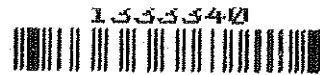


Document Number

THIRD AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
SCHWENDIMANN HILLS SUBDIVISION
DATED MARCH 6, 2013



RECORDED
April 05, 2013 10:15 AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$25.00

12

Name and Return Address

Madden Vanderloop S.C.
116 S. Main Street
Mayville, WI 53050

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Mark Jeranek
Madden Vanderloop S.C.
116 South Main Street
Mayville, WI 53050

**THIRD AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
SCHWENDIMANN HILLS SUBDIVISION
DATED MARCH 6, 2013**

The Declaration of Covenants, Conditions and Restrictions Schwendimann Hills Subdivision recorded on October 21, 2005 as Doc. #1106549, the Amendment to Declaration recorded on October 31, 2006 as Doc. # 1143032, and the Second Amendment to Declaration recorded on August 22, 2011 as Doc # 1284119 are amended as follows:

WHEREAS, MW PROPERTIES & DEVELOPMENT, LLC ("Developer") is the owner of certain real property in Washington County, Wisconsin, that will be developed as a residential subdivision, described on the attached Exhibit A.

NOW, THEREFORE, Developer declares that all of the property described in this instrument shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions. The easements, restrictions, covenants and conditions shall run with this real property, and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to benefit each owner.

**SECTION I
PURPOSE**

The purpose of these restrictions is to provide for the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community.

These restrictions thereby provide to each site owner, the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to ensure the same advantages to the other site owners.

**SECTION II
LAND USE AND BUILDINGS**

- A. All lots will be used for single-family dwellings only.
- B. All homes shall have, at a minimum, an attached two car garage. Side entry is encouraged.
- C. All homes must have a roof with a minimum of 8/12 pitch. Roof overhangs shall be a minimum of 14 inches on the eaves and 10 inches on the gables.
- D. No building shall be moved onto any lot. Homes must be stick built on site. Pre-fabricated, component built, modular housing or parts thereof, are prohibited. Log homes, or parts thereof, may be permitted subject to the written approval of the

developer. A log home must be harmonious with other developments or future developments within the subdivision.

- E. Shingles must meet or exceed thirty (30) year CertainTeed dimensional shingles.
- F. Exterior of the home must be sided with natural materials (Cedar, Cem-plank, stone, brick, hardiboard, stucco, dryvite or Developer approved equivalent). The use of high-quality textured vinyl siding (e.g., CertainTeed Monogram Heavy-Grade .044 D4 or D5 or approved equal) shall, upon Developer review and approval, be allowed. Brick or stone must be under all front entry doors, between sill and concrete stoop. Real brick or stone, or cultured brick or stone must cover a minimum of Twenty-Five percent (25%) of the total front exterior area of all dwelling surfaces facing the direction of the principal public street.
- G. Landscaping shall be completed within one (1) year of occupancy of the residence.
- H. Each lot owner, within one (1) year of occupancy of a residence shall concrete the entire area of the driveway, parking and sidewalk area. Use of any other materials is prohibited except as necessary in the process of construction of the driveway, parking or sidewalk areas.

SECTION III APPROVAL OF CONSTRUCTION

All lot owners, prior to commencement of construction, which includes the excavation of earthen material, shall submit to the developer, a copy of the final construction blue prints, which shall include thereon foundation grades, and color scheme. Developer shall then review such blue prints to determine that such complies with the provisions of these covenants. Developer shall provide lot owner, in writing, within fifteen (15) working days of submission of blue prints, approval of same, or a list of items which are required to be complied with. Lot owner shall comply with items notified of during construction. Finished grades have been established on the "Site Design Plan". All foundation grades must be adhered to. Grades will be given to the land purchaser at the time of the lot sale, or by calling the Developer.

SECTION IV NUISANCES

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

**SECTION V
SIGNS**

- A. One sign of not more than five (5) square feet for advertising the property for sale.
- B. One sign of not more than (10) square feet used by a builder to advertise the property during the construction and sales period. Developer shall have the right to erect a larger sign when advertising the subdivision.

**SECTION VI
SET BACKS**

Set backs must conform to the City of Harford Ordinances.

**SECTION VII
BASEMENT AND GARAGE CONCRETE**

All homes and garages shall have basements or standard (4) foot masonry frost walls.

**SECTION VIII
COMPLETION**

Construction of all building structures must be completed within twelve (12) months of initiation of construction. Construction initiates when building materials arrive on site or excavating begins, whichever is first to occur. All homes and garages shall be completed before home is occupied, in accordance with the City of Hartford Ordinances.

**SECTION IX
USED BUILDINGS**

No used buildings shall be moved onto any lot.

**SECTION X
EASEMENTS**

Easements for the installation and maintenance of utilities, drainage facilities and walking trail are reserved within the dedicated roadways, drainage ways and areas shown on the recorded plat.

**SECTION XI
MINIMUM FLOOR PLAN SIZE**

- A. A ranch residence must have a minimum of 1,600 square feet to living area, exclusive of the garage.

- B. All other residences must have at least 2,000 square feet of living area.
- C. Finished basements, garages, sun porches, and open porches are not included in computing floor areas.

SECTION XII PETS, LIVESTOCK AND POULTRY

No animals, livestock, horses or poultry (except dogs, cats at a maximum of two each per lot and other pets for household enjoyment and not for commercial purposes, which are kept on a leash or otherwise restrained and not allowed to run at large and to not become a nuisance or annoyance to other lot owners) shall be kept, raised or bred on the individual lots. To avoid a nuisance problem, no outside kennels shall be allowed.

SECTION XIII ACCESSORY BUILDING

All accessory buildings must be approved by the Developer or the Homeowners Association. One accessory building is allowed per lot, with a total square footage not to exceed seventy-five percent (75%) of the square footage of the residential structure. The Developer and Homeowners Association have the sole discretion to permit a variance to this size limitation upon written request from a lot owner. The building shall be constructed of a 2 x 4 construction, or equal, shingled roof with a minimum of 9/12 pitch, with harmonious siding and shingles, the color scheme of the accessory building shall match that of the residence. The height of the accessory building may not exceed the height of the residence.

SECTION XIV CAMPERS, RECREATIONAL VEHICLES, BOATS TRAILERS, GARDEN TRACTORS, WORK VEHICLES

All of the aforementioned vehicles must be stored inside, with the exception of work vehicles which may be parked outside as long as they are parked on a hard surface and do not protrude closer to the principal public street than the front of the house. No school buses, semi-tractors and/or trailers, shall be parked overnight anywhere within the boundaries of the subdivision except in connection with construction or lot improvement. Any unlicensed vehicles to be stored in a building or a garage. Only two (2) licensed vehicles are permitted to be parked on the lot owner's driveway without being parked in a building or garage.

SECTION XV LANDSCAPING

- A. External lighting fixtures shall be so designed and installed that illumination from such will not disturb the peaceful enjoyment of neighboring properties. Such fixtures shall not be unduly strong in intensity or illuminate neighboring property. Mercury vapor lights are prohibited. The minimum requirements are the front

yard of each home be installed with a landscape package consisting of shrubs and two (2) trees but not more than fifty (50) trees having a minimum of a three (3) inch caliper. Prior approval of the Developer or Homeowners Association must be obtained when planting more than fifty (50) trees. Outside wood burners utilized for heating are prohibited.

- B. No tree shall be cut or moved on any lot without approval from the Developer.

SECTION XVI LOT MAINTENANCE

- A. A lot owner must maintain vegetation, not allowing growth beyond six (6) inches in height. Developer or the Homeowners Association is permitted to enter upon and maintain any lot where the owner is not complying with this provision. The maintenance charge to the lot owner will be assessed at a rate of fifty (\$50) dollars per hour, with a full hour for any fractional hours worked. The lot owner shall pay such billing within fifteen (15) days of receipt of same.
- B. The Homeowners Association shall be responsible for the cost of any outlot maintenance.

SECTION XVII DIVISION OF LOTS

No lots shall be re-subdivided to create a larger number of lots, and not more than one (1) residence shall be erected or constructed upon any lot.

SECTION XVIII CONSTRUCTION LITTER

The Owner of a lot where construction is taking place shall be responsible for all litter and clean up associated with construction of a home or accessory building. This includes, but not excludes, the clean up of construction material on other lots, dirt and/or gravel on roadways due to construction on owner's property, etc. If lot owner does not clean up material in a timely manner, Developer will clean up construction litter at owner's expense, which will be a minimum charge of \$200 per occurrence. Upon 24 hours notice, verbal or written, the Developer will clean up litter at owner's expense.

SECTION XIX FENCES AND WALLS

Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to the Developer and be approved in writing before they may be constructed or planted. Fence approvals are at the Developer's sole discretion and will depend on such items as landscaping screening, functionality, location, and/or materials. No fences erected on any Lot affected by these declarations shall be higher than six (6) feet from the

graded surface of the ground on which said fence is erected. No perimeter Lot fencing shall be permitted without the express consent of the Developer. In the event the fence restrictions and ordinances of the City are more restrictive from time to time than the restrictions contained herein, the City's restrictions and ordinances shall control and supersede the terms and conditions contained herein. In the event a Owner installs, constructs or plants any of the foregoing without the consent of the Developer, the Developer may, upon fifteen (15) days notice, remove such fencing, hedges or mass screening plantings and invoice the cost of removal to Owner.

SECTION XX DESIGNATED AGENT

Developer may, from time to time, designate an agent who shall fulfill Developer's duties hereunder. Lot owners shall be notified in writing of the name, address and telephone number of said designated agent, thereafter all matters shall be presented to, and decided by, said designated agent of the Developer.

SECTION XXI TERMS

The covenants and restriction herein contained shall remain in effect for a period of twenty-five (25) years from the date they are recorded in the Office of the Register of Deeds of Washington County, Wisconsin, and thereafter, shall continue automatically in effect for additional periods of five (5) years, unless terminated or otherwise limited or enlarged by duly recording an instrument executed and acknowledged in accordance with the requirements and procedures set forth in the following paragraphs.

SECTION XXII MEMBERSHIP

The Developer, at their sole discretion, or immediately upon the sale of all lots, may form the "Schwendimann Hills Homeowners Association". At such time and upon notice to all proper owners hereunder, each and every owner must become a member of said Association, and be subject to provisions of the Association agreement therein. At all times the then current owners of land in the Subdivision, shall be members of this Association.

SECTION XXIII AMENDMENT

These covenants and restrictions may be modified, annulled, waived, changed and/or removed at any time, and in any manner, by a written declaration setting forth such amendments or changes, which has been executed by the owners of at least seventy-five percent (75%) of the lots in said plat, in such form as to entitle it to be recorded in the Office of the Register of Deeds for Washington County, Wisconsin. Provided however, that such amendment(s) or change(s) to be effective shall require the written approval, in recordable form of the original platters, so long

as they own any of the lots in their plat. The Developer reserves the right to remove, modify, annul, waive, and/or change, at any time, and in any manner, the foregoing covenants.

**SECTION XXIV
SEVERABILITY**

Invalidation of any one of these covenants or restrictions, by Judgment or Court Order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

**SECTION XXV
DEVELOPER LIABILITY**

Developer shall not be held personally liable to the owners for a mistake in judgment, or for any other acts or omissions of any nature whatsoever, while acting in its official capacity, except for any acts or omissions found by a Court to constitute gross negligence.

**SECTION XXVI
ENFORCEMENT**

Enforcement of these covenants and restrictions shall be by proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain a violation or to recover damages. Breach of any of the foregoing covenants shall give rise to a right of action in favor of the undersigned, and their successors and assigns, including the costs and attorney's fees to enforce any remedy to the extent not prohibited by law.

**SECTION XXVII
SUCCESSORS**

These covenants shall be binding upon and insure to the benefit of and be enforceable by the present and future property owners, their heirs, personal representatives, successors and assigns.

THIS THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is executed by MW PROPERTIES & DEVELOPMENT, LLC, the owner of the Schwendimann Hills Subdivision. In addition to this document, we advise all interested parties to obtain a copy of all applicable City of Hartford Ordinances.


IN WITNESS WHEREOF, the Developer has signed and sealed this instrument this 25th day of March, 2013.

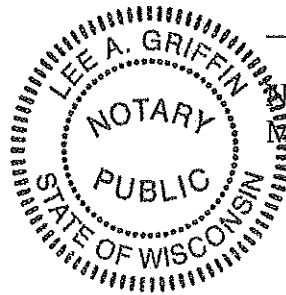
MW PROPERTIES & DEVELOPMENT, LLC
Owner of more than 75% of the lots within the
Subdivision

By 
Nicholas Mueller, Member

STATE OF WISCONSIN)
) SS
Dodge COUNTY)

The above named Nicholas Mueller personally appeared to me, known to be the persons who executed the foregoing instrument and acknowledged the same this 25th day of March, 2013,


Lee A. Griffin
Notary Public, Dodge County, WI
My Commission is permanent. expires 3/23/2015.



By

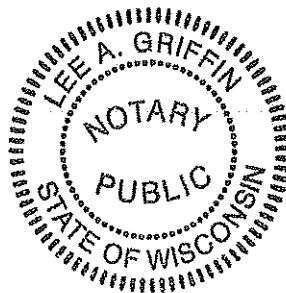
[Signature]
Kevin Wagner, Member

STATE OF WISCONSIN)

) SS

Dodge COUNTY)

The above named Kevin Wagner personally appeared to me, known to be the persons who executed the foregoing instrument and acknowledged the same this 6th day of March, 2013,



[Signature]

Lee A. Griffin

Notary Public, Dodge County, WI

My Commission is permanent. expires 8/23/2015

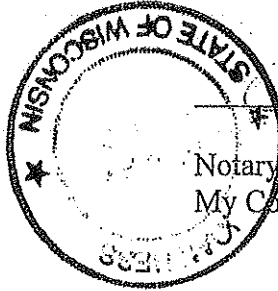
COMMERCE STATE BANK

By

Tom Hopp
Tom Hopp, President

STATE OF WISCONSIN)
) SS
Washington COUNTY)

The above named Tom Hopp personally appeared to me, known to be the persons who executed the foregoing instrument and acknowledged the same this *24th* day of March, 2013,



Joan Hess
Joan Hess
Washington
Notary Public, Dodge County, WI
My Commission is permanent. 10/16/2016

This instrument was drafted by
Attorney Mark W. Jeranek
116 S. Main Street
Mayville, WI 53050.

EXHIBIT A

Lots 1 through 36, and Outlots 1, 2, and 4 of SCHWENDIMANN HILLS, being a subdivision of Lot 1 and part of Lot 2 and part of Lot 3 of Certified Survey Map No. 3048, Volume 17, Document No. 511120, together with lands located in part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, T10N, R18E, City of Hartford, Washington County, Wisconsin.