DOCUMENT NO.

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 20th day of July, 2004, by the undersigned owners ("OWNERS").

## WITNESSETH:

**WHEREAS**, the Owners of the real property described in Paragraph 1 of this Declaration, are desirous of subjecting the real property described in said paragraph 1 to the covenants, conditions restrictions and reservations hereinafter set forth for the benefit of each owner of any part thereof;

THIS SPACE RESERVED FOR RECORDING DATA

514223

DUNN COUNTY, WI REGISTER OF DEEDS JAMES M. MRDUTT

RECORDED ON 07/20/2004 04:15PM

REC FEE: 15.00 TRANS FEE: FEE EXEMPT #:

PAGES: 3

Po \$15.00

RETURN TO:

SCHOFIELD & HIGLEY, S.C. 700 WOLSKE BAY ROAD

MENOMONIE, WI 54751

Parcel Identification Number (PIN)

**NOW, THEREFORE**, Owners hereby declare that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the covenants, conditions, 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.

1. **Property Subject To This Declaration**. The following property shall be subject to this Declaration:

Lot 1 – 4 inclusive of Certified Survey Map No. 2980, recorded in Volume 13, Page 140, as Document No. 513854, being a part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Fourteen (14), Township Twenty-nine (29) North, Range Thirteen (13) West, TOWN OF SHERMAN, Dunn County, Wisconsin.

- 2. **General Purpose.** The purpose of this Declaration is to insure the best use and most appropriate development and improvement of lots; to protect owners of lots against such use of surrounding building sites as will detract form the residential value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed, built or proportioned 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 thereby to preserve and enhance the value of investments made by purchasers of lots.
- 3. Land Use. No lot shall be used except for single family residential purposes; and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, a private garage for not more than three cars and barn or hobby building.
- 4. **Mobile Homes.** No trailer, mobile home or doublewide modular home shall be placed on the above-described property, neither as real estate nor as personal property.
  - 5. Camping. No camping in excess of seven (7) consecutive days shall be permitted on any lot.
- 6. **Completion of Construction Work.** All building exteriors, including exterior color, shall be completed within twelve (12) months from the date construction begins. All building exteriors, exclusive of brick or stone, shall be stained or painted in a natural color compatible with the landscape. The following exterior colors are permitted: earth tones, gray, tan, brown, white, cream and dusty blue.

- 7. **Pets.** No animals shall be kept or maintained on any lot except the usual household pets, and in such cases, the pets shall be neutered or spayed and so kept and maintained as not to become an annoyance or nuisance to other residents in the development by reason of movement, noise or odor. In addition no more than three (3) large farm animals, as commonly defined, but not including swine, may be kept. Appropriate shelter shall be provided.
- 8. **Temporary Structures.** No structure of a temporary character, mobile home, trailer, basement, shack, garage, barn, or other outbuilding shall be permitted to remain or be sued on any lot at any time as a residence either temporarily or permanently, except during home construction.
- 9. **Signs.** No professional sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 10. **Non-operating and/or Non-registered Vehicles**. No non-operating and/or non-registered vehicles shall be stored or remain on the lot unless stored within a structure, or out of public view behind a vegetative screen.
- 11. Architectural Control. No building or other permanent structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Land Use and Building Design Committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.
- 12. Land Use and Building Design Committee. The Land Use and Building Design Committee is composed of Rodney Hildahl and Kathleen Hildahl. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as neither Rodney Hildahl nor Kathleen Hildahl own a lot, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
- 13. **Approval Procedure.** The Land Use and Building Design Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the constructions has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- 14. **Duration of 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 any owner, their respective heirs, successors and assigns for a term of twenty-five (25) years form 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 their then owners of two-thirds (2/3) of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.
- 15. **Enforcement.** 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.
- 16. **Severability.** 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 set their hands and seals the day and year first above written.

Rodney D. Hildahl

Kathleen S. Hildahl

Subscribed and sworn to before me this

day.of July, 2004.

Notary Public, State of Wisconsin My commission expires 1-03-05

Subscribed and sworn to before me this day of July, 2004.

Notary Public, State of Wisconsin

My commission expires 1-03-05

Drafted by:

John K. Higley, Atty. Schofield & Higley, S.C. 700 Wolske Bay Rd., #100 Menomonie, WI 54751