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**DECLARATION OF COVENANTS, RESTRICTIONS  
AND CONDITIONS FOR  
AUBURN RIDGE ON THE RIVER SUBDIVISION,  
VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN**

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**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS  
FOR AUBURN RIDGE ON THE RIVER SUBDIVISION,  
VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN**

Classic Development Corp of Plover, a Wisconsin Corporation - David W. Moodie and Keith E. Helmrick – and Erbes Construction, Ltd., as their interests may appear (hereinafter collectively "Owner") hereby execute this document for the purpose of placing restrictions, conditions, reservations and protective covenants (collectively "Restrictive Covenants") on the following described property located within the Village of Plover, Portage County, Wisconsin

Lots One (1), Two (2) and Three (3) of Certified Survey Map No. 10293-46-23, recorded in the office of the Register of Deeds for Portage County, Wisconsin on August 21, 2012 in Volume 46 of Surveys, on page 23, as Document No. 774869; being part of CSM 3790 and part of Government Lot 6, Section Twenty (20), Township Twenty-three (23) North, Range Eight (8) East, in the Village of Plover, Portage County, Wisconsin; and

Lots One (1), Two (2) and Outlot One (1) of Certified Survey Map No. 10294-46-24, recorded in the office of the Register of Deed for Portage County, Wisconsin on August 21, 2012 in Volume 46 of Surveys, on page 24, as Document No. 774870; being part of CSM 3790 and part of Government Lot 6, Section Twenty (20), Township Twenty-three (23) North, Range Eight (8) East, in the Village of Plover, Portage County, Wisconsin; and

Lots One (1), Two (2), Three (3) and Outlot One (1) of Certified Survey Map No. 10295-46-25, recorded in the office of the Register of Deed for Portage County, Wisconsin on August 21, 2012 in Volume 46 of Surveys, on page 25, as Document No. 774871; being part of Government Lots 5 and 6, Section Twenty (20), Township Twenty-three (23) North, Range Eight (8) East, in the Village of Plover, Portage County, Wisconsin; and

Lots One (1) and Two (2) Certified Survey Map No. 9748-42-78, recorded in the office of the Register of Deeds for Portage County, Wisconsin on December 18, 2008, in Volume 42 of Surveys, on page 78, as Document No. 725597; being all of Lot 1 Auburn Ridge, all of Lot 1 and part of Lot 2 Certified Survey Map No. 8417, part of Outlot 1 and Lot 1 Certified Survey Map No. 8288, being part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section Twenty (20), Township Twenty-three (23) North, Range Eight (8) East, in the Village of Plover, Portage County, Wisconsin.; and

Lot Two (2) of the Plat of Auburn Ridge Subdivision; and

Outlot One (1) and Outlot Two (2), and Lot Two (2) Certified Survey Map No. 8417-33-97, recorded in the office of the Register of Deeds for Portage County, Wisconsin on February 6, 2004, in Volume 33 of Surveys, on page 97, as Document No. 651447, except Lot One of Certified Survey Map No. 9748-42-78; being all of Lot 1 Auburn Ridge, all of Lot 1 and part of Lot 2 Certified Survey Map No. 8417, part of

Outlot 1 and Lot 1 Certified Survey Map No. 8173, part of Certified Survey Map No. 8288, being part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section Twenty (20), Township Twenty-three (23) North, Range Eight (8) East, in the Village of Plover, Portage County, Wisconsin;

(hereinafter collectively referred to as the "Development"), all in the Village of Plover, Portage County, Wisconsin.

These Restrictive Covenants are established by the Owner as a general plan for the development and improvement of all Lots in the Development. It is anticipated that the Development will consist of thirty-nine (39) lots at full build out. The Owner does hereby declare that all of the Lots in the Development are subject to the following covenants, restrictions and conditions, and that all such Lots shall be held, sold, occupied, conveyed, and transferred subject to these Restrictive Covenants.

## ARTICLE I

### DEFINITIONS

For purposes of this Declaration, the following terms shall be defined in the following manners:

"ARC" shall mean the Architectural Review Committee established pursuant to Paragraph 4.1 below.

"Board" shall mean the Board of Directors of the Homeowners Association.

"Concept Plan for Auburn Ridge on the River" shall mean that preliminary concept plan for Auburn Ridge on the River Subdivision, which Concept Plan is attached to this Declaration as Exhibit "A".

"Declaration" shall mean the covenants, restrictions, conditions, easements, charges, liens, and all other provisions set forth in this entire document, as it may be amended from time to time.

"Developer" shall mean Classic Development Corp of Plover.

"Development" shall mean the real estate under the control of the Owners, as described in this Declaration and other documentation for the Development, as approved by the Village of Plover.

"Homeowners Association" shall mean the Auburn Ridge on the River Subdivision Homeowners Association or other name or form of organization as the Owners shall determine and its successors and assigns.

"Lot" or "Lots" shall mean the lots subject to this Declaration and identified herein, other than Outlots within the Development.

"Lot Owner" shall mean any person or persons who acquire title to a Lot within the Development, other than the Outlots.

"Outlots" shall mean the specifically described outlots within the Development.

"Owner" shall mean Classic Development Corp of Plover; David W. Moodie and Keith E. Helmrick; and Erbes Construction, Ltd.

## ARTICLE II

### STATEMENT OF PURPOSE

2.1 General. The general purpose of this Declaration is to help ensure that the Development will preserve and maintain the natural beauty of the Development; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential structures; and to ensure the highest and best residential use.

2.2 Single-Family Residential Use. Each Lot shall be used exclusively for single-family residential purposes. The use of the lots for business purposes is prohibited. No improvement shall be constructed on, placed upon, nor operated on any Lot in Auburn Ridge on the River which is intended for any commercial purpose or the civic, charitable or education purpose of a non-profit organization, including but not limited to, apartments, a lodging house, rooming house, bed and breakfast facility, group living dwelling, or retail facilities, wholesale facilities, and/or professional offices. All improvements constructed or placed on any Lot shall meet the requirements of ordinances, laws, regulations and codes of governing authorities which pertain to the construction, operation and occupancy of single-family residential dwellings.

## ARTICLE III

### EASEMENTS AND UTILITIES

3.1 Required Easements. The Lots in the Development shall be conveyed by Owner and all subsequent owners subject to easements and restrictions required by applicable laws or utility companies providing services to a Lot or the Lots of the Development, including easements for drainage courses and "green space" buffer areas, if any, signs, trails, water utilities, sewer utilities, electric utilities, natural gas utilities, and communications utilities (telephone and cable). Some of these areas are shown on the Concept Plan for Auburn Ridge on the River; the plat for Auburn Ridge; Certified Survey Map No. 10293-46-23; Certified Survey Map No. 10294-46-24; Certified Survey Map No. 10295-46-25; and on Certified Survey Map No. 9748-42-78; and Certified Survey Map No. 8417-33-97 or on other instruments of record pertinent to such property.

3.2 Location of Utilities. All utilities within the Development, except essential components of other utilities terminating above ground (i.e. hydrants, manholes, transformers, communication pedestals and similar component structures), shall be installed underground from the source in the public street or any utility easement of record. All utilities shall be installed in the easement areas shown on the Concept Plan; Subdivision Plats and Certified Survey Maps or

within approved public street right of ways.

3.3 Use of Utility Easement. Easements for utilities (and, if any, green space and drain courses) are primarily for the collective benefit of the owners and occupants of Lots in the Development. Such easements may be used by individual Lot owners for the installation and maintenance of permitted utility services to benefit the owner's Lot, subject to regulations of the utility providers and applicable laws.

3.4 Maintenance of Easements. Each Lot Owner shall be responsible for the appearance, landscape maintenance and general upkeep of easement areas situated on the owner's Lot, except to the extent that any such maintenance has been delegated to the Homeowners Association under Section 8.7 of this Declaration. Such appearance, maintenance and upkeep shall be performed in a manner consistent with customary practices of similar, quality single-family residential developments in Portage County, Wisconsin, including trimming and fertilization, as may be necessary, of ground cover, grass, shrubbery and trees. Noxious weeds and such other vegetative growth prohibited by applicable laws shall be removed by the Lot owner from the Easement areas of the Lot. Except private drives and walkways permitted by utility service providers, no improvements shall be constructed on or placed on any Easement areas of any Lot. The multipurpose trail constructed by Developer in the easement area adjacent to River Drive, Timber View Drive and Timber Ridge Drive will be maintained by the Homeowners Association except that any cost for repairs due to damage caused to multipurpose trail by a Lot Owner shall be the responsibility of the Lot Owner.

#### ARTICLE IV

##### ARCHITECTURAL REVIEW

4.1 Architectural Review Committee. The Architectural Review Committee ("ARC") shall initially consist solely of the Developer. This shall continue until such a time determined at the sole discretion of the Developer, or once the Developer ceases to have title to any lots in the Development, which ever occurs sooner. Upon that occurrence, the ARC shall consist of three (3) members, to be elected by majority vote of the fee title holders of each Lot in the Development, with each such owner having one (1) vote per Lot.

4.2 Necessity of ARC Approval.

(a) As to Plans. All plans for buildings, landscaping, garden fences, walls, or other structures or improvements to be constructed on any Lot, along with all site and landscaping plans, shall be approved prior to construction, in writing, by the ARC.

(b) As to Ongoing Alterations. All proposed alterations to the exterior appearance of any buildings erected or placed on any lot, including but not limited to exterior remodeling and the construction of patios, decks, screens porches, in-ground swimming pools, detached garages, sheds and the like, shall be approved prior to construction, in writing, by the ARC.

4.3 Required Submissions. In addition to any other information which the ARC may reasonably request, each Lot Owner shall submit the following with any request for approval of any construction, improvement or alteration on any Lot:

(a) Drawings and written specifications of the proposed structure(s) showing, at a minimum, floor plan, elevations of all exterior views of the structure(s), exterior finishes, roofing type, driveway material and location, structure location on the Lot, description of exterior materials and colors, fence and wall elevations and details; and

(b) Site and landscaping plans for the Lot showing proposed landscaping, erosion control, and addressing any other requirements that may have been subsequently recorded by the Developer or the Homeowners Association. Lot Owner shall be separately responsible for securing approval of any and all municipal approvals and permits as may be required by the Village of Plover.

4.4 ARC Approval. The ARC shall approve or disapprove all submissions within fifteen (15) calendar days of their receipt. Decisions of the ARC shall be made in writing. If the ARC fails to make its decision within the time limit, approval shall be deemed to have been given and the applicable covenants, restrictions and conditions in this Declaration shall be deemed to have been complied with. If a submission is conditionally approved, all material changes to the plans, etc., shall be made reflecting said conditions, and must be resubmitted to, and approved by, the ARC.

4.5 Standards; Discretion of ARC. The ARC shall have the right to reject any submission which, based on the sole opinion of the majority of its members, is not in conformance with the provisions and purposes of this Declaration. The ARC shall exercise its approval authority and discretion in good faith. Each Lot Owner, by acceptance of a deed to, or other interest in, a Lot, agrees to hold the ARC harmless for any perceived discrepancies in the ARC's good faith performance of its duties. Refusal of approval may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the ARC shall be deemed sufficient.

4.6 Variances. The ARC shall have the right to, in its sole discretion, grant a variance(s) to any architectural plan requirement with the exception of the minimum square feet requirements in paragraph 5.3.

4.7 Developers Election. The Developer may elect in writing at any time to assign all, or a portion thereof, or withdraw, of the Developer's rights to approve the item set forth in this Declaration to the Homeowners Association.

4.8 Liability of the ARC and its Members. The Developer, the ARC and its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval, disapproval, or conditions of any submission, or on account of the development of any property within the Development.



## ARTICLE V

ARCHITECTURAL RESTRICTIONS

All Lots and all improvements thereon shall be subject to the following architectural restrictions:

5.1 Building Sites. Unless otherwise provided in future recorded covenants with regard to future phases of the Development, all residential buildings and appurtenances such as patios, porches, garages and the like shall have minimum setbacks of not less than thirty-five (35) feet from the public road right-of-way with the exception of corner lots which will be allowed to be constructed with twenty-five (25) feet of setback on the side yard. The ARC reserves the right to grant or deny variance requests from the foregoing setback requirements.

5.2 Surface Elevation. The elevation of any Lot within the Development shall not be materially changed with respect to the adjacent street grade, so as to materially affect the surface elevation, grade or drainage patterns of the surrounding Lots. No Lot Owner shall grade, alter or obstruct the drainage swale or ditch, or existing or proposed comprehensive development drainage flows so as to impede the flow of drainage water from other Lots across the swale or ditch. Any Lot Owner who violates this section shall be required to repair or restore the drainage swale or ditch or Lot grading, at that Lot Owner's sole expense. Violations of the grading, site or landscaping plans as submitted and approved by the ARC shall give the ARC or any adjacent Lot Owner, a cause of action against the person violating such grading, site drainage, and site or landscaping plans for injunctive relief or damages as appropriate.

5.3 House Size and Exterior Material.

(a) House Size. Each residential structure shall have a minimum floor area of finished living space, as determined by exterior building measurements, exclusive of basements, porches, patios, decks, garages, breezeways, and car ports:

<u>Type of Residential Dwelling</u>	<u>Minimum Square Footage</u>
Single Story (ranch)	1,500 square feet
Two Story and 1 1/2 Story	1,800 square feet
Multi-Story (bi-level, tri-level)	1,400 square feet

[Note: All area included in the minimum square footage requirement above shall be at or above ground level.]

(b) Roof Pitch. All residential structures shall have a minimum roof pitch of 6/12.

(c) Sidewall. All sidewalls shall be a minimum of eight (8) feet in height.

(d) Required Materials. Roofing shall be architectural grade dimensional profile shingles, metal shingles, slate, clay tile, or acceptable synthetic equivalents, and Owners shall obtain ARC approval of the color of shingles to be used.

(e) Exteriors. All exteriors shall be composed of natural wood (example: redwood, cedar or logs), brick, stone, vinyl or masonry siding (both such sidings with a natural wood appearance). If vinyl, masonry or other similar siding is utilized, there shall be a minimum of 20% accent material on the front elevation.

Accent material may include brick, stone, culture stone, stucco and other accent siding material. This area shall be calculated based on the front wall area, excluding windows and doors. Exterior color of structure shall be of earth tones, grays, muted greens or white. Vibrant and/or gaudy exterior colors and color schemes are prohibited.

5.4 Construction Deadline. Every residential structure erected shall have its entire construction completed, driveway installed, and Owner-occupied within twelve (12) months from the date of issuance of the Building Permit except for delays in completion due to strike, war or Act(s) of God. "Model Homes" or "Spec Homes" shall be exempt from the occupancy requirement.

5.5 Garages. All residential buildings constructed on any Lot shall have an attached Garage that shall not exceed 1,200 square feet. In addition, each lot may not have more than one detached garage structure, and any such detached garage or storage facility shall not exceed 900 square feet in size, may not have a sidewall height of greater than nine (9) feet, and an overall maximum height of fifteen (15) feet. All garages and storage structures shall be constructed of the same quality material (including roofing and siding material) and general appearance of the primary residential dwelling on the Lot. Buildings other than the primary dwelling on a Lot shall not have residential living quarters and shall be used solely for garage, storage or other appropriate purposes consistent with the single-family character of the Development. Detached garages may not be constructed on any Lot prior to construction of the principal dwelling. The foregoing requirements pertaining to detached garages shall not apply to the existing detached garage on Lot One (1) of the Concept Plan of Auburn Ridge on the River.

5.6 Landscaping Requirements. Landscaping shall be materially constructed according to the plans and specifications submitted to the ARC. All landscaping must be completed within twenty-four (24) months from the issuance of a building permit. Landscaping materials and design for each Lot shall compliment the primary residential dwelling as to scale massing, size, shape and color. All Owners shall comply with the following minimum landscaping requirements and restrictions:

(a) Lawn Area. All lawns must be seeded or sodded within twenty-four (24) months from the date of the issuance of a building permit. Further, landscaping at a minimum must consist of a bordered area which shall be a minimum width of the greater of thirty-six (36") inches or the distance between the exterior wall and the eave line of the building and which shall extend along the entire street side of the residence (except for that part covered by driveway). This bordered area must be covered by natural mulch or rock and planted with bushes and shrubs. There also must be at least two (2) deciduous trees within a minimum diameter of two (2") inches in the yard on the street side of the residence at all times.

5.7 Driveways. All driveways shall be paved with concrete, Terra-Lok paving bricks, asphalt, cobblestone or other comparable manufactures materials.

5.8 Fences, Screening. Lot Owner shall not install any fencing or screening of any kind without the prior written approval of the ARC. Any fence on a Lot shall be constructed not closer than two (2) feet to any perimeter Lot line. No fence shall be placed in any front yard, in any side or rear yard which abuts a public street, or in any side yard unless such fence is

constructed wholly to the rear of the primary residential dwelling. No fence shall exceed a height of six (6) feet. No metal, chain-link or wire fences shall be permitted on any Lot. All fences shall be constructed with the new quality materials and appearance complimentary to the primary residential dwelling. All fences shall be maintained in good order and repair. Where more restrictive than these Restrictive Covenants, all fences shall be constructed and maintained in compliance with Applicable Laws. Additionally, no fencing shall be installed, or trees removed, within ten (10) feet of Outlot Two (2) (the multipurpose trail) on Lots One (1) and Sixteen (16), as shown on the Concept Plan of Auburn Ridge on the River.

5.9 Manufactured Housing Prohibited. No mobile home, trailer, double-wide mobile home, or manufactured home shall be constructed on or placed on any Lot for use as a temporary or permanent residential or storage structure on any Lot.

## ARTICLE VI

### GENERAL USE OF LOTS AND IMPROVEMENTS

6.1 Lot Splits. No Lot may be divided into two or more parcels of building sites, provided however that a Lot may be split if each resulting portion of such Lot is added to and used as a part of another proposed Lot as shown on the Concept Plan for Auburn Ridge on the River. A single Lot, together with a portion or portions of a contiguous Lot or Lots may be used as one building site for a residential improvement. This requirement prohibiting lot splits shall not apply to Lot Two (2) of Certified Survey Map No. 8417-33-97 or to Lot One (1), as shown on the Concept Plan of Auburn Ridge on the River.

6.2 Construction Debris. All excess earth, stumps, slashings and construction debris shall be removed from a Lot within 6 months after commencement of construction of any improvement on the Lot. No construction materials or debris, trash, garbage or refuse shall be buried on the Lot. No Lot owner, agent, contractor, or subcontractor of a Lot owner shall place, bury or dump any earth, stumps, slashings or construction debris on any Lot in the Development.

6.3 Garbage and Refuse. No Lot shall be used or maintained as a place to dump or store (except in permitted containers) trash, garbage, refuse or other waste materials (collectively *waste materials*). All waste materials shall be kept in sanitary, enclosed containers, stored in garage or storage structures on the Lot; all waste materials shall with prompt and regular frequency be removed from the Lot by personal, private or municipal disposal service(s) to areas and in a manner in compliance with applicable laws.

6.4 Storage of Vehicles and Equipment, Parking. Motor vehicles and recreational vehicles, including but not limited to, campers, trailers, boats, snowmobiles, jet skis, personal watercraft, all-terrain vehicles, when not in use shall be stored in a permitted garage or permitted storage structure on the Lot, except (i) for temporary periods of time not to exceed 21 days in any calendar year, and (ii) for not more than 1 personal, noncommercial, operational motor vehicle used by the Lot owner or such owner's immediate family members; and (iii) recreational boats twenty-two (22) feet or less in length may be parked during the months of May through September in an area immediately adjacent to the motor vehicle garage, but not closer than forty (40) feet from any public street right-of-way. This section shall not prohibit the temporary

parking of such vehicles or trailers, for purposes of loading or unloading them at the Lot at which parked, for a period not exceeding seventy-two (72) hours. No cars or other vehicles shall be parked on lawns or yards within the Development at any time. No cars or other vehicles shall be parked on streets within the Development for excessive periods of time. Overnight parking on the streets within the Development is prohibited.

This Section shall not apply to the proposed Lot One (1) as shown on the Concept Plan of Auburn Ridge on the River, nor to any undeveloped Lot owned by the Developer, with respect to storing equipment to be utilized for development purposes during the development period.

6.5 Firewood. Wood intended to be used as fuel for fireplaces or fire pits or for any other purpose shall be stored and/or piled in garage or other permitted storage structure, except not more than one cord (4' x 4' x 8') of wood, neatly stacked, may be stored in the rear yard of a Lot no closer than fifteen (15) feet to the rear perimeter Lot line and fifteen (15) feet of any side perimeter Lot line.

6.6 Tree Cutting. The provisions of this paragraph apply to all wooded Lots in the Development. No clear cutting of the Lot is permitted. In order to promote the privacy, beauty and natural state of a wooded Lot, at least 75% of the healthy, growing trees within fifteen (15) feet of the side and rear property lines from the back of the primary residence to the rear lot line shall be left growing, and shall be maintained in a natural state.

6.7 Storm Water Retention. Upon constructing any improvement on a Lot, the Lot Owner shall provide reasonable storm water retention and/or disposal within the confines of such Lot or to a municipal storm sewer, if any.

6.8 Street Shoulder; Right of Way. Each Lot Owner shall maintain the public street shoulder and right of way which abuts such Lot in compliance with Applicable Laws, including a 12 inch minimum ditch depth in such right of way, and in a condition and manner which promotes a uniform right of way appearance throughout the Development. Lot Owners shall not alter or remove road shoulder materials (recycled asphalt) as required by Village of Plover ordinances.

6.9 Decorative Lamp Post and Mailbox. The Lot Owner of each improved Lot shall erect and maintain a decorative mailbox (with newspaper box) and post, lamp post and electric lantern, when a house is constructed. Such lamp post and lantern shall not exceed nine (9) feet in height, nor shall it be less than five (5) feet in height. The lamp post and electric lantern shall be located within two (2) feet from the public street right-of-way on the residence side of the driveway, except for those Lots which are bordered by the trail easement. On such Lots the lamp post and electric lantern shall be located within two (2) feet from the trail easement on the residence side of the trail and driveway. The wattage for such electric lantern shall not exceed 100 watts. The electric lantern shall be kept in good operation condition and remain lit each day from dusk to dawn by means of an automatic switching device incorporated into the fixture or home electrical system for such purpose. Such lighting is required for the safety and benefit of all Lot Owners of the Development. The mailbox and post shall be located at the shoulder of the abutting public street in compliance with applicable laws. Developer requires that the Lot Owners maintain a quality, decorative and uniform appearance as to all decorative mailboxes

(and newspaper boxes) and posts, lamp posts and electric lanterns in the Development. Such equipment is intended to be distinctive in design and style and constructed of above standard materials. During the first ten (10) years following the recording of these Restrictive Covenants, the ARC shall either (i) approve in writing the required decorative mailbox (with newspaper box) and post, lamp post and electric lantern, or (ii) the Lot Owner shall purchase such required fixtures from the Developer.

6.10 Signs. No advertising or any nature or sign of any description shall be placed on or maintained on any Lot, except that a sign not exceeding 2 square feet in area may be placed on the Lot at a point plainly visible from the public street adjoining such Lot for purposes of displaying the street address and name of the Lot owner or occupant. Notwithstanding the foregoing to the contrary, not more than 2 temporary signs, each not to exceed 6 square feet in area, may be placed on a Lot for purpose of advertising the Lot and/or its improvements for sale. Any subdivision identification sign or signs erected on a Lot by the Developer and one small (not exceeding 1 square foot in size) security system notice sign on each Lot shall be exempt from the prohibitions of this paragraph.

6.11. Additions and Remodeling. No addition, exterior renovation or remodeling, or site improvements of any kind shall be made without strict conformance with these covenants and review and approval of the ARC.

## ARTICLE VII

### USE RESTRICTIONS

7.1 Pets. No more than three (3) domesticated animals may be kept on any Lot. Non-domesticated or poisonous animals of any kind are strictly prohibited. Horses, pigeons, rabbits, pot-bellied pigs, goats, chickens, and roosters are strictly prohibited. All pets shall be housed within the residence, and not within the garage. No free-standing kennels or similar pet enclosures shall be allowed. Commercial animal breeding, boarding, kenneling or treatment is prohibited whether for free (non-paying) or otherwise. No Lot Owner may keep a dog whose barking creates a nuisance to neighbors, whether such a dog is kept indoors or outdoors from time-to-time. Additionally, no animal whatsoever displaying vicious propensities shall be permitted within the Development. At all times, all pets taken outdoors, shall be kept on-leash and carefully restrained by Owner. Upon advance written approval of the ARC, "invisible fence" may be permitted within an individual Lot in lieu of the on-leash requirement. Failure to conform to these pet requirements shall result in the ARC bringing the Lot Owner to the attention of the property authorities, and in addition, costs and fines may be assessed to the Lot Owner as determined by the ARC.

7.2 Appearances. Every Lot Owner shall be responsible for maintaining the Lot and structures thereon, in neat appearances at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a residence has been or is in construction. The Lot Owner's obligations include, but are not limited to the following:

- (a) Noxious Weeds. All areas of Lots not used as a building site, lawn, or under cultivation as a vegetable or flower garden, shall be kept free from noxious weeds. All lawns shall be kept free from noxious weeds.
- (b) General Upkeep. The Lot Owner shall keep each Lot and all buildings and

other improvements thereupon, in good order and free of debris, including but not limited to the mowing of all lawns, the pruning of all trees and shrubbery, the external care of all buildings and other improvements.

(c) Trash. Trash containers must be kept inside of garages and may be placed at curbside only on the days of trash collection. Separate containers for recyclable materials shall be obtained and utilized. No garbage, refuse, large items, cardboard, cuttings or similar trash shall be placed at curbside unless in suitable containers. No trash, cuttings, leaves, rocks or earth may be deposited on any Outlot. Pet owners are required to pick up their animal waste and properly dispose of it, wherever it may occur.

7.3 Antennas, Solar Panels, etc. No visible exterior antennas, windmills, satellite dishes, etc., in excess of twenty (20") inches in diameter shall be permitted on any Lot. Satellite dishes less than twenty (20") inches in diameter shall be permitted with the advance written approval of the ARC, and then only if located in the most unobtrusive location.

7.4 Activities. No noxious or offensive trade or activity may be carried out on property with the Development, which will become a nuisance to the neighborhood or any property within or outside the Development.

7.5 Lighting. Exterior lighting on all Lots shall be of such focus and intensity so as not to cause a disturbance to any adjacent properties, whether inside or outside of the Development.

## ARTICLE VIII

### MEMBERSHIP IN HOMEOWNERS ASSOCIATION

8.1 Membership. Every Lot Owner shall be a Member of the Auburn Ridge on the River Homeowners Association. Each Lot Owner shall have a one thirty-ninth (1/39th) interest in the Homeowners Association. The Homeowners Association shall be incorporated as a non-stock corporation under the Laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation (the "Articles"), and Bylaws, and this Declaration. The Members shall have the rights set forth in the Bylaws of the Homeowners Association. The Bylaws of the Homeowners Association shall also set forth the management provisions and obligations of the Homeowners Association.

All Lot Owners, tenants of lots, and all other persons and entities that in any manner use the development or any part thereof shall abide by and be subject to all of the rules and regulations of the Homeowners Association, this Declaration, the Articles and Bylaws. The Homeowners Association shall have the exclusive right to promogate, and to delegate the right to promogate, the rules and regulations from time to time and shall distribute to each Lot Owner the updated version of such rules and regulations upon any amendment or modification to the rules and regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Lot Owners unless otherwise stated in such amendment or modification.

8.2 Property Owned by Homeowners Association. The proposed Outlots Two (2), Three (3) and Four (4) as shown on the Concept Plan of Auburn Ridge on the River; and Outlots One (1) and Two (2) of the Certified Survey Map 8417-33-97 shall be transferred by Owner to the Auburn Ridge on the River Homeowners Association, and the Homeowners Association shall be responsible for all costs of maintenance, insurance, taxes and other expenses related to these Outlots.

8.3 Voting Rights. Each Lot Owner shall have one (1) vote for each lot owned. If a Lot is owned by more than one (1) person, the owners thereof are entitled collectively to only one vote. Each Lot shall designate by written notice to the Homeowners Association, the name and address of the person entitled to cast the vote on behalf of the Lot.

8.4 Association Contractors. The Homeowners Association may obtain or pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other persons as it shall determine to be necessary or advisable for the proper operation of the Development and Homeowners Association.

8.5 Developer Rights. Notwithstanding anything contained in this Declaration or the Bylaws to the contrary, the Developer shall totally govern the affairs of the Development and pay all expenses thereof until a Lot has been sold to any person other than the Developer. The Developer may exercise any rights granted to, or perform any obligations imposed upon, Developer under this Declaration through its duly authorized agent. After a Lot has been sold to any person other than the Developer, the Developer shall have the right to appoint and remove the officers of the Homeowners Association and to exercise any and all of the powers and responsibilities assigned to the Homeowners Association and its officers by the Articles, Bylaws, this Declaration and the Wisconsin Non-stock Corporation Law from the date the first Lot of this Development is conveyed by the Developer to any person other than Developer, until the earliest of: (a) thirty (30) days after the conveyance of two-thirds of the Lots to purchasers, or (b) thirty (30) days after the Developer's election to waive its right of control.

8.6 General Annual Assessments. Each Lot Owner, excluding Lots owned by the Developer, shall be responsible for payment of a General Annual Assessment (Assessment). The maximum Assessment which may be authorized by the Homeowners Association for the year 2012 shall be \$300.00 per Lot; provided however, that such assessment shall not be increased by more than ten percent (10%) for each calendar year of 2013, 2014 and 2015, unless otherwise agreed to by a majority of Lot Owners excluding those lots owned by the Developer. Thereafter, Assessments shall be determined as set forth in the Bylaws of the Homeowners Association. During the development period, but not to exceed five (5) years from the recording of this document, the Developer will be responsible for expenses incurred in excess of the Assessments collected from Lot Owners. The Homeowners Association will meet prior to December 1 of each year to set the Assessment for the following calendar year based on the budget projection for expenses. Each Lot Owner shall make payment to the Homeowners Association by January 1 of each respective year. Lots purchased during a calendar year shall have the Assessment prorated from the date of closing to the end of the year. In the event a Lot Owner does not pay the Assessment by January 1, the amount due shall be considered as being in default and shall bear interest at the highest rate then permitted by law or such lesser rate as determined by the Homeowners Association. Such interest and all costs incurred by the Homeowners Association

in connection with the collection of payment shall constitute a lien on the Lot and will be the personal obligation of the Lot Owner until paid in full.

Anticipated expenses of the Homeowners Association shall include those items detailed in Section 8.7 below.

8.7 Homeowners Association Obligations: The obligations of the Auburn Ridge on the River Subdivision Homeowners Association shall be established by the Directors of said Homeowners Association pursuant to the Association By-Laws. The Homeowners Association will be responsible for insurance and property taxes for the proposed Outlots Two (2), Three (3) and Four (4) as shown on the Concept Plan of Auburn Ridge on the River; and Outlots One (1) and Two (2) of Certified Survey Map 8417-33-97. In addition to any duties or responsibilities of the Homeowners Association as may from time to time be established by the Board of Directors, the Homeowners Association shall at all times be responsible for maintenance and upkeep of the following areas:

(1) The entrance sign and associated landscaping surrounding said signage. In particular, the Homeowners Association shall be responsible for the maintenance and upkeep of permanent Subdivision signs and entry landscaping on the proposed Lots eight (8), nine (9), and twenty (20) as shown on the Concept Plan of Auburn Ridge on the River.

(2) Maintenance of any and all trails, paths, and walkways in the Development and general maintenance of the proposed Outlots Two (2) through Four (4) as shown on the Concept Plan of Auburn Ridge on the River; and Outlots One (1) and Two (2) of the Certified Survey Map 8417-33-97.

(3) Maintenance of parking areas and amenities on the proposed Outlot Three (3) as shown on the Concept Plan of Auburn Ridge on the River.

(4) Maintenance and replacement, when needed, of the pier structures for up to forty (40) boat slips on twenty (20) docks. In addition, this shall include the cost to remove and reinstall the pier structures at any time as may be required.

(5) Maintenance of picnic areas, and typical picnic area improvements and equipment, as well as maintenance of the unassigned dock available for short-term use.

The maintenance and upkeep responsibility of the Homeowners Association for the items set forth above shall include the repair of all damages and all utility costs.

## ARTICLE IX

### BOAT SLIPS WITHIN THE COMMON AREA

9.1 Boat Slips. The Developer will provide a forty (40) slip common dockage area consisting of twenty (20) shared piers accessed by the Common Area of the proposed Outlot Two (2) as shown on the Concept Plan of Auburn Ridge on the River for the benefit of Lots in the Development. The pier structures shall be owned and maintained by the Homeowners Association. The right to the use of the slip shall be real property appurtenant to the Lot to which it is assigned. The individual slips are assigned to each Lot as Lots are sold based on the next available boat slip or the Buyers choice of available boat slips.

The one unassigned boat slip is designated for day use only, for the benefit of guests and



visitors of any member of the Association. With regard to the unassigned boat slip, no overnight dockage is allowed and the maximum mooring time shall be six (6) consecutive hours.

9.2. Boat Slip and Common Area Covenants. Allowable and restricted activities for Common Owned property and dock area:

- (1) Each Lot Owner will receive an assigned boat slip with the purchase of a lot.
- (2) Lot Owner may use the boat slip for docking their boat or may lease their boat slip to another Lot Owner in the Development. No individuals other than Lot Owners are allowed to lease or use a boat slip.
- (3) Boat lifts may be installed by a Lot Owner at their designated boat slip. The boat lifts are the personal property of the Lot Owner and the installation, removal, maintenance and costs associated with them are the responsibility of the Lot Owner. Boat lifts must be removed prior to October 1 of each year and must be installed after May 1 but prior to May 15 of each year (after installation of docks in the spring). Boat lifts may be stored from October 1 through May 15 on Outlot Two (2) in an area designated by the Homeowners Association.
- (4) No permanent improvements shall be constructed in the dock area except those improvements installed or authorized by the Homeowners Association.
- (5) Golf carts may be utilized on the trail easement adjacent to Timber Ridge Drive, Timber View Drive, River Drive and on the Trail extending from Timber Ridge Drive to the dock area. No motorized vehicles, including golf carts, are to be operated on the balance of the Conservancy area (proposed Outlots 2 and 4). Golf carts are also allowed, per Village of Plover ordinance, to cross Timber Ridge Drive and Timber View Drive from a private driveway to the golf cart trail.
- (6) Golf carts may not be operated in excess of 15 mph at anytime. Golf carts may not be operated by anyone under the age of 16 years.
- (7) No motorized vehicles, except golf carts and authorized maintenance vehicles shall be operated on the trails or in the conservancy area.
- (8) The conservancy area shall be utilized, except for the golf cart path from the top of the hill to the dock area, for passive recreational activities. Examples include hiking, running, biking, snow shoeing, cross country skiing and other similar activities.
- (9) Quiet hours for common areas are from dusk to dawn.

## ARTICLE X

### GENERAL PROVISIONS

10.1 Term of Covenants. This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots in the Development for a period of Fifty (50) Years after the Covenants are recorded, after which time this Declaration shall automatically stand renewed unless the same is amended or cancelled as provided in Section 10.2 below. If any person, or heir, personal representative, successor or assign shall violate or attempt to violate any of the covenants or restrictions contained herein while this Declaration is effective, the ARC, or any person or persons owning a Lot(s) shall have the rights of Enforcement as provided in Section 10.4 below.

10.2 Amendment. This Declaration, or any part thereof, may be canceled, released, amended, or waived in writing as to some or all of the Lots subject to this Declaration by an instrument signed by the current owner of two-thirds of the Lots, i.e. the signatures of enough Lot Owners so that at least two-thirds of all Lot Owners have consented to such amendment. The Developer may amend or modify all or any part of this Declaration until such time as two-thirds of the Lots have been sold to third party purchasers.

10.3 Invalidation. Invalidation of any one of these covenants or any severable part of any covenants, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

10.4 Enforcement Action. The Homeowners Association, the ARC and/or the Owners shall have the right to sue for and obtain an injunction or any equitable remedy to prevent the breach of or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring a legal action for the damages. Any Lot Owner who violates a provision of this Declaration shall be liable for reasonable attorney's fees and court costs incurred in enforcing the provisions of this Declaration, and any person violating any of these covenants or restrictions shall be liable for all costs incurred in removing any such violation.

10.5 Zoning and Access. All Lots are subject to the applicable laws, ordinances and building codes.

IN WITNESS WHEREOF, this Declaration is signed on this 30<sup>th</sup> day of August, 2012.

David W. Moodie  
David W. Moodie, individually

Keith E. Helmrick  
Keith E. Helmrick, individually

*Classic Development Corporation*

By: David W. Moodie  
David W. Moodie, Secretary

By: Keith E. Helmrick  
Keith E. Helmrick, President

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF PORTAGE )



Personally came before me this 30<sup>th</sup> day of August, 2012, the above named David W. Moodie and Keith E. Helmrick to me known to be such persons who executed the foregoing instrument and acknowledged that they executed the same.

Peggy A. Kontney  
Notary Public, State of Wisconsin  
My Commission expires: 12-1-13

*Erbes Construction Ltd.*

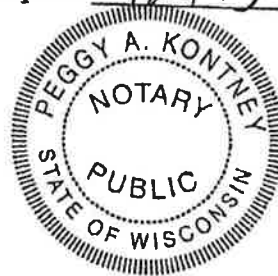
By: *Mark Erbes*

Mark Erbes, President

STATE OF WISCONSIN   )  
  ) ss.  
COUNTY OF PORTAGE   )

Personally came before me this 29<sup>th</sup> day of August, 2012, the above named Mark Erbes to me known to be such person who executed the foregoing instrument and acknowledged that they executed the same.

*Peggy A. Kontney*  
Notary Public, State of Wisconsin  
My Commission expires: 12-1-13



**CONSENT OF MORTGAGEE**

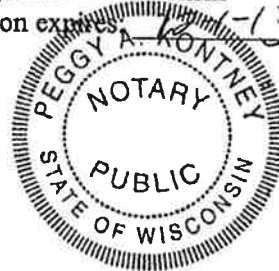
**The Portage County Bank**

By: *[Signature]*

STATE OF WISCONSIN   )  
  ) ss.  
COUNTY OF PORTAGE   )

Personally came before me this 30<sup>th</sup> day of August, 2012, the above named Kevin Kawleski to me known to be such person who executed the foregoing instrument and acknowledged that they executed the same.

*Peggy A. Kontney*  
Notary Public, State of Wisconsin  
My Commission expires 12-13



Return To:  
THIS INSTRUMENT WAS DRAFTED BY:

Attorney Paul E. Duerst  
739 Grand Avenue  
Schofield, Wisconsin 54476

EXHIBIT "A"

