

RESTRICTIVE COVENANTS

In Re: Lots 23 through 47 and Lots 67 through 71, East Meadows, City of Eau Claire, Eau Claire County, Wisconsin (“Property”)

The undersigned Developer does hereby enact the following restrictive covenants on the above-described Property:

DEVELOPER: David S. FitzGerald, his successors or assigns, or his designated agent.

TERM: These covenants are to run with the land/Property and shall be binding on all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded or until an instrument signed by the Developer has been recorded, changing said covenants in the whole or in part or extending the provisions of this declaration.

ENFORCEMENT: To enforce conformity to 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 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 the Developer shall be final as to the interpretations of the foregoing reservations and restrictions. The failure to promptly enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the reservations and restrictions by any court of competent jurisdiction in no way shall affect any of the other restrictions and reservations, but they shall remain in full force and full effect. Should a lot owner, after due notice, fail, neglect, or refuse to comply with the foregoing restrictions and reservations, and the Developer or other lot owners are required to seek judicial relief for the same, then said violating lot owner shall be further responsible for costs and expenses incurred in the enforcement of these Restrictive Covenants, including reasonable attorney’s fees.

ARCHITECTURAL CONTROL: No building or structure shall be erected, materially altered or placed on any of the lots of the Property until the final plans, specifications and site development plan are all approved in writing by the Developer. In the event the Developer fails to act within 30 days after said plans and specifications have been delivered to him or, in any event, if no suit to enjoin the erection or alteration of such building or structure has been commenced within 60 days from the commencement of construction or alteration (which is defined as the date of pouring footings or, if footings are not poured for alteration, the date of first visible commencement of alteration), such approval will not be required and this covenant will be deemed to have been fully complied with. Copies of all plans and specifications shall be retained by the Developer. The Developer must give prior written approval of all variations and modifications from the final plans, specifications and site development plans.

CONSTRUCTION MATERIALS: Exterior walls of the buildings are to be finished in materials of pleasing and harmonious appearance. Unsightly or low grade exteriors will not be permitted.

MINIMUM BUILDING SIZES: The living area of the main structure, exclusive of open porches, garages, shall be no less than 960 square feet for a one-story or one and one-half story dwelling, and not less than 1200 square feet for a two-story or split level dwelling. All dwellings shall have an attached two car garage. The Developer may authorize a variance from these requirements where plans, specifications, and site development plan assure a high quality house in harmony with the exterior designs of other houses in the subdivision.

RESIDENTIAL USE: All Property shall be used for residential purposes and shall be improved and devoted exclusively to residential use with not more than one “family” (as such term is defined from time to time by the applicable zoning ordinances) occupying each residence. No owner shall occupy or use the residence or any portion of the Property for any purpose other than as a single family residence for the owner, the owner’s family, or guests.

LANDSCAPING: The total ground area not covered by buildings, paved driveways or wood lot is to be maintained as a green area and landscaped with grass, trees, or other appropriate planting.

MAINTENANCE: All buildings and grounds shall be kept neat and orderly to resemble a park-like atmosphere.

NUISANCES: No noxious or offensive trade or activity shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. 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 or allowed to annoy the neighbors.

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

UTILITIES: All utility services, including, but not limited to, electrical, telephone, and cable television service and distribution lines, shall be located below grade. Overhead utility lines are prohibited.

TEMPORARY STRUCTURES: Structures of a temporary character such as metal storage buildings or buildings without foundations are prohibited.

OUTSIDE STORAGE: Outside storage of any materials, equipment, waste or refuse shall be allowed only when properly screened in structures designed and located consistent with the overall character of the development and approved by the Developer. This requirement shall not apply to the temporary storage of materials during construction.

SIGNS, FENCES AND OTHER STRUCTURES: No signs other than a sign identifying the Property and a "For Sale" shall be displayed on any lot. Identification signs shall not exceed two square feet in size and "For Sale" signs shall not be more than six square feet in size. All signs shall be constructed of materials, and/or finished, in natural color. All letter and delivery boxes shall be approved by Developer so to conform with the design of the area. Boundary fences on individual properties shall be prohibited except as approved by Developer.

OUTSIDE STORAGE TANKS: There shall be no outside storage of fuel.

LOT SIZE, DIVISION AND USE: All lots in the development shall be used for residential purposes only. No lot shall be divided without prior written authority of Developer.

SATELLITE DISHES AND ANTENNAS: No exterior television or radio antennas will be permitted. Satellite receivers must be as unintrusive as possible, be no more than 21 inches in diameter, and be mounted on the roof of a building.

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RECREATIONAL VEHICLES STORAGE: Outside storage of recreational vehicles, automobiles and water craft is prohibited except as approved by Developer.

IN WITNESS WHEREOF: David S. FitzGerald, Developer, does enact and execute the foregoing Restrictive Covenants this 20th day of August, 1998, at Eau Claire, Wisconsin.

David S. FitzGerald – Developer
1603 Harding Avenue, Eau Claire, WI 54701

STATE OF WISCONSIN
EAU CLAIRE COUNTY

Personally came before me this 20th day of August, 1998, the above-named David S. FitzGerald to me known to be the person who executed the foregoing instrument and acknowledged the same.

Annette M. Olson
Notary Public, State of Wisconsin
My commission is permanent/expires July 29, 2001

THIS INSTRUMENT DRAFTED BY:
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