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DOC#: 788522



DOCUMENT NO.

**FIRST AMENDMENT TO
STATEMENT OF APPLE
RIDGE HOMEOWNERS
ASSOCIATION, INC.**

Recorded
JULY 9, 2015 AT 09:42AM

CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI

Fee Amount Paid: \$30.00

Tract Indexed

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Tax Parcel Nos.: 118-46-0030 through 118-46-0062; 118-46-0000E; 118-46-0000F; 118-46-0000G; 118-02-30302721C1

**First Amendment to Statement of Apple Ridge Homeowner's Association, Inc.
Conditions, Standards, Procedures, Covenants and Restrictions for Ownership in
Lots 30-62, Outlots 5, 6, and 7, and a Parcel of Land Described in the Attached Exhibit B,
Doneff Addition to the Village of Egg Harbor – Phase II, "Apple Ridge at Eames Farm"**

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FIRST AMENDMENT TO STATEMENT OF
APPLE RIDGE HOMEOWNERS ASSOCIATION, INC.
CONDITIONS, STANDARDS, PROCEDURES, COVENANTS AND RESTRICTIONS
FOR OWNERSHIP IN
LOTS 80-62, OUTLOTS 5, 6, AND 7
AND A PARCEL OF LAND DESCRIBED IN THE ATTACHED EXHIBIT B
DONEFF ADDITION TO THE VILLAGE OF EGG HARBOR - PHASE II
"APPLE RIDGE AT EAMES FARM"

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SECTION 1.0 INTRODUCTION

Eames Farm Associates, LLC (the "Developer"), is the owner of the real estate described below. The said real estate and all improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as Apple Ridge Homeowners Association, Inc. (the "Association"). The address of the Association shall be 4563 CTH-E, Egg Harbor, Wisconsin, 54209.

1.1 PURPOSE AND APPLICABILITY

Apple Ridge is intended to be one of the premier residential neighborhoods in Egg Harbor. The area offers superb views, rolling topography, and distinctive rock outcroppings; all complimented by lush Northern Wisconsin vegetation. The design guidelines set forth in this document should be viewed by each owner as his or her assurance that this special environment will be protected.

1.2 DESCRIPTION OF LAND

The land which is the subject of this Document and upon which the buildings and improvements are and will be located (the "Property") is in the Village of Egg Harbor, Door County, Wisconsin, and is more particularly described as:

Lots 30-62, Outlots 5, 6, and 7, Doneff Addition to the Village of Egg Harbor - Phase II (hereinafter referred to as "Plat" or "Subdivision" or "Apple Ridge at Eames Farm") and a parcel of land owned by Anton Arno Doneff, Sr. and Michelle Marie Doneff describe don the atachd Exhibit B.

A survey of the property, showing the boundaries of the Subdivision is contained in the Doneff Addition to the Village of Egg Harbor Phase II Plat (the "Subdivision Plat"). (See attached Exhibit A).

1.3 DESCRIPTION OF LOTS

1.3.1 Lots shall be used to construct Single Family Residences pursuant to the terms and conditions contained herein and will be identified by fire number (address) and Lot number as indicated on the Subdivision Plat. Each Lot, location, Common Area to which it has access are shown on the Plat included in the Subdivision Plat. Working drawings and general specifications for the project are on file and available at the office of the Developer.

1.3.2 The boundaries of each Lot shall be the boundaries indicated on the Subdivision documents.

(a) Nothing herein shall prevent the Association or the appropriate committee designated by the Association to require a lot owner to repair or replace any improvement to the Lot which the owner has neglected to repair. When 30 days elapses after notice is given to the

Lot Owner to repair an element or component of the improvements to said Lot, and the Lot Owner has neglected to do the same, the Association may make the necessary arrangements to repair the Lot and assess the cost of the same to the Lot Owner pursuant to Article 5.77 of the Bylaws for Apple Ridge Homeowners Association, Inc.

1.3.3 Each lot within Apple Ridge is unique in terms of its development opportunities and constraints and will require an "individualized" approach in design and construction. It is expected that each residence will be designed to fit the individual features of the lot and that a natural "undisturbed" setting will be the underlying theme for Apple Ridge. The purpose of this document is to:

- Describe the design review application and approval procedures of the Apple Ridge Committee of Architecture.
- Communicate those specific design and use elements that will create a very unique and desirable residential neighborhood and character for Apple Ridge.

1.4 DEFINITIONS

When used in this document, unless the context shall otherwise expressly require, the following words shall have the following respective meanings, and all definitions shall be applicable to the singular and plural forms of such terms:

1.4.1 **Assessment.** A share of the Common Expenses, as hereinafter defined, and other charges from time to time assessed against a Lot and the respective Lot Owner by Apple Ridge Homeowners Association, Inc., all as hereinafter defined, in accordance with the terms of this document.

1.4.2 **Association.** Apple Ridge Homeowners Association, Inc., a Wisconsin non-profit corporation formed pursuant to this document.

1.4.3 **Board of Directors.** "Board of Directors" or "Board" shall mean and refer to the Board of Directors of Apple Ridge Homeowners Association, Inc.

1.4.4 **Common Areas.** All of Outlots 5, 6, and 7, Doneff Addition to Egg Harbor - Phase II walking/hiking trails so designated, and the Apple Ridge interest in the swimming pool to be constructed in the adjacent Harbor Vista at Eames Farm Condominium.

1.4.5 **Common Expenses.**

(a) All sums assessed against a Lot, Outlots 5, 6 and 7 and the owners of the land described on Exhibit "B" as hereinafter defined, and the respective Owner, as hereinafter defined.

(b) All expenses declared to be Common Expenses by this document.

(c) All assessed shared swimming pool expenses.

1.4.6 **Developer.** Eames Farm Associates, LLC, a Wisconsin limited liability company, any successor in title to Developer's interest in the Subdivision property, and any other assignee or successor of Developer who (1) as an assignee of the Developer accepts the assignment therein made by the Developer of those rights and powers of Developer contained in this document, and (2) assumes and agrees to be bound and perform those obligations of the Developer contained in this document with respect to all or such of those lots within the Subdivision as may be legally described in any such interest of assignment, acceptance and assumption. If, for any reason, Developer ceases to exist as a legal entity, then the powers, rights, duties and obligations of Developer, as provided in this Declaration, shall be exercised and discharged by Apple Ridge Homeowners Association, Inc.

1.4.7 **Occupant.** A person, as hereinafter defined, in lawful possession of a Lot, as hereinafter defined, other than the Lot Owner, as hereinafter defined, of such Lot.

1.4.8 **Percentage Interests.** The appurtenant, undivided interest of Lot Ownership, as hereinafter defined, in the Common Areas, as hereinafter defined, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Lots, as hereinafter defined, in the Subdivision as set forth on the Subdivision Plats of Doneff Addition to Egg Harbor Phase I and Phase II, and those lands described on Exhibit "B" owned by Anton Arno Doneff, Sr. and Michelle Marie Doneff. For purposes of this document, the percentage interest of all Lot Owners will be equal. The percentage interest of each Lot Owner in the Common Areas, as hereinafter defined, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Lots and any subsequent expansion lots to be declared.

1.4.9 **Person.** A natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.4.10 **Plat.** The Subdivision Plat attached hereto as Exhibit A and made a part hereof reflecting the Subdivision and Common Areas.

1.4.11 **Single-Family Residence.** A building containing only one (1) residence.

1.4.12 **Lot Owner.** The record owner of a Lot and the percentage interest in the Common Areas associated with said Lot. If there is more than one record owner, the record owner shall be deemed to be collectively referred to as the Lot Owner.

1.4.13 **Voting Member.** The one person with respect to each Lot Ownership entitled to vote at any meeting of the Association.

1.5 DESCRIPTION OF COMMON AREA

The Common Areas shall include all of the walking/hiking and ski trails as proposed and shall include but not be limited to the following:

The land known as Outlots 1, 2, 3 and 4, Doneff Addition to Egg Harbor – Phase I, and Outlots 5, 6 and 7, Doneff Addition to Egg Harbor Phase II and any improvements contained thereon.

The Common Areas shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this document or the Bylaws of the Association.

ALL WALKING/HIKING TRAILS SHALL BE AVAILABLE FOR THE USE AND ENJOYMENT OF THE GENERAL PUBLIC

The access path to the pool area located in the Harbor Vista Condominium shall be a common area and shall be maintained by the Association and the Harbor Vista Condominium Owners Association.

1.6 OWNERSHIP INTERESTS, VOTING

1.6.1 Each Lot Owner shall own an undivided interest in the Common Areas as a Tenant-in-Common with all other Lot Owners and, except as otherwise limited in this document, shall have the right to use and occupy the Common Areas for all purposes herein, which rights shall be appurtenant to and run with their Lot.

1.6.2 There shall be one (1) vote appertaining to each Lot, except that the Developer shall have three (3) votes for each Lot contemplated by this document that have not been transferred at the time of voting until the same have been transferred.

1.6.3 All funds for the payment of common area expenses and for the creation of reserves for the future common expenses shall be obtained by assessments against the Owner of each Lot. The Developer shall be responsible for any fees or assessments on any lot it holds, excluding any fees or assessments for swimming pool maintenance.

1.6.4 The interests each Lot Owner has in their Lot improvements, Common Areas cannot be severed or conveyed separately, except as provided in this declaration.

1.7 RESIDENTIAL USE

All Lots are intended for and shall be restricted to use for single family residential purposes only, with the exception of Lots improved by the Developer for sales models. Lot Owners may have secondary or home offices in their lots as long as client or customer in person contact is not occurring on the premises. Certain lots may have a guest house not to exceed 1,000 square feet in size constructed thereon after completion of the primary residence.

1.8 SERVICE OF PROCESS

Service of Process shall be made upon the Developer at 4563 CTH E, Egg Harbor, Wisconsin, 54209, until all Units have been sold, conveyed and paid for, or until the first meeting of the Association, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or board of directors) of the Association.

1.9 COMPLIANCE WITH DOCUMENTS

All present and future Owners of Lots, Tenants of such Owners, and any other occupants or any other persons that in any manner use or come upon the Subdivision shall be subject to and must comply with the provisions of this document, the Articles of Incorporation of the Association, the Bylaws, and rules and regulations, standards, procedures, covenants, and restrictions of the Association, as these instruments may be amended from time to time. There are also restrictive covenants that have been recorded that impose certain restrictions, duties and responsibilities on each lot owner. Acceptance of a Deed or conveyance, or the entering into occupancy of any Lot shall constitute an acceptance by the Owner, Tenant or Occupant of the provisions of the aforesaid documents, as they may be amended from time to time. The provisions contained therein shall be covenants running with the land and shall bind any person having at any time any interest or estate in the Lot as though such provisions were recited and fully stipulated in each Deed, or conveyance thereof. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate.

1.10 RESERVATION OF RIGHT TO MAINTAIN MODEL UNIT AND MARKETING SIGNAGE

Developer hereby reserves the right to cause one or more of the Lots which it owns to be used for construction of model or speculation homes and to maintain a sales office in the Home, together with the right to display such models and the Common Areas of the Subdivision for purposes of selling Lots in the Subdivision. Developer also reserves the right for the Developer or its agent only to place "For Sale" and "Open House" signs on the property. These rights shall exist until such time as all Lots of the Subdivision have been sold or conveyed to persons other than the Developer. Those who succeed the Developer in title to any lot contained in the Subdivision shall have the right to place "For Sale," "Open House" or "For Rent" signs in front of or adjacent to said Lot if they decide to sell or rent said Lot.

1.11 DEVELOPER'S RIGHT TO GRANT EASEMENTS FOR UTILITIES, ETC.

Developer hereby reserves unto itself and for the Association the right to grant to public or semi-public utility companies easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable TV and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi-public utility function that the Village of Egg Harbor shall require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

1.12 EASEMENT FOR CONSTRUCTION AND ACCESS

Developer hereby further reserves for itself and its successors and assigns a right of access over, across and through the property for the purpose of transporting construction materials, making underground or above ground utility connections, and any other reasonable use related to the construction of buildings, Lots, improvements and amenities in the Subdivision and any other developments of the Developer. In addition, Developer reserves for itself, its successors and assigns and for the benefit of purchasers of Lots in present and future Subdivision projects, and any other developments of the Developer, a permanent, non-exclusive easement for ingress and egress over and across all roadways as shown on the Plat.

1.13 RULES AND REGULATIONS

Rules, Regulations, and Restrictions (in addition to the Bylaws) concerning the use of the Lots and the Common Areas, including provisions concerning the keeping of pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each Lot Owner prior to their effective date.

1.14 AMENDMENT OF THE SUBDIVISION DOCUMENTS

The method for amending this and any other Subdivision or Association document is to obtain the written consent of at least seventy-five percent (75%) of the Lot Owners, provided, however, the time to procure written consent to amend this document shall be limited to 6 months from the date the lot owners begin to circulate the consent form. Each signature on the consent must be dated, along with the dated signature of the authorized representative from any financial institution holding said unit as collateral. If said consent form is given to the Board of Directors of the Association more than 6 months after the date of any signature appearing thereon, said untimely consent shall invalidate the entire consent document and amendment. A Lot Owner's written consent shall not be effective unless it is approved by the mortgagee of the Lot, if any. Sections 1.10, 1.11 and 1.12 may not be amended.

1.15 HOMEOWNERS ASSOCIATION

The Apple Ridge Homeowners Association, Inc. is a non-stock corporation formed to manage the Subdivision. It shall be run by its Board of Directors. All Lot Owners are required to belong to the Association as long as they own a Lot in the Subdivision. The Articles of Incorporation and Bylaws of the Association are available upon request to the Developer.

1.16 ASSESSMENTS; MAINTENANCE FUND

1.16.1 Preparation of Estimated Budget. Each year, on or before December 1, the Board of Directors of the Association shall estimate the total amount necessary to pay the costs of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, any common utilities and the Common Expenses which will be required during the ensuing calendar year (the "Estimated Cash Requirements") for the rendering of all services, together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and replacements, and shall on or before December 15, notify each Lot Owner in writing as to the Lot Owner's percentage share of such estimate, with reasonable itemization thereof by December 31. The Estimated Cash Requirements shall be assessed to the Lot Owners in accordance with the Lot Owner's Percentage Interest. On or before January 1 of the ensuing year, and on the first of each and every quarter of such year, each Lot Owner shall be obligated to pay the Assessment made pursuant to this section. On or before the date of the Annual Meeting of each calendar year, the Board of Directors shall furnish to all Lot Owners an itemized accounting of the Common Expenses for the previous calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves.

Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited toward the reserves of the Subdivision, and any net shortage shall be allocated to the Lot Owners in accordance with the Percentage Interest and billed to the Lot Owners as part of the next regular installment of Assessment falling due.

1.16.2 Reserve for Contingencies and Replacements. The Board of Directors shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate that may become necessary during the year shall be charged first against such reserve. If such Estimated Cash Requirement proves inadequate for any reason, including nonpayment of any Lot Owner's Assessment, the Board of Directors may, at any time, levy a special Assessment.

1.16.3 Budget for First Year. When the initial Board of Directors elected hereunder takes office, it shall determine the Estimated Cash Requirement, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Lot Owners during such period as provided in Section 1.16.1 of this Article.

1.16.4 Failure to Prepare Annual Budget. The failure or delay of the Board of Directors in preparing or serving the annual or adjusted budget on the Lot Owners shall not constitute a waiver or release in any manner of such Lot Owner's obligation to pay the maintenance

costs and necessary reserves as herein provided whenever the same shall be determined and, in the absence of any annual estimate or adjusted estimate, the Lot Owners shall continue to pay the monthly maintenance charge at the then-existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

1.16.5 **Books and Records.** The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Lot Owner or any representative of a Lot Owner duly authorized in writing at such reasonable time(s) during normal business hours of weekdays as may be required by the Lot Owner. Upon ten (10) days notice to the Board of Directors, any Lot Owner shall be furnished a statement of account showing the amount of any unpaid assessments or other charges due and owing from such Lot Owner. Any encumbrancer from time to time may request, in writing, a written statement from the Board of Directors setting forth the unpaid Common Expenses with respect to the Lot covered by such encumbrance and, unless the request shall be complied with within thirty (30) days, all unpaid Common Expenses shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien to a Lot may pay any unpaid Common Expenses payable with respect to such Lot, and upon such payment such encumbrancer shall have a lien on such Lot for the amounts paid at the same rank as the lien of such encumbrance.

1.16.6 **Status of Collected Funds.** All funds collected hereunder shall be held and expended for the purposes designated herein and (except for special Assessments as may be levied hereunder against less than all the Lot Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the benefit, use and account of all the Lot Owners in accordance with their Percentage Interest.

1.16.7 **Collection of Assessments and Other Charges.** A Lot Owner shall be obligated to pay all Assessments which shall become due and payable against the respective Lot for the period commencing on the date Lot Owner becomes owner of record for such Lot and continuing until a successor-in-title becomes the Record Owner of such Lot. Delinquent Assessments and any other delinquent sums owing to the Association and charged against a Lot shall be a continuing lien on such Lot as an equitable charge running with the land and shall be binding upon the Lot Owner and the grantees, heirs, administrators, personal representatives, executors, legal representatives, successors and assigns of such Lot Owner; provided, however, said lien for delinquent Assessments shall be subject and subordinate to the lien of any first mortgage lender recorded against said Lot. The obligation to pay an Assessment charged against a Lot shall also be a personal obligation to the Lot Owner. In the event more than one person is the Record Owner of a Lot, then all such persons shall be jointly and severally liable for all Assessments against such Lot. The lien of any delinquent Assessment and any other delinquent sums owing to the Association shall attach to rents due and owing to a Lot Owner from tenants in possession of such a Lot, provided that such lien shall be subordinate to an assignment of rents held by a first mortgagee of such Unit delivered in connection with such mortgage loan secured by such Lot. There will be a One Hundred Dollar (\$100) penalty for any assessments that are sixty (60) days past due. An additional Ten Dollar

(\$10) penalty will be added for each month after the initial penalty that the assessment remains unpaid.

If any Assessment and any other sum owing to the Association is not paid within thirty (30) days after the Delinquency Date, the Assessment and any such other sum shall bear interest from and after the Delinquency Date at the rate of Eighteen Percent (18%) per annum or the maximum rate of interest per annum permitted by the usury laws of the State of Wisconsin, whichever is less, and the Association may (i) bring an action against the Unit Owner personally obligated to pay such Assessment and any other sum owing to the Association; (ii) bring an action to foreclose the lien against such Lot; and (iii) intervene as a third party in any action to foreclose any other lien against the Lot; or any one or more of (i), (ii) or (iii), and there shall be added to the amount of such Assessment any and all of the costs of collecting the Assessment and any other sum owing to the Association, including but not limited to attorneys' fees and title report costs and other costs associated with preparing and filing a complaint and maintaining and concluding such action. In the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the Assessment and any other sum owing to the Association, together with reasonable attorneys' fees to be fixed by the court and all costs of the action. The Association shall have the power to bid and acquire a Lot at any sale resulting from the foreclosure of any Assessment and any other sum owing to the Association or resulting from the foreclosure of any mortgage or other lien against any Lot. No Lot Owner is exempt from liability for payment of such Lot Owner's Assessment for Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of such Lot.

1.16.8 **Foreclosure.** In the event of the foreclosure of a lien for unpaid Common Expenses, the Lot Owner who is the defendant in such proceeding shall be required to pay to the Association all charges and assessments for common expenses during any such period after the entry of a judgment for foreclosure and prior to the eviction or vacation of the Lot by such Lot Owner, plus actual attorneys' fees and costs and any other reasonable costs relating to the foreclosure of said lien.

SECTION 2.0

SUBMITTAL REQUIREMENTS AND APPROVAL PROCEDURES FOR BUILDING PLANS

2.1 PRELIMINARY SUBMITTAL

These Guidelines and Standards are unique to Apple Ridge and the criteria for approval can differ significantly from other areas in Egg Harbor. All parcel improvements will require review and approval by the Apple Ridge Committee of Architecture.

These guidelines will be administered on a case-by-case basis in order to encourage excellence in design. Architects and designers should not use the Guidelines as constraints to creativity, but rather as parameters within which the Apple Ridge area as a whole is characterized and protected. There is a specific intent to maintain a consistent application of the Guidelines and their policies on an equitable and uniform basis. Guidelines are generally more restrictive than Village requirements.

2.2 PLAN SUBMITTAL

Application for plan review and formal written approval by the Apple Ridge Committee of Architecture must be completed BEFORE any improvements, disturbances, or alterations are made to your property.

The following items are the minimum requirements for submission:

LANDSCAPE PLAN showing Street Zone, Private Zone, and Natural Area. Landscape plan should specify species and planting size for all trees

FLOOR PLANS, ELEVATIONS, and DETAILS for all proposed structures at 3" = 1' on paper or a PDF file.

SPECIFICATIONS of exterior materials, finishes, and colors to be used.

Additional drawings that are necessary to aid in portraying the planned improvements may also be submitted.

2.3 APPROVALS AND RESUBMITTALS

All submittals will be reviewed by the Apple Ridge Committee of Architecture. You will receive notification from the Committee informing you of your plan's approval or listing those items to be addressed and resubmitted for further review after each submittal. Construction may not begin on any improvements until all submittals for that type of improvement have been approved.

Upon receipt of submittal comments, the Owner and Owner's Architect may schedule a meeting with the Director of the Committee of Architecture to review and explain comments in further detail, if needed.

SECTION 3.0 DESIGN GUIDELINES

3.1 DEVELOPMENT ENVELOPE

3.1.1 The "Development Envelope" as used in this document is defined as: that portion of each Lot within which all improvements or alterations to the existing site must be contained.

3.1.2 It is intended that unnecessary disturbances in the existing natural environment of a lot should be minimized.

3.2 GRADING

3.2.1 No lot may be altered to divert, discharge, or drain additional water on another's lot.

3.3 ARCHITECTURAL DESIGN

Homes are to be designed to be compatible with the Northern Wisconsin Door County environment. Exterior materials of stone and wood are encouraged, however, vinyl siding is permitted.

Plans reflecting the natural topography, area compatibility, and excellence of design are the three criteria that will receive more emphasis in the design review process than adherence to a limited architectural "style." Well-designed contemporary homes that blend with the Northern Wisconsin Door County natural backdrop due to their simple profile and lines are acceptable, while homes that are "transplanted" from regions with very different environments or styles will be prohibited.

The architectural character of Apple Ridge should reflect the casual elegance of Northern Wisconsin Door County life. Northern Wisconsin Door County Architecture is the result of a wide variety of influences ranging from Lake Michigan to Green Bay; the massive stone bluffs to the flowering meadows outlined by hardwood and conifer forests.

3.3.1 PRE-DESIGN CONFERENCE.

Prior to investing extensive time and money in the preparation of detailed plans, it is strongly recommended that lot owners and their architect and/or designer meet with or contact the Village Zoning Administrator to discuss preliminary concept plans and to identify any unique conditions or issues pertinent to the intended new construction and obtain a copy of the Village of Egg Harbor set-back requirements.

3.3.2 SETBACKS.

Building setbacks shall be per Village of Egg Harbor Zoning Ordinance.

3.3.3 MINIMUM HOUSE SIZE.

A. Minimum house size shall be as per Apple Ridge Restrictive Covenants.

3.3.4 GARAGES.

Carports are not permitted and fully enclosed (2 bay minimum) garages will be required on all lots. Garages designed for the storage of motor homes or large boats are not permitted.

3.3.5 ROOFS.

Roofs must be designed to be compatible with the Northern Wisconsin Door County Environment. Wood shakes or asphalt shingles are preferred materials for roofs. Roof colors will be subject to approval. Flat roofs are not permitted. Minimum slope allowed is 5/12.

3.3.6 MATERIAL PALETTE.

Exterior elements and materials chosen should be compatible with one another in an appropriate scale for the building, and appropriate to the home's architectural theme and be compatible with the existing neighborhood.

A. Approved Materials.

The following materials are approved for use in Apple Ridge (submittal of actual materials required):

Stone and Brick

All Door County stone and stone veneers. all brick, other masonry products, and artificial stone/brick are subject to color approval.

Wood

Wood may be used in cedar or pine.

Vinyl

High quality vinyl with accent trims.

Aluminum

May be used only for soffits and fascia, not siding.

Log Homes

May be permitted with restrictions and approval of Committee of Architecture.

B. Prohibited Materials

Materials that are foreign to the local region or inappropriate to the surrounding project are prohibited. These materials include mirrored glass, cultured marble, metal siding, stucco siding, plywood siding, canvas or fabric awnings.

3.3.7 CHARACTER ELEMENTS AND ARCHITECTURAL DETAILING

A. Chimneys.

Chimneys shall be designed to be in scale and proportioned with the architecture of the building. Chimney tops shall be incorporate materials consistent with the detailing of the principal elevations.

B. Exterior Lighting

Exterior lighting shall be minimized. A maximum of one incandescent light fixture may be located on each side of the garage door and at the unit's front door. Landscape lighting or lighting in an entry courtyard may be allowed on a limited basis with approval of the Apple Ridge Committee of Architecture.

3.3.8 COLORS

A. Approved Colors

The Apple Ridge Committee of Architecture shall review the palette of colors proposed.

3.3.9 FUNCTIONAL ELEMENTS

A. Mechanical Appurtenances

No mechanical appurtenances (air conditioning/heating units, etc.) shall be mounted on or attached to any roof. Air conditioning units must be ground mounted. Landscape screening is required.

B. Vents and Stack Pipes

Stack pipes and mechanical vents for mechanical appurtenances are required and shall be limited in number. To the greatest extent possible pipes should be clustered and located on the rear side of the roof, or a location out of the view.

C. Solar Panels

Solar panels and equipment are not permitted, as long as this restriction does not violate state or federal law.

D. Satellite Dishes

Satellite Dishes shall be permitted.

E. Antennae

No type of external antennae, television, amateur radio, or other uses shall be permitted within Apple Ridge unless approved by the Apple Ridge Committee of Architecture. Attic concealed antennas are permitted and must first be determined to be ineffective prior to requesting an external antenna.

F. Trash Receptacles

All trash receptacles are to be removed from the street within 8 hours after trash pickup and stored in the garage or behind a screening and not visible from neighboring properties.

3.3.10 MAILBOXES

It is encouraged that an individual residence mailbox, located at the street and in accordance with U. S. Post Office size and Height requirements, reflect the design theme and character of the house. The mailbox pedestal should provide a compartment for newspaper delivery if desired. Plastic newspaper boxes are not permitted.

SECTION 4.0 CONSTRUCTION GUIDELINES

4.1 NOISE, DUST, ABATEMENT

Apple Ridge Committee of Architecture may enact strict procedures, operational time frames, temporary or permanent, at any time to ensure noise and dust abatement measures are taken by builders or their subcontractors. Construction is not permitted during the hours from 6:00 p.m. to 7:00 a.m., nor on Sundays, or holidays.

4.2 PROTECTION OF NATURAL OPEN SPACE/VEGETATION

All natural areas outside the building envelope shall be protected to prevent vehicles, trash or construction staging from occurring outside the prescribed development area. In the event that a builder or their subcontractors damage areas of natural open space, the owner shall be responsible for immediately restoring the damaged area to its original condition; as approved by the Apple Ridge Committee of Architecture.

4.3 CLEANLINESS

All areas shall be kept free of trash, materials and waste, which the wind can carry. The site shall be left in a neat and orderly condition at the close of each workday, with scrap material and debris disposed of in covered receptacles, and such receptacles collected and emptied as needed.

4.4 DAMAGE REPAIR

Each owner has the direct responsibility for the control of their contractors and the actions of said contractors. All liability for violations caused by general or subcontractors shall rest with the owner.

4.5 CONSTRUCTION PERIOD

Home construction should be completed within twelve (12) months of commencement.

4.6 LANDSCAPE INSTALLATION

Landscaping must be installed upon completion of the building if possible. Should the landscaping be impossible to complete as required, lot owner shall apply to the Committee of Architecture for a reasonable extension in which to comply. The Committee of Architecture may grant such a request in its discretion.

SECTION 5.0 IMPROVEMENTS AND ALTERATIONS

No improvements, alterations, excavations, grading, or other work which alters the exterior appearance of any residence or lot shall be done without the prior written approval of the Apple Ridge Committee of Architecture.

Plans for swimming pools must be submitted for approval prior to construction. Particular attention will be paid to the following: Access for construction must not destroy trees and rock formations, fencing, landscaping, and revegetation and equipment screening. This may be submitted with your original plans and no additional fees will be required.

SECTION 6.0 DISCLAIMER

Neither Apple Ridge Committee of Architecture, nor any member or the Committee, nor Eames Farm Associates, LLC, shall be liable in damages to anyone submitting plans to them for approval or to any other homeowner that may be affected by any actual alterations or improvements approved or otherwise.

Every owner or other person who submits plans to the Committee for approval agrees by submission of such plans and specifications, that he will not bring any action or suit against the Committee or any other member thereof or Eames Farm Associates, LLC to recover damages or other relief.

Approval by the Committee of Architecture or any member thereof shall not be deemed to be representation or warranty that the owners plans or specifications or the actual construction of any improvements comply with applicable governmental ordinances or regulations.

SECTION 7.0 LANDSCAPING

7.1 **"Street Zone"** This is the transitional, semi-public portion of the lot consisting of the front and sides of the lot visible from the street. It is intended that the Street Zone have a

"semi-manicured, landscaped forest" character using indigenous and/or forest adapted plant materials. Plants must be either existing vegetation or indigenous. Manicured grass areas will be allowed in the street zone or front setback areas, specifically approved by the Committee of Architecture. However, where possible, the liberal utilization of conifers and hardwood trees is encouraged.

As a "cleaned up" natural look is the desired landscape theme for Apple Ridge lots, with Committee of Architecture approval, the Street Zone may be "dressed" with bark or wood chips that blend with the existing soil. Gravel is not permitted as a bedding. "Natural" rock is encouraged, and may be used in drainage courses and for landscape features and planters.

7.2 **"Private Zone"** In close proximity to the house itself or the entry. The Private Zone is the portion of the lot where bedding flowers, grass, ornamental shrubs, or other plants will be allowed.

7.3 **"Natural Area"** A passive zone to the rear or sides of the house, outside of the Private Zone. This is to be left in its natural condition if the lot is wooded. Natural Area that is disturbed by the installation of utility laterals must be restored and revegetated by the owner. If not a wooded lot, this area should be reforested or planted in wild flowers and/or meadow grasses.

SECTION 8.0 ENFORCEMENT

By submission of plans and specifications to the Apple Ridge Committee of Architecture for review and approval, the owner acknowledges the right of the Committee and/or Eames Farm Associates, LLC to enforce the provisions contained herein by whatever legal means are available.

[Signature Page to Follow]

IN WITNESS WHEREOF, this document has been executed this 2 day of ^{JULY}~~May~~ 2015, by the Association after passage at the 2015 meeting.

APPLE RIDGE HOMEOWNERS
ASSOCIATION, INC.

BY: Robert Anton Doneff
Robert Anton Doneff, President

BY: Lawrence A. Lutzow
Lawrence A. Lutzow, Secretary

STATE OF WISCONSIN)
) SS
DOOR COUNTY)

Seal
Affixed

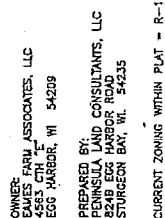
Personally came before me this 2 day of ^{JULY}~~May~~ 2015, Robert Anton Doneff, and Lawrence A. Lutzow, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such officers by its authority.

Debby J. Merkle-Schubert
Notary Public, State of Wisconsin
My Commission Expires: 4-10-2016

DRAFTED BY:
Attorney Terence P. Fox
Kummer, Lambert, Fox & Glandt, LLP
927-A South Eighth Street
Manitowoc, WI 54221-1180
(920)683-5499

Debby J Merkle-Schubert

LOCATED IN THE NW 1/4, THE NW 1/4 OF THE NW 1/4 & THE SE 1/4 OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 27 EAST, VILLAGE OF EGG HARBOR, DOOR COUNTY, WISCONSIN



① - DOOR COUNTY ROAD/ST 0" ALLUMINUM
 ② - EXISTING MON PIPE (SIZE AS NOTED)
 ③ - EXISTING W/2 H/2
 ④ - 3" x 3/8" HEMAR ROUND
 ⑤ - 1" x 24" MON PIPE SET W/CEMENT
 3.65 LBS. PER LINEAL FOOT
 ALL OTHER LOT CORNERS ARE 1" x 18" MON PIPE
 W/CEMENT 1.15 LBS. PER LINEAL FOOT
 ALL MEASURES ARE BASED ON THE EAST LINE
 OF THE 1/4 OF SECTION 30-20-27, EXTENDED

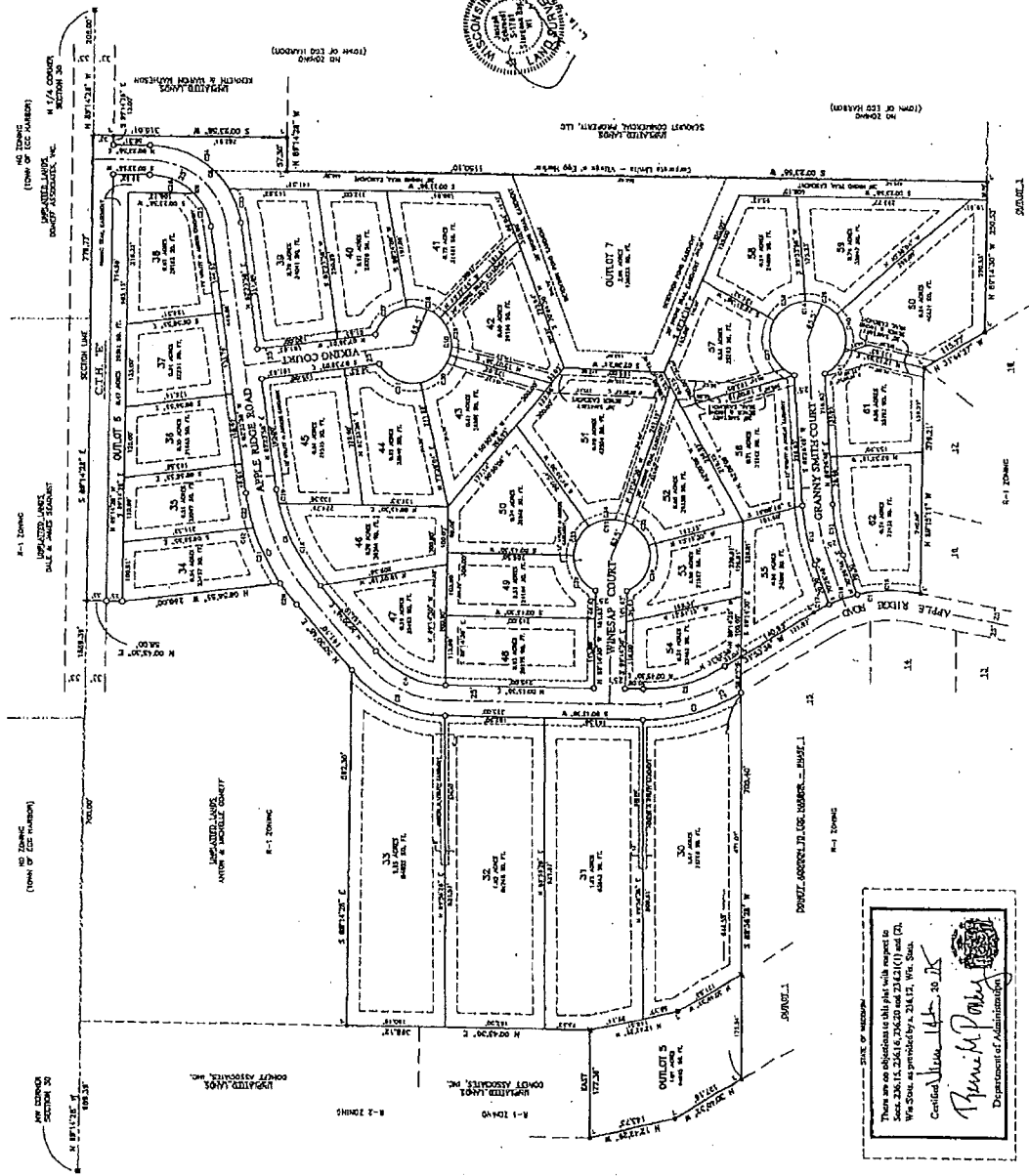
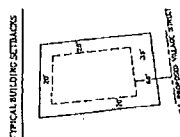
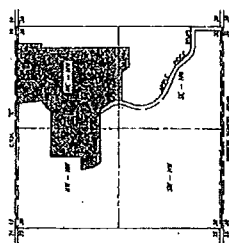


EXHIBIT A

JOB NO. 01-435
SHEET 1 OF 2

There are no objections to this plot with respect to
Sect. 236.15, 236.16, 236.20 and 234.21(c)(1) and (7).
We SoS, as provided by, 234.12, We SoS.

Certified June 14th 20 25

Renee M. Pinsky

Department of Administration

EXHIBIT B**Description – Anton & Michelle Doneff property**

A parcel of land located in the NE ¼ of the NW ¼ and the NW ¼ of the NW ¼ of Section 30, Township 30 North, Range 27 East, Village of Egg Harbor, Door County, Wisconsin, bounded and described as follows;

Commencing at the North ¼ corner of said Section 30, thence N 89°14'28" W – 987.77 feet along the north line of the NW ¼ of Section 30, said line also being the centerline of C.T.H. "E", to the point of beginning of lands to be described; thence S 00°45'30" W – 58.00 feet, thence S 06°56'55" E – 260.00 feet to the northerly right-of-way line of Apple Ridge Road, thence along said northerly right-of-way line 43.63 feet along the arc of a curve to the left whose chord bears S 53°50'48" W – 43.61 feet (interior angle = 06°40'00", radius = 375.00 feet), thence continuing along said northerly right-of-way line S 50°30'48" W – 141.10 feet, thence N 89°14'28" W – 592.30 feet, thence N 00°45'30" W – 433.00 feet to the north line of the NW ¼ of Section 30, said line also being the centerline of C.T.H. "E", thence S 89°14'28" E – 700.00 feet along said north line (centerline) to the point of beginning.

Said parcel contains 303,121 square feet (6.96 acres), subject to those northerly portions reserved for the rights of the public along C.T.H. "E".

Tax Parcel No. 118-02-30302721C1