

**DECLARATION OF PROTECTIVE COVENANTS
OF
OAK CREST BUSINESS DISTRICT**

This Declaration is made by Ronnie R. Chinander, owner and developer of the real property described below, for the purpose of imposing upon such lands the following conditions, restrictions, covenants and charges which shall run with the land and be binding upon and inure to the benefit of the present and future owners of such lands, their heirs, successors and assigns, and shall remain in effect for a period of fifteen (15) years from the date of the recording of this Declaration, after which time said covenants shall be automatically extended for successive periods of five (5) years each, unless an instrument signed by a majority of the then owners of the parcels has been recorded, agreeing to change these covenants in whole or in part; provided that no such instrument of removal or release from these covenants shall be effective against any such of these covenants which are by their nature, law or regulation imposed by and incorporated in these covenants by authority of a local land use or zoning regulation, or state or federal agency with oversight or approval authority as to the subject matter of such covenant, and such covenants shall be specifically enforceable by any owner or owners of tracts in that parcel of land which is the subject matter of these covenants, more specifically described as follows:

Lots 1 through 5, inclusive, of the plat of "OAK CREST BUSINESS DISTRICT", located in Outlot 146 of the Assessor's Plat to the City of St. Croix Falls, (being part of the Southeast Quarter of the Southwest Quarter, Section 29, Township 34 North, Range 18 West) Polk County, Wisconsin, described as follows:
Commencing at the South Quarter Corner of said Section 29; thence South 89 degrees 11 minutes 03 seconds West, along the South Line of said Section 29, 1310.09 feet; thence North 00 degrees 30 minutes 27 seconds West, 678.56 feet to the Southwest Corner of said Outlot 146, being the point of beginning; thence continuing North 00 degrees 30 minutes 27 seconds West, along the West Line of said Outlot 146, 169.29 feet to the South Right of Way of Old U.S. Highway 8; thence North 89 degrees 05 minutes 48 seconds East, along said South Right of Way, 475.80 feet to the beginning of a curve concave to the south, said curve having a radius of 1370.40 feet, central angle of 07 degrees 10 minutes 00 seconds and whose chord bears South 87 degrees 19 minutes 12 seconds East, 171.30 feet; thence easterly along the arc of said curve, being the south line of said Right of Way 171.41 feet to the end of said curve; thence South 83 degrees 44 minutes 12 seconds East, along said south Right of Way, 161.03 feet to the South Right of Way of the present U.S. Highway 8; thence South 76 degrees 10 minutes 45 seconds East, along the South Right of Way of said Present U.S. Highway 8, 56.62 feet; thence South 14 degrees 00 minutes 24 seconds West, 140.05 feet to the South Line

of said Outlot 146; thence South 89 degrees 52 minutes 33 seconds West, along the South Line of said Outlot 146, 826.51 feet to the point of beginning.

As To Lot 1:

1. Lot 1 of the official plat of the Oak Crest Business District shall be restricted to single family residential use. Access for direct vehicular ingress or egress as to Lot 1 shall be to North Star Lane as show on said plat.
2. No trailer, tent, shack, garage, basement or temporary structure shall at any time be used temporarily or permanently, nor shall any structure of a temporary character, quonset type building or coach be erected or located on any premises.
3. No part of the property shall be used in any manner which would constitute a nuisance. No pigs, sheep, goats, cows, horses, poultry or other livestock shall be kept on any portion of said property.
4. No mobilehome shall be allowed to occupy any of said property.

As To Lots 2 through 5:

1. Lots 2 through 5 are restricted to one common access point as designated on the official plat of the Oak Crest Business District. No owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with U.S. Highway No. 8, except as shown on said plat, it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to § 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation.
2. The maximum wastewater that may be generated by facilities located on Lots 2 through 5 is restricted to 600 gallons per lot per day pursuant to requirements of the Wisconsin Department of Industry, Labor and Human Relations.
3. The owners of Lots 2 through 5 shall equally share the actual costs of repair and maintenance of the access bridge and service road, shown as a 30' wide easement for ingress and egress on the official plat.
4. The ownership of the access bridge and service road shall remain in the owner and developer, or once Lots 2 through 5 have been conveyed to other parties in the then owners of Lots 2 through 5. It is the specific intent of this provision that the access bridge and service road shall not be dedicated to the public or conveyed in any manner to the State of Wisconsin or the City of St. Croix Falls, Wisconsin.
5. The owner developer shall be the sole judge of and source of approval for parking areas within Lots 2 through 5 of the Oak Crest Business District. Owners of Lots 2 through 5 shall share parking areas as designated by the owner developer, and the costs of maintenance and

repair of parking areas, once designated, shall be shared equally by the business owner users.

6. The owner developer shall be the sole judge of and source of approval for the size, design, structural and architectural consistency of business properties constructed or to be constructed in the Oak Crest Business District. It is the specific intent of this provision that the business facilities constructed or to be constructed in the Oak Crest Business District be both structurally and architecturally harmonious with the business location, purpose, and surroundings.

7. The well that exists on the property described as the Oak Crest Business District at the time of execution of this document may be used by any or all of the owners of Lots 2 through 5. If converted to a separate well house after the execution and recording of these restrictions and separately metered, all users of water from such well shall pay monthly a prorata share of the actual operating expense of the well and pressure tank. All lot owners using such well shall share equally in the repair and maintenance of the well. Owners of Lots 2 through 5 may have their facilities hooked up to the well for a one time fee of \$250.00 plus the actual costs of installation.

8. All signs on Lots 2 through 5 of the official plat of the Oak Crest Business District shall be subject to and shall comply with applicable regulations promulgated from time to time by the appropriate agency or agencies of the State of Wisconsin.

As To Lots 1 through 5:

1. All utility services in the official plat of the Oak Crest Business District shall be installed underground.

2. No metal storage building shall be placed on the property.

3. No garbage, ashes, refuse or refuse receptacles shall be placed on or left on any part of any lots so as to be exposed to view and/or become a nuisance or annoyance to the neighborhood, nor shall any garbage be burned or buried on the premises. No tank for storage of fuel shall be maintained above the surface of the ground except propane gas tanks which shall be reasonable shielded to obtain conformity with the natural and structural surroundings. No building materials, junk or unlicensed or inoperative motor vehicles or recreational vehicles shall be stored on the property.

4. All structures shall be completely finished on the exterior within one year after commencement of the excavation or construction thereof.

5. If any party violates or attempts to violate any of the covenants, conditions or restrictions herein provided, it shall be lawful for any party or parties in interest in the above described lands to institute and prosecute proceedings at law or in equity against the parties violating, or attempting to violate either to prevent said violation or to recover damages and nothing is to be construed by this paragraph as a limitation of any legal redress or rights in law.

6. The consideration for this document shall be the reliance by purchasers of the property on the covenants herein made. In validation of any of these covenants and restrictions

by judgment or court order or otherwise shall in no manner affect the other covenants, restrictions or conditions which shall remain in full force and effect.

7. Any building located in the Oak Crest Business District shall be first subject to approval of the appropriate municipal zoning authority as to location, size, purpose, and any existing reservations or restrictions pertaining to the location for installation and maintenance of utility services.

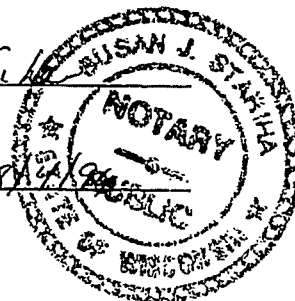
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14 day of September, 1993.

Ronnie R. Chinander
Ronnie R. Chinander

STATE OF WISCONSIN)
) ss.
COUNTY OF POLK)

Personally came before me this 14th day of Sept, 1993, the above named Ronnie R. Chinander, to me known to be the person who executed the foregoing Declaration of Protective Covenants and acknowledged the same.

Susan J. Strick
Notary Public
Polk County, Wisconsin
My Commission: exp 8/24/94



THIS INSTRUMENT DRAFTED BY:

LAUX & ASSOCIATES, S.C.
108 Chieftain St., P.O. Box 456
Osceola, WI 54020
(715) 294-4161

Received for Record

OCT 01 1993

At 10:00 o'clock 2 M
Bonnie Hallberg, Register of Deeds
Polk County, WI

Bonnie J. Hallberg