

Pt. SW NW 26;
Pt. SE NE 27-27-13

Lots 1-11, Blk. 1
Lots 1-11, Blk. 2,
Lots 1-13, Blk. 3,
Lots 1-14, Blk. 4,
Outlot 1 in Blk. 2

311050 Outlots 1, 2 & 3, Blk. 4,
Dunn Ridge Estates, Subd.

**COPY FOR YOUR
INFORMATION**

REGISTER'S OFFICE

DUNN COUNTY, WISCONSIN

Received for record the 30th day

of October A.D. 1975

at 3:30 P.M. and recorded in

Vol. 254 of Records on page 94-124

Beverly Kistner, Deputy
D. SCHULTZ, Register of Deeds

**DECLARATION OF COVENANTS AND RESTRICTIONS
DUNN RIDGE ESTATES SUBDIVISION
AND ADDITIONS THERETO
DUNN COUNTY, WISCONSIN**

**THIS DECLARATION has been made on
July 7, 1975
by Eugene J. Trask and Michael F. Weber
OWNERS**

TABLE OF CONTENTS

	Page
PREAMBLE	v
ARTICLE	
I. DEFINITIONS	1
II. REAL PROPERTY SUBJECT TO THIS DECLARATION: "PROPERTIES"	2
Section 1. Existing Property	2
LEGAL DESCRIPTION Existing Property as of <u>July 7</u> , 1975 ...	2
Section 2. Additional Property	3
III. COMMON PROPERTIES	4
Section 1. Nature and Ownership of Common Properties	4
Section 2. Use and Enjoyment of Common Properties	5
Section 3. Protection and Preservation of Common Properties	6
Section 4. Transfer of Interests in Common Properties	6
IV. LOTS	8
Section 1. Land Use	8
Section 2. Lot Size and Division	8
Section 3. Type of Buildings	8

ARTICLE		Page
	Section 4. Dwelling Size	9
	Section 5. Placement of Buildings	9
	Section 6. Completion of Construction Work	9
	Section 7. Signs, Fences and Sundry Structures	10
	Section 8. Surface Drainage, Sanitary Facilities, Nuisances and Pets	10
	Section 9. Protective Maintenance of Lots	11
V.	ARCHITECTURAL AND ENVIRONMENTAL CONTROL	12
	Section 1. Purposes of Architectural and Environmental Control	12
	Section 2. Composition and Appointment of the Architectural and Environmental Control Committee	12
	Section 3. Powers and Functions of the Architectural and Environmental Control Committee	12
	Section 4. Construction of Improvement Permit	13
	Section 5. Liability of the Architectural and Environmental Control Committee	13
VI.	MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	14
	Section 1. Membership	14
	Section 2. Voting Rights	14

ARTICLE

Page

VII. MAINTENANCE ASSESSMENTS 15

Section 1. Creation of the Lien and Personal
Obligation of Assessments. 15

Section 2. Purpose of Assessments 15

Section 3. Basis and Maximum of General
Assessments 15

Section 4. Change in Basis and Maximum
of General Assessments 16

Section 5. Quorum for any Action Authorized
under Sections 5 and 6. 16

Section 6. Date of Commencement of Annual
Assessment; Due Dates 16

Section 7. Duties of the Board 17

Section 8. Effect of Non-Payment of
Assessment; The Personal
Obligation of the Owner; the
Lien, Remedies of Association 17

Section 9. Subordination of the Lien
to Mortgages 18

VIII. GENERAL PROVISIONS 19

Section 1. Utility Easements 19

Section 2. Association's Right of Entry 19

Section 3. Duration of the Covenants
and Restrictions 19

Section 4. Notices 19

Section 5. Enforcement 20

ARTICLE		Page
	Section 6. Severability	20
TABLE I	22

PREAMBLE

Subdivider is the owner of the real property described in Section 1 of Article II of this Declaration.

Subdivider desires to create on said real property and on such additions as may hereafter be made thereto (as provided in Section 2 of Article II hereof) a development known as DUNN RIDGE ESTATES, in accordance with a general plan or scheme, integrating residential lots, commercial property, recreational improvements, and permanent green areas or other open spaces.

Subdivider desires to provide for the protection of the values, amenities, and qualities in the development and for the maintenance, improvement, regulation and preservation of Common Properties (grounds and facilities) and, to this end, to subject the Properties in the development to the covenants, restrictions, easements, charges and liens set forth in this Declaration, each and every one of which pertains to said properties and is for the benefit of each future owner thereof and the Developer.

Subdivider has caused to be incorporated under the laws of the State of Wisconsin, as a nonprofit, membership corporation, DUNN RIDGE ESTATES PROPERTY OWNERS' ASSOCIATION, INC., and delegated and assigned to it the powers of maintaining, improving, regulating and preserving the Common Properties, administering and enforcing the covenants, restrictions, easements, and liens, and collecting and disbursing the assessment and charges hereinafter created.

Subdivider declares that the real property in the development, including such additions as may hereafter be made thereto (as provided in Section 2 of Article 1), is and shall be held, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration.

ARTICLE I

DEFINITIONS

The following words or phrases when used in this Declaration or any Supplementary Declaration of Covenants and Restrictions (unless the context shall prohibit) shall have the following meanings:

- (a) "Subdivider" shall mean and refer to Eugene J. Trask and Michael F. Weber.
- (b) "Association" shall mean and refer to Dunn Ridge Estates Property Owners' Association, Inc.
- (c) "Properties" shall mean and refer to all such existing property (as provided in Section 1 of Article II) and additions thereto from additional property (as provided in Section 2 of Article II) as are subject to this Declaration or any Supplementary Declaration of Covenants and Restrictions.
- (d) "Lot" shall mean and refer to any numbered lot shown upon any recorded final plat of the properties, or real estate not platted, but included within these covenants.
- (e) "Common Properties" shall mean and refer to those lands covered by these covenants and are intended to be devoted to the common use and enjoyment of the Owners.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee, or undivided fee, interest, or to a person or entity, which has an interest as a contract purchaser in any lot situated upon the properties, but shall not mean or refer to any person or entity who holds such interest merely as a security for the performance of an obligation.
- (g) "Member" shall mean and refer to any Owner who is a member of the Association.
- (h) "Board" shall mean and refer to the Board of Directors of the Association.

ARTICLE II

REAL PROPERTY SUBJECT TO THIS DECLARATION: "PROPERTIES"

Section 1. Existing Property

The real property which is and shall be held, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration is located in Dunn County, State of Wisconsin, and is more particularly described as follows:

LEGAL DESCRIPTION

Existing Property as of July 7, 1975

PLATTED LANDS

All lands included in the recorded plat of DUNN RIDGE ESTATES SUBDIVISION, Dunn County, Wisconsin, located in the West One-Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$), of Section Twenty-Six (26), the North One-Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-Six (26), and the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-Seven (27), all in Township Twenty-Seven (27) North, Range Thirteen (13) West.

UNPLATTED LANDS

The Southerly 800 feet of the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), of Section Twenty-Six (26), lying to the West of the platted lands of DUNN RIDGE ESTATES SUBDIVISION, and the Southerly 800 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$), of Section Twenty-Seven (27), lying to the West of the platted lands of DUNN RIDGE ESTATES SUBDIVISION, all in Township Twenty-Seven (27) North, Range Thirteen (13) West, Dunn County, Wisconsin, containing about 21.8 acres.

Subdividers do hereby certify that no part of the lands included in these covenants constitutes homestead land of either of the subdividers.

Section 2. Additional Property

Additional Property may become subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration.

Subdivider, their heirs, successors, and assigns shall have the right to bring within the general plan or scheme of this Declaration additional property in future stages of development. Additions, if any, shall comply with the standards set forth in this document.

The additions shall be subject to assessment for their just share of Association expenses.

Subdivider, their successors and assigns are not obligated to bring any additional property within the general plan or scheme of development.

Any additions authorized under this Section shall be made by recording a "Supplementary Declaration of Covenants and Restrictions" with respect to such additions, which shall extend the general plan or scheme of the covenants and restrictions of this Declaration to the lands added.

ARTICLE III

COMMON PROPERTIES

Section 1. Nature and Ownership of Common Properties

- (a) **General Provisions:** Unless expressly dedicated to the public, all common properties depicted on the recorded plat or otherwise included in these covenants are and shall remain private.

Subdivider covenants for itself, its heirs, successors and assigns:

- (i) To set aside certain lands as Common Properties as set forth in the plat to be recorded, or in Table I of these covenants;
 - (ii) To improve the Common Properties;
 - (iii) To open the Common Properties to the common use and enjoyment in conformity with Section 2; and
 - (iv) To convey, by a Warranty Deed, a fee simple title to the Common Properties to the Association, subject to the covenants, restrictions and easements of record, in accordance with the standards and timetable specified in the following subsections.
- (b) The title to the Common Properties Table I shall be conveyed when eighty per cent (80%) of the lands covered by these covenants have been sold.
- (c) Facilities (i.e., buildings or other improvements for maintenance, service or recreational purposes, with the tracts of land on which they are situated).
- (i) **Facilities on the Existing Property:** The type, location, and scheduled completion of facilities is outlined in Table I.
 - (ii) **Facilities on the Additional Property:** Subdivider shall have the right to establish and build facilities on any addition made from the additional property.

(iii) Discretionary Additional Facilities: Unless this Declaration provides to the contrary, the Association shall have the right subsequently to establish the following additional facilities as part of its Common Properties: Marina areas; swimming beaches, beach houses, and docks; game fields and trails; and equipment storage areas or sheds.

Unless this Declaration provides to the contrary, the Association shall have the right to expand any originally established facility, or reduce, reasonably modify the character of, close or remove, any originally or subsequently established facility.

(iv) Special Provisions regarding Operation and/or Disposition of Facilities on the Existing Property: In the event that the Association elects, by a vote of at least two-thirds (2/3rds) of its membership, to close or discontinue operation and maintenance of any facility originally established on the Existing Property (see Table I), any such facility shall revert to:

(1) The Subdivider, who shall have the option to continue operation and maintenance of the facility; or

(2) Should a facility be removed, the land on which it was situated shall become part of the common area, in which case such areas will be afforded maintenance and protection as set forth elsewhere in this document.

Section 2. Use and Enjoyment of Common Properties

Each and every member, his family members, and guests residing with him in his household, shall have the rights of the use and enjoyment of the Common Properties, subject to restrictions states in this Declaration and other reasonable regulations which the Board shall have the power to describe.

The Board and the assigns of the Association shall have the power to impose and collect reasonable fees for the use of those facilities for which a user-fee is deemed necessary. In the event that Subdivider or the Board elects to make certain facilities available for public use as well as

the use of members and guests of members, any fee schedules established for such facilities will be graduated to reflect preferential treatment in favor of: (1) Members and their immediate families; (2) Guests of Members; and (3) the general public, in that order.

The Board shall have the power to suspend a member's rights to use and enjoy the Common Properties for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the restrictions stated in this Declaration or its published regulations for the use, protection and preservation of the Common Properties.

Section 3. Protection and Preservation of Common Properties

For the duration of the covenants and restrictions set forth in this Declaration, the area of the Common Properties depicted in the final plats shall not be reduced by sale or development.

No person shall dump any garbage, trash or other refuse anywhere on the Common Properties, except in such places as may be designated for such purposes by the Board. Likewise, no person shall engage in any tree cutting, trail-making, burning, or like activity on the Common Properties; any such activity, if consistent with the purposes of this Declaration and in the interests of the development, shall be carried out only by persons specifically authorized by the Board.

No docks, piers, floats, slides, and the like shall be built or maintained anywhere along the shorelines or on the waters within the development, except those established and maintained by the Developer or the Association. Boats shall not be indiscriminately beached, but kept in places designated by the Subdivider or the Association.

The Board shall have the power to prescribe other reasonable regulations for protection and preservation of the Common Properties.

Section 4. Transfer of Interests in Common Properties

Subdivider and the Association shall have the right to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.

In the event that the Subdivider has mortgaged any of the Common Properties, it shall have satisfied such mortgages prior to conveyance of title to said properties to the Association.

ARTICLE IV

LOTS

Section 1. Land Use

Unless otherwise provided by this Declaration or designated on a final plat, all lots in the development shall be used for residential purposes only.

Property owners shall not cut more than twenty-five per cent (25%) of the dominant trees in the area lying between the building site and the boundaries of their property.

Section 2. Lot Size and Division

No lot shall be divided or redivided.

Section 3. Type of Buildings

Construction on all properties shall be limited to a single family residence, unless otherwise designated for multi-family or commercial use on the plat.

Only one outbuilding (detached garage, storage shed, or the like) may be erected and maintained on each lot in addition to the dwelling house. Such outbuilding shall not be erected prior to the completion of the exterior of the dwelling house; it shall conform in external appearance to the dwelling house and shall not be used for residential purposes.

Any building erected on any lot must have a full foundation, except that pole, post and beam construction may be permitted with the approval of the Architectural and Environmental Control Committee. The Architectural and Environmental Control Committee may exempt porches, sundecks and the like from the operation of this rule, if the design of the dwelling house or the topography of the lot makes such exemption desirable. Deck and porch supports and similar exposed structural members must conform in design and appearance to the main structure and be approved by the Architectural and Environmental Control Committee.

Section 4. Dwelling Size

No dwelling house shall be erected or maintained on any lot

(a) having a ground floor area of less than one thousand two hundred (1,200) feet in Blocks One (1), Two (2), or Three (3), or less than one thousand five hundred (1,500) feet in Block Four (4);

(b) having a minimum width of less than twenty-four (24) feet, unless otherwise approved by the Subdivider or the Architectural and Environmental Control Committee.

Porches, sun decks, basements, attics, attached garages, breezeways, carports, crawl-spaces, and the like shall be excluded from the calculation of ground floor or living space, as the case may be.

Section 5. Placement of Buildings

The following setback requirements shall govern the placement of buildings on lots: No building, porch, or projection shall be erected or maintained on any property closer than thirty (30) feet from the rear property line, nor closer than ten (10) feet from any side property line, nor closer than thirty-five (35) feet from any street line, except on those properties with pre-planned building sites designated by the Subdivider.

Whenever two or more contiguous lots in the development shall be owned by the same person, and such person shall desire to use two or more of them as a consolidated site for a single dwelling house, he shall apply to the Architectural and Environmental Control Committee for a permission to depart from the setback requirements along the internal lot lines of the consolidated site. If written permission for such a use shall be granted, and a building built in departure of the original setback requirements, the lots constituting the consolidated site shall be treated in other respects as a single lot for the purpose of applying this Declaration.

Section 6. Completion of Construction Work

All building exteriors, including exterior color, shall be completed within six (6) months from the date construction begins.

All exterior materials must be approved by the Subdivider or the Architectural and Environmental Control Committee.

Section 7. Signs, Fences and Sundry Structures

No signs other than a sign identifying the property and a "For Sale" sign shall be displayed on any lot.

Identification signs shall not exceed two (2) square feet in size and shall be constructed of natural materials and/or finished in natural color.

"For Sale" signs shall be displayed only with the permission and under the supervision of the Subdivider or the Architectural and Environmental Control Committee.

Every tank for the storage of fuel that is installed outside any building on any lot shall be either buried below the surface of the ground or screened and painted, to the satisfaction of the Committee, by fencing or shrubbery.

Boundary fences on individual properties shall be prohibited, except as approved by the Architectural and Environmental Control Committee.

Section 8. Surface Drainage, Sanitary Facilities, Nuisances, and Pets

The natural surface drainage patterns of any lot shall not be changed by grading, damming, filling, or installing of conduits, except with the permission of the Architectural and Environmental Control Committee.

No outdoor toilet shall be erected or maintained on any lot.

No part of any lot shall be used for dumping or garbage, trash, or refuse of any kind, except that debris may be temporarily present in connection with construction work.

No animals shall be kept or maintained on any lot, except the usual household pets; and, in such cases, the pets shall be so kept and maintained as not to become an unreasonable annoyance or nuisance to other residents in the development by reason of movement, noise, or odor.

Section 9. Protective Maintenance of Lots

Every Owner shall have the responsibility of maintaining his lot so as to prevent surface erosion, growth of noxious weeds, fire hazards, improper operation or condition of wells and sewage disposal systems, and the like.

In the event that an Owner shall fail to exercise the responsibilities outlined above, the Association, through its agents or employees, shall have the right to enter upon said lot and abate any of the above conditions. The cost of any such action shall be added to and become a part of the Owners' annual maintenance assessment.

ARTICLE V

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

Section 1. Purposes of Architectural and Environmental Control

Architectural and environmental control is hereby established for the purpose of protecting and preserving to the extent feasible the values, amenities, and qualities in the development.

Architectural and environmental control shall be exercised by the Architectural and Environmental Control Committee of the Association.

Section 2. Composition and Appointment of the Architectural and Environmental Control Committee

The Architectural and Environmental Control Committee shall be composed of three individuals who need not be members of the Association.

The members of the Committee shall be appointed by the Board to serve at the pleasure of the Board.

Two members of the Committee shall constitute the quorum for the exercise of the Committee's business.

Section 3. Powers and Functions of the Architectural and Environmental Control Committee

The Architectural and Environmental Control Committee shall have the powers and functions conferred upon it by this Article and other provisions of the present Declaration and any Supplementary Declaration of Covenants and Restrictions, as well as such other powers and functions as the Board may confer upon it from time to time.

Section 4. Construction of Improvement Permit

No construction or improvement involving modification of the overall appearance of any lot or any area to be developed shall be commenced without a permit issued by the Architectural and Environmental Control Committee.

At least fifteen (15) days before the contemplated commencement of any such construction or improvement, the Owner(s) of the lot(s) area shall submit, or cause to be submitted to the Committee a written application for a permit. The application shall be accompanied by two (2) complete sets of plans and specifications for the proposed division, construction, or improvement. The plans shall include lot (area) plans showing the location of all structures or improvements existing on the lot (area) and the location of the proposed construction or improvement. The plans and specifications for construction or improvement shall also depict the elevation of any buildings or structures, set forth the type and color of all exterior materials proposed, and indicate the extent to which trees are to be cut and the topography of the lot (area) transformed.

The Committee shall render its decision regarding the permit within ten (10) days after receipt of the application and after examining the plans and specifications and viewing the proposed site.

Section 5. Liability of the Architectural and Environmental Control Committee

Neither the Architectural and Environmental Control Committee nor any agent thereof, nor the Subdivider, nor the Association, shall be responsible in any way for any defects in any plans, specifications, or other supporting materials submitted to it, nor for any defects in any work done according thereto.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership

Every person or entity who is a record owner of a fee, or undivided fee, interest, or who shall have an interest as a contract purchaser in any lot or other property which is subject by covenants or record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights

The Association shall have one (1) class of voting membership.

ARTICLE VII

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

Each Owner of a lot, other than the Subdivider, by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association general assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot or other property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

In lieu of payment of assessments, the Subdivider has covenanted to set aside, improve, and convey the Common Properties as provided in Article III.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, and in particular, for the improvement and maintenance of the Common Properties devoted to this purpose and services related to the use and enjoyment of the Common Properties and of the lots.

Section 3. Basis and Maximum of General Assessments

The general assessment shall be Fifty Dollars (\$50.00) per lot or other property per year.

From and after January 1, 1977, the general assessment may be increased or decreased by vote of the members, as hereinafter provided

for the next succeeding three (3) years and at the end of such period of three (3) years for each succeeding period of three (3) years.

The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual general assessment for any year at a lesser amount.

Section 4. Change in Basis and Maximum of General Assessments

Subject to the limitations of Section 3 and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of each member who is voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum for any Action Authorized under Sections 5 and 6

The quorum required for any action authorized by Sections 5 and 6 shall be as follows:

At the first meeting called as provided in Sections 5 and 6, the presence at the meeting of members, or of proxies, entitled to cast thirty per cent (30%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessment; Due Dates

The annual assessments shall commence on the first (1st) day of May following the date of purchase and shall be due annually on May first (1st) thereafter.

Section 7. Duties of the Board

The Board shall fix the date of commencement and the amount of the assessment against each lot or other property for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots or other property and assessments applicable thereto which shall be kept in the Office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The board, upon demand and payment of a service fee of not more than One Dollar (\$1.00) shall at any time furnish to any Owner liable for said assessment a certificate, in writing, signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association

Any assessment not paid on the date when due (being the date specified in Section 6) shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title, unless expressly assumed by them.

Any assessment not paid within thirty (30) days after the delinquency date shall bear interest from the date of delinquency at the rate of nine per cent (9%) per annum, and the Association may bring an action against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the Complaint in such action, and in the event a Judgment is obtained, such Judgment shall include interest on the assessment, as above provided, and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages

The lien for the assessments shall be subordinated to the lien of any mortgage or contract seller's interest now or hereafter placed upon any lot or living unit subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Utility Easements

Easements for utility lines shall, as much as practicable, follow roads and/or property lines, and whenever practicable be placed underground, so as to minimize destruction of trees and modification of topography, and not to impair development, use and enjoyment of any lot or other property.

Any utility cable or line that arrives to any lot or other property underground shall be continued underground across such lot or other property or to the terminal connections thereon.

The Board shall have the power to designate and convey to utility companies, utility easements over any part of the Common Properties.

Section 2. Association's Right of Entry

Persons appointed or hired by the Board to exercise the powers, duties, or functions of the Association shall have the right to come upon any lot for the purpose of exercising these powers, duties and functions, with reference to such a lot or other property.

Section 3. Duration of the Covenants and Restrictions

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 the Association, any Owner, their respective heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded.

After the expiration of said twenty-five (25) year term, the Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then-Owners of two-thirds (2/3rds) of the lots has been recorded, agreeing to terminate or modify the Covenants and Restrictions. However, no such agreement to terminate or modify shall be effective unless made and recorded three (3) years in advance of the effective date of such termination or modification

and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 4. Notices

Any notice required to be sent to any member of Owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 5. Enforcement

Enforcement of the Covenants and Restrictions of this Declaration shall be by any 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 and against the land to enforce any lien created by this Declaration. Failure by the Association or any Owner to enforce any Covenant or Restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability

Invalidation of any one of these Covenants or Restriction shall in no way affect any other provisions, which shall remain in full force and effect.

TABLE I

DUNN RIDGE ESTATES FACILITIES

DESCRIPTION AND SCHEDULE

Facility	Location	Description of Facility	Time of Conveyance to Property Owners' Association	Available For Use
(1) Tennis Courts	Common Area-Recreation (Outlot One (1), Block Two (2))	Two (2) surfaced official-size tennis courts with regulation line markings, backstops, net posts, and nets.	When 80% in area of residential lands are sold.	Not more than ninety (90) days following conveyance to Property Owners' Association.
(2) Softball Field	Common Area-Recreation (Outlot One (1), Block-Two (2))	Official size softball field with pitcher's mound, home plate, bases and mesh backstop.	When 80% in area of residential lands are sold.	Not more than ninety (90) days following conveyance to Property Owners' Association.

TABLE I
DUNN RIDGE ESTATES FACILITIES
DESCRIPTION AND SCHEDULE

Facility	Location	Description of Facility	Time of Conveyance to Property Owners' Association	Available For Use
Baseball Field	Common Area-Recreation (Outlot One (1), Block Two (2))	Official size baseball field with pitcher's mound, home plate, bases and mesh backstop.	When 80% in area of residential lands are sold.	Not more than ninety (90) days following conveyance to Property Owners' Association.
Outdoor Basketball Court	Common Area-Recreation (Outlot One (1), Block Two (2))	Basketball court with two (2) official size backboards, hoops and baskets.	When 80% in area of residential lands are sold.	Not more than ninety (90) days following conveyance to Property Owners' Association.

TABLE I

DUNN RIDGE ESTATES FACILITIES

DESCRIPTION AND SCHEDULE

Facility	Location	Description of Facility	Time of Conveyance to Property Owners' Association	Available For Use
(5) Ski Hill and Winter Sports Area	Common Area-Recreation (Outlot One (1), Block Four (4))	A hillside suitable for skiing, toboggoning, and sledding, and other winter activities.	When 80% in area of residential lands are sold.	Immediately upon purchase of any lands covered by these covenants.
(6) Riding Trails	Unplatted Lands included in these covenants.	Groomed trails throughout the development suitable for horseback riding, snowmobile trail riding, and hiking.	When 80% in area of residential lands are sold.	Immediately upon purchase of any lands covered by these covenants.

TABLE I

DUNN RIDGE ESTATES FACILITIES

DESCRIPTION AND SCHEDULE

Facility	Location	Description of Facility	Time of Conveyance to Property Owners' Association	Available For Use
(7) Picnic Area	Common Area-Recreation (Outlet One (1), Block Four (4))	Picnic area consisting of picnic tables, charcoal grills, and parking area.	When 80% in area of residential lands are sold.	Not more than (90) days following conveyance to Property Owners' Association.
(8) Walkways	Common Area-Walkways (Outlet Two (2), Block Four (4) and Outlet Three (3), Block Four (4))	Walkways for access purposes	When 80% in area of residential lands are sold.	Not more than (90) days following conveyance to Property Owners' Association.

NOTES TO TABLE I

- (1) Subdivider agrees and guarantees to commence construction of the above amenities upon the sale of fifty per cent (50%) of the lands covered by these covenants. A Land Contract or first Mortgage held by Subdivider will not be considered a sale for the purposes of this guarantee until such contract is paid in full.