

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**CEDAR FALLS RAPIDS**

THIS DECLARATION is made this 18 day of June, 1998, by the undersigned owners ("OWNERS").

WITNESSETH:

WHEREAS, The Owners of the real property described in paragraph 1 of this Declaration, are desirous of subjecting the real property described in said paragraph 1 to the covenants, conditions, restrictions and reservations hereinafter set forth for the benefit of the said property as a whole and for the benefit of each owner of any part hereof;

NOW THEREFORE, Owners hereby declare that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the covenants, conditions, restrictions and reservations hereinafter set forth, which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind all successors in interest, and any owner thereof.

1. Property Subject To This Declaration. The following property shall be subject to this declaration.

Cedar Falls Rapids, located in government lot 1, and in the NW 1/4 of the SE 1/4 and being part of a certified survey map No. 1052 recorded in volume 4, page 117, all in Section 6, T. 28N., R. 12W., town of Red Cedar, Dunn County, Wisconsin.

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19,  
20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35,  
36, 37, 38, 39, 40, 41, 42, 43, 44.

(Lot 1 of Cedar Falls Rapids is not subject to this declaration.)

2. General Purpose. The purpose of this Declaration is to insure the best use and most appropriate development and improvement of lots; to protect owners of lots against such use of surrounding building sites as will detract from the residential value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed, built or proportioned structures; to obtain harmonious use of material and color schemes; and in general to provide adequately for a high quality of improvement on said property and thereby to preserve and enhance the value of investments made by purchasers of lots.

3. Land Use. No lot shall be used except for single family residential purposes; and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, a private garage for not more than three cars and one storage building not larger than 200 square feet, one story, which must be a minimum of 25 feet from any property line.

4. Type of Building. Any building erected on any lot must have a full foundation, except for porches, sundecks, patios and similar appurtenances. No single story dwelling shall be erected or maintained having a ground floor living area of less than 1200 square feet on lots 2 through 19 and not less than 1500

square feet on lots 20 through 44, and no dwelling of more than one story shall be erected or maintained having a ground floor living area of less than 1000 square feet on lots 2 through 19 and not less than 1300 square feet on lots 20 through 44. Porches, sundecks, basements, attics, attached garages, breezeways, carports, and crawl spaces shall be excluded from the calculation of ground floor living area.

5. Mobile Homes. No trailer, mobile home or double-wide modular home shall be placed on the above-described property, neither as real estate nor as personal property.

6. Camping. No camping shall be permitted on any property at any time within the plat.

7. Completion of Construction Work. All building exteriors, including exterior color, shall be completed within nine (9) months from the date construction begins. All building exteriors, exclusive of brick or stone, shall be stained or painted in a natural color compatible with the landscape or as approved by the Building Design Committee.

8. Pets. No animals shall be kept or maintained on any lot except the usual household pets, and in such case, the pets shall be so kept and maintained as not to become an annoyance or nuisance to other residents in the development by reason of movement, noise or odor. The only exception is Lot 44 which may be used to graze horses.

9. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, shack, garage, barn, or other outbuilding shall be permitted to remain or be used on any lot at any time as a residence either temporarily or permanently.

10. Signs. No professional sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Architectural Control. No building, storage building or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Land Use and Building Design Committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.

12. Land Use and Building Design Committee. The Land Use and Building Design Committee is composed of Allen Stubb, David Stubb, and Phillip Stubb. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have

the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

13. Approval Procedure. The Land Use and Building Design Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove with 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. Amendments. Any provision of these covenants and restrictions may be amended with the written approval of 66 2/3% of the lot owners.

15. Duration of Covenants and Restrictions. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner, their respective heirs, successors and assigns for a term of 25 years from the date this declaration is recorded. After the expiration of said 25 year term, the covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.

16. Enforcement. Enforcement of the covenants and restrictions of this declaration shall be by a proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages, or both.

17. Severability. Invalidation of anyone of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned owners have set their hands and seals the day and year first above written.

Allen R. Stubb 6-18-98  
Allen R. Stubb Date

Mary L. Stubb 6-18-98  
Mary L. Stubb Date

STATE OF FLORIDA)  
COUNTY OF Pinnellas)  
PERSONALLY CAME BEFORE ME, THIS 18 DAY OF JUNE, 1998, THE ABOVE NAMED ALLEN R. STUBB AND MARY L. STUBB, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

Liza Scott-Armbrister  
STATE OF FLORIDA  
COMMISSION IS June 1, 2002



This document drafted by  
Phillip L. Stubb, Ventura, CA