of the Subdivision as elected by a majority vote of all owners of the lots in the Subdivision. Each lot shall have one vote to cast for each one of the three property owners to serve as Developer. The appointed Developers may be recalled and reappointed from time to time as deemed appropriate by a majority of the property owners.

B. "Subdivision" means the following subdivision located in the City of Eau Claire, Eau Claire County, Wisconsin: Lots 2-19 and Outlot 1 of Otter Creek Preserve.

## 2. Approval of Plans

In order to preserve and enhance values and to maintain a harmonious relationship in the land and buildings of the Subdivision, the Developer reserves the right and power to control the building structures and other improvements placed on each lot, as well as to make such exceptions to those reservations and restrictions as the Developer shall deem necessary and proper. Whether or not provisions thereof are specifically stated in any conveyance of a lot made by the Developer, the owner and / or occupant of each and every lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot nor any topographical change made in such lot unless and until the plans and specifications thereof and architectural plan and site plan have been approved in writing by the Developer. Each such building, wall, structure, or topographical change shall be placed on the premises only in accordance with the plans and specifications and architectural plan and site plan so approved. Refusal of approval of plans and specifications by Developer may be based on any grounds including purely aesthetic grounds which in the sole and uncontrolled discretion of the Developer shall seem sufficient. No future alterations in the exterior structure of buildings or topographical landscape shall be made without like approval. If the Developer shall fail to approve or disapprove the plans and specifications as submitted within thirty (30) days after written request thereof, then such approval shall not be required providing that no building or other structure shall be erected which violates any of the covenants herein contained.

The living area of the main structure, exclusive of open porches and garages, shall not be less than the following

House Style	Lots 2-3	Lots 4-17	Lots 18-19
Ranch Style Home	1400 Sq. Ft.	1800 Sq. Ft.	1200 Sq. Ft.
Two Story Home	1700 Sq. Ft.	2200 Sq. Ft.	1500 Sq. Ft.
Bi-Level Home	1250 Sq. Ft. First Fl.	1400 Sq. Ft. First Fl.	1100 Sq. Ft. First Fl.
Tri-Level Home	1800 Sq. Ft. Finished	2200 Sq. Ft. Finished	1400 Sq. Ft. Finished

Exterior walls of all buildings are to be furnished in materials of pleasing and harmonious appearance, unsightly or low grade exteriors will not be approved. All residences shall include an attached garage for a minimum of two cars. All outbuildings, including storage buildings, must conform to the appearance of existing structures and require approval of Developer; no outbuildings may be used for residential purposes. Any residence erected on any lot must have a full foundation. No mobile home shall be permitted on any lot.

The Developer may authorize a variance from these requirements for plan specifications and site development plans to assure a high quality house in harmony with exterior designs of other houses in the Subdivision.

3. Landscaping and Preservation of Trees

The native growth of, and trees located upon, the Subdivision shall be preserved as much as possible. The total ground area not covered by buildings, paved driveways, or wooded area, shall be maintained as a green area and landscaped with grass, shrubs, or other appropriate plantings or landscaping.

4. Initiation and Completion of Construction

Construction of buildings and improvements, including lawns, must be initiated within one year from the date of purchase and shall be completed within nine months of the date of the commencement of construction.

5. Fences and Walls

No fences or walls of any type shall be constructed on any lot until the height, type, design, and approximate location thereof are approved in writing by the Developer. The height or elevation of any wall shall be measured from the existing elevation of the property at or along the applicable points or lines.

6. Signs, Clotheslines, Tanks, Receptacles, and Rubbish

No signs or other advertising shall be displayed on any lot (customary real estate signs of a size not exceeding 3 feet by 2 feet are exempt from this requirement). No clothesline shall be placed, nor any clothes be dried, in the front or side yard of any residence. No refuse pile or unsightly objects shall be placed or permitted to remain on any lot. No underground storage tanks or LP gas tanks are permitted. Garbage cans, waste, waste receptacles, recyclable materials, and recycling receptacles and any other outside storage of materials must be concealed within garages or within decorative fences or structures approved by the Developer. If curbside pick-up of garbage, waste, or recyclable materials is allowed by governing municipalities, all receptacles for same shall be removed from the curbside within 12 hours of pickup (or within that time period required by any governing law or ordinance which may dictate a shorter period of time than 12 hours).

7. Towers or Antennas

No exterior towers, antennas, or satellite dishes shall be erected or maintained without the written approval of the Developer. Developer shall have the right to place conditions and restrictions on the approval of such items, including, but not limited to, restrictions as to location, type of structure, size, screening and duration of existence.

8. Commercial or Business Activities

No commercial or business activities shall be permitted upon the properties except as authorized as a home occupation by applicable zoning.

9. Parking and Vehicles, Mobile Homes, and Trailers

Adequate off-street parking shall be provided on each lot for the parking of motor vehicles owned by the owner of the lot, his or her family and guests. Owners and members of his or her family or guests may not park their automobiles or other motor vehicles on the adjacent roads and streets. No motorized recreational vehicles shall be used on the Properties. No unlicensed vehicles shall be parked or stored on the properties except in an enclosed garage.

No commercial vehicles, mobile homes, recreational vehicles, or trailer, including travel trailers and tent campers may be stored or parked on any portion of any lot, except in an enclosed garage. Notwithstanding the foregoing, motor homes, travel trailers, and tent campers may be parked for not more than 14 consecutive days on a lot. Commercial vehicles and construction trailers shall be allowed during construction of the residence on a lot. Vehicles used in making deliveries or providing services to owners or occupants of a lot may be parked for those purposes only.

10. Nuisance

No obnoxious or offensive trade or activity shall be carried out on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners or occupants of other lots. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets so long as they are not kept, bred, or maintained for commercial purposes, and are not permitted to annoy the owners or occupants of other lots. All applicable laws or ordinances must be obeyed with regard to all household pets. No pet kennels or pet enclosures shall be permitted on any lot.

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. Exterior lighting shall not be directed in such a manner as to create a nuisance to neighbors. Except for snow removal equipment and vehicles in use, no owner shall permit the operation of any machine on his or her lot between 9:00 p.m. and 7:00 a.m., if such operation results in noise which is audible at any other residence within the Subdivision.

#### 11. Enforcement

To enforce conformity with these covenants and restrictions by Developer or any person claiming by, through, or under the Developer, the Developer and lot owners or any of them separately shall have the right to proceed at law or equity to compel compliance with the terms hereof; and / or to prevent the violation or breach of any of them; and /or for monetary restrictions. The failure to promptly enforce any of the reservations and restrictions shall not bar enforcement. The invalidation of any one or more of the reservations and restrictions by any court or competent jurisdiction in no way shall affect any of the remaining restrictions and reservations, which shall remain in full force and effect. Should any lot owner after due notice, fail, neglect, or refuse to comply with the foregoing restrictions and reservations, and the Developer or other lot owners, be required to see judicial relief for the same, then said violating lot owner shall be responsible for all costs and expenses incurred in the enforcement of these reservations and restrictions, including attorneys fees and costs.

#### 12. Outlot 1

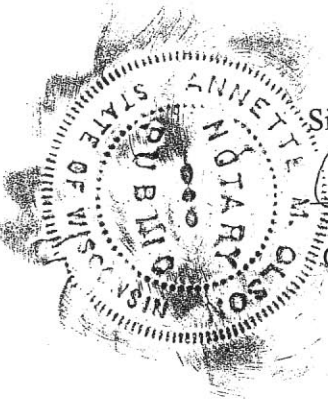
The following provisions shall apply to Outlot 1 of Otter Creek Preserve: Said Outlot 1 is subject to the following restrictive covenants which shall run with the land and shall be subject to enforcement by any one or more of the tenants in common having an interest in said Outlot 1 or by the City of Eau Claire in the interest of the public health, safety, and welfare: the described real estate shall be used and maintained by the tenants in common as a conservation buffer zone only. No further or other use of it may be made without the express consent of the City of Eau Claire. The said real estate shall be left in its natural state, further defined as the state in which it is found as of the date of this instrument. No trees may be cut nor may vegetation of any kind be changed or altered. No structures of any type may be erected upon the described real estate nor may any cables, wires, pipes, lateral, mains or other means of conveyance of public or private utilities be strung, laid, or placed in or upon the described real estate. The sole exception against the restriction against the cutting of trees or other vegetation shall be in the event of a tornado, wind storm, or other natural disaster, as a result of which trees are damaged to such an extent as to make them dangerous to the health of any or all of the tenants in common. Should there be a need to replace trees or vegetation in the described real estate in the future, whether the trees existing as of the time of execution of this instrument have been injured, become diseased or have died, only trees and vegetation which are similar to, if not of the same species as those found at the time of execution of this instrument shall be planted. No ornamental or exotic species of trees or other vegetation shall be permitted. The owners shall do any mowing or trimming as may be needed to comply with city of Eau Claire ordinances.

IN WITNESS WHEREOF, the undersigned enact and execute the foregoing reservations and restrictive covenants this 31 day of December, 2002.

David F. Suchla  
David F. Suchla

AUTHENTICATION

Signature of David F. Suchla authenticated this 31 day of December, 2002.



Annette M. Olson

Commission expires July 24, 2005

Drafted by  
DAVID F. SUCHLA