Document Number	Document Title
	DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE ADDITION

COPY

Recording Area

Name and Return Address

Attorney Dorothy J. Stroschein
1206 Caledonia Street
La Crosse, WI 54603

PART OF 9-1401-4

Parcel Identification Number (PIN)

See Exhibit "A" for Legal Description

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WRDA Rev. 12/22/2010

DECLARATIONS OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE ADDITION

J J Hengel Construction, LLC, a Wisconsin Limited Liability Company, fee owner of the following described real property located in the Town of Medary, La Crosse County, Wisconsin, legally described on Exhibit "A" attached hereto and incorporated herein by this reference, by and through its members Joseph D. Hengel and Jason P. Hengel, hereby make the following declarations as to limitations, restrictions, and uses of the land for the benefit of the present owner and all future owners of parcels of land constituting the above described real property, legally known as the Plat of "Maple Ridge Addition".

The declarations recited herein, and any amendments, shall be covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them; these declarations are designed for the purpose of keeping the "Maple Ridge Addition" an area which is desirable, uniform and suitable in architectural design and use as specified herein.

I. LAND USE AND BUILDING TYPE:

No building or structure of any kind whatsoever other than a single family dwelling house on Lots 1-7 and Lot 10, and a multi-family dwelling on Lot 8 and a multi-family dwelling on Lot 9, (but no more than one multi family dwelling per lot on Lot 8 and 9, which can be a condo or duplex only), a detached outbuilding or attached garage shall be erected on any lot, and any

such dwelling house shall be used for family residential purposes only. All such dwellings, outbuildings or garages are subject to the written approval of the Architectural and Environmental Control Committee hereinafter defined. No lot shall have both a detached garage and an outbuilding.

2. GARAGES AND OUTBUILDINGS:

No lot shall have a garage constructed on such lot for more than three (3) cars, and any such garage must be permanently attached to the residence. No lot shall have a garage or outbuilding constructed without the written permission of the Architectural and Environmental Control Committee, after submitting written plans and specifications.

3. ARCHITECTURAL AND ENVIRONMENTAL CONTROL:

No building or structure including attached garage or an outbuilding shall be erected, placed or alerted on any parcel of land until the construction plans and specifications, including exterior materials, and a plan showing the location of the building and structures have been approved in writing by the architectural and environmental control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography finish grade elevations and exterior property lines. Said buildings shall have an exterior of wood or vinyl siding, or brick, stucco or stone or any combination thereof; and the exterior color shall be one which shall compliment the natural

environment of the area.

The intention of said restriction being to preserve the natural grade and terrain and general appearance of the area insofar as possible and to eliminate any excessive cut or fill in order to perpetuate and exemplify the natural beauty of the area for the benefit of the owners of the parcels of land.

4. EASEMENTS:

Easements for the necessary installation and the necessary maintenance of utilities, including, but not limited to wells and electric, are reserved in each parcel. The extent of the easements will be whatever is necessary in the opinion of the Architectural and Environmental Control Committee for the purpose of connecting said utilities, including, but not limited to the community wells to any residence constructed on said lots, or the relocation of existing wells. No property owner shall alter in any way by fill or cut, any natural or pre-constructed drainage ditch or channel without the written consent of the Architectural and Environmental Control Committee and any appropriate Governmental Authority, nor shall any substantial cut or alteration of natural terrain, other than the excavation of basements, be made without the written approval of the Architectural and Environmental Control Committee and any appropriate Governmental Authority.

All lots shall be subject to a Well and Water Service Trust Agreement and Easement, as recorded against the property described on Exhibit "A", and

as amended from time to time.

5. BUILDING LINE AND HEIGHT RESTRICTIONS:

a. All houses, appurtenance, or outbuildings in said addition shall conform to the following:

Lots 1, 2 and 3 shall have 30, 30, and 35 feet set back requirements respectively for drainage easements. Lot 10 shall have a drainage easement in the SE corner of said Lot, as noted on plat and as required. Lot 9 shall have a drainage easement to the rear as set forth on the plat and as required. Lots 7, 6, and 4 shall have 40 foot wide drainage easement set back from the rear of said lots. Lots 8 shall have a 30 foot wide drainage easement set back in the rear and a 10 feet wide drainage easement to the West of said lot. Each lot shall have easements and setbacks as required by the Plat. And each lot shall have a setback from the street that conforms to the La Crosse County Zoning Ordinances and Town of Medary Ordinances, if any, in effect at the time of building, and any other governmental agency having jurisdiction on said property. The plat is as recorded in the office of the Register of Deed for La Crosse County, Wisconsin for the Maple Ridge Addition.

b. No building shall be more than two (2) stories in height.

6. MINIMUM FLOOR PLAN SIZE AND SLOPE:

The enclosed floor area of any single family dwelling, exclusive of

porches, basements and garages shall be not less than Fourteen Hundred (1,400) square feet. The multi-family dwelling condo or duplex on Lot 8 and Lot 9 shall be limited to only one condo or one duplex per Lot and can only have two units in each condo or duplex per Lot.

No such dwelling shall be constructed on any grade which exceeds 30%, as determined by the Architectural and Environmental Control Committee and County of La Crosse, Town of Medary, and any other governmental agency having jurisdiction on said property.

7. RESTRICTION AS TO CHARACTER OF STRUCTURE USED AS A DWELLING:

No trailer, basement, tent, shack, garage, barn, or outbuilding erected on a lot in the above-described subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. CONSTRUCTION TIME-LIMITS:

All construction of any building or structure shall be completed in finished form on the outside within nine (9) months from the date the construction began. No building shall be allowed to remain with tar paper or building paper sheathing for a period of longer than 4 months. The determining date for the beginning of construction will be one (1) month from the date of the La Crosse County Zoning Permit was issued by La Crosse County or Zoning Permit from the Town of Medary, if any required, whichever

is later. Any building or structure not completed in that time period shall pay a fine of $50.00 per day for each day the building or structure is not completed. However, if the delay in completion was caused by an Act of God, a Natural Disaster, a strike, a labor or materials shortage, as solely determined by the Committee, the fine shall be abated in the opinion of the Committee. The fine shall be paid to and the violation shall be determined solely in the discretion of the Architectural and Environmental Control Committee.

9. STORING OF HAZARDOUS OR TOXIC MATERIALS ON PROPERTY:

No lot shall store any materials or substances that are considered hazardous or Toxic on the property, except reasonable amounts of normal household chemicals. Each lot owner recognizes the potential hazards to ground water from chemical contamination, and understands the need to protect the wells located in Maple Ridge Addition. If deemed necessary in the sole discretion of the Architectural and Environmental Control Committee, the committee will assess fines for the violation of said restriction.

10. STORING OF JUNK OR ABANDONED MACHINERY OR VEHICLES:

No person shall store on any lot of the Maple Ridge Addition any junk or abandoned machinery or vehicle.

11. MOBILE OR MODULAR HOME and THE STORAGE OF BOATS AND RV'S:

No mobile homes will be allowed to be placed or used on the lots, except a recreational vehicle for temporary use, not to exceed 48 hours. Modular homes must be approved in writing by the Architectural and Environmental Control Committee. No boats or recreational vehicles shall be stored on the property, except as provided above, unless stored out of the sight of neighbors, as determined by the Architectural and Environmental Control Committee.

12. ANIMALS:

No cow, horse, hog, goat, or similar animal shall be kept or maintained on the above-described property, or any portion of such property, except that each lot can have a total of no more than 3 animals, but not more than 2 animals of any particular species. For example, a lot could have two dogs and one cat; or two cats and one dog.

13. BLACKTOP OR CONCRETE DRIVEWAYS:

All lots shall have the driveway to said lot or outbuilding blacktop or concrete laid thereon, within 6 months of the completion of any structure placed on said lot and be in compliance with the Town of Medary ordinance regarding Driveway access.

14. GARBAGE AND REFUSE DISPOSAL AND ATTRACTIVE LOT:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All lots shall be kept in a neat and clean condition, and no unsightly growths or objects shall be maintained or allowed on any lot. No noxious, illegal or offensive use of the property shall be carried on on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood, in the sole discretion of the Architectural and Environmental Control Committee.

15. SUBDIVISION OF LOTS:

The lots contained in "Maple Ridge Addition" and subject to these Restrictions are as shown on the recorded plat for Maple Ridge Addition, legally described on Exhibit "A". No lot may be split, subdivided or otherwise conveyed so as to create another lot or additional parcel, except that J J Hengel Construction, LLC may make any division or split of any lot it determines necessary, in its sole discretion, prior to the sale of the lot to be split. It is noted, only J J Hengel Construction, LLC may exercise this right.

16. WELLS:

All single and multi-family houses located in the Maple Ridge Addition

as determined in the Declaration of Covenants recorded for Maple Ridge Addition shall be served by a common well as detailed in the Water Trust contained in the Well and Water Service Trust Agreement and Easement Regarding Maple Ridge Addition, recorded against the property. No private well shall be constructed, permitted, or maintained.

17. HIGHWAY RIGHT-OF-WAY AND LAWN AND WEED MAINTENANCE:

All property owners shall be required to properly maintain their lawns and control weeds and grasses on the property and including the area affronting their property to include the town or private road to the property. Any damage to the street which occurs during construction of any building shall be paid by the lot owner, if repairs are required by Township. All owners who install a water sprinkling system in their lawns shall pay the sum specified in the Well and Water Service Trust Agreement and Easement as recorded against the property, and as amended from time to time. In the event the watering of the lawns overburdens the operating capabilities of the well or wells, at the sole determination and discretion of the Trustee, a schedule for lawn watering shall be set up by the then acting Trustee, and strictly adhered to by all lot or homeowners. These restrictions shall be monitored and enforced by the Architectural and Environmental Control Committee.

18. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE:

Membership: While J J Hengel Construction, LLC retains ownership of any lots in the subject area, or until such time as all lots have dwellings, the Architectural and Environmental Control Committee shall be Joseph D. Hengel and Jason P. Hengel or another Agent designated by said LLC. After said LLC no longer owns any lots, any subsequent Committee may be chosen by a majority of homeowners.

Procedure: The committee's approval or disapproval as required in these covenants shall be in writing and shall be given within 30 days after a written request and all other necessary information, including plans and specifications where appropriate are submitted.

19. GENERAL PROVISIONS:

Term: These covenants are to run with the parcels of land designated as "Maple Ridge Addition", as described on Exhibit "A", and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a seventy-five (75%) of the then lot owners of the land parcels has been recorded, agreeing to change said covenants in whole or in part. Note, as long as J J Hengel Construction, LLC still owns any lot in said addition, the LLC may veto any change.

Fines or Penalties for Violations: Any fine or penalty assessed for a violation of any of these covenants or restrictions as set forth in this declaration shall become a lien on the affected real estate as soon as such fine or penalty is assessed and written notice is given to the lot owner by the Architectural and Environmental Control Committee. All fines and penalties are due ten (10) days from the date of said written notice. In the event any owner fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the State of Wisconsin from the date when such fine or penalty was due until it is paid in full. Sixty (60) days after the date of any such fine or penalty has been assessed, if not paid, shall become delinquent and the payment of both principal and interest may be enforced as in the case of a mechanic's lien on the affected real estate, and a notice of such fine or penalty may be filed with the Register of Deeds and venue shall be laid in the Circuit Court for La Crosse County, Wisconsin. The Committee has the authority to bring actions to enforce such liens.

Any such lien shall continue for a period of ten (10) years from the date of delinquency and no longer, unless with such time period legal proceedings shall be instituted to collect such assessments, in which event the lien shall continue until the termination of the legal proceedings, and the sale of the property under the execution of the judgment establishing the same.

In the event legal procedures are commenced to collect any such fine or penalty, or if the services of any attorney are retained by the Committee in connection therewith, the non-paying owner or owners shall be obligated to

pay all costs incurred, plus actual attorney fees, which costs and fees shall become a portion of the assessment and may be foreclosed on in the same manner as mortgages.

Additional Enforcement: Enforcement may be made by the Architectural and Environmental Control Committee, representing the lot owners, or by any lot owner and shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages. In addition, any dispute hereunder may be submitted to arbitration pursuant to Chapter 788 of the Wisconsin Statues. In the event a party elects to arbitrate a dispute, such election shall not prejudice the right of that party to seek injunctive relief from a court of law to enforce such arbitration decision or to maintain the status quo or prevent further violations pending such decision.

Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

This portion left intentionally blank

20. AMENDMENT PROCEDURE:

These covenants may be amended as provided herein.

Dated this _____day of _____2016.

J J Hengel Construction, LLC

_____
By: Joseph D. Hengel, member

_____
By: Jason P. Hengel, member

Signatures of Joseph D. Hengel
And Jason P. Hengel authenticated
This _____day of _____, 2016,
by _____
Dorothy J. Stroschein
Member Wi. State Bar #1003736

DRAFTED BY:
Attorney Dorothy J. Stroschein
1206 Caledonia Street
La Crosse, WI 54603
Member State Bar of Wisconsin #1003736

LOT 1, CERTIFIED SURVEY MAP, VOLUME 11, PAGE 50 AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 35, TOWNSHIP 16 NORTH, RANGE 7 WEST, TOWN OF MEDARY, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE NORTH 53°10'30" WEST 535.53 FEET TO THE EASTERN MOST POINT OF SAID LOT 1 AND A POINT ON THE SOUTH LINE OF LOT 2, OF SAID CERTIFIED SURVEY MAP, VOLUME 11, PAGE 50 ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID LOTS 1 AND 2 SOUTH 89°20'20" WEST 124.30 FEET, NORTH 0°39'40" WEST 144.48 FEET AND SOUTH 89°20'20" WEST 242.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 61°46'14" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 OF SAID CERTIFIED SURVEY MAP, VOLUME 11, PAGE 50; THENCE NORTH 5°41'38" EAST ALONG THE WEST LINE THEREOF AND ITS EXTENSION 711.93 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°20'43" WEST ALONG THE NORTH LINE THEREOF 245.02 FEET; THENCE SOUTH 2°04'46" EAST 901.59 FEET; THENCE NORTH 28°46'54" EAST 76.63 FEET; THENCE ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, THE CHORD OF WHICH BEARS SOUTH 61°07'28" EAST AND MEASURES 7.25 FEET; THENCE SOUTH 55°55'25" EAST 133.27 FEET; THENCE SOUTH 29°29'36" WEST 200.79 FEET TO THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD F; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY ON THE ARC OF A 853.35 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, THE CHORD OF WHICH BEARS SOUTH 44°59'19" EAST AND MEASURES 292.27 FEET TO THE WESTERLY LINE OF CERTIFIED SURVEY MAP VOLUME 11, PAGE 48, BEING THE WESTERLY RIGHT OF WAY OF SHADY MAPLE RIDGE ROAD; THENCE NORTH 59°18'38" EAST ALONG SAID WESTERLY RIGHT OF WAY 80.19 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 62°33'21" EAST 125.79 FEET TO THE P.C. OF A 76.06 FOOT RADIUS CURVE; THENCE CONTINUING ALONG SAID RIGHT OF WAY ON THE ARC OF SAID CURVE, CONCAVE NORTHWEST, THE CHORD OF WHICH BEARS NORTH 46°44'47" EAST AND MEASURES 41.44 FEET TO THE P.C. OF A 362.10 FEET RADIUS CURVE; THENCE CONTINUING ALONG SAID RIGHT OF WAY ON THE ARC OF SAID CURVE, CONCAVE SOUTHEAST, THE CHORD OF WHICH BEARS NORTH 60°08'16.5" EAST AND MEASURES 353.32 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS APPROXIMATELY 358,621 S.F. OR 8.232 ACRES.

SUBJECT TO ANY EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

Exhibit "H"