

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRCITIONS FOR  
GRAELYN SUBDIVISION**

**388427**

RECORDED

Dodgeville WI 53533

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Taylor J. Campbell

Iowa County Register of Deeds

Iowa County, Wisconsin

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Pages: 9

Recording Area

DESIGN HOMES, INC.

600 N Marquette Road – P.O. Box 239

Prairie du Chien, WI 53821

See attached.

(Parcel Identification Numbers)

**THIS INSTRUMENT DRAFTED BY:**

Randolph Weeks, President/Owner

Design Homes, Inc./Deer Valley Lodge, Inc.

600 N. Marquette Road - P.O. Box 239

Prairie du Chien, WI 53821

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
*Graelyn Subdivision*

This Declaration is made and entered into this 19<sup>th</sup> day of September, 2024 by DEER VALLEY LODGE, INC. and DESIGN HOMES, INC., Wisconsin Corporations.

**WITNESSETH:**

**WHEREAS**, the undersigned DEER VALLEY LODGE, INC., and DESIGN HOMES, INC., “Declarant(s),” are the owners of the real property situated in the County of Iowa, State of Wisconsin, legally described on Exhibit “A” attached hereto and incorporated herein by reference (“the property”); and,

**WHEREAS**, the Declarants desire to establish certain standards covering the Property by means of protective covenants to ensure the lasting beauty, value, and enjoyment of the Property; to this end and for the benefit Property and the owners thereof, the Declarants desire to subject the Property to easements, covenants, conditions, restrictions, charges, and liens hereinafter set forth.

**NOW, THEREFORE**, the Declarants hereby publish and declare that the Property shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements, covenants, conditions, and restrictions which shall run with the Property and shall be binding upon and insure to the benefit of all parties having any right, title, or interest in the Property or any portion thereof, their heirs, personal representatives, successors, and assigns.

**ARTICLE I. DEFINITIONS**

Section 1: “Lot” shall mean and refer to each individual lot of the Property intended to be sold, transferred, or conveyed as a separate parcel by the Declarants, as designated on the Plat of the Property recorded in the Office of the Register of Deeds for Iowa County, Wisconsin as Document No. 374816.

Section 2: “Residence shall mean and refer to a single-family residential dwelling or a two-family duplex dwelling on a Lot.

Section 3: “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 4: “Architectural Control Committee” shall mean and refer to a committee established to review and approve plans for the construction of improvements on Lots, all as more fully set forth in Article II of this Declaration. Initially, the only member shall be Deer Valley Lodge, Incorporated, subsequent members of the Architectural Control Committee may be full-time residents, who will be chosen by Deer Valley Lodge prorated.

**ARTICLE II. USE RESTRICTIONS**

Section 1: Land Use and Building Type. No building or other structure shall be erected, altered, placed, or permitted to remain on any Lot other than (1) Single-family Residence per lot, or a two-family duplex with attached garages and one (1) out building. The outbuilding is to be constructed on a Lot shall meet the following requirements: The outbuilding shall be a wood frame construction with siding the same color and style as the Residence and shall have the same roofing materials as the Residence. All homes shall have at least 10 % brick or rock on the front of the home. The outbuilding must be no larger than 120 sq ft. unless approved by the architectural control committee.

Section 2: Building Size. No Residence shall be erected, altered, or permitted to remain on any Lot unless the ground floor thereof, exclusive of open porches and garages, is not less than 1232 square feet for a ranch-style residence, split-entry or tri-level residences, and seven hundred fifty (750) square feet ground floor for two-story residences. 1000 square feet for each residence of a two-family duplex.

Section 3: Garages. Each Residence shall include an attached garage no less than two or more than three (3) automobiles. Siding, and roofing materials to match Residence. Driveway shall be concrete paved within 12 months of occupancy of the home.

Section 4: Height of Buildings. No building shall exceed two and one-half (2 1/2) stories in height.

Section 5: Roofs. The roof of each Residence shall have a minimum 5/12 pitch and a minimum overhang of ten (10) inches for a multi-story home or a minimum of twelve (12) inches for a single-story ranch home.

Section 6: Stone/Brick. All homes shall have a minimum of 10% stone or brick on the front of the home.

Section 7: Grass. The entire yard of each Lot shall be sodded or seeded with grass within four (4) months of the issuance of a certificate of occupancy and thereafter maintained.

Section 8: Setbacks. All setbacks must comply with the appropriate zoning classification of the Village of Barneveld. In addition, no other structure, except fences, shall be constructed within the following setbacks: front yard, twenty-five (25) feet; side yard, eight (8) feet; rear yard, twenty (20) feet. Eaves, steps, and open porches shall not be considered part of the building for purposes of the foregoing setbacks. Rear lot line variances must be approved by the Architectural Control Committee.

Section 9: Antennas. Any antenna or other device for the transmission or reception of television or radio signals shall be no more than 5 feet above the roof height and satellite dishes no more than 24" in diameter.

Section 10: Maintenance of Lots and Improvements. Owners of Lots shall keep or cause to be kept all buildings, fences, and other structures and all landscaping located on their property in good repair. Rubbish, refuse, garbage, and other solid, semi-solid, and liquid waste shall be kept within sealed containers, shall not be allowed to accumulate on any Lot, and shall be disposed of in a sanitary manner. No Lot shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition and shall be stored inside a garage or other approved structure. No trash, litter, or junk shall be permitted to remain exposed upon any Lot and visible from adjacent streets or other Lots. Burning of trash on any Lot shall be prohibited. No lumber or other building materials shall be stored or permitted to remain on any Lot unless screened from view from other Lots and from the streets, except for reasonable storage during construction. Weeds, grasses, and similar vegetation shall not exceed twelve (12) inches in height on vacant Lots. (Improved Lots shall be landscaped pursuant to a landscape plan approved by the Architectural Control Committee.

Section 11: Nuisance. Nothing shall be done or permitted on any Lot which is or may become a nuisance. Obnoxious or offensive activities or commercial business or trades shall be conducted on any Lot, except home occupations as defined and permitted by the applicable zoning resolution of the governmental entity having jurisdiction over the Property.

Section 12: Household Pets. Household pets, such as dogs and cats shall be permitted on any Lot, provided that said pets are restricted by leash or chain or confined by fence within the Lot or are professionally trained and are always within the control of and controlled by the Lot owner. Household pets may not be kept, bred, or maintained on any Lot for commercial purposes.

Section 13: Damage or Destruction of Improvements. In the event any Residence or other structure constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, said Residence or other structure shall be rebuilt or remodeled within thirty (30) days from the date of damage or destruction to comply with this Declaration; or in the alternative, if the Residence or other structure is not to be rebuilt, all remaining portions of the damaged structure, including the foundation and all debris, shall be removed from the Lot within fourteen (14) days of damage or destruction, and the Lot shall be restored to its natural condition existing prior to the construction of the Residence or other structure.

Section 14: Storage Tanks and Container. All air conditioning, refrigeration, cooling, heating, or other mechanical equipment or system which is located outside of a Residence or other structure on a Lot shall be screened from view from other Lots and from the streets by fencing or landscaping.

Section 15: No Violation of Law. Nothing shall be done or kept in or on any portion of the Property by a Lot Owner which would be in violation of any statute, rule, ordinance, regulation, permit, or validly imposed requirement of any governmental body.

Section 16: Restrictions on Signs. No signs or advertising devices of any nature shall be erected or maintained on any Lot other than a sign advertising the sale of the Residence Political signs shall be limited to two (2) weeks prior and two (2) days following the election.

Section 17: No Hazardous Activities. No activities shall be conducted on a Lot or within improvements constructed on the Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot, and no open fires shall be lighted or permitted on a Lot except in a contained barbecue unit while attended and for cooking purposes or within a safe and well-designated interior fireplace.

Section 18: No Annoying Light, Sound or Odors. No light shall be emitted from any Lot which is unreasonably bright, or which causes unreasonable glare; no sound shall be emitted on any Lot which is unreasonably loud or annoying; and no odor shall be emitted on any Lot which is noxious or offensive to others.

Section 18: Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on any street and not on any Lots unless placed in a suitable container located solely for the purpose of garbage pickup. All equipment used for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

Section 20: Repair of Motor Vehicles. No activity, such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, and boats may be performed on any Lot unless it is done within a completely enclosed garage located on the Lot which screens the sight and sound of the activity from the street and from adjoining Lots. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motorcycle, together with those activities normally incident and necessary to such washing and polishing.

Section 21: Restrictions on Parking and Storage. Driveways shall not be used for parking or storing of boats, snowmobiles, trailers, camping vehicles, or other recreational vehicles, or for parking of trucks or other commercial vehicles, except temporarily or incidentally for the making of pickup and deliveries to neighboring Lots. No boat, snowmobile, recreational vehicle, trailer, or other vehicle other than automobiles shall be stored or parked in any driveway, yard, or street. In the event of violation of this provision, after reasonable notice, such boat, snowmobile, recreational vehicle, trailer, or other vehicle may be removed at owner's expense.

Section 22: Storage of Vehicles. Boats, campers, motor homes, recreational vehicles, trailers, machines, and inoperative automobiles shall not be stored or permitted to remain on any Lot, except within fully enclosed garages. For purposes of this provision, any disassembled or partially disassembled car, truck, or other vehicle or any car, truck, or other vehicle which has not been moved under its own power for more than one (1) week shall be considered an inoperable automobile subject to the terms of this provision.

Section 23: Fences. All rear-facing lots exposed to the golf course are not allowed to have privacy fences. All fences must be "see through" and must be no higher than 4 feet. Lots 2 through 11 on the east side of Garrett Drive will be allowed to have a privacy fence that is up to 6 feet tall and not see through on the back of their properties. Lots 7, 8, 9, and 10 on the North side Gracelyn Circle will also be allowed to have privacy fences on the back of their properties.

All fences must be approved by the Architectural control committee and must get permits from the Village of Barneveld.

### **ARTICLE III. GENERAL PROVISIONS**

Section 1: Enforcement. Enforcement of this Declaration shall be by appropriate proceedings at law or in equity against those persons or entities violating or attempting to violate any covenant, condition, or restriction herein contained. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. Such judicial proceedings

may be prosecuted by an Owner or by the Architectural Control Committee. In the event it becomes necessary to commence an action to enforce this Declaration, the court shall award to the prevailing party in such litigation, in addition to such damages as the Court may deem just and proper, an amount equal to the costs and reasonable attorney's fees incurred by the prevailing party in connection with such litigation. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof or of a further or continued violation, whether such violation shall be of the invalidation of any one of these covenants by judgement or court order, shall in no way effect any of the other provisions.

Section 2: Duration. This Declaration shall run with the land, shall be binding upon all persons owning Lots and any persons hereafter acquiring said Lots, and shall be in effect in perpetuity unless amended or terminated as herein provided.

Section 3: Right to Expand. The Declarants reserve the right, but not the obligation, to expand the property, without the approval of the Owners or Lienholders, to include all or any part of the additional land described on Exhibit A attached hereto and incorporated herein by reference. Additions to the Property may be made by the Declarants by the recordation of one or more supplemental declarations or other written instruments signed by the Declarants. Such supplemental declarations or other instrument shall contain legal descriptions of the additional land which shall become part of the property and shall declare that such additional land shall be subject to this Declaration. Upon the recording of a supplemental declaration, the land described therein shall be subject to the restrictions contained in this Declaration. The land described in a supplemental declaration may be made subject to additional and different restrictions which are set forth in the supplemental declaration.

Section 4: Amendment. This Declaration may be altered or amended at any time the then record Owners of seventy-five (75) percent or more of the Lots so elect through a duly written and recorded instrument; provided that this Declaration may not be amended without the written consent of the Declarants so long as a Declarant is the Owner of a Lot.

Section 5: Special Amendment. Notwithstanding the provisions of Section 4, if the Declarants shall determine that any amendments to this Declaration shall be necessary in order for existing or future mortgages to be acceptable to the Veterans Administration, the Federal Housing Administration of the U. S. Department of Housing and Urban Development, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, or other similar Federal or State agency, then the Declarants shall have and does specifically reserve the right and power to make and execute any such amendments without obtaining the approval of the Owners or lienholders of record. Each such amendment of this Declaration shall be made, if at all, by the Declarants prior to

(a) closing of the sale of the last Lot by the Declarants to the first owner (other than the declarants) thereof, or (b) a date which is five (5) years after the date this Declaration is recorded, whichever shall occur first.

Section 6: Declarants Rights. Declarants reserves the right to use any of the Lots as models and to sell, assign, or conduct other businesses in connection with the construction and development of the project from any such Lots prior to their being sold. This reservation of right or privilege in Declarants includes, but is not limited to, the right, to maintain models, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarants retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the number, location, or manner of construction of buildings and other improvements on the Properties; provided, that in all cases, such changes shall be accomplished in a manner consistent with applicable laws and ordinances.

Declarants reserve the right and are hereby vested with the complete control over all Common Area or Common Element landscaping, plantings and the like. Declarants shall have the right to change landscaping within these areas from time to time.

Declarants further reserve the right to convey, or cause the Association to convey, a portion of the Common Area if necessary due to encroachments thereon by any building. Declarant shall also have the right to add additional Lots and Common Areas to Properties.

The rights of Declarants shall continue only so long as Declarants owns one or more lots.

#### ARTICLE IV. ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. The Architectural Control Committee is hereby established for the purpose of maintaining within the Property a consistent and harmonious general character of development and a style and nature of building design and visual appeal consistent with the natural beauty and features of the Property and existing structures. The initial Architectural Committee shall consist of **Randolph Weeks** and **Jeffrey Irvine** who may appoint additional Owners to the Committee at their discretion. In the event of a vacancy in the Architectural Control Committee, the remaining member shall have full authority to fill such a vacancy. The members of the Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this Declaration.

Section 2: Approval. No building, garage, storage shed, fence, wall, solar collection system, accessory building, tennis court, swimming pool, or other structure nor any landscaping (except landscaping enclosed by an approved fence) shall be erected, placed, or altered on any Lot until the plans and specifications, along with a plot plan, have been approved by the Architectural Control Committee, which plans and specifications shall, among other things, show the size and height of the structure; the type of exterior material, color, and finish; exterior design; existing structures, if any; and location for the structures with respect to utility lines and facilities, property lines, streets, topography, and finished grade. The plans and specifications shall also include landscape plans, and location and size of driveway. Architectural Control Committee approval shall be obtained before a building permit is issued for the proposed structure. The Architectural Control Committee shall have the right to hire an architect or engineer to assist the Architectural Control Committee in reviewing any plans or specifications submitted to the Architectural Control Committee, and the applicant shall be obligated to pay the fee of such architect or engineer, not to exceed One Hundred Dollars (\$100).

Approval by the Architectural Control Committee shall be in writing or indicated by endorsement on the plans and specifications submitted for approval. The Architectural Control Committee may deny a request for approval of a residential dwelling even though the proposed dwelling meets the minimum square footage requirements if the dwelling is not harmony with the character of the development and nature of building design within the Property. In the event the Architectural Control Committee fails to approve or disapprove the plans and specifications submitted to it by the Owner of a Lot within thirty (30) days after submission of the plans and specifications, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any Lot which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license by the governmental authority having jurisdiction over the Property shall not prevent or prohibit the Architectural Control Committee or an Owner from enforcing the terms and provisions of this Declaration; and approval by the Architectural Control Committee of plans and specifications submitted to it shall not constitute any representation that such plans and specifications comply with applicable zoning ordinances or building codes.

Section 3: Procedures for Approval of Plans. Any Owner seeking approval of intended work shall submit to the Architectural Control Committee the following information in writing:

(A) Plans for all proposed improvements of all types, which shall include outline specifications designating sizes, dimensions, materials, structural systems, and samples of exterior colors and materials.

(B) Site plan showing the location and design of all buildings, fences, roadways, parking area, and utility locations indicating the dimensions thereof.

(C) If separate, a site plan showing all grading, landscaping, and fencing.

(D) If required, payment of anticipated architect's or engineer's fee.

(E) Any other information as may be reasonably required by the Architectural Control Committee in order to ensure compliance with this Declaration.

Section 4: Variances. Upon written application detailing good and sufficient grounds, the Architectural Control Committee shall have the power to grant exceptions or variances to the requirements of this Declaration. A variance or exception may be granted by The Architectural Control Committee when the variance or exception is reasonably consistent with the intents and purposes of this Declaration and not materially detrimental or injurious to other properties to which this Declaration applies. Any such variance shall not be deemed a waiver of the same requirement in any other instance.

Section 5: Corrections of Defects. Inspection of work and correction of defects there in shall proceed as follows:

(A) The Architectural Control Committee or its duly authorized representative may at any time inspect any improvement for which approval of plans is required under this Article; provided, however, that the


Architectural Control Committee's right of inspection of improvements shall terminate thirty (30) days after the work or improvement has been completed and the respective Owner shall have given written notice to the Architectural Control Committee of such completion. No oral notice to one or both members of the Architectural Control Committee shall be sufficient to give notice of completion. The Architectural Control Committee's right to inspection shall not be terminated pursuant to this paragraph in the event plans for work or improvements have not been previously submitted to and approved by the Architectural Control Committee. If, as a result of any such inspection, the Architectural Control Committee finds that such improvement has been initiated without obtaining approval of the plans therefor or is not being constructed in substantial compliance with the plans approved by the Architectural Control Committee, the Architectural Control Committee shall have the right to initiate a civil action seeking injunctive relief against the Owner of a Lot who is initiating improvements without compliance with the Architectural Control provisions of this Declaration. Should the Architectural Control Committee be successful in obtaining injunctive relief against the Owner, the Architectural Control Committee shall be entitled to receive from the Owner all costs of the action, including reasonable attorney's fees. It is the intent of the Declaration to give the Architectural Control Committee the ability to prevent any construction within the Property of any type of improvement that has not been previously approved by the Architectural Control Committee.

(B) If the Architectural Control Committee fails to notify the Owner of any noncompliance with the previously submitted and approved plans within thirty (30) days after receipt of written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans. It is the duty of each Owner to contact the Architectural Control Committee prior to commencing improvements to confirm whether the original application has been approved or disapproved. The Architectural Control Committee may mail its decision as to approval or disapproval of the original application to the applicant, but in the event the Architectural Control Committee does not mail its decision or if the applicant does not receive the decision, the applicant must not commence construction until the applicant verifies approval or disapproval with the Architectural Control Committee.

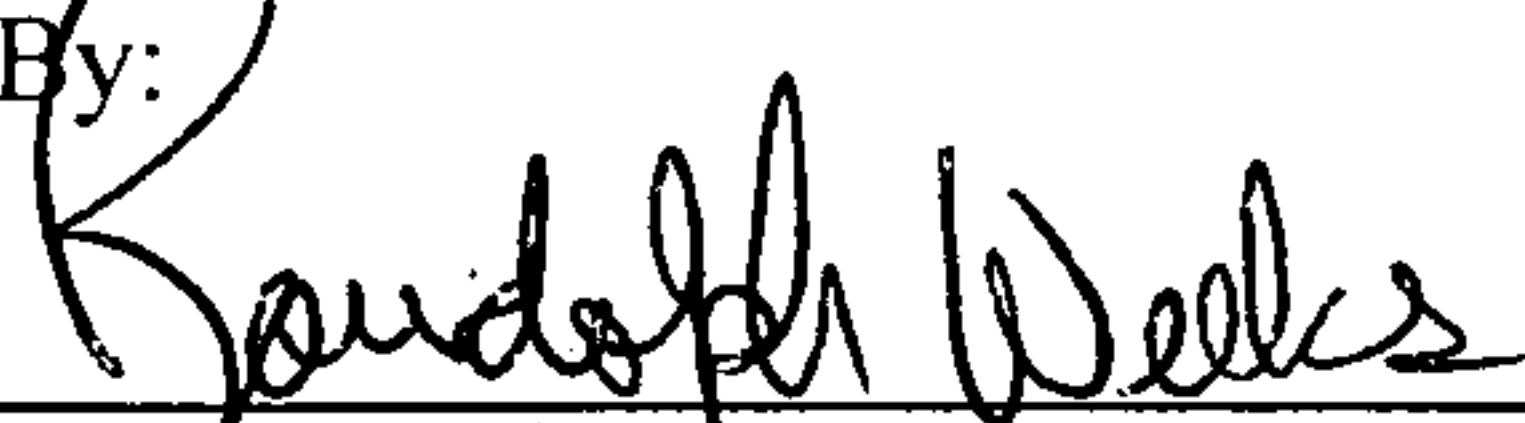
Section 6: Liability. The Architectural Control Committee shall not be liable to any Owner for any loss, cost, expense, or damage, including attorney's fees, suffered by such Owner as a result of any decision made by the Architectural Control Committee unless such action is taken in bad faith or with malice against the Owner.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed as of the day and year first above written.

**DEER VALLEY LODGE, INC.**

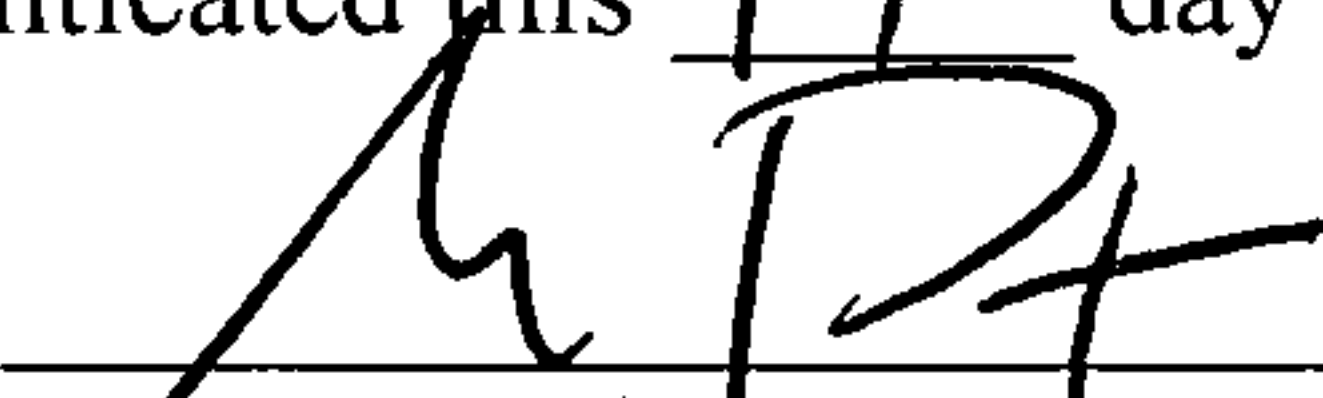
By:   
\_\_\_\_\_  
**Randolph Weeks, President/Officer/Owner**

**DESIGN HOMES, INC.**

By:   
\_\_\_\_\_  
**Randolph Weeks, President/Officer/Owner**

**AUTHENTICATION**

Signature of **Randolph Weeks** authenticated this 19<sup>th</sup> day of September, 2024.

  
\_\_\_\_\_

**Michal J. Peterson**  
TITLE: MEMBER STATE BAR OF WISCONSIN



## LEGAL DESCRIPTION

### **DEER VALLEY LODGE, INC., Parcels:**

Lots 1 & 2, Block One (1), of Graelyn Subdivision (recorded as Document No. 374816), Village of Barneveld, Iowa County, Wisconsin.

Tax Parcel Nos. 106-0405.01, 106-0405.02;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, Block Two (2), of Graelyn Subdivision (recorded as Doc. No. 374816), Village of Barneveld, Iowa County, Wisconsin.

Tax Parcel Nos. 106-0405.03, 106-0405.04, 106-0405.05, 106-0405.06, 106-0405.07, 106-0405.08, 106-0405.09, 106-0405.10, 106-0405.11, 106-0405.12;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16, 17 & 18, Block Three (3), of Graelyn Subdivision (recorded as Document No. 374816), Village of Barneveld, Iowa County, Wisconsin.

Tax Parcel Nos. 106-0405.14, 106-0405.15, 106-0405.16, 106-0405.17, 106-0405.18, 106-0405.19, 106-0405.20, 106-0405.21, 106-0405.22, 106-0405.23, 106-0405.29, 106-0405.30, 106-0405.31

### **DESIGN HOMES, INC., Parcels:**

Lots 11, 12, 13 & 15, Block Three (3), of Graelyn Subdivision (recorded as Document No. 374816), Village of Barneveld, Iowa County, Wisconsin.

Tax Parcel Nos. 106-0405.24, 106-0405.25, 106-0405.26, 106-0405.28