

## **RESERVATIONS AND RESTRICTIVE COVENANTS OF MAPLEWOOD ASSOCIATION, L.L.C.**

**This version of the Reservations and Restrictive Covenants of Maplewood Association, L.L.C., filed on the 30 day of September 2013, with the Green Lake County Register of Deeds, supersedes all other previously filed and unfiled Reservations and Restrictive Covenants on the Maplewood Development particularly Reservation and Restrictive Covenants recorded in the Office of the Register of Deeds for Green Lake County, Wisconsin in Volume 699 on page 621 as Document No. 336357, First Amendment to Reservation and Restrictive Covenants of the Maplewood Development recorded in the Office of the Register of Deeds for Green Lake County, Wisconsin in Volume 745 on page 783 as Document No. 348529, and Reservations and Restrictive Covenants of Maplewood Association, L.L.C. recorded in the Office of the Register of Deeds for Green Lake County, Wisconsin in Volume 836 on page 682 as Document No. 371581 and Reservation and Restrictive Covenants of Maplewood Association, L.L.C. recorded in the Office of the Register of Deeds for Green Lake County, Wisconsin as Document No. 380368 recorded on 6/27/2013.**

Maplewood Association, L.L.C. hereinafter referred to as "Association", do hereby declare as follows:

TO THE PUBLIC, Reservations and Restrictions on Maplewood Association, L.L.C., 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 Maplewood Developments subdivision, or claiming under them including but not limited to, any mortgages, 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.

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

Lots 1, 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, and 29 in the Plat of Maplewood at Green Lake, being part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  and Government Lot 1, Section 20, T16N, R13E, City of Green Lake, Green Lake County,

Wisconsin as recorded in the office of the Register of Deeds for Green Lake County, Wisconsin on December 27, 2004 at 3:15 p.m. in Volume 7 of Plats on page 58.

2. Use of Lots. No lot or lots existing in the above described legal description and a part of Maplewood Development subdivision shall be used for any other purpose than a single family residence. This shall not preclude owners from renting their residences, but said rentals shall not be advertised and shall be subject to the review and approval of the Association Board of Directors. There shall not exist on any lot at any time, more than one residence. No trailer, tent, shack, barn, temporary building, outbuilding or guest house shall be erected on any of the lots in the development without approval in writing from the Control Committee as appointed by the Association. The Control Committee shall only be allowed to grant variances for outbuildings connected with swimming pools, hot tubs or auxiliary buildings necessary thereto. No garage shall be constructed except as an integral part of the residence it is intended to serve and shall be attached to said residence.

3. Residential Structure. The following restrictions shall be placed upon the residential construction within the lot specified.

A. Residences constructed on Lots 1-13 shall be a maximum of 1½ story with a walk-out basement. The height of these buildings shall not exceed 30 feet. The square footage of the first floor shall not be less than 2,200 square feet.

B. Residences constructed on Lots 14-29 shall be a maximum of 2½ stories with a walk-out basement. The height of these buildings shall not exceed 35 feet. The square footage of the first floor of any single story building shall not be less than 2,200 square feet. The square footage of the first floor of any two story building shall not be less than 1,800 square feet.

In all cases the construction plans must be submitted to the Control Committee and shall be subject to the Control Committee's approval to assure that other property owners are able to maintain reasonable unobstructed views of the surrounding park area and Green Lake (referring to the body of water).

4. Building Envelope: Every lot shall have an established building envelope. All structures are to be built within the designated building envelope. If a property owner wants to build outside of the building envelope, said owner may do so only upon written approval of the Control Committee.

5. Approval of Plans: The following criteria would be included in all plan approval brochures as limitations on the construction in an attempt to create appropriate uniformity. They are as follows:

A. 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 10 feet above the ground.

B. No structure built upon any lot shall occupy more than 30% of the total square footage of said lot.

C. All structures including residences, garages, porches, patios and decks shall be constructed on site in the form that is commonly referred to as "stick built" and not prefabricated either in part or in whole. There shall be no aluminum siding or vinyl siding permitted. At least 40% of each side of the home shall be in brick, stone or cedar. The roofs shall be slate, cedar shake, 40 yr+ asphalt shingle or architectural tile.

D. Architecture styles must be from one of the following categories: Old World Style, Mission, English Tudor, Provincial or French.

E. All residences shall be served by a paved, brick or concrete driveway. The completion of the bed of the driveway shall be done at the time of or prior to construction of any residence and the completion of the paving shall be within two (2) years from the date of the completion of the construction of the residence.

F. All utilities serving the property shall be underground.

G. Playground type equipment may be constructed on a lot subject to the approval by the Association or Control Committee.

H. No structures for pets or other animals shall be constructed except that one small fenced in area may be constructed if connected directly to the garage and/or residence out of the line of sight from the roadway and neighbors as much as possible. Said fenced in area shall not be greater than 100 square feet in size. No fence shall be in violation of any setback requirements. The plans and construction of said fenced in areas must be approved by the Association or Control Committee. No other fences shall be permitted except in the rear yards of constructed residences and no fence shall exceed six (6) feet in height. Fences may only be used to protect swimming or spa areas.

6. Approval Process. Plans shall be submitted to the Control Committee at least thirty (30) days prior to the lot owner's planned commencement date of construction. The Control Committee shall have twenty (20) days in which to review the plans. A preliminary email of acceptance or rejection will be sent to the lot owner from the president of the board with a written letter to follow. Approval or rejection shall be made by the Control Committee in accordance with the criteria and specifications contained herein, specifically those standards established in the Phase 1 Grading Plan and Floor Elevation and Guidelines attached hereto as Exhibit A & B, and also from standards that may be added or modified from time to time by the Control Committee, or subsequently

by the Association to insure the continuity of the homes within the subdivision with regard to location of the structure on the lot, consistency of exterior surfaces, uniformity in setback, limitation on the impervious area of the lot and similar subjective qualities. No plans shall be arbitrarily disapproved. Lot owner may amend the plans if not approved, and Control Committee agrees to work with the lot owner, in modifying the plans so as to meet the established standards of the subdivision. No lot owner shall apply for or obtain a City of Green Lake building permit, and no residence or out building may be erected on any lot in this development, until the plans, site plan and specifications have been submitted to the Control Committee and approved in writing.

7. Control Committee. The Association shall elect a Control Committee for the purpose of maintaining uniformity and quality of construction. The Control Committee shall originally consist of three (3) members, each having an equal vote. Those members shall be Anne Engelmann-Phillips, Bernice Reading, and John "Rip" Suster. Membership on the Control Committee may vary from time to time and upon the completion of eighty-five percent (85%) of the entire project, at least one additional resident of the development shall be added to the Control Committee. There shall be no less than three (3) members of the Control Committee and no more than nine (9). Upon the completion of the project, the Association shall organize a meeting of all property owners at which time the property owners may vote to continue the Control Committee as established or approve some modification through the creation of a property owners association.

8. Maintenance of Waterways and Grass Drainage Wells. All existing waterways and grass drainage wells must be maintained in accordance with the original drainage designs as submitted by the Association and approved by the State and local authorities. Additionally, each lot owner shall be responsible for the drainage wells 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 Control Committee 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.

9. Commercial Vehicles. No trucks or other commercial vehicles shall be stored or parked on any residential lot except while parked in a closed garage. No trucks, recreational vehicles (RV's) or commercial vehicles shall be stored or parked on a residential lot, except if parked in a closed garage. Parking for purposes of this paragraph shall mean for more than eight (8) continual hours.

10. Nuisance. No horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening acceptable to the Control Committee. All garbage containers

and dumpsters must be of a consistent type and quality as permitted by the Control Committee, and then the same shall be concealed by hedges, lattice work or screening acceptable to said Control Committee. Garbage should be put in containers, not left in bags at roadside. No signs or other advertising shall be displayed on any lot unless the size, form and number of the same are first approved in writing by the Control Committee. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on the premises, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere within the subdivision. All purchasers who subsequently become lot owners shall comply with the rules and regulations of the Control Committee with regard to the removal of all refuse, weeds, underbrush and other items that are disposable through the City's garbage service program. The Control Committee shall also prescribe rules with regard to recycling programs and no lot owner shall be allowed to place any recycling materials on any roadway within the development except as specifically provided for by the Association. In the event the Control Committee shall find it necessary to remove any unsightly growths, including weeds, underbrush or refuse piles from any of the lots, the Control Committee shall have the right to remove the same and assess the costs of said removal against the owner of said lot and shall be allowed to place a lien upon said lot which lien shall be in favor of the Association. Said lien shall be enforceable by any means permitted by law and shall bear interest at the rate of twelve percent (12%) per annum.

11. Vegetation Management and Control Plan. The Association in concert with the Control Committee shall develop a vegetation management and control plan. The purpose of this plan is to ensure proper views for all residences in the subdivision, ensure quality plantings and to control maintenance of such. Plantings shall be consistent with these purposes and the natural vegetation of the area. The plan will be given to each lot owner as a separate document at the time of purchase. It shall indicate what types of vegetation will be permitted and in what areas. This plan shall remain in full force and effect unless modified by the Control Committee in keeping with their goal of creating quality development in a uniform and consistent manner. The vegetation management and control plan shall be binding upon all owners and subsequent purchasers.

12. Division of Lots. None of the lots shall at any time be divided and no building sites shall be less in area than the area of the lot at the time of its initial sale. All lots shall be in conformity with the plat as presented to the controlling municipality and approved by them which plat shall be recorded in the Register of Deeds for Green Lake County and made a part hereof as if fully set forth herein.

13. Pets. No pets shall be allowed in the subdivision other than three (3) pets of the customary household variety (including dogs, cats, birds or small reptilian or mammal pets). All pets shall be kept inside of the residence or garage except when said pets are on a leash being walked or otherwise directly supervised by the lot owner or his/her family.

14. Radio and Television Antennas. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of

any of the structures placed on any lot except that a small satellite dish (less than 20 inches in radius) may be permitted upon approval of the Association or the Control Committee.

15. Waterfront Property. The Association will maintain ownership and will control and develop 952 feet of lake frontage on Green Lake described as follows:

Lands being located in part of Government 1 of Section 20, Township 16 North, Range 13 East, City of Green Lake, Green Lake County, Wisconsin being more particularly described as follows:

Parcel 1:

Commencing at the South  $\frac{1}{4}$  corner of said Section 20; thence North  $00^{\circ}-05'-42''$  West along the west line of the Southeast  $\frac{1}{4}$  of said Section 20, 449.73 feet; thence North  $89^{\circ}-57'-16''$  East, 1739.30 feet to the northwest corner of Lot 1 of Certified Survey Map No. 342 as recorded in the Office of the Register of Deeds for Green Lake County in Volume 2 of the Green Lake County Certified Survey Maps on Page 342 on February 28, 1967, (also being the northeast corner of Outlot 1 of Certified Survey Map No. 2328 as recorded in the Office of the Register of Deeds for Green Lake County in Volume 10 of the Green Lake County Certified Survey Maps on Page 2328, 2328A and 2328B on May 14, 1996, also being the easterly right-of-way line of South Lawson Drive and to a place of curve; thence Northeasterly along said easterly right-of-way line and the northerly line of said Lot 1, 202.70 feet along an arc of a curve having a radius of 1290.42 feet, whose center lies to the northwest, and whose chord bears North  $39^{\circ}-40'-56''$  East, 202.49 feet to the northeast corner of said Lot 1; thence North  $29^{\circ}-24'-20''$  East along said easterly right-of-way line, 216.15 feet and to the Place of Beginning of lands hereinafter described; thence North  $34^{\circ}-34'-42''$  East along said easterly right-of-way line, 235.72 feet; thence North  $38^{\circ}-02'-48''$  East along said easterly right-of-way line, 330.60 feet to a place of curve; thence Northeasterly along said easterly right-of-way line, 385.89 feet along an arc of a curve having a radius of 1330.57 feet, whose center lies to the southeast, and whose chord bears North  $46^{\circ}-21'-18''$  East, 384.54 feet; thence North  $53^{\circ}-04'-58''$  East along said easterly right-of-way line, 3.53 feet; thence South  $38^{\circ}-23'-52''$  East, 8 feet more or less to the ordinary highwater mark of Green Lake; thence North  $38^{\circ}-23'-52''$  West, 8 feet more or less to the easterly right-of-way line of South Lawson Drive; thence South  $53^{\circ}-04'-58''$  East along said easterly right-of-way line, 3.53 feet to a place of curve; thence Southwesterly along said easterly right-of-way line, 385.89 feet along an arc of a curve having a radius of 1330.57 feet, whose center lies to the southeast, and whose chord bears South  $46^{\circ}-21'-18''$  West, 384.54 feet; thence South  $38^{\circ}-02'-48''$  West along said easterly right-of-way line, 330.60 feet; thence South  $34^{\circ}-34'-42''$  West along said easterly right-of-

way line, 235.72 feet to the Place of Beginning. Containing 0.37 ± acres (16,265 ± sq. ft.) of land. Including all land lying between the above described meander lines and the ordinary high water mark on the shores of Green Lake. Being subject to all easements and restrictions of record.

Said waterfront property will be managed for the benefit of the Association membership.

17. Pier, Boat Slip, and Waterfront Maintenance. The association will develop and maintain ownership of piers on the waterfront property. The Pier, Boat Slip, and Waterfront Maintenance Agreement will be given to each lot owner as a separate document at the time of purchase. This agreement shall remain in full force and effect unless modified by the association, with any such modification having full force and effect, and shall be binding upon all owners and subsequent purchasers.

18. Duration. These covenants and restrictions shall remain in full force and effect for an initial period of twenty (20) years, commencing with the recording of the same. Prior to the expiration of 20 years after the recording, and within every 20 years thereafter, the Association shall reaffirm the same by rerecording the covenants and restrictions. If amended, these covenants and restriction shall be recorded as above.

19. Expenses and Fees. The expenses of lot maintenance, and waterfront development shall be shared equally by each member of the Association, and paid when specified by the Control Committee, except that lots owned by GL Maplewood, LLC, which will pay expenses as set forth in the Operating Agreement and Pier, Boat Slip & Waterfront Maintenance Agreement. The rights of GL Maplewood, LLC hereunder and under the Operating Agreement and Pier, Boat Slip & Waterfront Maintenance Agreement are assignable to a purchaser of 10 or more of the lots owned by GL Maplewood, LLC in a bulk transaction for the purpose of resale and not for personal use.

20. Amendment. These covenants and restrictions may only be amended upon approval of 75% of the lot owners; provided, however, that Section 19 of these covenants and restrictions may be amended, restated, modified, or deleted only with the prior written consent of GL Maplewood, LLC, or its permitted assignee as set forth in Section 19, above, so long as it or its assignee still owns at least one lot. Each lot shall be entitled to one vote only. Owners of more than one lot shall have a vote for each lot they own in the subdivision. Amendments shall take effect upon written notice of the amendment being given to the lot owners either through personal delivery or deposited in the US Mail, postage prepaid, to lot owner at his/her last known address.

21. Enforcement. The Association, any owner, or first mortgagee; as their interest may arise, shall have the right to enforce these covenants, restrictions and regulations using any available legal or equitable remedies, including, by way of example only, affirmative or restrictive injunction. In the event of litigation to enforce these covenants, restrictions and regulations, the non-performing party or party violating any of the conditions, covenants and restriction shall reimburse the Association and/or owner/s for attorney fees and costs incurred to successfully enforce these covenants, restrictions

and regulations. Failure by the Association or any owner/s to enforce any covenant, restriction or regulation shall in no event be deemed a waiver of the right to do so thereafter.

**DRAFTED BY:**

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Maplewood at Green Lake  
Floor Elevation & Height Guidelines

**FRONT ROW**  
(Lots 1 – 13):

30' maximum height from grade to top of roof. Reference grade to be no more than 2' above lower level elevation stated on Sheet G8.

**MIDDLE ROW**  
(Lots 14 – 23):

35' maximum height from grade to top of roof. Reference grade to be no more than 2' above lower level elevation stated on Sheet G8.

**TOP ROW**  
(Lots 24 – 29):

35' maximum height from grade to top of roof. Reference grade to be no more than 2' above lower level elevation stated on Sheet G8.

EXHIBIT A

# FLOOR ELEVATIONS

LOT NUMBER	LOWER LEVEL FLOOR ELEVATION	UPPER LEVEL FLOOR ELEVATION
1	826.00	836.00
2	826.50	836.50
3	816.00	826.00
4	815.50	825.50
5	814.50	824.50
6	813.50	823.50
7	808.00	818.00
8	804.00	814.00
9	804.00	814.00
10	810.50	820.50
11	818.00	828.00
12	821.00	831.00
13	822.00	832.00
14	853.00	---
15	858.00	---
16	851.00	861.00
17	850.50	860.50
18	849.00	859.00
19	846.00	856.00
20	845.00	855.00
21	846.50	856.50
22	848.00	858.00
23	847.00	857.00
24	861.00	---
25	862.50	---
26	862.50	---
27	863.00	---
28	866.00	---
29	864.00	---

**PROJECT:** GREEN LAKE MAPLEWOOD DEVELOPMENT, LLC  
 MAPLEWOOD AT GREEN LAKE

**LOCATION:** SOUTH LAWSON DRIVE  
 GREEN LAKE, WISCONSIN

**DESCRIPTION:** PHASE I GRADING PLAN

DRAWN BY:

JPG

CHECKED BY:

DATE:

3-25-04

SHEET

G8

PROJECT NUMBER

6851

EXHIBIT B