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**DECLARATION OF COVENANTS AND
RESTRICTIONS**

Document Number

Document Title

651458

**DUNN COUNTY, WI
REGISTER OF DEEDS
HEATHER M. KUHN**

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PAGES: 6**

Lots 1, 2, 3 and 4 of Certified Survey Map No. 4684 recorded in Volume 23 of Records, Page 124 of Survey Maps, as Document No. 647837, being all of Lot 6 and a Part of Lot 5, Certified Survey Map No. 1418 recorded in Volume 5, Page 218 of Survey Maps, Located in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), Section Twenty-eight (28), Township Twenty-eight (28) North, Range Thirteen (13) West, Town of Menomonie, Dunn County, Wisconsin.

Recording Area

Name and Return Address

Laura R. Loonstra
E4139 County Road P
Menomonie, WI 54751

Parcel Identification Number (PIN)

17016-2-281328-330-0005;
17016-2-281328-330-0006;
17016-2-281328-330-0007;
17016-2-281328-330-0008

Page 1 of 6

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 28th day of April, 2021 by Albrigala, LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Declarant";

WHEREAS, the Declarant is the owner of real estate situated in Dunn County, Wisconsin and described as Lots 1, 2, 3 and 4 of Certified Survey Map No. 4684 recorded in Volume 23 of Records, Page 124 of Survey Maps, as Document No. 647837, being all of Lot 6, and a part of Lot 5, Certified Survey Map No. 1418 recorded in Volume 5, Page 218 of Survey Maps, Located in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼), Section Twenty-eight (28), Township Twenty-eight (28) North, Range Thirteen (13) West, Town of Menomonie, Dunn County, Wisconsin; and

WHEREAS, the Declarant desires to subject the above described real estate to certain conditions, restrictions, covenants, and charges for the benefit of said real estate and its present and future owners as hereinafter set forth.

NOW THEREFORE, Albrigala, LLC does hereby impose upon the above described real estate the following conditions, restrictions, covenants, and charges that shall run with the land and be binding upon and inure to the benefit of the owners of said land, the heirs, their executors, administrators, Personal Representatives, successors, and assigns:

1. Area of Application. The covenants set forth herein shall apply to the above described real estate.
2. Land Use. No lot shall be used except for single family residential purposes; each lot shall be used exclusively for residential purposes.
3. Subdividing Lots. No lot shall be divided, sub-divided or re-divided so as to allow more than one dwelling per lot (as originally surveyed). If more than one lot is used as a building site, then the owner must file/record the necessary documents, at the office of the Dunn County Register of Deeds, to revise the certified survey to reflect only one lot prior to the issuance of a building permit.
4. No Camping. No camping shall be permitted on any portion of the lot prior to the construction of a dwelling thereon.
5. Erosion Control. Appropriate erosion control measures shall be taken throughout the construction process. They include but are not necessarily limited to the use of erosion control fences, wood fiber silt logs, staked hay bales, wood fiber or straw blankets, seeding and/or much. Other techniques or combinations of the above may be used. The erosion control measures shall be maintained throughout construction and until such time as the area has a permanent seeded or sodded cover established. Erosion control measures shall stay in place until permanent grass is 70% established.
6. Temporary Site Stabilization. Any disturbed site areas or soil piles that remain "inactive" for greater than 7 days shall be stabilized with temporary stabilization measures such as soil treatment, temporary seeding or mulching. For purposes of this subsection, "inactive" means

that no site grading, landscaping or utility work is occurring on these areas of the construction site and that precipitation events are not limiting these activities. Frozen soils are not considered stabilized and do not exclude the site from this requirement. Areas that are not permanently seeded and stabilized prior to September 1, shall be seeded and mulched with a temporary seeding of winter wheat and/or rye at Two (2) Bushels per acre or Annual Rye Grass at Twenty (20) pounds per acre.

7. Type of Dwelling. The finished above grade or ground, gross living area of the main dwelling structure, exclusive of porches, sun decks, basements, attics, attached garages, breezeways, carports and crawl spaces, shall not be less than:

- 1,200 square feet for a one-story dwelling;
- 1,800 square feet for a two-story dwelling;
- 1,000 square feet on the upper level of a bi-level dwelling;
- 1,200 square feet on the upper two levels of a tri-level or split-level dwelling

No home shall exceed 2-1/2 stories in height above grade or ground. All roofs must have a roof pitch of a minimum of 4/12 (four (4) feet of rise for every twelve (12) feet of run) or steeper.

8. Home Types. No trailers, mobile homes, single wide, double wide, manufactured homes, pole shed type homes or homes with an appearance of pole shed type siding shall be permitted on any lot, either as real estate or as personal property. No house shall be moved in on any lot.
9. Detached Structures. All detached structures must be consistent in design materials and color with the dwelling on the lot. Exteriors shall not be finished with used and/or recycled materials. All roofs must have a roof pitch of a minimum of 4/12 (four (4) feet of rise for every twelve (12) feet of run) or steeper. All detached structures shall not exceed a combined total of 4,800 square feet. No individual detached structure shall exceed 2,400 square feet.
10. Completion of Construction Work. All building exteriors, including permanent siding and/or exterior color, shall be completed within twelve (12) months from the date construction begins.
11. Temporary Structure. No structure of a temporary character, recreational vehicle, travel trailer, trailer, basement, shack, garage, barn or other outbuilding shall be used on any lot as a permanent residence. Except job trailers and construction trailers are allowed during the construction of a new residence AND except recreational vehicles or travel trailers are allowed as a residence during construction of a new and permanent residence; however, all excepted uses shall cease within twelve (12) months from the date construction begins.
12. Landscaping. Within twelve (12) months of the start of construction, the lot shall be graded and landscaped. All owners are responsible for the proper care and maintenance of their respective lots including, but not limited to, cutting grass, weed cutting, trimming bushes and shrubbery.
13. Rubbish and Garbage. No part of any lot shall be used for dumping garbage, trash or refuse of any kind. All rubbish, debris, and garbage shall be stored in enclosed containers not visible from the street (except in times of garbage collection) or stored or maintained in enclosed containers located entirely within the garage or basement. Debris may be temporarily present in connection with construction work but must be secured to prevent such debris being blown onto adjacent or nearby lands.

14. Nuisances. No noxious or offensive activity shall be carried on upon any lot or portion of a lot or anything done on any lot which may be or become a nuisance to neighbors or the neighborhood.
15. Animals. Pets and/or animals shall be kept and maintained so as to not become a nuisance to other residents in the neighborhood by reason of movement, noise or odor. No more than a maximum of three (3) dogs and three (3) cats may be kept on a lot. No swine may be raised, bred or kept for any purpose or permitted on a lot. No licensed dog kennels shall be permitted on a lot. No animals shall be kept for commercial purposes. No more than a maximum of five (5) livestock animal units are allowed on a subject lot or combined lots, as calculated below:

ANIMAL UNIT CALCULATOR		
Livestock Type		Animal Unit Factor
Dairy Cattle	Milking and Dry Cows	1.4
	Heifers (800 lbs. to 1200 lbs.)	1.1
	Heifers (400 lbs. to 800 lbs.)	0.6
	Calves (up to 400 lbs.)	0.2
Beef Cattle	Steers or Cows (up to 600 lbs.)	1.0
	Calves (less than 600 lbs.)	0.5
	Bulls (each)	1.4
Veal Calves	Per Animal	0.5
Turkeys	Per Bird	0.5
Ducks	Per Bird	0.5
Sheep	(each)	1.0
Goats	(each)	1.0
Llamas	(each)	1.0
Alpacas	(each)	1.0
Horse or Pony	(each)	1.0

Chickens: No more than twelve (12) hens are allowed on each lot. No roosters are allowed. There shall be no outside slaughtering of chickens. All chickens must be kept, at all times, in a secure enclosure. Enclosures must be situated at least twenty-five (25) feet from the nearest neighbor's residence. Enclosures must be kept in a neat and sanitary condition, at all times, and must be cleaned on a regular basis so as to prevent offensive odors and all chicken feed must be stored in rodent-proof containers.

16. Fences. Lot owner is responsible to obtain required county fence permits. Lot owner is responsible for all fence construction and maintenance costs. Albrigala, LLC will not be responsible for or share in any fence related costs.

17. Fuel Tanks. No tank for storage of fuel shall be maintained above the surface of the ground unless it is permanently shielded from view by shrubs or a fence. Underground fuel storage tanks are prohibited.
18. Signs. No sign of any kind shall be displayed to the public view on any lot, with the following exceptions:
- 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;
 - Signs used by a builder or broker to advertise the property during the construction and sales period.
19. Future City Water and Sewer. If city water and sewer becomes available to any of the lots, in the future, the lot owner must pay the assessment that the City of Menomonie assesses. The lot owner cannot object or fight the assessment with the City. Albrigala, LLC is not responsible for costs on any lot that they do not own.
20. Future Annexation. If the subject property is ever annexed to the City of Menomonie, in the future, the lot owner will not object.
21. Amendments. Albrigala, LLC may amend these covenants from time to time as deemed necessary. Such amendments shall take effect when executed by Albrigala, LLC and filed/recorded at the office of the Dunn County Register of Deeds.
22. Enforceability of Covenants. The covenants and restrictions set forth in 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, Personal Representatives, and assigns.
23. 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.
24. 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.

Dated this 28th day of April, 2021.

ALBRIGALA, LLC

Laura R. Loonstra (SEAL)
Laura R. Loonstra, Member

Brian F. Hofland (SEAL)
Brian F. Hofland, Member

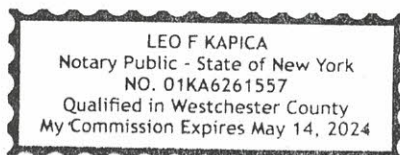
STATE OF WISCONSIN)
)ss.
DUNN COUNTY)

Personally came before me this 3rd day of May, 2021, the above named
Laura R. Loonstra, to me known to be the persons who executed the foregoing instrument and
acknowledged the same.

Christine Soules
Christine Soules, Notary Public
Dunn County, Wisconsin
My commission ☒ (Expires) December 28, 2022

STATE OF NEW YORK)
)ss.
WESTCHESTER COUNTY)

Personally came before me this 28th day of April, 2021, the above named
Brian F. Hofland, to me known to be the persons who executed the foregoing instrument and
acknowledged the same.



Leo Kapica, Notary Public
Westchester County, New York
My commission ☒ (Expires) 05/14/2024

This instrument drafted by:
Laura R. Loonstra and Brian F. Hofland, Members of Albrigala, LLC