

Return address:
DCCI Investments, LLC
P.O. Box 445
1505 Hwy 65
New Richmond, WI 54017

161-2092-72-000 &
Part of 161-2078-92-050
Parcel Identification Number

**DECLARATION OF PROTECTIVE COVENANTS
FOR THE PLAT OF THE NASER HEIGHTS HOMEOWNERS ASSOCIATION**

The Declarant, for the benefit of the above described land and its present and future owners, hereby imposes upon the land above described, the following conditions, restrictions, covenants and charges, which shall run with the land and be binding upon, and inure to the benefit of the owners thereof their heirs, successors, administrators, grantees and assigns until January 1 of the year 2030, after which time said covenants shall be automatically extended for successive periods of five (5) years each unless an instrument signed by a majority (70%) of the then owners of the parcels has been recorded, agreeing to change these covenants in whole or in part.

1. Definitions.

- (a) "Lot" shall mean and refer to any one of the following described Lots located in the Town of New Richmond, State of Wisconsin, the Naser Heights Homeowners Association will include, Lots 1 through 50, which shall be the land which is subject to these Protective Covenants.

2. Derrick Homes, LLC, shall be the Architectural Review Committee.

3. Initial Construction of Residence on a Lot. No residence or other structure shall be erected or placed on any lot until the Plans and Specifications for the Residence or other structure shall have been approved in writing by the Architectural Review Committee. Plans and Specifications (“Plans and Specifications”) required for review shall be those as the Architectural Review Committee may require from time to time.
4. Residential Use. No structures shall be erected, altered, placed or permitted to remain on any Lot other than twin home dwellings (“Residence”) which shall be used for residential purposes only. Each residence shall consist of at least one bedroom, at least one bathroom, a kitchen, a dining and family room. No occupancy of any Residence shall be permitted prior to completion of the exterior thereof. Notwithstanding this, the Declarant shall be allowed and permitted to maintain a model unit upon the Lot(s) during the construction and sale period. Each Residence shall have a two-car garage.
5. Exterior. No trees over 4” in diameter are to be removed from the Lot without approval of the Architectural Committee.
6. Garages. Any garage shall be attached to the Residence and shall be deemed to be a part of the Residence. Garages shall correspond in architectural style and finishing to the Residence. Garages shall be designed in size for no less than two automobiles. No garage shall be constructed on any Lot prior to construction of a Residence thereon. Plain concrete or asphalt 16-foot minimum drive width design is required for driveways. Driveway design shall provide sufficient concrete or asphalt surface outside of the garage door for the parking of two standard size passenger vehicles side by side. Fiberglass garage doors and murals on garage doors shall not be permitted.
7. Auxiliary Buildings. No auxiliary buildings (including without limitation solar heat gathering systems) shall be permitted on any Lot.
8. Setbacks. Minimum setbacks with respect to improvements of any nature on a Lot (other than driveways, fences, walls or hedges) shall be as follows:
 - (a) See final recorded plat.
 - (b) Driveway setback: Five (5) feet from any lot line with respect to any driveway on a Lot.
 - (c) No building is allowed outside the approved building envelope.
9. Nuisances. No obnoxious or offensive activities which are or may become an annoyance or nuisance shall be permitted on any Lot.
10. Refuse or Trash. No outside incinerators, trash burners or garbage, ashes, refuse or receptacles to store such elements shall be located within uncovered view of any Lot or placed so as to become a nuisance. Provision for storage and retention of trash in sanitary containers prior to disposal thereof must be contained in the Plans and Specifications. All such containers, if kept outside, must be in an enclosed area out of sightlines. It is not the intent of this paragraph 10 to prohibit the use of outdoor barbecues or fireplaces.

Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit the temporary storage of construction materials or refuse on a Lot during the construction of improvements.

11. Animals and Livestock. No animals, rabbits, horses, cows, goats, sheep, poultry or fowl of any kind, or any other livestock will be permitted on any Lot, except that two dogs, cats or other household pets, not to exceed seventy-five pounds per animal may be kept on each Lot, ("Permitted Pets"). Provided, however, that such Permitted Pets shall not be kept for any commercial purpose. If any permitted pet requires a kennel or a fence, it must be an integral part of the Plans and Specifications approved by the Architectural Review Committee before installation.
12. Fuel and Storage Tanks. No fuel or storage tanks of any kind are allowed.
13. Gas, Electric and Water Meters. Gas, electric, and water meters shall be located away from the dwelling side fronting the street and obscured from direct public view. Where these locations cannot be adhered to, a landscape buffer must be incorporated to obstruct the view of these meters.
14. Fences. No fence, wall, hedge, shrub, or other object or growing thing which obstructs sight lines at elevations between two and six feet above the roadway shall be erected, planted, or permitted in the vision triangle of corner lots. No galvanized chain link fences are allowed.
15. Antenna. Radio, satellite and television antennas must be located within the structure so as not to be visible from adjacent homes. No satellite dishes shall be permitted over 500 square inches and must be approved by the Architectural Review Committee.
16. No Temporary Residence. No auxiliary building or other structure of a temporary nature, including without limitation trailers, basements, garages or other outbuildings located on any Lot shall be used at any time as a Residence, either temporarily or permanently.
17. In-Home Business. No businesses can be established in family residences that cause traffic congestion, car parking congestion, or similar nuisances.
18. Clotheslines. Clotheslines must be retractable and must be housed when not in use.
19. Exterior Lighting. All exterior lighting must be shown on landscape or elevation plans and approved by the Architectural Review Committee as more fully described in paragraph 3 and 4 hereof. Flashing or brilliant lighting and lighting infringing on adjacent Lots shall not be permitted. Exterior lighting shall provide for illumination of exterior outlines, plant forms, entries and walks and should be concealed whenever possible. Exposed exterior lighting fixtures must conform in architectural form and scale to the Residence.

20. Landscaping. All lots shall be sodded or seeded within disturbed construction areas of the Lot at the time of substantial completion of the Residence; provided, however, that in the event such sodding or seeding cannot occur on the date of substantial completion of the Residence because the weather does not permit, then such sodding or seeding shall be completed within ninety (90) days after the weather permits such sodding or seeding to occur. All front yards must be sodded to the back of curb.
- a) The front yard will have a minimum of 20 shrubs and 1 ornamental tree of 1½” caliper or 8’ clump.
 - b) Maximum of 15% of rear yard area for a vegetable garden.
 - c) All irrigation systems shall be designed to irrigate only the area for which the system is designed. Water run-off will be each lot owner’s responsibility. All effort shall be made to contain the sprinkler system over-spray within one’s own lot perimeter.
 - d) All basement egress window wells must be constructed with a timber, stone, or decorative retaining wall or a metal window well. These egress wells must be earth retained and not left unfinished.
 - e) Mailbox design shall conform to a single design approved by the Declarants.
21. Yard Ornaments. No yard ornaments shall be permitted without the prior approval of the Architectural Review committee.
22. Signs. No signs may be displayed to public view on any lot except signs not more than seven (7) feet square advertising the property for sale or rent, or any monuments are exempt from this section.
23. Vehicles and Personal Property. No commercial vehicles, recreational vehicles, trucks of greater than one (1) ton capacity or larger, campers, buses converted to campers or other light vehicles shall be parked, stored or left on any lot for more than twenty-four (24) consecutive hours in one day, except within the house, garage, or screened area. This prohibition shall not prohibit the parking of contractors’ trucks and equipment used during the construction of improvements to any lot or during the actual repair of the property. No motor vehicle which is not licensed and operable shall be parked or stored on any lot for more than forty-eight (48) hours. No snowmobiles, boats, trailers, construction equipment, building materials or supplies, ice houses, pick-up campers or other extraneous and unsightly objects shall be stored on any lot except that of construction equipment and building materials and supplies may be stored in a neat and orderly manner during the actual construction of improvements upon a lot.
24. Roofs, Newspaper Delivery Boxes and Mailboxes. Roof pitch and roofing materials, newspapers delivery boxes and mailboxes shall be subject to the review of the Architectural Review Committee in accordance with paragraphs 3 and 4 thereof.
25. Subdivision of Lots. No Lot as originally platted shall be further subdivided without the prior written approval of the Architectural Review Committee.

26. Drainage and Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved on the Lots as shown on recorded plats which include the Subject Property. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of such Lot, except for those improvements for which a public authority or utility company is responsible.
27. Violation and Rights of Parties. If any party violates any of the covenants, conditions or restrictions herein provided, it shall be lawful for any party or parties in interest in the above described lands to institute and prosecute proceedings at law or in equity against the parties violating, either to prevent said violation, to recover damages, or to force compliance to a provision, including but not limited to obtaining a restraining order and a temporary and permanent injunction to immediately stop construction until the provisions herein are complied with.
28. Removal and Abatement. The Architectural Review Committee shall have the right to order an owner to remove or alter any structure on any lot erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming construction or other violation. The Architectural Review Committee shall be entitled to recover their actual costs of pursuing enforcement, including reasonable attorney's fees and legal costs, from the owner of the lot in violation.
29. Severability. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this declaration is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this declaration.
30. Variance. The Architectural Review Committee shall, in its discretion, have the right to grant variances from the terms and conditions of this Declaration of Covenants. No variance shall be granted until written notice has been given to all lot owners by certified mail at least thirty days prior to the granting of the variance. The Architectural Review Committee shall consider any written objections to the variance. In the event a majority of the record owners of the lots object to the variance, the variance shall be denied.
31. Owner & Association Responsibilities. Owner is responsible for insurance and all maintenance of building. Association covers irrigation, trash, lawn & snow removal. Builder is not responsible for any other maintenance and or cost accrued by association.

IN TESTIMONY WHEREOF, said Declarant hereto has set its hand and seal this day of 6-30-2020, 2020.

DECLARANT:

DCCI INVESTMENTS, LLC




Ronald L. Derrick, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

Personally came before me this 30th day of June, 2020, the above-named Ronald L. Derrick, to me known to be the person who executed the foregoing instrument and acknowledge the same.

BERNADETTE L. L'ALLIER
Notary Public-State of Wisconsin



, Notary Public

State of Wisconsin

My commission expires: 10-23-20

This Instrument Drafted By:
Ronald L. Siler
Williamson & Siler, S.C.
201 South Knowles Avenue
New Richmond, WI 54017