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**DECLARATION OF  
RESTRICTIONS AND  
COVENANTS FOR  
MASON RIDGE II**

**1634169**

Document Number

Document Title

OUTAGAMIE COUNTY  
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OCT - 5 2004

AT 11:10 O'CLOCK A.M. P.M.  
JANICE FLENZ  
REGISTER OF DEEDS

*red  
310.0*

Recording Area

Name and Return Address

MASON RIDGE INVESTMENT LLC  
660 W. RIDGEVIEW DRIVE  
APPLETON, WI 54911

Part of 10-1-0643-00

and 10-1-0643-03

Parcel Identification Number

RECEIVED

OCT 18 2004

**DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
MASON RIDGE II**

KNOW ALL PERSONS BY THESE PRESENTS; that Mason Ridge Investment LLC, is a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Appleton, Wisconsin (hereinafter referred to as "developer"). Developer is the owner of Lots 36 – 73, inclusive, in Mason Ridge II, being a subdivision of the Northeast ¼ of the Southwest ¼ of Section 15, Town 21 North, Range 17 East, in the Town of Grand Chute, Outagamie County, Wisconsin, herein referred to as "MASON RIDGE II", legally described on Exhibit A attached hereto, and hereby makes the following declaration as to the general plan for the use, occupancy and enjoyment of MASON RIDGE II, and hereby specifies that such declaration shall constitute covenants to run with the land, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners and persons claiming under them, and binding on MASON RIDGE II.

1. GENERAL PURPOSE. The purpose of these covenants is to promote the harmonious development and use of MASON RIDGE II for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to require the use of quality materials and workmanship, and to maintain the desired atmosphere and appearance of the community, and thereby to secure to each MASON RIDGE II site owner (hereinafter referred to as "owner(s)") the full benefit and enjoyment of their property, with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to the other site owners.

2. LAND USE AND BUILDING TYPE: No lot in MASON RIDGE II shall be used except for single-family residential purposes. Only one residence may be erected on a lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence building not to exceed two and one-half stories in height; an attached private garage for not less than two cars in conformance with Town of Grand Chute (hereinafter referred to as the "Town") ordinances; and an accessory building (floor area not greater than 144 square feet) located to the rear of the dwelling on the lot and in conformance with Town ordinances and mail box that are architecturally compatible with the home design and must be approved by developer prior to construction or installation.

3. MINIMUM FLOOR AREA, DESIGN, AND CONSTRUCTION TIMEFRAME REQUIREMENTS.

A. All structures to be erected in MASON RIDGE II shall be of a pleasing and harmonious external design and shall conform to all established setback lines; and any dwelling which fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of the developer. The square footage of living space of the single family residence (without regard for basement level areas), and exclusive of open porches, breezeways and garages shall be not less than:

	<u>Lots 36-55, 58, and 63-73</u>	<u>Lots 56, 57 and 59-62</u>
One story residence	1,500 square feet	1,400 square feet
Story and one-half residence*	1,700 square feet total	1,700 square feet
Two story residence*	1,800 square feet total	1,800 square feet
Total finished area for split level*	2,000 square feet total	2,000 square feet

No portion of any level that has its floor below grade will be considered living space except as may be permitted by the developer for purposes of these minimum floor area requirements.

B. The garage must be attached to the residence directly or by breezeway, or built into the basement of the residence and must be constructed at the same time as the residence. The maximum size of the garage shall conform to Town ordinances.

C. All homes in MASON RIDGE II are required to incorporate an element of masonry (such as brick or stone) to the exterior walls or front building facade of the residence for architectural interest and aesthetic purposes. The plans and specifications for all dwelling units proposed to be erected, altered, or modified shall specify construction materials that are subject to approval by the developer.

D. All homes must have a roof with a minimum pitch of six feet in height for each twelve feet in length (6/12). All roofs shall have dimensional shingles.

E. All exposed basement or foundation walls must have brick or stone veneer face or the siding materials used on the walls above.

F. The residence and attached garage must be completed prior to occupancy and within twelve (12) months of the start of construction. A sodded or seeded lawn (no native or wild grasses are permitted on any lot) shall be completed within one (1) year of occupancy. All dwellings shall, within one (1) year of completion of permanent street paving, install a paved driveway of stable and permanent construction at least sixteen (16) feet in width and extending from the edge of the finished roadway surface to the vehicular entrance of the garage.

G. Setback lines shall conform to local Town zoning regulation except that developer may, in promoting overall harmony, establish other requirements in addition to such regulations. Current Town setback zoning regulations are as follows: The minimum front setback from any abutting street right-of-way is 25 feet. On corner lots the minimum setbacks are 25 feet from the abutting front street right-of-way and 25' from the abutting side street right-of-way. The minimum side yard offset is 6 feet. The minimum rear yard setback is 25 feet.

H. The design and location of each mailbox/newspaper box shall be subject to approval of the developer throughout MASON RIDGE II.

I. Construction of a home must start within 24 months of purchase from developer, except that developer may approve a different time period variance in writing.

4. ARCHITECTURAL CONTROL. No residence may be erected on any lot in MASON RIDGE II until the plans and specifications have been submitted to and approved by developer. All building plans, lot site plans, and the exterior design of each building to be constructed, added to or modified must be approved by developer, in writing, prior to application for a Town building permit.

Developer's approval shall be based upon the building and use restrictions contained in these covenants for MASON RIDGE II. A copy of these covenants shall be obtained and reviewed by owner prior to submitting plans to developer for approval. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity. All plans and specifications shall be delivered to:

**MASON RIDGE INVESTMENT LLC  
Architectural Control Committee  
660 West Ridgeview Drive  
Appleton, WI 54911**

Basic site features such as fences and special structures including but not limited to decks, gazebos, pool houses, swimming pools, tennis or sport courts, retaining walls (which shall only be constructed of natural stone, wood timbers or certain artificial stone products if specifically approved in writing by developer), berms more than three feet in height and other temporary or permanent structures or elements contributing significantly to the total environmental effect of MASON RIDGE II are subject to the prior written approval of developer. No special structures shall be permitted forward of the rear line of the residence without the prior approval of the developer. Swimming pools shall be permitted, subject to approval of the developer provided they meet all applicable Town or other municipal/governmental approving authorities' ordinances and specifications. All swimming pool related equipment including but not limited to pool pump, heater and filter equipment must be concealed in an enclosure located next to the home or attached garage to minimize the noise and visibility to adjoining properties. A different location may be allowed if approved in writing by developer. Children's outdoor playground equipment and play structures shall be allowed provided that any part of such equipment or structure that is an enclosure must be approved in writing by developer prior to installation. Dog kennels for household pets are allowed provided that they are in compliance with applicable Town ordinances and located immediately behind the house or garage with any fences screened from view by adequate landscaping.

In addition to the requirements of these restrictions and covenants for MASON RIDGE II, all construction shall comply with applicable zoning and building code requirements. It is not intended that the developer have full knowledge of or expertise in matters of zoning and building codes and developer shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle storm water drainage. Such responsibility shall be the sole responsibility of each individual property owner.

5. GRADE. Site grading shall be in strict accordance with the MASON RIDGE II Master Grading and Drainage Plan or any amendment thereto approved by the Town Engineer on file in the office of the Town engineer. Each lot owner, as a part of post-home construction finish/grading/landscaping process is responsible at their sole expense to bring their lot into compliance with the approved MASON RIDGE II Master Grading and Drainage Plan. The developer and/ or the Town and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance and correction of any drainage condition, and the owner of such lot is responsible for grading their lot so as to direct drainage toward the street or the established drainageway and to prevent an increase in drainage on to neighboring property. This shall be accomplished by creating swales along common lot lines wherever practical.

6. EROSION CONTROL MEASURES. Each property owner in MASON RIDGE II shall, from the time construction on their lot has commenced, be responsible for installing and maintaining erosion control measures until such time as a lawn or other planting sufficient to prevent erosion has been established on the property. These measures include, but are not limited to: installation of silt fence, hay/straw bales, ditch checks; street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the property; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodable areas. Any areas where erosion control measures have been compromised by weather, construction or any other event shall be repaired within seven (7) days of damage. Erosion control measures must be inspected and any necessary maintenance or repairs made after every rainfall exceeding one-half (½) inch and at least once per week. Failure to comply with these requirements may result in sanctions against the property owner by the Town and/or the Wisconsin Department of Industry, Labor and Human Relations or the Wisconsin Department of Natural Resources. All erosion control measures shall be installed and maintained according to the standards and specifications set forth in Wisconsin Construction Site Best Management Practices Handbook and/or local ordinances.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other lot owners or occupants of dwellings in MASON RIDGE II.

8. USED BUILDINGS. No used buildings shall be moved onto any lot in MASON RIDGE II.

9. SIGNS AND ANTENNAE. No sign or antenna including outside earth stations (satellite dishes) having a diameter in excess of 24 inches shall be displayed or exposed to the public view except as follows: One sign of not more than 6 square feet advertising the property as being for sale or rent or erected by a builder, to advertise the property the builder or owner owns and is seeking to sell, during the construction and sales period, except that developer may utilize signs of any size for advertising properties in MASON RIDGE II for sale. Developer has installed and paid for all initial costs of the masonry main entrance subdivision identification signage island and landscaping at the Woodstone Drive and Mason Street main entrance. The maintenance, repair and replacement costs for the main entrance subdivision signage island shall be approved by the Town of Grand Chute and such maintenance, repair and replacement costs shall be at the expense of each lot owner by way of special assessment levied upon each lot by the Town of Grand Chute for its proportionate share. Each lot and lot owner hereby waive the rights to a hearing for preliminary assessment resolution with regard to these assessments under Section 66.0702 of the Wisconsin Statutes. No antenna or satellite dish station for television reception which is greater than 24 inches in diameter shall be mounted or installed in MASON RIDGE II, and same shall not be attached to the front of any residence in MASON RIDGE II. Any antenna or satellite dish should, if possible without interfering with reception, be placed and screened so as to minimize its visibility from roadways and neighboring lots. Wall and tower mounted visible exterior antenna are prohibited.

10. PETS, LIVESTOCK AND POULTRY. No animals including but not limited to, livestock, pigs, poultry, fowl, reptiles, or pigeons of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

11. COMPLETION DATE. All homes shall be completed within 12 months after commencement of building and shall not be occupied prior to being completed pursuant to paragraph 3.F. herein. DEVELOPER RESERVES THE RIGHT, BUT NOT THE

OBLIGATION, TO COMPLETE CONSTRUCTION, DRIVEWAY OR LAWN WHICH HAS COMMENCED BUT HAS NOT BEEN COMPLETED WITHIN THE ABOVE TIME FRAME AND OWNER IS NOT PROCEEDING WITH DUE DILIGENCE TO COMPLETE CONSTRUCTION, DRIVEWAY OR LAWN. ANY COSTS SO INCURRED BY DEVELOPER (INCLUDING ATTORNEYS' FEES AND COURT COSTS) SHALL BE A LIEN ON THE LOT RECORDABLE IN THE PUBLIC RECORDS AND BEAR INTEREST AT 18% PER ANNUM.

12. SITE MAINTENANCE. At all times before, during and after construction, the site owner is responsible for maintaining the site in accordance with Town residential quality standards, to developer's reasonable satisfaction, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers, and out of public view. Outdoor burning of construction debris is prohibited. No long grass (in excess of six inches) is permitted. No building materials or equipment shall be placed on any lot more than thirty (30) days prior to the time construction is to begin. Builders and/or lot owners shall maintain a dumpster on each construction site and shall be responsible to ensure such dumpster is emptied as often as necessary to ensure debris does not extend over the top edge allowing it to be blown out and onto surrounding properties. During construction, no access to the building site shall be allowed over adjacent lots without prior written approval of the developer. In the event that a neighboring property is disturbed during construction or grading, all disturbed areas shall be immediately restored to their pre-disturbed condition and grade with vegetation of like kind. In the event that any material is deposited onto a street or neighboring property, the owner of the lot from which the material came shall be responsible for removing the material and restoring the street right-of-way or property to its original condition. DEVELOPER RESERVES THE RIGHT, BUT NOT THE OBLIGATION, TO COMPLETE LOT MAINTENANCE DESCRIBED ABOVE IF OWNER IS NOT PROCEEDING WITH DUE DILIGENCE TO COMPLETE LOT MAINTENANCE DESCRIBED ABOVE. AND ANY COSTS SO INCURRED BY DEVELOPER (INCLUDING ATTORNEYS' FEES AND COURT COSTS) SHALL BE A LIEN ON THE LOT.

13. TEMPORARY STRUCTURES, OUTBUILDINGS OR RECREATIONS VEHICLES.

Except as may be authorized by developer, no structure of a temporary nature, nor trailers, tents, shacks, towers, flag poles (except wall-mounted flag poles not to exceed eight (8) feet in height), barns or similar structures shall be permitted on any lot either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, commercial trucks, snowmobiles, boats, trailers, campers, minibikes, fishing shanties, construction equipment, unlicensed vehicles, etc., must be stored inside buildings.

14. TRASH. All trash and waste shall be kept in sanitary containers and out of public view. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick-up, except as may be otherwise authorized by applicable Town ordinance.

15. FILL. Developer reserves the right to direct the disposition of any fill, including excess excavation fill which is to be removed from any lot, at the lot owner's expense. However, such disposition as directed by developer shall be within a one-mile radius of the lot from which it is being removed. If developer does not require specific disposition of any excess fill, the lot owner shall be responsible to locate a site for such disposition and pay all costs associated therewith.

16. SALVAGE MATERIALS. No junkyards or storage area for salvage materials of any nature shall be permitted on any lot or combination of lots within MASON RIDGE II.

17. PARADE OF HOMES. Developer may periodically arrange for one or more lots in MASON RIDGE II to be included in a "Parade of Homes" or similarly titled event in which members of the public are invited to inspect, at one time, a number of lots improved by buildings constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slow-downs and large crowds, and may continue for a period of several weeks. By acceptance of a deed or other conveyance to a lot, an owner is deemed to acknowledge the possibility of such event and is deemed to have waived any objection to the issuance of any municipal permits required for such event. Developer is not, however, required to include MASON RIDGE II in any such event, and may base its decision of whether or not to do so in developer's sole discretion.

18. EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for MASON RIDGE II or as recorded separately with the Outagamie County Register of Deeds. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

19. RESERVATION OF RIGHT TO GRANT EASEMENTS. Developer hereby reserves the right to grant and convey easements to the Town and/or to any public or private utility company, upon, over, through or across those portions of any lot within MASON RIDGE II within six (6) feet of any lot line for the purposes of allowing the Town or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any lots in MASON RIDGE II, or adjacent property owned by developer, or through any portions of MASON RIDGE II for purposes of facilitating drainage of storm or surface water within or through MASON RIDGE II. Developer may grant and record such easements upon developer's signature and without any additional consent or approval of any lot owner, until such time as developer has conveyed legal title to all lots platted or to be platted in MASON RIDGE II, and any future stages added to the overall MASON RIDGE II residential development.

20. EASEMENT AGREEMENT. The Association is also subject to an Easement Agreement made by Mason Ridge Townhomes LLC and Mason Ridge Investment LLC for a shared detention basin for the benefit and protection of the Town of Grand Chute, which Easement Agreement is or shall be recorded with the Register of Deeds for Outagamie County. This Easement and the obligations for repairs, maintenance, and taxes provides that such obligations shall be allocated to members of the Association and will constitute liens on property of members in the Association to the extent such payments are not made by the Association when due.

21. STORM WATER MANAGEMENT. Maintenance of all drainageways and associated facilities within MASON RIDGE II or serving MASON RIDGE II is the sole responsibility of the property owners of MASON RIDGE II. Upon failure of the property owners to perform maintenance of the drainageways and associated structures, the Town of Grand Chute retains the right to perform maintenance and/or repairs. The payment of said maintenance and/or repairs shall be equally assessed among the property owners of MASON RIDGE II with a drainage covenant pursuant to 66.0627, Wisconsin Statutes, or as Special Assessments

pursuant to 66.0701 or 66.0703, et. seq. Wisconsin Statutes, collected by the Town as provided for in the statutory sections indicated above.

22. HOMEOWNERS' ASSOCIATION. Each Owner of a lot in MASON RIDGE II plat shall by these Covenants automatically become a member in the non-profit corporation known as Mason Ridge II Homeowners' Association, Inc., herein referred to as the "Association." Such membership under Chapter 181 Wisconsin Statutes shall continue until ownership is terminated by transfer of ownership by deed to a new Owner. Upon any new Owner acquiring property in this subdivision, such new Owner shall automatically become a member of the Association until subsequent ownership transfer.

The Association is incorporated as a non-profit corporation under Chapter 181 Wisconsin Statutes. The Articles and By-Laws of the Association state that the Association has two purposes as follows:

- A. To maintain the storm water detention basin facilities located in or serving the Mason Ridge II plat, and to assess members, collect and pay 100% of taxes and municipal assessments and charges, costs for maintenance, repair and replacement of storm water detention basin facilities located in or serving the MASON RIDGE II plat on property owned by the Association in the Town of Grand Chute, and other costs incurred by the Association in meeting their obligations pursuant to the By-Laws. All members owning property in MASON RIDGE II plat will collectively be responsible, for their proportionate share, for 72% of the total costs, expenses, and taxes. All members owning property originating in the Mason Ridge Townhomes development consisting of an original 6.23 acre parcel will collectively be responsible, for their proportionate share, for 28% of the total costs, expenses, and taxes. Proportionate share is determined as set forth in the Easement Agreement made between Mason Ridge Investment LLC and Mason Ridge Townhomes LLC.
- B. The members owning property in MASON RIDGE II plat shall select and/or serve as the replacement architectural control entity at the time that the developer no longer owns any lots in the MASON RIDGE II plat.

Internal operations of the Association are controlled by Articles and By-Laws. The By-Laws provide that for so long as the developer owns any lots in MASON RIDGE II plat, the developer shall control appointment of a three-person Board of Directors. When the developer no longer owns any lots in MASON RIDGE II plat, then the members of the Association shall nominate and elect a three-member Board, each member of which shall be an owner of property in MASON RIDGE II plat. As long as the developer owns any lots in MASON RIDGE II plat the developer will maintain possession of the Articles and By-Laws after which these will be transferred to the custody of the Board of Directors elected by the members of the Association.

Any unpaid assessments imposed by the Association shall constitute a mortgage lien under Chapter 846 Wisconsin Statutes against the lot or lots to which the unpaid assessments apply enforceable by foreclosure and sale, in addition to any other

remedy available for collection by the Association in law or equity, and the owners failing to pay assessments when due shall further be liable to the Association for all costs of collection including reasonable attorneys fees.

Members of the Association are further subject to an Easement Agreement made for the benefit of the Town of Grand Chute by Mason Ridge Investment LLC and Mason Ridge Townhomes LLC pursuant to which members guarantee all payments due by the Association, and pursuant to which the Town of Grand Chute may make special assessments and charges against the members' real estate in the event the Association fails to undertake its maintenance responsibilities or make its payments relating to the detention basin when due

23. ZONING, HEALTH, AND OTHER LAWS AND REGULATIONS. All zoning, health and other laws, ordinances and regulations promulgated by any governmental unit having jurisdiction over MASON RIDGE II and which pertain to said MASON RIDGE II shall be strictly observed and complied with.

24. BERM. In the event developer constructs a berm with landscape plantings in MASON RIDGE II along selected lots, neither current nor subsequent owners of these lots shall alter such berm or the plantings on it. Each lot owner shall be responsible for the continued watering, maintenance and replacement of the plantings along their lot.

25. TREES. No trees planted or transplanted within MASON RIDGE II by developer shall be moved, trimmed, cut down or otherwise disturbed without the prior written consent of developer. Each lot owner shall be responsible for the continued watering, maintenance and replacement of any trees or plantings along their lot. It shall be the responsibility of each lot owner to remove and replace any dead or diseased trees on his or her lot within one season after such tree dies or becomes diseased. All replacement trees shall be of like kind, size and quality as the replaced tree and are subject to the approval of developer.

26. TERMS. These covenants shall run with the land and all future conveyances of any lots of the MASON RIDGE II shall be subject to the conditions, covenants, obligations and restrictions set forth herein. Acceptance of a deed by any purchaser is considered as an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners in MASON RIDGE II.

27. AMENDMENT. These restrictions and covenants may be amended, waived, or removed by the execution and recordation in the Office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the lot owners, provided that so long as the developer is the owner of any lot or property affected by these covenants, or amendment thereto, no such amendment, waiver or removal will be effective without developer's prior written consent, in recordable form. Each lot is entitled to one vote. Further, so long as developer shall own any property in MASON RIDGE II or any lands which may potentially become a future stage of the MASON RIDGE II residential development, developer, by itself alone, shall be entitled to amend, waive, remove or grant special exceptions to said covenants in developer's sole discretion without liability to any property owner for doing so.

28. VARIATION. Variations in any of these restrictions and covenants may be permitted by developer where it is reasonably satisfied that such variations will be pleasing and generally in line with adjacent properties and not be a detriment to MASON RIDGE II as a whole, in developer's sole discretion without liability to any property owner for doing so.


29. ENFORCEMENT. If any lot owner or person(s) in possession of any lot or dwelling on any lot within MASON RIDGE II shall violate or attempt to violate any of these covenants, it shall be lawful for developer or any other person(s) owning any lot or owning or occupying any dwelling on any lot in MASON RIDGE II to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenant, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain the violation. Any owner violating the covenants contained herein shall be personally liable for all costs and expenses, including attorneys' fees, incurred by developer or another as a result of enforcing the restrictions and covenants contained herein.


30. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions that shall remain in full force and effect.

IN WITNESS WHEREOF, MASON RIDGE INVESTMENT LLC, has signed and sealed this instrument this 1st day of October, 2004.

**MASON RIDGE INVESTMENT LLC**

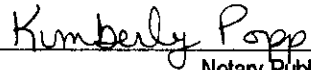
By: **United Financial Group, Inc., Sole Member**

  
By: Judy Husar, Vice-President

  
By: Richard A. Braatz, Vice-President

STATE OF WISCONSIN )  
 ) SS  
OUTAGAMIE COUNTY )

Personally came before me this 4 day of October, 2004, the above-named Judy Husar and Richard Braatz, Vice-Presidents of United Financial Group, Inc., the Sole Member of Mason Ridge Investment LLC, to me known to be the persons who executed the foregoing instrument for and on behalf of Mason Ridge Investment LLC.

  
\_\_\_\_\_, Notary Public  
Outagamie County, Wisconsin  
My Commission 10-31-04

This document was drafted by:  
Attorney Charles D. Koehler  
Hertling-Clark Law Firm  
800 N. Lynndale Drive  
Appleton, WI 54914

After recording, please return to:

Mason Ridge Investment LLC  
c/o United Financial Group, Inc.  
660 W. Ridgeview Drive  
Appleton, WI 54911

EXHIBIT A

Lots Thirty-six (36) through Seventy-three (73), inclusive,  
MASON RIDGE II, Town of Grand Chute, Outagamie County,  
Wisconsin.