



DECLARATION OF COVENANTS, RESTRICTIONS  
AND CONDITIONS FOR ROLLING HILLS  
COUNTRY ESTATES, LOCATED IN THE CITY  
OF PORTAGE AND TOWN OF FORT WINNEBAGO,  
COLUMBIA COUNTY, WISCONSIN

Gunderson Construction Co., David M. Gunderson and Sandra J. Gunderson being all of the owners of the real estate in the City of Portage and Town of Fort Winnebago, Columbia County, Wisconsin, which has been platted as Rolling Hills Country Estates (the "Plat") other than those Outlots conveyed or dedicated to the City of Portage, hereby declare that all of the lots and outlots in the "Plat" (except Outlots 4, 5, 6, 7, and 8 which are the Outlots which have been conveyed to, or dedicated to, the City of Portage) are subject to the following restrictions, covenants, and conditions, and that all of such lots and outlots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth herein. These covenants, restrictions and conditions are being imposed to insure the appropriate development and improvement of the building sites in the Plat and to protect the value of the lots in the Plat.

The term "Developer", as used in this Declaration of Covenants, Restrictions and Conditions shall refer to Gunderson Construction Co., a Wisconsin corporation. Gunderson Construction Co. shall have the right, in its discretion, to designate from time to time, an authorized agent, committee or successor to perform part or all of the review and approval responsibilities of Developer set forth in this Declaration of Covenants, Restrictions and Conditions. The term "lot" as used in this Declaration, shall refer to any lot or outlot in the Plat except Outlots 4, 5, 6, 7 and 8.

- 1) USES: No lots in the Plat shall be used for nonresidential purposes. All lots shall be used as follows:
  - a) Lots 114 through 122 shall be used for only single or two family dwellings (duplexes)
  - b) Outlot 3 shall be used for single, two-family or multi-family dwellings as may subsequently be determined by Developer.
  - c) All other lots in the Plat shall be used only for single family dwellings.
- 2) LIMIT ON NUMBER OF BUILDINGS: No buildings shall be erected or maintained on any lot in the Plat other than one residential building and a private garage, except this restriction shall not apply to Lot 76 and Outlot 3.
- 3) REPLATTING AND SUBDIVIDING: No lots, except Lot 76 and Outlot 3, may be replatted or subdivided or boundary lines within the Plat changed. However, this section shall not be construed to prevent the use of one lot and part of or all of another lot or outlot as one building site, if that site plan is approved by Developer.
- 4) DWELLING SIZE: All single family dwellings shall have a minimum of 1,500 square feet of living area plus at least a one car garage. Each two family dwelling shall have a minimum of 1,000 square feet per family plus at least a one car garage per family. For purposes of determining living area, open porches, screen porches, garages and unfinished portions of basements shall be excluded. Developer may, but is not obligated to, grant a variance from these size requirements if it concludes that the proposed structure is compatible with the character and quality of the area involved.
- 5) ADDITIONAL CONSTRUCTION AND ARCHITECTURAL CONTROL PROVISIONS:
  - a) Before constructing a residence or building of any kind on any lot, it shall be mandatory for the owner of the lot, or proposed purchaser if the construction is to be done for such purchaser, to first submit the building plans and specifications, architectural and color plans and site, landscaping and topographical



plans to the Developer for its review and for written approval. No construction work on any such buildings may be started before such written approval is obtained.

Further, no alterations in the exterior appearance of existing buildings, including but not limited to exterior remodeling and construction of patios, decks and swimming pools, fences and walls, may be made without the prior written approval of the Developer.

- b) All construction within the Plat shall be new construction and no building previously erected elsewhere (except prefabricated construction which has been approved by Developer) may be moved onto any lot in the Plat. No mobile home shall be permitted on any lot in the Plat.
- c) All exteriors of buildings shall be completed within one year after the issuance of a building permit for the respective building. Landscaping (including grading, sodding and seeding) and completion of the hard surface of the driveway shall be completed ninety (90) days of completion of the exterior construction, provided weather conditions so allow.
- d) The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No owner of any lot or outlot shall grade or obstruct any drainage swale which is in existence at the time of development so as to impede the flow of drainage water from other lots or outlots across such swale. Further, to avoid problems with excess dirt at any construction site, any excess dirt from excavation or grading which is left at the construction site shall be placed as directed by Developer or its duly authorized agent, without cost to Developer.

All private driveways must be a hard paved surface consisting of asphalt, concrete or brick. Gravel or other soft surface driveways are prohibited.

- e) No exterior antennas or satellite dishes shall be permitted unless other options for television reception are not reasonable available to the owner of a lot, in which case no exterior antenna or satellite dish shall be installed or maintained except of the type, and to the extent, approved in writing by Developer.
- f) All building constructed on any lot in the Plat shall conform to all governmental zoning requirements and all side yard and set back requirements imposed by law unless the governing authority grants a variance and Developer also approves of such variance from the normal requirements.

6) ADDITIONAL USE AND ACTIVITY CONTROL PROVISIONS:

- a) No noxious or offensive trade or activity may be carried on in the Plat nor shall any one create or maintain a nuisance in the Plat.
- b) No trash, garbage or other waste, except household waste generated from those staying in the dwelling, may be kept on a lot in the Plat, and that waste shall be kept in sanitary containers and regularly removed from the property so as not to create any odor or sanitation problem.
- c) No animals shall be raised or kept on any lot except domestic pets. The term "domestic pets" is intended to exclude, among other things, all livestock and all wild, poisonous or dangerous animals, rodents, reptiles and insects. All domestic pets must be confined to the owner's lot (this not being intended to exclude walking domestic pets in the public streets). At any one dwelling in the Plat there shall be no more than 2 cats or 2 dogs kept, or if both kinds are kept, then there shall be no more than one cat and one dog kept at any dwelling. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for free or not.
- d) No mobile home shall be permitted on any lot. Further no trailer, basement, tent, shack or garage or any part thereof may be used as a residence, temporary or permanent.



- e) Storage of boats, trailers, travel trailers, snowmobiles, mobil homes, campers and other recreational vehicles are prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purpose of loading and unloading for a period not to exceed forty-eight hours. No cars or other vehicles shall be parked on lawns or yards at any time.
- f) No wood piles in excess of one face cord shall be stored outside the structure(s) located on the lot or outlet. All wood piles shall be kept in a neat and orderly manner.
- g) No construction equipment or material shall be kept or stored outside the structure(s) located on the lot except during periods of construction.
- h) The owner shall keep all exterior improvements in good order and repair, shall keep all yards free of debris and shall keep all lawns mowed and all trees and shrubbery pruned, all in a manner and with such frequency as is consistent with good property management.
- i) No signs of any type shall be displayed to the public on any lot without the prior written consent of the Developer except a sign of reasonable size identifying the owner's name and except a standard lawn sign advertising that the lot is for sale.

7) MISCELLANEOUS GENERAL PROVISIONS:

- a) Changes in Declarations. This Declaration, or any part thereof, may be canceled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer and the owners of not less than one-half of the assessed value of the lots subject to this Declaration.
- b) Developer not Liable. The Developer shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site plan or other matter, including, among other things, and loss arising out of the alleged negligence of the Developer in carrying out the terms of this Declaration.
- c) Term. These covenants, restrictions and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-five (25) years from the date that this Declaration is recorded. After that initial Twenty-five (25) Year term, the period that the covenants, restrictions and conditions set forth in this Declaration are in force and effect shall be automatically extended for successive terms of ten (10) years unless, prior to commencement of a new term, an instrument, signed by the owners of at least one-half of the assessed value of the lots subject to this Declaration, has been recorded, agreeing to the termination of this Declaration of Covenants, Restrictions and Conditions. In the event the termination of this Declaration shall be effective at the end of the term during which such termination instrument has been recorded.
- d) Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, restrictions or conditions either to restrain violation or to recover damages or both. Any person violation any of these covenants, restrictions or conditions shall be liable for the cost of removing such violations.
- e) Severability. Invalidation of any one of these conditions, covenants, restrictions, or any severable part, by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.