

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This declaration, made by Keith Benedict, hereinafter referred to as "Declarant," on the date and year indicated on the last page of this document.

### WITNESSETH

**WHEREAS**, Declarant is the owner of real property described in Article II, Section 1 of this declaration and desires to create thereon, residential building lots; and,

**WHEREAS**, Declarant desires to provide for the preservation of values and amenities of said building lots, and to this end, desires to subject the real property described in Article II, below, to covenants, conditions, restrictions, and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner of said residential lots thereof, and,

**WHEREAS**, Declarant has deemed it desirable for the pleasure and recreation of the owners of said building lots referred to in Article II below that, if, in the event that 75% of the owners of said building lots, deem it advisable and beneficial to form and create an agency or association to which should be delegated and assigned the power to attend to and effectuate the covenants, conditions, restrictions, and easements set forth herein, and to enforce the covenants, conditions, restrictions, and easements herein, and if 75% of said lot owners so desire to form an association, the same shall be allowed and acquiesced to by the Declarant herein.

**NOW, THEREFORE**, Declarant declares that the real property described in Article II below is, and shall be held, transferred, sold, conveyed and occupied, subject to the conditions, restrictions, easements, and reservations contained here and after (sometimes referred to as covenants and restrictions) which said covenants and restrictions shall run with the land and be binding on all parties having any right, title and interest in the hereinafter described properties, or any part thereof, and said covenants and restrictions shall be binding upon said owners, heirs, successors, or assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I – DEFINITIONS

1. **Declarant** shall mean and refer to Keith Benedict.
2. **Declaration** shall mainly refer to this declaration of covenants, conditions, restrictions, and any amendments thereto.
3. **Lot** shall mean and refer to a single residential building lot within the property described in Article 2 below. Each lot is designated on the County Plat referred in Article II below.

4. **Owner** shall mean and refer to every person or entity who is the beneficial owner of a free or undivided fee interest in any lot which is subject to this declaration, including contract buyers, but excluding those having such interest merely as security for performance of an obligation.

## **ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION**

### **Section 1**

Declarant is the sole owner in fee simple of that property described as Lots 1 thru 14 of North Riverside Subdivision, as recorded in Volume 8 of Plats, pages 1 & 2, in the office of the Register of Deeds for Bayfield County, on February 10, 2004, as Document Number 2004R-489270.

## **ARTICLE III – PROPERTY RIGHTS**

### **Section 1 – Easement**

Subject to the provisions of any future land owner's agency, or association or, other entity, created by 75% of the owners of the residential lots referred to above, there shall exist the following easements:

1. Declarant for himself, his heirs, successors, assigns, and licensees, reserves a perpetual easement of 10 feet along the rear line of all lots referred to above, together with an easement of 15 feet in width along both sides of all road right-of-ways and such an easement 7 ½ feet in width along the side lines of said lots, together with the right of ingress and egress thereon for the installation, operation, maintenance and servicing of utility extensions, including electricity and telephone, cable television, gas or other utility lines and for drainage ditches and appurtenances thereto, together with the right to trim, cut or remove any structure, trees, or brush necessary for the above purposes.

Where an owner of two or more lots, the sides of which adjoin, constructs a building which crosses over or through a common lot side line prior to the installation of any utility lines across such easement, said consolidated lot shall not be subject to the aforementioned 7 ½ foot easement along the line common to both lots.

Where a lot shall be acquired by the owner of lots adjoining it on both sides and shall apportion a portion of said lot to such adjoining lots, the easements across the sides of the lots involved shall shift to a 7 ½ foot strip along the sides of each newly constituted lots.

The owners of lots within the development shall have no cause of action against Declarant, or his licensees, either at law or in equity by reason of any damage caused said lots in the installation, operation or maintenance of above-mentioned utilities, except in cases of gross negligence.

#### **ARTICLE IV – USE RESTRICTIONS**

##### **Section 1**

Use of property in addition to any other restrictions which may be imposed by this declaration or rules promulgated there under, or as amended by the Declarant, or by appropriately formed agency or association by 75% of the owners of said building lots, the use and conveyance of the property shall be governed by the following provisions:

1. Each lot shall be held, conveyed, encumbered, leased, used and occupied, subject to all conditions, covenants, restrictions, uses, limitations, and obligations expressed in this declaration. All such covenants and obligations shall be deemed to run with the land and be a burden and benefit to the Declarant, its grantees, successors, and assigns, and to any person acquiring or owning interest in the property described above, their heirs, personal representative, grantees, successors and assign. All owners, occupants, and their entrants, shall use the property in such a manner as will not unduly restrict, interfere with or impede the use thereof by other owners or occupants.
2. There shall be no further subdivision of any of the lots referred to above. However, lots may be divided to increase the size of adjoining lots, but each such enlarged lot shall be considered one lot only. No lot may be divided to result in a lot smaller than the original lot unless combined as set forth above.
3. All lots herein described and referred to above, shall be used for single family residential purposes.
4. All building plans and types of materials must comply with any existing local building codes in force at the time of construction before any construction is commenced.
5. No building may be erected on any lot prior to the erecting of a dwelling house, or at the same time as. No accessory, basement or temporary building shall be constructed or erected on said lots unless built of solid or permanent materials. No open basements or foundations shall remain unenclosed without permanent sub-flooring for more than 3 weeks. The exteriors of all buildings must be completed within 6 months from the date construction commences. Open pier foundation type construction shall not be permitted without prior permission.

6. Minimum single-family residence living space on ground or first floor shall be 750 square feet, exclusive of porches, projections and garages. No porch or projection or other part of any building shall extend nearer than 30 feet from any road right-of-way; nor nearer than 10 feet from the side property line; nor nearer than 30 feet from the rear line. All construction must comply with the Bayfield County Zoning Ordinances.
7. All exterior siding, roofing materials and fencing shall be of natural or earth tone colors only. All buildings must be roofed with natural or earth tone color textured asphalt roofing material, cedar shingles, shakes, or similar colored metal roofing materials. Loud or bright colors that would be out of harmony with the environment shall not be allowed.
8. Garages or carports must be maintained and conform in their external appearance to the residence constructed on said lot.
9. No motor homes, campers, or recreational vehicles may be used for permanent residence upon the property.
10. A **mobile home**, as that term is defined in Wisconsin Statutes 101.91 (1) of the Wisconsin Statutes, or **manufactured home**, as that term is defined under 101.91 (2) of the Wisconsin Statutes, or **manufactured building** as that term is defined in Section 101.71 (6) of the Wisconsin Statutes, shall not be placed, parked, attached, or otherwise situated on any property subject to this declaration, by any person, entity, heir, successor, or assign.
11. No livestock, bees, or poultry of any kind, shall be bred, kept or raised on any lot except that dogs, cats or other domestic pets may be kept provided they are not bred, kept or maintained for any commercial purposes. Continually barking or howling dogs will not be allowed.
12. Trash, garbage, or other waste shall not be kept except in concealed covered sanitary containers.
13. No outside toilets shall be allowed and all sanitary arrangements must comply with specifications and regulations of local and/or state health officers and the Bayfield County Zoning Ordinance.
14. No abandoned or junk cars shall be left or stored on the property, nor shall any unlicensed motor vehicle, recreational vehicle, or other vehicle commonly used for transportation, or recreation, be stored on the premises, unless kept within a garage, or other allowable accessory structure.
15. No dusk to dawn mercury vapor lights shall be permitted.

16. A buffer zone of 25 feet shall be maintained on all rear and side lot lines where the removal of trees, shrubs and ground cover, and land disturbing activities are prohibited with the exception where it is necessary in connection with the erection or placement of buildings, driveways, utility easements, or to remove dead, dying, or deceased vegetation.
17. No other use of the property that is inconsistent with single family residential uses shall be permitted on the subject property.

## **ARTICLE V – GENERAL PROVISION**

### **Section 1- Nuisances**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any owner or any other person lawfully residing on any lot referred to herein.

### **Section 2 – Rules and Regulations**

If, 75% of the lot owners of the lots referred to above form an agency or association, the association shall have the power to adopt rules and regulations not inconsistent herewith governing the use of lots and any common property which may be created by said association.

### **Section 3 – No Right of First Refusal**

The right of any owner to sell, transfer, or otherwise convey his or her lot shall not be subject to any right of first refusal, or similar restrictions in favor of any other lot owner or future created agency or association.

### **Section 4 – Enforcement**

In the event any owner fails to comply with the provisions of this declaration, any such failure will give rise to a cause of action on the part of any aggrieved lot owner for the recovery of damages, or for injunctive relief, or both.

### **Section 5 – Severability**

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect the remaining covenants, and the same shall remain in full force and effect.

### **Section 6 – Durations of Covenants, Restrictions and Easements**

Covenants, restrictions, conditions and easements of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner and owners of any lot, subject to this declarations, or their respective legal representatives, heirs, successors, and assigns. The easements set forth herein shall be perpetual.

**IN WITNESS WHEREOF**, the undersigned has hereunto set its hand and seal as of the day and year first above written.

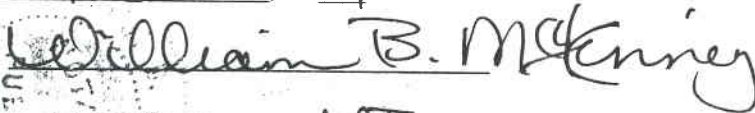
Dated this 25<sup>th</sup> day of June, 2004.



Keith Benedict

Drafted by

Sworn before me this 25<sup>th</sup> day of  
June, 2004.



Notary Public, State of WT  
My Commission 1A-25-05