

RESTRICTIVE COVENANTS AND  
HOMEOWNERS ASSOCIATION  
MAINTENACE AGREEMENT FOR PLAT  
OF THE CUT-OFF AT RED CEDAR  
BEND, IN THE TOWN OF RED CEDAR,  
DUNN COUNTY, WISCONSIN.

The Cut-Off, LLC (Developer) does hereby enact the reservations and restrictive covenants on the Subdivision as hereinafter defined.

The reservation and restrictive covenants hereinafter set up are to run with the land and shall be binding on all parties who acquire an interest in said Subdivision.

Recording Data:



603476

DUNN COUNTY, WI  
REGISTER OF DEEDS  
HEATHER M. KUHN

RECORDED ON  
07/18/2014 09:57 AM

REC FEE: 30.00  
FEE EXEMPT #:  
PAGES: 10

Return to Donald W. Southard Jr.  
The Cut-Off LLC  
E2945 Aspen Rd  
Eleva, WI 54738

Drafted By Developer Donald W. Southard Jr.

All present and future owners of lots shall be subject to and shall comply with the following restrictions as amended from time to time. The acceptance of a deed or conveyance for any part of said addition or the entering into occupancy of any construction thereon shall constitute an acceptance by such owner or occupant of these restrictions as amended form time to time. These restrictions shall be covenants running with the land and shall bind any person having, at any time, any interest or estate in such real property, as though these provisions were recited and fully stipulated in each deed or conveyance thereof.

I. Restrictive Covenants

1. Definitions:

A. "Architectural Committee" means:

1. The Cut-Off, LLC
2. That individual(s) or entity appointed in writing by Developer and filed with the Register of Deeds of Dunn County as successor developer, which shall include any individual(s) or entity who receive by recorded sale, transfer, inheritance or assignment the entire unsold interest of Developer in the Subdivision other then individual purchasers of lot(s) from Developer.
3. Upon sale of all lot(s) to individual purchasers, owned by the original Developer (see (1) above) or such party's successor, the Architectural Committee shall be dissolved, although all other restrictive covenants will remain in force. At such time the Architectural duties will go to the landowners and Homeowners Association for the development.

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- B. "Subdivision" means: lots 1 through 12, and Out Lot 1, of The Cut-Off At Red Cedar Bend Subdivision in the Town of Red Cedar, Dunn County, Wisconsin.
  - C. The 30 ft wide easement across Lot #7 shown on the plat for The Cut-Off At Red Cedar Bend is designated as water easement for Lots #1 & #2.
  - D. "Out Lot 1" is Private Drives and easements associated with the Development. The Private Roads have been labeled 670<sup>th</sup> Ave and 548<sup>th</sup> St by Dunn County. For the purpose of this document, Out Lot 1, will be referred to as Private Roads.
2. The Architectural Committee shall regulate the external design, appearance, use, location and maintenance of the properties and improvements thereon in such a matter so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.
  3. All lots and improvements thereon shall be subject to the following architectural restrictions.
    - A. Residential
      - (1.) Single Family Houses. Only single-family houses shall be permitted. The Architectural Review Committee shall be the sole judge whether submitted plans conform to this restriction. Aesthetic considerations will be primary important and will take precedence over objective criteria. The submission of preliminary plans and elevation is encouraged.
      - (2.) Other Structures. Including detached garages, sheds, barns, or other buildings. These structures will be comparable in appearance to the main home on the property. They will keep in accordance to the rest of the properties, and will not appear in size, shape, or finish, to be out of place or of a visual nuisance.
      - (3.) Fencing. Fencing is allowed in a tasteful manner. All fencing will be built with the finished side out, with all posts to face inwards. All fencing will be approved or disapproved with the general appearance of the subdivision in mind.
  4. In the event the Architectural committee fails to approve, modify, or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted.

5. All driveways shall be hard surfaced with blacktop, concrete or brick prior to occupancy or within one year from the date of issuance of the building permit whichever occurs first.
6. The Architectural Committee shall not be liable to any owner, contractor, subcontractor, laborer or material man in connection with any construction in said addition and shall not be liable to any person sustaining personal injury or property damage, for any claim arising in connection with any construction, alteration, or improvement on said addition.
7. Landscaping/Preservation of Trees: The native growth of the Subdivision shall be preserved as much as possible. The total ground area not covered by buildings, paved driveways or wooded area is to be maintained as a green area and landscaped with grass, shrubs or other appropriate planting or landscaping.
8. Rubbish/Clotheslines etc: Exterior clotheslines must not be visible from front of house. No signs or other advertising shall be displayed on any lot other than a sign identifying the property "For Sale" may be displayed on a lot providing it is reasonable and in good taste. No refuse pile or unsightly objects shall be allowed to be placed or subject to remain on any lot. Garbage cans, waste, waste receptacles and any other outside storage of material must be concealed within garages.
9. Nuisance: No lot shall be allowed to appear in an unclean or untidy condition or one that will be obnoxious to the eye; nor shall any substance, junk or material be kept on any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. In keeping with this concept, exterior lighting shall not be directed in such a manner as to create nuisance to neighbors.
10. Noise: Any nuisance noise should be kept to a minimum at all times. This includes but is not limited to music, business operations, excess traffic, etc.
- 11: Private Roads:
  - A. Roads should be maintained in good condition. The surface shall be maintained smooth and clean of debris. Any rutting, cracking, or potholes should be repaired.
  - B. Vegetation should be trimmed back so as to be clear of the road. Overhang must be clear to a height of 14 feet.
  - C. Plowing shall be done on a timely basis. Roads shall be plowed to the full width available.
  - D. At the end of the private roads, 670<sup>th</sup> Ave and 548<sup>th</sup> St, consideration will be given for emergency services. A turn around area must be provided and clear of debris. An area of 37 feet wide should be maintained for turning wheel

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base, and an area 44 wide shall be clean of debris. This area should also be marked and plowed.

12. Storm Water Management: The Homeowners Association is responsible for maintaining the storm water facilities as shown on the management plan on file at Dunn County.
13. Enforcement: The Developer will assist in enforcement and conformity of these covenants and restrictions filed 2013 with Dunn County Register of Deeds. The Developer is part of the Landowners Association until such time that Lots 1 thru 12 are sold, at such time the Landowners Association will be solely responsible for the enforcement of said covenants and restrictions. The Developer and lot owners or any of them separately shall have the right to proceed at law or equity to compel a compliance with the terms hereof; and/or to prevent the violation or breach of any of them; and/or for monetary damages. The decision of the Developer/and or Landowners Association shall be final as to the interpretations of the foregoing reservations and restrictions. The failure to promptly enforce any of the reservations and restrictions by any court of competent jurisdiction in no ways shall affect any of the other restrictions and reservations, but they shall remain in full force and in full effect. Should the lot owner, after due notice, fail, neglect or refuse to comply with the foregoing restrictions and reservations, and the Developer or other lot owners, are required to seek judicial relief for the same, then said violating lot owners shall be further responsible for costs and expenses incurred in the enforcement of these reservations and restrictions.

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II: Homeowners Maintenance Agreement

A. Overview:

WHEREAS, the Developer has requested approval from the County and other governmental authorities, of a proposed land division within the County known as The Cut-Off At Red Cedar Bend.

WHEREAS, the planning and Development Department of the County has given its approval to the plan for such subdivision; and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, moving from one party to the other, receipt of which is hereby acknowledged, it is hereby agreed to as follows:

1. Recitals. The recitals hereto are hereby incorporated by reference.
2. Management Practices. Developer and any subsequent landowner shall be responsible maintaining the best management practices during the period of land disturbing activity and land development activity on the Property in a satisfactory manner to ensure adequate performance and to prevent offsite damage. The parties agree that this paragraph is satisfied so long as Developer follows the maintenance standards contained in the current "Wisconsin Construction Site Best Management Practice" handbook.
3. Location / Description. Legal Description is defined in the plat for The Cut-Off At Red Cedar Bend. It incorporates lots 1-12, and Out Lot 1.
4. Access. The County of Dunn is authorized to access the Property to conduct inspections of storm water practices as necessary to ascertain that the practices are being maintained and operated in accordance with the approved storm water management plan.
5. Maintenance Schedule. The Property's shall be maintained as provided in the Declaration of Covenants and Restrictions of The Cut-Off At Red Cedar Bend. Dunn County shall have full access for inspections any time for compliance and Developer/Owners shall comply promptly with all required corrections.
6. Required Corrections. If the County of Dunn notifies Developer or future Property owners of problems which require correction, such corrective action shall be taken within a reasonable time frame as set by the County of Dunn.
7. Recording. The County may record a copy of this Agreement at the Register of Deeds Office for Dunn County, Wisconsin.

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8. Law and Jurisdiction. This Agreement shall be constructed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any dispute concerning any provision hereof or in the event of any action to seek enforcement hereof, it is hereby agreed that venue of any such action is in the Circuit Court for Dunn County, Wisconsin.

B. Maintenance Overview

The Cut-Off LLC (Developer) and/or, the owners of Lots 1 through 12 of The Cut-Off At Red Cedar Bend, Town of Red Cedar, Dunn County, Wisconsin, do hereby subject such real estate to the terms of this Homeowners' Maintenance Agreement. This agreement is for the benefit of the owner, and all future owners of such real estate or any portion thereof and shall bind all successors in interest to the owners. This agreement is to be construed as a covenant running with the real estate and all conveyances of the real estate, or any portion thereof, shall be subject to this agreement.

1. Purpose.

The purpose of this agreement is to provide for the maintenance of the Private Roads and Drainage Structures, as shown on the plat of The Cut-Off at Red Cedar Bend and consistent with standards contained in the current "Wisconsin Construction Site Best Management Practice" handbook and subject to requirements of Dunn County.

2. Maintenance.

A. The Maintenance Committee, to be established pursuant to paragraph 3 Herein, shall assess the cost of such maintenance against the owners. An assessment for cost to be incurred in the future shall be based upon a cost estimate provided by the person who will be providing the maintenance or repair work. The assessment shall be delivered personally to the Developer/owners or sent to the Developer's last known mailing address. An Assessment shall be paid to the maintenance Committee within 30 days after it is delivered personally or mailed to the Developer. If the Developer/owners is in default in payment of any assessment, the Maintenance Committee may bring suit to enforce collection of such assessment, and there shall be added to the amount due, the costs of collection and interest, together with attorney's fees. The assessment shall bear interest at 12 percent per annum during such time as it is in default.

B. Each of the lots and the owners of such lots, shall be liable for 1/12 of the costs of maintaining the Drainage Structure and roads in the condition shown on the plat of The Cut-Off At Red Cedar Bend. The Maintenance Committee shall assess the cost of such maintenance against the lots and the owners of the lots as provided below. No owner of a lot may exempt himself or his lot from liability for his contribution towards such costs by waiver or by abandonment of his lot. No conveyance shall relieve a lot of

such liability. The Grantor shall jointly, severally and personally liable along with his Grantee in any such conveyance for the assessments levied up to the date of conveyance, until all such assessments charged to his lot have been paid.

The Maintenance Committee shall from time to time assess each lot 1/12 of the cost of maintaining the Drainage Structure and road in the condition provided above. An assessment may be made to pay for costs incurred or to be reasonably incurred in the future. An assessment for costs to be incurred in the future shall be based upon a cost estimate provided by the person who will be providing the maintenance or repair work. The assessment shall be delivered personally to the lot owner or sent to the lot owner's last known mailing address. The assessment shall be a lien from the time it is delivered or mailed. An assessment shall be paid to the Maintenance Committee within 30 days after it is delivered personally or is Mailed to the lot owner. All assessments, until paid, together with interest And actual cost of collection, constitute a lien on the lot on which they are assessed. If a lot owner is in default in payment of any assessment, the Maintenance Committee may bring suit to enforce collection of such assessment or foreclose the lien therefore, and there shall be added to the amount due, the costs of collection and interest, together with attorney's fees. The assessment shall bear interest at 12 percent for annum during such time as it is in default.

3. Maintenance Committee.

- A. The Maintenance Committee shall act as the agent of the lot owners to Contract for and oversee the repairs and maintenance authorized under this agreement.
- B. The Maintenance Committee shall from time to time furnish to the lot owners a written report of the maintenance and repairs undertaken, the costs and expenses incurred and the assessments paid.
- C. The Maintenance Committee shall consist of two members. The original members of the committee shall be Donald W. Southard Jr. and Tod J. Torgerson. Upon the death, resignation, or inability to act of any member of such committee, the remaining member of the committee shall appoint a member to fill the position. If at any time there are no members of the Maintenance Committee, then the owners of at least six of the lots may appoint persons to serve as such members. The Maintenance Committee shall inform the Town of Red Cedar in writing of any change in its membership.
- D. The duties of the Maintenance Committee shall include"
  1. Visual inspection of the Drainage Systems, drainage ditches, and roads after heavy rainfall for damage to

these structures, such as:

- A. Rills and gullies in drainage ditches.
  - B. Displacement of rock or erosion of soil.
  - C. Loss of vegetation.
2. Visual inspection of drainage systems for any animal damage (e.g. burrowing) and to control tree growth.
  3. Maintain road and check for damage and debris buildup.
  4. This includes all long term maintenance activities.
- E. As per County Code, upon written notification by the local municipality or their designee, this identified Maintenance Committee shall, at their own cost and within a reasonable time period, have a BMP inspection conducted by a qualified professional, file a report and complete any maintenance repair work recommended in the report.
- F. This provides authorization for local municipality or their designee to carry out maintenance activities and inspections if: The Maintenance Committee does not perform the required activity within the specified time period in the notification; or if the local municipality determines that the work conducted by the Maintenance Committee, as called out in the inspection, does not adequately address the issues outlined in the inspection report.
4. Amendment.  
The provision of this agreement may be amended by a document signed by the owners of at least seven of the lots; however, no such amendments shall be effective until approved by Dunn County and the Town of Red Cedar.
  5. Town of Red Cedar.  
The Town of Red Cedar may enforce the provisions of this agreement, But has no obligation to do so.
  6. Dunn County.  
Dunn County may enforce compliance through Dunn County Circuit Court and the laws of the State of Wisconsin.



These Restrictive Covenants and Maintenance Agreement established by the owners of all the lots in plat of The Cut-Off at Red Cedar Bend this 8th day of July 2014.

David G. Nadler  
David Nadler

David Gangelhoff  
David Gangelhoff

Mary L. Nadler  
Mary Nadler

Teresa A. Gangelhoff  
Teresa Gangelhoff

Timothy Williamson  
Timothy Williamson

Patricia Crownhart  
Patricia Crownhart

ACKNOWLEDGEMENT  
STATE OF

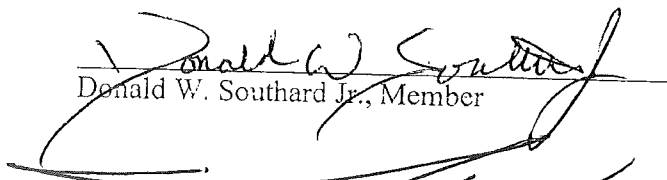
\_\_\_\_\_ County  
Personally came before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_, the above named

\_\_\_\_\_ to me  
known to be the person who executed the foregoing  
instrument and acknowledge the same.

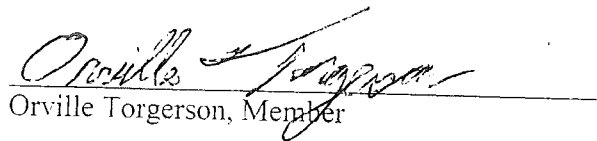
\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission is permanent. (If not, state expiration  
date: \_\_\_\_\_)

These Restrictive Covenants and Maintenance Agreement established by the owners of all the lots in plat of The Cut-Off at Red Cedar Bend this 8th day of July 2014.

The Cut-Off LLC

  
Donald W. Southard Jr., Member

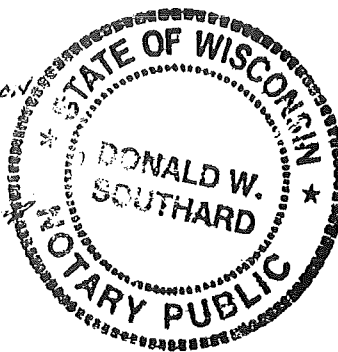
Tod Torgerson, Member

  
Orville Torgerson, Member

ACKNOWLEDGEMENT  
STATE OF

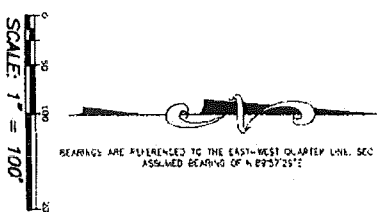
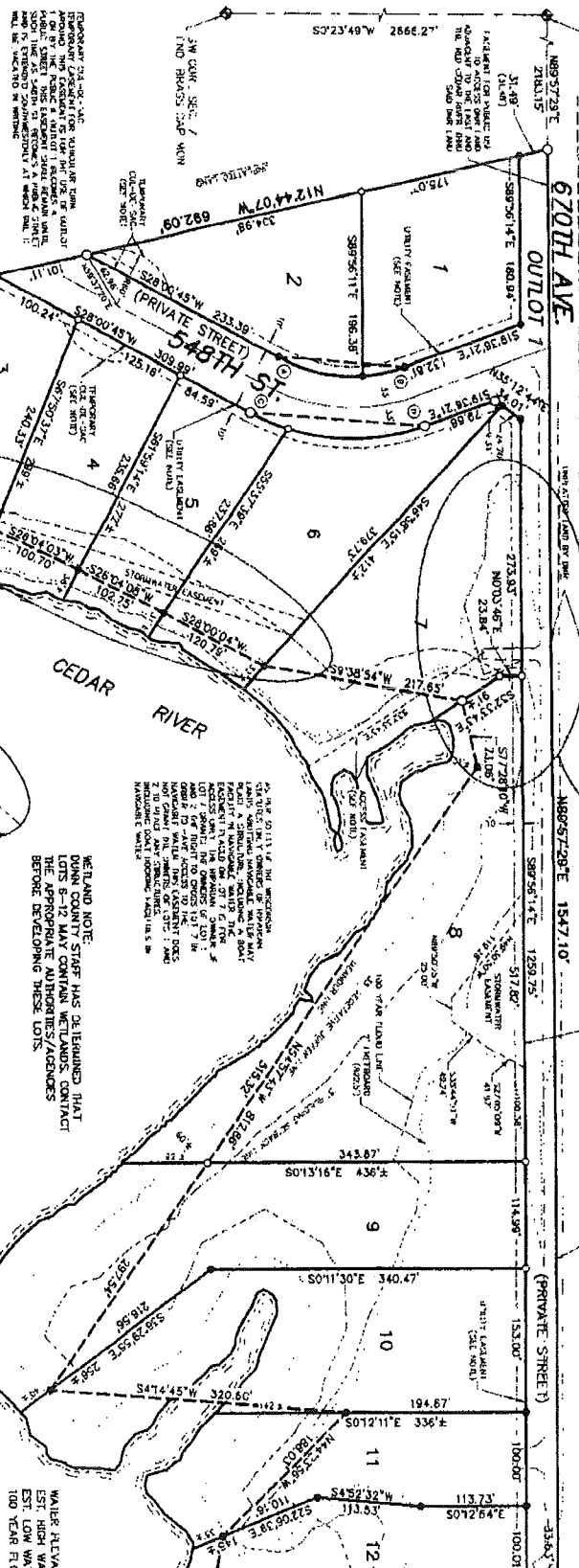
Essex County  
Personally came before me this 19 day  
of July, the above named  
Donald Southard, Tod Torgerson to me  
known to be the person who executed the foregoing  
instrument and acknowledge the same.

Notary Public Essex County,  
My commission is permanent. (If not, state expiration  
date: 8/10/17)

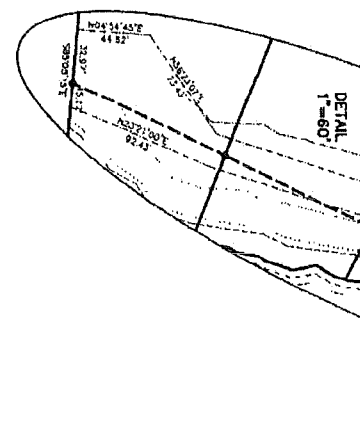


59TH ST.

(SHADED)



BEARINGS ARE REFERENCED TO THE EAST-WEST QUARTER 1/4 SEC. 7 ASSUMED BEARING OF N 87° 57' 25.12\"/>



THIS PLAN CONTAINS THE LAND AS SHOWN ON ADDENDUM 1 TO RED CEDAR BEND A CONDOMINIUM PLAN WHICH WAS DISSOLVED BY DOCUMENT # 603263

STORMWATER EGRESS: DRAINAGE DITCHES ARE REQUIRED A STORMWATER MANAGEMENT PLAN FOR THE AREA CONTAINED IN THIS PLAN IS ON FILE AT THE COUNTY AND THE EGRESS ARE TO BE SHOWN ON THE RECORD PLANS CAN NOT BE MADE WITHOUT PERMISSION FROM DRAIN COUNTY.

UTILITY EASEMENTS: UTILITY EASEMENTS ARE FOR THE USE OF THOSE GRANTED PERMISSION IN THE UTILITY EASEMENT PROVISIONS ON SHEET 2 AND 3 OF THE RECORD PLANS. THEY SHALL BE PLACED WITHIN 3 FEET OF ANY LOT CORNER.

WETLAND NOTE: SETBACK HAS DETERMINED THAT LOT 5-12 MAY CONTAIN WETLANDS. CONTACT THE APPROPRIATE AGENCIES/AGENCIES BEFORE DEVELOPING THESE LOTS.

OUTLOT 1 IS BEING CONSOLIDATED FOR ALL PURPOSES, INCLUDING THOSE OF ASSESSMENT, TAXATION AND CONVEYANCE. 1/12 OF OUTLOT 1 SHALL BE OWNED AND COMBINED WITH EACH LOT. THE STORM WATER FACILITIES THAT ARE ASSOCIATED WITH THE PLAY OF THE OUT-LOT AT RED CEDAR BEND ASSOCIATED WITH SAID MAINTENANCE WILL BE SHARED EQUALLY (1/12 PER LOT) AMONG ALL LOT OWNERS UNTIL SUCH TIME THAT THE TOWN OF RED CEDAR TAKE OWNERSHIP OR MAINTENANCE OF THE TOWN OF RED CEDAR. THE TOWN OF RED CEDAR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY AND ALL STORM WATER FACILITIES.

LEGEND

- - FND.
- - SET 1
- - BECH
- - SET 1
- - WCHD
- - RECD

The	1
s. 2	2
Side	3
Co	4