

MK RAS 516 264  
2106 JONES ROAD  
Menomonee, WI 5475

**Declaration of Covenants and Restrictions**

*Sunset Ridge*

Town of Red Cedar, Dunn County, Wisconsin

**THIS DECLARATION** is made this \_\_\_ day of April, 2004 by Arnold and Marlene Henderson, owners of the real property described below.

WITNESSTH:

**WHEREAS**, the owners of the real property described below, are desirous of subjecting noted real property to the covenants, conditions, restrictions and reservations hereinafter set forth for the benefit of the said property as a whole and for the benefit of each owner of any part thereof.

**NOW THEREFORE**, Owners hereby declare that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the covenants, restrictions and reservations hereinafter set forth, which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind all successors in interest, and any owner thereof.

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Property Subject to this Declaration:

N.E. ¼ OF THE N.W. ¼ OF SECTION 8, T.28N, R.12W TOWN OF RED CEDAR, DUNN COUNTY, WISCONSIN. 

Purpose:

The purpose of this Declaration is to ensure:

- The best use and most appropriate development and improvement of lots;
- To protect owners against such use of surrounding building sites as will detract from the residential value of their property;
- To preserve, so far as practical, the natural beauty of said property;
- To guard against the erection thereon of poorly designed, built or proportional structures;
- To obtain harmonious use of material and color schemes;
- And in general to provide adequately for a high quality of improvement on said property and to thereby preserve and enhance the value of the investments made by the owners.

**Article 1: Land Use and Building Type**

1. No lot shall be used for any purpose except for single-family residential dwelling. Except as specifically permitted within these covenants, no industry, business, trade, home occupation or profession of any kind shall be conducted, maintained or permitted.
2. All dwellings shall be restricted to the following colors: browns, tans, grays, whites, light blues and light greens. Other colors may be considered, but only on the written approval of the Declarant. All dwellings must be located a minimum of 20 feet from any lot line. Dwellings bordering a road must follow the county guidelines for distance from the centerline of the road depending on the road classification.
3. Exterior siding on the front elevation of each home, including that portion of the garage return wall adjacent to the front yard, shall be cedar, brick, redwood, stucco or a combination of these materials. Aluminum, steel or vinyl siding may be used in the front of the home when used in combination with an accent material. No stucco board shall be allowed. All cedar or redwood used on the front elevation shall be stained, painted or treated with a preservative.
4. Roofing materials shall be either white, black, brown tone, dark green tone or dark gray tone asphalt shingles, wood shingles or wood shakes in natural wood colors. A minimum roof pitch of 5-12 or steeper will be required on residential buildings.
5. All dwellings erected on any lot must have a full foundation, except for porches, sundecks, patios and similar appurtenances. Residences shall be of a minimum 2800 square footage for total area, exclusive of open porches, decks, breezeways, carports, crawl spaces, garages, storages, terraces and patios.
6. All homes shall have a two or three car-attached garage. This restriction does not preclude an attached garage from being two car stalls deep nor shall it preclude any garage storage areas incorporated into the lower level of the home and not visible from the street.
7. Each home shall have a minimum one-foot overhang as measured from the side of the home.
8. All houses shall be served by a separate driveway extending from the curb line at the street to the garage, that are a minimum of 12 feet in width and a maximum of 24 feet in width at the curb. No driveway shall serve more than one lot. Driveway shall be of sufficient size to accommodate off street parking for 2 vehicles per home any may include a turn around. Driveways shall be constructed of brick, concrete, pavers or blacktop. At no time shall there be any parking or outside storage of any vehicle off of the hard surface of the driveway.
9. No yard lights will be allowed other than those lights attached to the main dwelling or specifically designed landscape or decorative lighting. No lighting will be permitted that may become an annoyance to adjoining residential owners.
10. Building construction, including exterior color, shall be completed within one year of start date.
11. Each lot shall be graded and landscaped to allow for proper drainage. The front yard of each lot for the width of the portion of the home and garage facing the street plus 10 feet on each side, together with an area extending out from the home for a distance of 10 feet on each end and rear of the house shall be fully sodded. Each lot shall have a minimum of \$300 in landscaping shrubs installed in the front of each home as screen for the foundation. Landscaping and lawn work shall be completed within 18 months of start of excavation.

12. All lots shall be served by underground utilities including gas, electricity, telephone and cable. No above ground poles or wires may be used except for temporary construction or repair. All utility meters shall be concealed from view from the street or shall be architecturally treated to blend in with the house.
13. Only one storage, accessory building or shed shall be permitted on any lot providing that it:
  - It does not exceed 720 square feet.
  - It does not exceed a single story in height.
  - It is not located within any setback area.
  - Is constructed of the same material and of the same color as the home.
  - It has an asphalt shingle roof.
14. Notwithstanding any other language to the contrary, a doghouse is permitted in addition to another structure provided it is not greater than eight square feet, is the same color as the home, is not in any setback areas and is located immediately adjacent to the house.
15. No trailer, mobile home, double wide or modular home shall be placed on the above described property, neither as real estate or personal property. No temporary housing or trailers are allowed on any lot, except during actual construction.
16. No camping shall be permitted on any property at any time.
17. No unlicensed or abandoned motor vehicles, tractors, horse trailers, railroad cars and other motorized vehicles are allowed to accumulate on any property.
18. No trash, debris, old lumber, furniture, freezers, stoves, refrigerators, junk motor vehicles or waste are allowed to accumulate in open or unsheltered areas. All rubbish, debris, and garbage shall be stored and maintained in enclosed containers not visible from any street, or stored and maintained in enclosed containers located entirely within the garage. Closed containers outside the garage shall be screened from the view of an adjacent residential building. The contents of all such containers shall be emptied not less than weekly by a refuse hauler licensed by the county.
19. No antenna extending more than 10 feet above the highest point of the roof of the home on the lot shall be permitted, providing satellite dishes are permitted so long as they do not exceed 36 inches in diameter and are not visible from the street.
20. No underground fuel tanks will be allowed. Any above ground tanks shall be screened from public view.
21. All clothesline and playground equipment shall be placed in the rear yard only.
22. No fences shall be constructed or located in the front yard. All fences shall have the following restrictions:
  - No fences shall be constructed along adjoining property lines until the home on the applicable adjoining lot has been completed and the adjoining lot has been graded.
  - No fences shall exceed 72 inches in height and must be in a complementary color and style for the home.
  - No snow fencing shall be permitted.
23. No contaminated or polluted dirt, soil, sand, gravel, or fill shall be brought onto any lot.

**Article 3: Nuisances, livestock and poultry**

1. No noxious or offensive activity shall be carried out upon the above-described property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
2. No cows, goats, horses, sheep, zoo animals, poultry, reptiles or fowls may be kept on the premises. Dogs, cats and birds may be kept only as domestic pets. Household pets are restricted to a total of four pets per lot of which a maximum of two may be dogs. Dogs and cats shall be restricted and not allowed to run at large. Any pen, crate, fence or shelter for a pet must be located at least 50 feet from any lot line. The raising of coon or bear dogs, pit bulls, reptiles, tarantulas or zoo animals is prohibited, either as a pet or otherwise.
3. Any household pet which barks frequently or engages in any activity which is likely to interfere with the enjoyment of their home by the occupant of another lot shall be considered nuisance under Article 3, paragraph 1 and subject to penalties under township ordinances.
4. Noxious weeds or brush will not be allowed to exceed one foot in length in area between roadway and residence and shall be mowed. Any weeds or brush not mowed by the owners after written notice has been given shall be mowed by the Declarant (or appointed service) at a charge of \$100 per hour to the owners.

**Article 4: Enforcement, Duration, Amendment, and Severability**

1. Enforcement of the covenants and restrictions of this declaration shall be by a proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages or both.
2. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner, their respective heirs, successors and assigns for a term of 25 years from the date this declaration is recorded. After the expiration of said 25 year term, the covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded agreeing to terminate or modify the covenants and restrictions.
3. Any provisions of these covenants and restrictions may be amended with the written approval of 66% (2/3) of the lot owners.
4. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions, which shall remain in full force and effect.

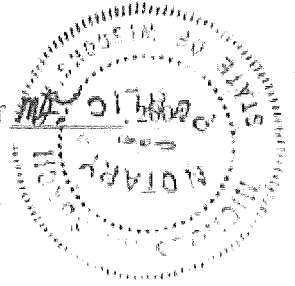
IN WITNESS WHEREOF the undersigned owners have caused this instrument to be executed as of the date and year first noted above.

Arnold Henderson 5-13-04  
Arnold Henderson Date

Marlene Henderson 5-13-04  
Marlene Henderson Date

State of Wisconsin  
County of Dunn

The foregoing instrument was executed by and acknowledged before me this 14th day of May by Arnold Henderson and Marlene Henderson.



Michael J. Rabbit  
Notary Public MICHAEL RABBIT  
State of Wisconsin  
Dunn County, WI  
Commission expires: 6/10/2007