

RESERVATIONS AND RESTRICTIVE  
COVENANTS ON THE EASTON SHORES

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## RESERVATIONS AND RESTRICTIVE COVENANTS ON THE EASTON SHORES

ASH LAND & PROPERTIES, LLC hereinafter referred to as **DEVELOPER**, do hereby declare as follows:

TO THE PUBLIC, Declaration of Restrictions on **EASTON SHORES**, a subdivision development in the Town of Easton, Adams County, Wisconsin, shall be set forth herein. The restrictions and covenants are to run with the land and shall be binding upon all the parties and all persons owning lots in the **EASTON SHORES** subdivision, or claiming under them including but not limited to, any mortgagees, land contract holders, lien interest holders, or others by virtue of easements or other interests in land.

If the owners of such lots or any of them, or their heirs or assigns, or successors in interest shall violate any of the covenants hereinafter set out, it shall be lawful for any person owning real estate situated in such development to prosecute any proceeding at law or in equity against the person or persons violating any such covenants and either to prevent said person from doing so or to recover damages for such violation or both.

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

### General Purpose

The purpose of these covenants is protect the property owners of **EASTON SHORES** against such use as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of the subdivision; to ensure the highest and best development practices of the property; to encourage and secure the construction of attractive structures on each parcel; to preserve harmonious improvement of the subdivision, and in general preserve the quiet, rural environment where property owners wish to live on large lots with space for vegetable gardens, small crop fields or orchards, limited keeping of livestock, and other similar rural activities.

1) Legal Description. These restrictions shall be applicable to all lots located in the following described parcel:

(See attached)

2) Use of Lots. No lot or lots existing in the above described legal description and a part of **EASTON SHORES** subdivision shall be used for any other purpose than a single family owner occupied residence which shall also include single family recreational facilities such as travel trailers, campers, tents, motor homes and recreational vehicles (RV). In no case shall there be any commercial or industrial activity conducted on the property except for 'home occupation' activity as outlined in the Adams County Zoning ordinance for R2-Rural Residential zoning. There shall not exist on any lot at anytime, more than one residence. No trailer suited for an extended residence or mobile home may be moved onto any lot within the subdivision. Recreational vehicles may be used on the property for recreational purposes in accordance with municipal ordinances and must remain mobile, only temporarily parked or located, must be road-worthy and have current licenses required for highway use. Recreational vehicles (RV trailers, motor home, campers) or temporary shelter (such as a tent or temporary building) may not be left unattended for more than 30 days and must at all times be kept in good repair with a clean and well maintained area around the temporary structure.

3) Residential Structure. All residential structures must insure that the other property owners are able to maintain reasonable unobstructed views of the surrounding wildlife areas and unobstructed light, radio wave or other transmission signals.

- a. No residential building shall be constructed with fully closed finished living area of less than 960 square feet, exclusive of basement areas, car port, garage and open porches.
- b. The least dimension of any residential structure must be 24 feet or greater.
- c. All structures including residences, garages, porches, patios, decks, and outbuildings shall be constructed from new or like new materials. Building exteriors must be of brick, stone, wood (including log), maintenance free siding (such as steel, vinyl, or aluminum) and such exteriors must be suitably finished.

Modular or manufactured homes that may be delivered on site are permitted. Roofs must be finished with common roofing materials such as asphalt shingles, wood shakes, commercially available composite or alternative products or metal that is commonly used in certain construction motifs (such as log homes). External finishes and aesthetics shall be in harmony with the rural, farming community setting or such as those commonly referred to as "earth tones".

d. "Double-wide" mobile homes are permitted provided they are permanently placed on a full brick or concrete perimeter wall, full basement or other similar permanent foundation. The wheels and towing structures must be permanently removed. Living area and least dimension requirements included herein apply.

e. No outdoor lighting radiating lumens of more than 10,000 lumens shall be permitted, nor may any lighting not attached to a permitted building structure extend more than 15 feet above the ground, nor may lighting attached to any building structure exceed the height of the structure. There shall be no permanent outdoor lighting specifically directed toward the pond and/or creek (for example, spot lights).

f. All residences shall be served by a driveway which is of an improved dust free surface of black-top, concrete, or crushed and compacted stone and/or gravel. Additionally all driveways must be constructed and maintained in accordance with the Town and County Zoning ordinances.

g. All utilities serving the property shall be underground.

h. Delivery boxes for mail, newspapers or similar type of items shall be kept in good repair, located in accordance with postal service requirements, and in good taste the rural setting of **EASTON SHORES**.

i. Docks or over-the-water decks shall not extend more than 12 feet from the normal high water mark on the shore line of the flowage area (Lot #3 through Lot #11) and must be kept in a safe and aesthetically acceptable condition. All docks/piers shall comply with applicable DNR rules and regulations.

4) **Setback Lines.** No building or any part thereof, including garages, outbuildings or parking areas shall be erected or placed on any lot closer than 30 feet from the front road line, either side lot line, or the rear lot line. Existing buildings are 'grandfathered' as exceptions to these setback requirements. However, any new structures or replacements for existing structures must meet these requirements. Additionally all lots bordering a waterway, (Lots #3 through #11) must comply with the additional setbacks requirements of the Town and County Wetland, Conservancy and Shoreline Zoning.

5) **Property Owners Association.** The **EASTON SHORES PROPERTY OWNERS ASSOCIATION (ESPOA)** together with its Articles and By-Laws shall be formed upon or before the sale of Ninety percent (90%) of the lots by the **DEVELOPER** for the purpose of the maintenance and supervision of all of the common areas and outlots within the **EASTON SHORES** subdivision. The **ESPOA** shall be composed of each lot owner or a lot owner's representative. Each lot shall be granted one (1) vote which voting right shall run with the title ownership of the land. Additionally, there shall be a separate **EASTON SHORES POND ASSOCIATION** with appropriate articles and by-laws formed for the purpose of managing and maintaining the pond and the dam. The By-laws and organizational structure of the **ESPOA** shall be established by the **DEVELOPER** and the original members, but nothing in said By-laws or Articles of Incorporation shall in any way conflict with the terms and conditions of these covenants and restrictions. The **ESPOA** shall establish an annual fee to cover the cost of the maintenance of the common areas and outlot. This fee shall be equally borne by all lot owners. An additional fee shall be charged to those members of the Pond Association to cover the cost of maintaining the pond, dam, and grass drainage area. The Pond Association shall include the lot owners of all lots with shoreline on the flowage area (Lots #3 through #11). The **ESPOA** and the **ESPA** shall have the right to enforce any and all covenants and restrictions contained herein or in rules that they may adopt.

6) **Maintenance of Waterways and Grass Drainage Area.** All existing waterways and grass drainage areas must be maintained in accordance with the original drainage designs as submitted by the **DEVELOPER** and approved by the State and local authorities. Additionally, each lot owner shall be responsible for the drainage areas and contours located on their property and shall maintain the same free and clear of all debris, structures and other impediments to the free flow of water or the retention of water as has been established by the original drainage plan. **The Pond Association of the ESPOA** shall be responsible for the enforcement of this provision and additionally every lot owner shall have the right to enforce this provision should any lot owner within the subdivision fail to maintain their

property in accordance with the terms of this paragraph and the original drainage plans. If there shall be any modifications or additions to the plan, approved by the appropriate governmental authority, then this provision shall apply to said modification or addition.

7) **Maintenance of the Access to the Pond and Dam.** The DEVELOPER and the Pond Association of the ESPOA shall be responsible for creating land care program to insure the integrity of the dam and the associated areas as well as maintaining the pond access area and outlots.

8) **Parking Areas and Setback.** Parking requirements of County Zoning Ordinance shall apply and will be enforced specifically in the types and quantities of vehicles which may be regularly parked on lots within the subdivision. Setbacks for off-street parking are governed by the setback requirements established herein.

9) **Livestock, Animals and Pets.** Adult livestock animals (over six months of age) such as horses, cattle, swine, goats, poultry, or fowl kept shall not exceed one livestock unit per one acre. A livestock unit equals one horse or bovine, two sheep, goats or pigs or, 20 fowl or fur bearing animals. Pets shall be allowed in the subdivision of the customary household variety (including dogs, cats, birds, or small reptilian or mammal pets). All pets shall be directly supervised by the lot owner or his/her family or his/her guest and not allowed to threaten or otherwise annoy neighbors and/or their visitors within the subdivision. No structures for pets or other animals shall be constructed except that which is permitted by the County Zoning ordinance and the setback requirements stated herein.

10) **Signs.** No signs other than specifically authorized herein shall be displayed or visible on any lot. Real estate sale signs are only allowed if expressly permitted in writing by the DEVELOPER for a period of three (3) years from the adoption of these restrictive covenants after which are governed by the County Zoning ordinance. Signage depicting property owner name and address, memorial signage, temporary official ground signage, and political signage shall be in accordance with County Zoning ordinance and not further restricted by these covenants. EASTON SHORES subdivision sign(s) placed by the DEVELOPER and/or the ESPOA are permitted. Temporary sale signs for vehicles and other items are permitted

11) **Junk.** No refuse pile or unsightly object(s), including, but not limited to, inoperable vehicles, equipment or machinery ('junk') regardless of value shall be allowed to be placed or suffered to remain outdoors and visible from any roadway within the subdivision.

12) **Radio and Television Antennas.** No radio or television transmission or receiving antenna (including small satellite dishes of diameters not to exceed 24 inches) shall be erected, placed or maintained on any lot higher than 40 feet above the ground.

13) **Timber removal.** Clear cutting of subject property will not be allowed except for the purpose of clearing a building or camping site, lawn or garden area or driveway. Selective cutting for personal use is allowed.

14) **Enforcement of Covenants and Restrictions.** The owner's associations and all individual lot owners may individually or collectively enforce in an action in a court of law or through binding arbitration any and all provisions of this agreement against a person or entity violating or attempting to violate any covenant or restriction. In such action any person or entity found violating these covenants or restrictions shall be responsible for all costs of enforcement including attorney fees.

15) **Amendment.** These covenants and restrictions can only be amended at a regularly scheduled or special meeting of the members of the association or either of them upon a vote of Seventy-Five percent (75%) of the eligible voting members through personal vote at the meeting called for that purpose or by proxy.

16) **Term.** These covenants and restrictions shall remain in full force and effect for a period of twenty years following the recording of the same and shall automatically renew for additional twenty year periods unless action is taken by the members to terminate or amend the same.

- 17) **Severability.** If any of the provisions of these covenants and restrictions is declared invalid by judgment, court order, or arbitrator's decision it shall in no way invalidate any other provision of the covenants and restrictions which shall remain in full force and effect.
- 18) **Effective date and Parties Bound.** These covenants and restrictions shall become effective as of the date appearing herein as the date of the execution of the same by the Developer. These covenants and restrictions shall be binding upon the Developer and his successors in interest including all lot owners, their family, invitees, successors and assigns. They shall also be binding upon any guests on the property, renters, or other interest holders including mortgagees. The effectiveness of these restrictions shall not be dependant on notice being given. Developer and all subsequent lot owners shall be responsible for communicating the existence of these restrictions and covenants to any successors in interest.

ATTACHED LEGAL DESCRIPTION  
EASTON SHORES  
RESERVATIONS AND RESTRICTIVE COVENANTS

Lots 1 through 31, inclusive, and Outlot 1 of the Adams County Plat of Easton Shores, located in Section 16 and Section 21, Township 16 North, Range 6 East, Town of Easton, Adams County, Wisconsin as filed in File 2 of Plats, Envelope 187, with Document Number 466580.