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PIERCE COUNTY
REGISTER OF DEEDS
JULIE HINES

PAGES: 7
COVEN

EXEMPT#:

RECORDING FEE: 30.00

TRANS FEE:

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Recording Area

Name and Return Address

PO Box 276

Spring Valley WI 54767

Parcel Identification Number (PIN)

Declaration of Covenants
Conditions and Restrictions
For Red Fox Run
Document Title

Document Number

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,
CONDITIONS AND RESTRICTIONS
FOR RED FOX RUN

RECITALS

This declaration is made this 3rd day of August, 2017 by Village of Spring Valley

(hereinafter referred to as "Developer").

1. The developer is the owner of the property located in the County of Pierce, State of Wisconsin, described as follows: Lots 1-6 and 8-16, Red Fox Run Addition to the Village of Spring Valley.
2. The Developer desires to create thereon a residential community.
3. The Developer desires to keep the development desirable, uniform and suitable in the architectural design and use as herein specified.
4. The Developer is the fee owner of the property described above and desires to create covenants, conditions and restrictions to accomplish the above goals.

DECLARATIONS, PROTECTIVE COVENANTS,

CONDITIONS AND RESTRICTIONS

Therefore, the Developer does hereby declare that the property described above shall be held, sold, and conveyed subject to the following declarations, protective covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the property, and which shall run with the real property and be binding on all parties having any right, title, or interest in the

property, or any part thereof, their heirs, successors and assigns and shall ensure to the benefit of each owner thereof.

ARTICLE I – DEFINITIONS

1. "The Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the above-described Red Fox Run, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
2. "The Property" shall mean and refer to the real estate described above.
3. "Lot" shall mean and refer to any plat of lance shown upon and recorded on the above-referenced real estate.

ARTICLE II – LAND USE

1. Residential Use Only. No lot shall be used, except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot except a single family dwelling designed for the accommodation of one family only.
2. Commercial Use. There shall be no commercial building or business conducted thereon, except that it shall be permissible for residents to maintain a home office in their home, so long as the same does not change the residential character of the premises, and so long as there are no signs indicating a home is being used as an office and no outside employees are employed at the home.

ARTICLE III – BUILDING TYPE

1. Modular or Mobile Homes. No mobile homes or single, double wide HUD code manufactured homes or dome shaped homes shall be permitted to occupy the property. UBC Code modular homes shall be permitted only upon the approval by the Developer and the Architectural Control Committee after submission of written plan and specifications prior to commencement of construction.
2. New Construction Only. No buildings shall be moved on to the premises. All construction shall be new construction.
3. No Temporary Structures. No structure of a temporary character shall be used on any lot at any time. All structures shall have a permanent foundation. There shall be no temporary outside storage of any type for motor vehicles including, but not limited to, camping trailers, snowmobiles, motorcycles, motor bikes, boats or canoes. No trailer, basement, tent, garage, boat house, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
4. Time to Complete Construction. All structures shall be completed and finished on the exterior within 12 months after commencement of construction.
 - a. All driveways shall be completed with hard surface of either cement or blacktop within 18 months of commencement of construction.
 - b. Lawns must be planted, seeded, or sodded within 18 months of commencement of construction.
5. Roof Pitch. All structures shall have a minimum roof pitch of 6/12.

6. Minimum Floor Areas. All homes constructed on these lots shall have a minimum gross living area above grade as follows: Minimum of 1100 square feet for single story/split entry homes and a minimum of 1750 square feet for a two story home.
 - a. In addition, there shall be at least a two car attached garage, not to exceed 1.5 times the size of the residential dwelling.
7. Outbuildings. All outbuildings, including yard sheds/storage buildings shall be approved by the Architectural Control Committee before any construction begins. All outbuildings shall have similar exteriors as the main residence.
8. Outside Detail. All residential dwellings shall contain some type of exterior architectural detail.

ARTICLE IV – EASEMENTS AND SET BACKS

1. Per village ordinance.

ARTICLE V – ARCHITECTURAL CONTROL COMMITTEE

1. Committee. The Architectural Control Committee shall be composed of the Municipal Development Committee, a sub-committee of the Spring Valley Village Board. This committee will adhere to village ordinance.
2. Review by Committee. No building, fence, wall, patio or other structure including yard sheds/storage buildings shall be commenced, erected or maintained upon such lot, nor shall any exterior addition, or change or alteration therein, be made until the plans and specifications, showing the nature, kind, shape, height, materials, colors and location of the same, shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event said committee fails to approve or disapprove such design and location within 30 days

after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with.

ARTICLE VI – GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipments of the storage of disposal of such materials shall be kept in a clean and sanitary condition, and kept either within the garage or in suitable structure below grade, or in a screened sanitary enclosure compatible in appearance to the main dwelling unit.

ARTICLE VII – GENERAL PROVISIONS

1. Duration. The Village of Spring Valley controls the development and all covenants stated here, until all lots are developed, at which time the development is controlled by village ordinances.
2. Enforcement. Enforcement of these conditions, restrictions, easements, and covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, or both, and failure by any owner to enforce any of the same shall in no event be deemed a waiver of the right to do so thereafter.
3. Severability. Invalidation any of the provisions herein by judgment of court order shall not affect any of the other provisions, which remaining provisions shall remain in full force and affect, until the date of expiration hereunder.

4. Amendments and changes. This declaration may be amended or changed by a supplement declaration of covenants, conditions and restrictions at the sole discretion of the Village of Spring Valley Village Board.

IN WITNESS THEREIN, the parties hereto have caused this declaration to be executed at Spring Valley,

Wisconsin, this 3rd day of August, 2017.

Marsha Brunhorst
Village President
(Title)

Dawn Emerson
Clerk/Treasurer
(Title)

Ayes 6
Nays 0
Absent 1 (Verticek)