

**DECLARATION OF RESTRICTIONS**  
**For The Residential Subdivision Plat Of**  
**THE QUARRY AT IRISH HILL**

**Town of Shelby, LaCrosse County, Wisconsin**

The declaration herein shall be covenants running with the land as provided by law, and shall be binding on all parties and all persons claiming under them for all lots of THE QUARRY AT IRISH HILL, located in the Town of Shelby, LaCrosse County, Wisconsin.

**I. Land Use and Building Type**

All lots shall be limited to the construction of single-family residential buildings and accessory buildings. No building shall be erected, altered, placed or permitted to remain on any of said lots unless it has been approved by the Architectural and Environmental Control Committee. Each dwelling shall have a garage constructed that is consistent in architectural style with the dwelling constructed on said lot. The garage shall be part of the site plan to be submitted to the Architectural and Environmental Control Committee for approval. All homes must have a concrete or asphalt driveway.

**II. Architectural and Environmental Control**

No building shall be erected, placed or altered on a lot until construction plans, specifications, and a site plan showing the location of the structure have been approved in writing by the Architectural and Environmental Control Committee. Consideration will be given to the harmony of external design with the environment and to location with respect to property lines. The exterior color shall be one that will compliment the environment of the area.

**III. Easements**

All lots shall be served with telephone, electricity, and natural gas. Utility easements are established on the plat or cited on the deed, and all easements shall provide for the installation and maintenance by the utility companies. Easements for storm water drainage are hereby expressly reserved by the developer as designated on the plat. No property owner shall disturb or make any alterations to any natural drainage way. No substantial alteration of the existing terrain shall be made without the written approval of the Architectural and Environmental Control Committee.

**IV. Signs**

No sign of any kind shall be displayed to the public view on any parcel of land except one professional sign of not more than 1 square foot in area, one sign advertising the property for sale, signs used by the builder to advertise the property during the construction and sales period, or a sign used by the

developer to advertise the lots for sale in THE QUARRY AT IRISH HILL, except that one sign may be allowed designating the entrance to THE QUARRY AT IRISH HILL.

#### **V. Garbage and Refuse Disposal**

No parcel of land shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage and other waste shall be kept in clean and sanitary containers. No incinerators shall be allowed. Garbage cans shall be made of rubber type material to reduce unnecessary noise. There shall be no outside burning barrels for burning of trash and garbage.

#### **VI. Noxious Practices**

No noxious or offensive trade, activity or practice shall be carried on, nor shall any trade or activity become an annoyance or nuisance to other residents.

#### **VII. Previously Erected Buildings**

No building previously built elsewhere shall be moved into this subdivision, nor will any basement homes (a basement with living quarters, but no home built on top of it) be permitted. It is the sole discretion of the Architectural Control Committee to accept or reject any home plan that may, in the view of the committee, detract from the appearance of THE QUARRY AT IRISH HILL.

#### **VIII. Outbuildings**

No outbuildings will be allowed without the specific approval of the Architectural and Environmental Committee.

#### **IX. Construction Period**

Any building erected on any parcel of land shall be completed within nine months from the date of commencement, and no building shall be allowed to remain with tarpaper, building paper or sheathing for a period of longer than three months. The construction site shall be kept reasonably free of debris at all times.

#### **X. Storage of Vehicles**

Motor homes, trailers, campers, boats, ATV's, snowmobiles, buses, motorcycles, trucks over three tons and other objects of similar size shall not be parked on the public street within the subdivision of THE QUARRY AT IRISH HILL, except for the purpose of making deliveries or moving persons into, or out of residences located in said addition. No more than 3 vehicles are to be parked on any lot, driveway or public street in front of any lot for more than 48 hours. No unlicensed vehicles are to be parked on streets or lots within THE QUARRY AT IRISH HILL.

## **XI. Temporary Residences**

No trailer, basement, tent, shack, garage, barn, or other outbuildings erected on this property shall be used as a temporary or permanent residence.

## **XII. Outdoor Lighting, Television Dishes and Towers**

Exterior lighting attached to a separate structure such as a pole shall not exceed 12 feet in height. All exterior lights shall have lens protection to cast the light downward. Radio, television or any other exterior tower, dish or antenna is prohibited. Except micro-dishes may be permitted with prior approval. Any exterior lighting shall be approved in advance of installation in writing by the Architectural and Environmental Control Committee.

## **XIII. Landscaping**

The disturbed areas of any lot shall be seeded or sodded within two months after the occupancy of the dwelling. Additional time to complete the landscaping may be granted by the Architectural and Environmental Control Committee if weather conditions prevent completion within the prescribed time. All property owners shall be required to control weeds and grasses on their lot, including the town road right-of-way in front of, and adjoining their lot.

## **XIV. Fencing**

No fence or wall shall be erected or maintained without obtaining the prior written approval of the Architectural and Environmental Control Committee as to the construction, style, material and location of such fence or wall.

## **XV. Miscellaneous Provisions**

All mailboxes shall be approved by the Architectural and Environmental Committee as to style and material.

All property owners shall be required to control weeds and grasses in the area affronting their property, including the township road right-of-way.

All LP gas and other storage tanks shall be visually screened or installed so as not to interfere with the natural landscape. No LP gas or other storage tank shall be installed without the prior written approval of the Architectural and Environmental Control Committee as to location and visual screening of such tank.

No clothes line poles or apparatus shall be erected without the prior written approval of the Architectural and Environmental Control Committee.

#### **XVI. Architectural and Environmental Control Committee**

As long as the current owner/developer retains ownership of any lot, the Architectural and Environmental Control Committee shall consist of the owner/developer and two members appointed by him. When the owner/developer ceases to own any of the subject lots, then the record owners of the lots shall have one vote per lot, and shall elect the three members of the committee. A majority of the committee may designate a representative to act for them. In the event of the death, resignation or termination 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 pursuant to this covenant.

The committee will within 21 days from receipt of site plans and building plans and specifications, grant a written approval or disapproval as required in these covenants. This Article shall not be amended without the written approval of the Architectural and Environmental Control Committee.

#### **XVII. Term**

These covenants shall run with all lots in THE QUARRY AT IRISH HILL in the Town of Shelby, LaCrosse County, Wisconsin, and shall be binding on all parties. Any article may be changed or amended at a meeting having at least 30 days notice, and a 75% majority vote in favor of the amendment.

#### **XIII. Severability**

Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

#### **XIX. Violation of Restrictions**

These restrictions and covenants are to run with the land, and they are put into effect for the mutual benefit of all the landowners. If any landowner in this area shall violate any of the restrictions or covenants heretofore enumerated, it shall be lawful for any person or persons owning any real estate in this area to prosecute any proceeding at law or in equity against any person or persons who are violating or attempting to violate the restrictions and covenants. The persons enforcing these restrictions and covenants shall be allowed to recover monetary damages and/or injunctive relief or both. Members of the Architectural and Environmental Control Committee are to be held harmless with their efforts to enforce these restrictions.

**XX. Animals**

No domestic animals, chicks or fowl may be kept on any lot within this subdivision, except that any property owner may keep not more than two dogs and/or not more than two cats. Dog kennels must be approved by the Architectural and Environmental Control Committee prior to construction of the same. If allowed, all dog kennels shall be located near the home or garage, and surrounded with shrubs or other appropriate screening materials. Any disturbance caused by a pet may be reported to the Architectural and Environmental Control Committee and corrective action will be taken.

**XXI. Occupants**

The intent of THE QUARRY AT IRISH HILL is for single-family occupancy. There will be no more than three unrelated occupants per unit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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\_\_\_\_\_

State of Wisconsin  
County of LaCrosse

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above named

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires on \_\_\_\_\_