

**DECLARATION OF COVENANTS AND RESTRICTIONS**

Document Number

Document Title

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DUNN COUNTY  
REGISTER OF DEEDS  
JAMES M. MRDUTT  
RECORDED ON

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Name and Return Address

JENNIFER A. O'NEILL  
BAKKE NORMAN, S.C.  
P.O. BOX 399  
SPRING VALLEY, WI 54767  
*ROGER SUMMERS  
E 7001 ST PAUL  
Menomonie, WI 54751*

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(Parcel Identification Number)

Document Drafted by: Attorney Jennifer A. O'Neill, Bakke Norman, S.C., P.O. Box 399, Spring Valley, Wisconsin 54767

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
ECHO VALLEY ESTATES**

This Declaration is made this 7th day of July, 2003, by Roger C. Cummings and Judith M. Cummings, husband and wife and each in their own right, hereinafter "Owners."

**WHEREAS**, the Owners of the real property described in Paragraph 1 of this Declaration desire to subject said real property to the covenants, conditions, restrictions, and reservations set forth below for the benefit of said real property as a whole and for the benefit of each owner of any part thereof;

**NOW, THEREFORE**, Owners declare the real property described in Paragraph 1 shall be used, held, transferred, sold, and conveyed subject to the covenants, condition, restrictions, and reservations set forth herein, which shall inure to the benefit of and pass with said real property, or any part thereof, and shall bind all successors in interest.

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

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section Thirty-one (31), EXCEPT those parcels set forth in Volume 303, Page 179 and Volume 878, Page 263; AND the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirty-two (32), EXCEPT that parcel set forth in Volume 301, Page 396; ALL IN Township Twenty-seven (27) North, Range Twelve (12) West, Town of Dunn, 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 from 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 preserve and enhance the value of investments made by owners of said lots.
  3. **Land Use:** No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling; a private garage for not more than three (3) vehicles; and one additional outbuilding not to exceed 624 square feet in size. Any detached garage or additional outbuilding shall be of the same design and materials as the dwelling house. No trailer, mobile home, or doublewide modular home shall be placed on any lot as real estate. All reasonable and appropriate measures shall be taken to preserve dominant trees on all lots.
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4. **Subdivision:** No lot may be further divided or subdivided.
  5. **Completion of Construction:** Excavation of all buildings shall commence within two (2) years from the date of transfer of a lot from Owners to a purchaser. All building exteriors, including exterior color, shall be completed within twelve (12) months from the start of excavation. All building exteriors, exclusive of brick, stone, or stucco, shall be stained or painted in a natural color compatible with the landscape. All dwellings shall be of quality workmanship and materials. Dwellings need not have full basements.
  6. **Temporary Structures:** No structure of a temporary nature, mobile home, trailer, basement, shack, garage, barn, or other outbuildings shall be permitted to remain or be used on any lot at any time.
  7. **Camping:** No camping shall be permitted on any lot.
  8. **Pets:** No animals shall be kept or maintained on any lot except usual household pets. No hoofed animals shall be kept as pets. Kennels are allowed for single pets only. All pets shall be kept clean at all times and maintained as to not become an annoyance or nuisance to other residents by reason of activity, noise, or odor.
  9. **Signs:** No professional sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot; one (1) sign of not more than five (5) square feet advertising the property for sale or rent; or one (1) sign used by a builder to advertise the property during the construction and sale period.
  10. **Nuisances:** No noxious or offensive trade or activity shall be carried out on any lot, nor shall any action or condition exist which may be or become an annoyance or a nuisance to the neighbors or neighborhood, including diversion of surface water. There shall be no dumping of trash or other refuse of any kind on any part of any lot, except for temporary construction debris. All rubbish, debris, and garbage shall be stored in enclosed containers not visible from any road, street, or adjoining property.
  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 without similar approval.
  12. **Land Use and Building Design Committee:** The Land Use and Building Design Committee is composed of Roger C. Cummings and Judith M. Cummings. A majority of 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 members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to compensation for services performed on
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behalf of the committee. At any time, 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 shall be in writing and provided within thirty (30) days after submission of plans and specifications. If written approval or disapproval is not received within said thirty-day time period, all plans and specifications are presumed approved.
14. **Duration of Covenants and Restrictions:** The covenants and restrictions in this Declaration shall run with the land and be binding upon all owners, their respective heirs, successors and assigns for a term of ten (10) years from the date this Declaration is recorded. After the expiration of said ten-year period, the covenants and restrictions shall be automatically extended for successive ten-year periods for a total duration of thirty (30) years. However, at any time after the initial ten-year period, two-thirds (2/3) of the owners of the lots may agree to and sign a written instrument terminating or modifying the covenants and restrictions, which instrument must then be recorded.
15. **Enforcement:** Enforcement of the covenants and restrictions of this Declaration shall be by a proceeding at law or in equity, commenced by Owners, their successors or assigns, against any party violating or attempting to violate any such covenant or restriction to restrain any 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 the day and year first above written.

  
Roger C. Cummings

  
Judith M. Cummings

