DECLARATION FOR LAKE SANDIA

This Declaration is made this 1st day of March, 1994, by ROBERT J. RIPLEY and EILEEN M. RIPLEY (hereinafter referred to collectively as "Developer").

RECITATIONS

WHEREAS, Developer owns all those lands located in the Town of Angelica, Shawano County, Wisconsin, described in Exhibit "A" attached hereto; and

WHEREAS, LAKE SANDIA is a development consisting of approximately one hundred (100) acres divided or to be divided into approximately eighty (80) residential Lots; and

WHEREAS, Developer desires to subject the Lots within LAKE SANDIA, as well as all other portions of LAKE SANDIA (except dedicated streets and utilities), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of LAKE SANDIA as a whole and for the benefit of each Lot Owner;

DECLARATION

NOW, THEREFORE, Developer hereby declares that the real estate described on the attached Exhibit "A" and all portions thereof (except for dedicated streets and utilities) shall be used, held, leased, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and Owners.

DEFINITIONS, PURPOSE AND USE RESTRICTIONS

1.01

DEFINITIONS

(a) "Phase One of LAKE SANDIA" shall mean the initial development within LAKE SANDIA consisting of thirty-nine (39) residential Lots.

(b) "Additional Phases of LAKE SANDIA" shall mean all other phases of the development of LAKE SANDIA within the lands described in the attached Exhibit "A."

(c) "Association" shall mean the LAKE SANDIA HOMEOWNER'S ASSOCIATION, an incorporated association, created under this Declaration.

(d) "Architectural Control Committee" or "ACC" shall mean the officers of the Association who shall serve as members of the ACC.

(e) "Board" shall mean the Board of Directors of the Association which shall operate and

manage the Association.

(f) "Common Area" or "Common Areas" shall mean any area within LAKE SANDIA which is not a Lot or a dedicated street or other dedicated area for which the Town has assumed responsibility for maintenance and which is conveyed by Developer to the Association. Common Area includes any facilities located on the Common Areas. Common Areas do not include areas of an Owner's Lot which cannot be built upon because of municipal or state restrictions.

(g) "Town" shall mean the Town of Angelica, a municipality.

(h) "Developer" shall mean ROBERT J. RIPLEY and EILEEN M. RIPLEY or the survivor of them.

(i) "Family" shall mean one or more persons related by blood, marriage or adoption who are living, sleeping, cooking and eating on the Property as a single housekeeping unit and shall exclude any person or groups of persons where three or more are not so related or engaged as household employees.

(j) "Home" shall mean a residential building designed and used as a dwelling for one family (which shall not include any attached garage).

(k) "Lot" shall mean a platted residential lot within LAKE SANDIA identifiable by reference to a name and lot number, regardless of whether such Property is currently platted or platted at some future time. The term "Lot" does not include any Common Area.

(l) "Lot Owner," "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate, and shall include land contract vendees and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

(m) "Lakes and Creeks" shall mean the lakes and creeks located in LAKE SANDIA which are constructed in the Common Area.

(n) "Property" shall include a Lot and all improvements.

(o) "Section" shall mean all those provisions within a numbered heading of this Declaration.

(p) "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, carport or above ground storage facility; tent; exterior lighting or electric fixture, antennae, tower or pole; fence,

retaining or other wall or fountain; driveway, sidewalk or walkway; screened or other type of porch, patio or gazebo; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

(q) "LAKE SANDIA" shall mean the lands described on the attached Exhibit "A," excluding lands now or hereafter dedicated to the Town.

1.02

GENERAL PURPOSE

The general purpose of this Declaration is to help assure that LAKE SANDIA will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of certain open spaces and Common Areas within LAKE SANDIA; to help assure the best use and most appropriate development and improvement of each Lot; to protect Owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to ensure a residential development of LAKE SANDIA consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lots; to prevent installation of improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to ensure a proper and consistent setback of structures and buildings for aesthetic appearance and to avoid blockage of views for other Properties; and to otherwise secure mutual enjoyment of benefits for Owners and occupants of residential Property within LAKE SANDIA.

1. 03

DEVELOPER

All authority to enforce the restrictions contained in this document or to grant approval of any variances from such restrictions shall be in the sole discretion of Developer until eighty percent (80%) of the Lots in Phase One of LAKE SANDIA and in all Additional Phases of LAKE SANDIA have been sold. Once eighty percent (80%) of such Lots are sold, all authority to enforce the restrictions contained in this document shall be in the sole discretion of the Association and all authority to grant approval of any variances from such restrictions shall be in the sole discretion of the ACC. All references to authority of the "Developer or the ACC," "Developer or the Association" or "Developer or the Board" mean that Developer has the sole authority and responsibility until eighty percent (80%) of the Lots in Phase One of LAKE SANDIA and in all Additional Phases

of LAKE SANDIA are sold and that the ACC or Association shall assume such authority or responsibility once eighty percent (80%) of the Lots in Phase One of LAKE SANDIA and in all Additional Phases of LAKE SANDIA are sold.

1.04

SINGLE FAMILY USE; GENERAL RESTRICTIONS

(a) Each Lot shall be used solely for residential purposes by one Family. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation.

(b) Only one (1) Home may be constructed on each Lot and no structure (except for the Home) shall be used for temporary or permanent living or sleeping for Family or guests without the prior approval of the Developer or the ACC.

(c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy a Special Assessment against the Lot. Developer or the Association shall not be obligated to improve any areas of LAKE SANDIA with grass or plantings or to cut grass or foliage growing in a natural environment.

(d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.05

USE AND MAINTENANCE OF COMMON AREAS

(a) All Common Areas shall be used as open spaces for the common benefit of the residents of LAKE SANDIA.

(b) Any signs, monuments, structures or entranceway landscaping constructed by Developer or the Association for the general benefit of LAKE SANDIA residents shall be properly maintained by the Association. The Association shall also maintain any Common Areas so as to be neat and attractive in appearance.

(c) Each Lot Owner shall be responsible for an annual assessment related to the maintenance and upkeep of Common Areas (the "Annual Assessment"). The Lot Owners may be subject to additional assessments as determined to he necessary. It is recognized that the development of LAKE SANDIA will be done in three (3) phases. Assessments

for maintenance and upkeep of Common Areas will only be assessed to those Lot Owners who are located in a phase which is developed or under development (a "Developed Phase"). For purposes of this Declaration, a phase will be considered under development as soon as the Developer sells one residential Lot in that phase. The percentage of the Annual Assessment which a Lot Owner in the Developed Phases (including Developer) shall pay shall be determined by the Developer or the Board.

(d) Notwithstanding anything contained in this Declaration to the contrary, Developer shall be responsible for and shall pay for all costs related to the maintenance and upkeep of Common Areas until 12:01 a.m., December 31, 1994.

(e) Notwithstanding anything contained herein to the contrary, the Association shall maintain all median strips within boulevards and all islands within cul-de-sacs located within LAKE SANDIA as if such median strips and islands were Common Areas. The Association shall be entitled to levy General and Special- Assessments, as otherwise set forth herein, relating to or arising out of such maintenance.

1.06

RESTRICTIONS ON USE OF BOATS AND RECREATIONAL VEHICLES

With the exception of temporary storage, not exceeding forty-eight (48) hours, motorized vehicles, machinery, trailers, boats, snowmobiles, etc., shall not be parked, kept or stored on any Lot outside an enclosed structure.

1.07

ANIMALS AND PETS

Common household pets are permitted within LAKE SANDIA but must be contained and maintained in a reasonable number and manner. For purposes of this Declaration, what may be deemed reasonable is within the sole discretion of the Developer or the Board. No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any Lot for any commercial purpose.

1.08

GARBAGE AND REFUSE

Trash, rubbish, garbage and all refuse matter or waste shall be kept in closed sanitary containers to be regularly removed from any Lot and shall not be allowed to accumulate or cause an undesirable condition or health hazard. Burning of trash, rubbish, garbage and all other refuse matter or waste, including yard waste, is prohibited.

1.09

NUISANCES

No noxious or offensive activity shall be carried on upon or within any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the other Lot Owners.

1.10

FIREWOOD

Firewood may be stored on any Lot so long as such firewood is housed, sheltered or screened by adequate planting or fencing concealing such firewood from view of adjacent Lots and streets. Firewood storage shall be limited to private use only and not for resale purposes.

1.11

SETBACKS

Front and side setbacks, for all structures, shall be no less than those established by the Town. In addition, there shall be a twenty (20) foot setback from the water's edge applicable to any Lot contiguous to a Pond.

1.12

SWIMMING POOLS

Swimming pools, both aboveground and in-ground, shall be permitted within LAKE SANDIA, except that aboveground pools shall not protrude more than thirty-six (36) inches above the surface of any Lot.

1. 13

LAKES

The Lakes within LAKE SANDIA are for the private use of Lot Owners and their guests. The following restrictions shall apply in order to maintain the Lakes for the benefit of all Lot Owners:

(a) No motor propelled watercraft may be operated on the Lakes, except that the Developer or the Association may permit the operation of an electric motor propelled watercraft on a case-by-case basis. Such approval of the Developer or the Association

must be in writing and is subject to any limitations or restrictions contained within such approval.

(b) The Developer or the Association retains the right to restrict the size and type of all watercraft operated on the Lakes within LAKE SANDIA.

(c) No fish shall be released into the Lakes, except by the Developer or the Association.

CONSTRUCTION OF IMPROVEMENTS
2. 01

MINIMUM LIVING AREA OF HOMES

(a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios and storage areas) as set forth below:

(1) A one-story Home shall be not less than 1,500 square feet when attached to a three-stall garage;

(2) A one-story Home shall be not less than 1,600 square feet when attached to a two-stall garage; and

(3) All other Homes shall be 1,800 square feet or larger.

(b) All Homes built to minimum size standards must incorporate partial stone or brick exterior coverings on the front of the Home, unless otherwise approved by the Developer or the ACC.

(c) The roofs of any Home shall be pitched to rise at least five (5) inches vertically for each twelve (12) horizontal inches, unless otherwise specifically approved, in writing, by the Developer or the ACC.

(d) An attached enclosed garage of at least two (2) but not more than four (4) cars shall be constructed at the time of the construction of the Home and shall be entirely completed before occupancy of the Home.

2.02

LOCATION AND SETBACK

(a) The foundation of a Home or garage shall not be located within: (i) the setback requirements established by the Town; or (ii) twenty (20) feet of the Lakes and Creeks.

(b) Notwithstanding the setback requirements specified above, the orientation and precise

location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by the Developer or the ACC prior to any construction, it being intended that the Developer or the ACC may, in its discretion, impose greater setback requirements than those specified above in order to achieve or maintain the aesthetic appearance for LAKE SANDIA or any portions thereof which the Developer or the ACC deems advisable. Additionally, the approval of the exact location of the house by the Developer or the ACC may be for the purpose of ensuring a proper and consistent setback of structures and buildings and to avoid blockage and views of other Properties.

(c) The Developer or the ACC may permit improvements (other than the Home and garage) to be constructed, installed and located within the setback areas described above if they are not prohibited by the Town's setback requirements; provided, such permission must be in writing to be effective.

2.03

APPROVAL OF DEVELOPER OR ACC REQUIRED FOR ALL IMPROVEMENTS

(a) No Home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without: (1) prior written approval by the Developer or ACC of detailed plans; and (2) a building permit from the Town of Angelica. Plans to be considered appropriate for review by the Developer or ACC must include the following (unless the Developer or ACC advises a Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage or addition or change to either) showing dimensions, composition and color of exterior materials and equipment, if any; and a plot plan showing the location of the improvement with respect to setbacks from Lot lines and other buildings and improvements, finish grade elevations, topography, drives and other data pertinent to such review by the Developer or ACC as it may reasonably request. The Developer or ACC shall consider the following factors and may deny or withhold approval of any proposed improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.02 will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings, setbacks, finished grade elevations, access, drainage and plantings; and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE DEVELOPER OR ACC MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

(b) Upon approval by the Developer or ACC of the plans for the proposed improvement and upon receipt of any necessary Town and other governmental approvals or permits,

construction or installation of the improvement may commence and, once commenced, shall be completed as to all exterior items within twelve (12) months. The Developer or ACC may, in its discretion, extend such completion deadline up to an additional six (6) months.

(c) In the event the Developer or ACC fails to act upon proposed plans within sixty (60) days following written acknowledgment by the Developer or ACC that it has received such plans and that they are adequate for purposes of its review, or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one (1) year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the Developer or ACC is required as to such particular matter.

(d) Any approval or permission of the Developer or ACC under this Section, to be binding or effective, MUST BE IN WRITING signed by an authorized representative. No oral statements, representations or approvals of the Developer or ACC or any of its members or agents shall be binding on the Developer or ACC under any circumstances, regardless of any reliance thereon by any Lot Owner.

(e) Subject to all other restrictions and approvals set forth in this Declaration, Lot Owners may construct along the shoreline of any Pond a pier, deck or similar improvement which extends not further than ten (10) feet into a Pond.

2. 04

EASEMENT AND DRAINAGE

(a) All Lots at the front, rear and sides shall be graded and maintained by the Lot Owner to provide for the adequate drainage of service water away from any and all structures.

(b) No fill, structure or fence shall be permitted to extend on or into any drainage easement.

(c) Any alteration, damming or contamination of water, its flow or its banks shall be prohibited.