

320908

VOL. 271 RECORDS PAGE 715 REGISTER'S OFFICE
RESTRICTIVE COVENANTS

DUNN COUNTY, WISCONSIN
Received for record the 22nd day
of November A. D., 1977
at 3:30 P. M. and recorded in
Vol. 271 of Records on page 715-17

TANGLEWOOD OF MENOMONIE, INC., A Corporation
TO
THE PUBLIC

H. G. Schmitz
HUBB G. SCHMITZ, Register of Deeds

WITNESSETH: TANGLEWOOD OF MENOMONIE, INC., by it's President and Secretary, who first were duly sworn on oath, deposes and says that it is the sole owner of Tanglewood Ridge, Town of Menomonie, Dunn County, Wisconsin, more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17; Tanglewood Ridge, Town of Menomonie, Dunn County, Wisconsin.

That the Corporation as such owner makes these premises as restrictive covenants for the purpose of keeping said subdivision desirable and uniform and in suitable, aesthetetic, practical and architectural design and use as herein specified, said restrictions herein contained shall run with the land and be binding upon all parties having or acquiring any right, title or interest in or to the real property or any part or parts thereof. The Corporation intends that the Restrictive Covenants hereinafter set forth shall be incorporated by reference in each of the deeds of conveyance and shall bind the heirs, executors, administrators, successors and assigns of the grantor and to inure to the benefit of the heirs, executors, administrators, successors and assigns of the grantee in the same manner as if specifically named in such covenants.

That the Corporation therefore will convey said premises subject to the following covenants:

1. All lots shall be known and described as residential and be used for that purpose. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one attached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than two (2) cars.

2. No buildings shall be erected, placed, or altered on any lot in this subdivision until the exterior design and location thereof have been approved in writing by a committee appointed by the Board of Directors of the Corporation; if however, the committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or if the committee disapproves the design and location within thirty days, the applicant may appeal to the entire Board of Directors of Tanglewood of Menomonie, Inc. for redress. If the Board of Directors of Tanglewood of Menomonie, Inc. has not acted in thirty days, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required.

3. No building, porch, or projection shall be erected or maintained on any lot closer than seventy-five (75) feet from the rear property line, nor closer than ten (10) feet from any side property line, nor closer than thirty-five (35) feet from any street line.

LAW OFFICES OF
PETERSON, PETERSON,
WALTER & SKINNER
818 MAIN STREET
P. O. BOX 489
MENOMONIE, WISCONSIN
54751

4. No lot shall be divided or redivided.

5. Whenever two or more contiguous lots in the subdivision shall be owned by the same person, and such person shall desire to use two or more of them as a consolidated site for a single dwelling house, he shall apply in writing to the committee established in paragraph 2 hereof for permission to depart from the setback requirements along the internal lot lines of the consolidated site. If written permission for such a use shall be granted and a building built in departure of the original setback requirements, the lots constituting the consolidated site shall be treated in other respects as a single lot for the purpose of applying this restriction.

6. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than twelve hundred (1200) square feet, in the case of one-story structure not less than eight hundred (800) square feet in the case of a one and one-half story, two or two and one-half story house.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on the lot, shall be at any time used as a residence temporarily or permanently nor shall any structure of a temporary character be erected, used, or occupied for any residence purpose, and all structures shall be completely finished on the exterior within one year after commencement of the excavation or construction thereof. No garage or other structure shall be erected on any lot before the residence thereon is constructed.

8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. Boundary fences on individual lots are prohibited.

10. Every tank for the storage of fuel that is installed outside any building on any lot shall be either buried below the surface of the ground or screened and painted, to the satisfaction of the committee established in paragraph 2 hereof, by fencing or shrubbery.

11. No shedding poplars, boxelders, cottonwoods, or other objectionable trees shall be planted.

12. No garbage, refuse, or refuse receptacles shall be placed or left on any lot so as to be viewed or become a nuisance.

13. No signs other than a sign identifying the property and a "For Sale" sign shall be displayed on any lot. Identification signs shall not exceed two (2) square feet in size.

14. No animals shall be kept or maintained on any lot, except the usual household pets; and, in such case, the pets shall be kept and maintained as not to become an unreasonable annoyance or nuisance to the other residents in the subdivision, by reason of movement, noise, or odor. That all cats and dogs when on the exterior of the residence shall be leashed at all times.

15. That given the location and layout of Tanglewood Golf Course and it's proximity to this subdivision and all lots therein, that all grantees of the corporation, their heirs,

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executors, administrators and assigns, hereby agree that no law suits or any other claim shall be made against the corporation, it's officers, directors, agents and employees for damage for liability that may result from the operation of the golf course referred to above. That it is acknowledged by said grantees, heirs, executors, administrators, successors and assigns that they are aware of the nature of the game of golf and are aware of the need to manage the golf course in the application of insecticides, herbicides and fertilizers and make this agreement with full knowledge thereof.

16. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1988, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the Board of Directors, it is agreed to change the said covenants in whole or in part.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, William D. Amthor, President, and Judith A. Herr, Secretary, have hereunto set their hands and seals this 22nd day of NOVEMBER, 1977.

TANGLEWOOD OF MENOMONIE, INC.

BY William D. Amthor

William D. Amthor, President

BY Judith A. Herr

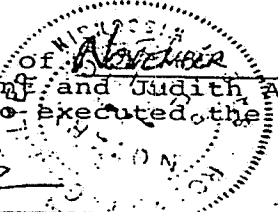
Judith A. Herr, Secretary

STATE OF WISCONSIN)

COUNTY OF DUNN)

Personally came before me this 22nd day of November, 1977, the above named, William D. Amthor, President and Judith A. Herr, Secretary, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Robert G. Walter



Notary Public

Dunn County, Wisconsin.

My commission permanant

LAW OFFICES OF
PETERSON, PETERSON,
WALTER & SKINNER
818 MAIN STREET
P. O. BOX 489
MENOMONIE, WISCONSIN
54751

322348

Lots 1-17 Tanglewood Ridge Tn. Meno.

VOL. 274 RECORDS PAGE 438

REC'D March 9, 1978 at 11:15 A.M.

RECORDED: VOL. 274 RECORDS PAGE(S) 438-439

AMENDMENT TO

RESTRICTIVE COVENANTS

HERIB D. SCHUTZ, REG. OF DEEDS, DUNN, CO. WIS.
Chg. & Ret. Bob Walker

TANGLEWOOD OF MENOMONIE, INC.,
A corporation

TO

THE PUBLIC

WITNESSETH: TANGLEWOOD OF MENOMONIE, INC. by it's President and Secretary, who first were duly sworn on oath, deposes and says that it is the sole owner of Tanglewood Ridge, Town of Menomonie, Dunn County, Wisconsin, more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17; Tanglewood Ridge, Town of Menomonie, Dunn County, Wisconsin.

That the Corporation as such owner makes these premises as amendments to those certain restrictive covenants dated the 22nd day of November, 1977, and recorded the 22nd day of November, 1977, at 3:30 p.m. in Volume 271 of Records, on pages 715-17.

That these amendments affect only paragraph 3 of said restrictive covenants and in no way alter, amend or remove any other covenants or deed restrictions as contained in those certain restrictive covenants referred to above.

That paragraph 3 of said restrictive covenants are amended to read as follows:

No building, porch, or projection shall be erected or maintained on any lot, except as provided below,

closer than seventy-five (75) feet from the rear property line, nor closer than ten (10) feet from any side property line, nor closer than thirty-five (35) feet from any street line except as follows:

With regard to Lot 2, no building, porch or projection shall be erected or maintained closer than ten (10) feet from the easterly lot line, ten (10) feet from the northerly lot line, thirty-five (35) feet from the westerly lot line and thirty-five (35) feet from the southerly lot line.

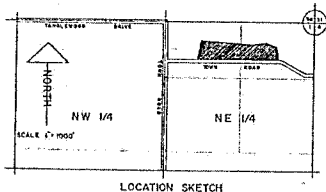
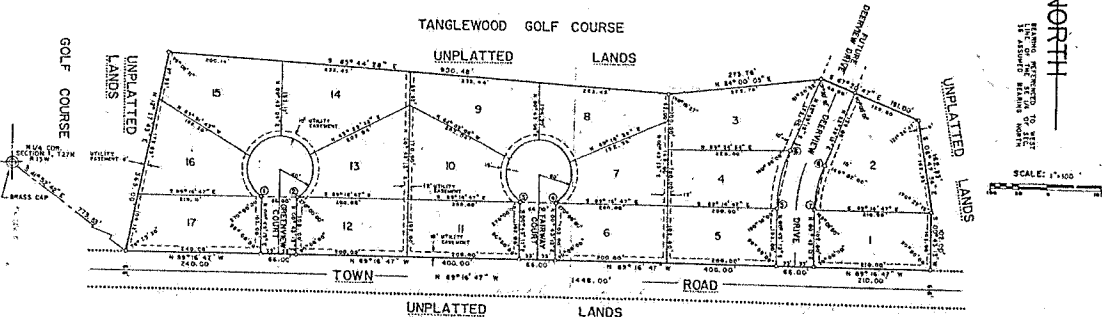
With regard to Lot 3, no building, porch or projection shall be erected or maintained closer than thirty-five (35) feet from the easterly lot line, thirty (30) feet from the northerly lot line, seventy-five (75) feet from the westerly lot line and ten (10) feet from the southerly lot line.

With regard to Lot 8, no building, porch or projection shall be erected or maintained closer than seventy-five (75) feet to the easterly lot line, thirty (30) feet from the northerly lot line, ten (10) feet from the westerly lot line, ten feet from

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54751

TANGLEWOOD RIDGE

LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NE 1/4, SECTION 1, TOWN 27 NORTH, RANGE 13 WEST, TOWN OF MENOMONEE, COUNTY OF DUNN, STATE OF WISCONSIN.



LEGEND
 1/4" x 30" ROUND IRON ROD WEIGHING 4.17 LBS/LF
 3/4" x 30" ROUND IRON ROD WEIGHING 1.302 LBS/LF AT ALL OTHER LOCATIONS
 UTILITY EASEMENT 4' WIDE AS NOTED

CURVE NO.	LOT NO.	RADIUS	CHORD LENGTH	ARC LENGTH	CHORD BEARINGS	CENTRAL ANGLE	TANGENT BEARINGS
1-2	16	60.00'	86.00'	507.11'	S 80°46'47" E	293°15'58"	N 55°04'46" W
	15	"	80.19'	87.82'	N 13°58'56" W	83°25'40"	85°31'40"
	16	"	62.50'	65.73'	N 59°53'23" E	52°46'18"	52°46'18"
	14	"	62.50'	65.73'	S 57°53'38" E	62°46'20"	62°46'20"
	13	"	80.19'	87.82'	S 10°15'58" E	83°25'40"	83°25'40"
3-4	10	60.00'	66.00'	507.11'	S 80°46'47" E	293°15'58"	N 55°04'46" W
	9	"	80.19'	87.82'	N 13°58'56" W	83°25'40"	85°31'40"
	10	"	62.50'	65.73'	N 59°53'23" E	52°46'18"	52°46'18"
	11	"	62.50'	65.73'	S 57°53'38" E	62°46'20"	62°46'20"
	7	"	80.19'	87.82'	S 10°15'58" E	83°25'40"	83°25'40"
5-6	4	276.00'	105.00'	105.66'	N 11°41'13" E	21°56'00"	N 00°43'13" E
	4	"	105.00'	105.66'	N 11°41'13" E	21°56'00"	N 00°43'13" E
7-8	2	210.00'	79.30'	80.39'	N 11°41'13" E	21°56'00"	N 00°43'13" E
	2	"	79.30'	80.39'	N 11°41'13" E	21°56'00"	N 00°43'13" E

NOTE
 ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDRETH OF A FOOT. ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST THIRTY SECONDS AND COMPUTED TO THE NEAREST HALF SECOND.

THIS INSTRUMENT DRAFTED BY LEON S. HERRICK

SURVEYOR'S CERTIFICATE
 I, LEON S. HERRICK, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND LAYED A PLAN OF TANGLEWOOD RIDGE LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 1, T27N, R13W, TOWN OF MENOMONEE, COUNTY OF DUNN, STATE OF WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE WESTERLY CORNER OF SAID SECTION 1, THENCE S 47°22'40" E 779.53 ± 0.04 FEET TO POINT OF BEGINNING; THENCE N 10°17'40" E 365.00 FEET THENCE FEET TO THE POINT OF BEGINNING; THENCE S 80°46'47" E 279.78 FEET THENCE S 67°20'40" E 193.00 FEET THENCE S 52°46'18" E 162.55 FEET THENCE S 00°43'13" W 102.00 FEET THENCE N 89°56'47" W 1,540.00 FEET TO THE POINT OF BEGINNING.
 THAT SAID PLAN IS A CORRECT REPRESENTATION OF ALL EXISTING BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.
 THAT I HAVE MADE SUCH SURVEY, LAND DIVISION, AND PLAN BY THE DIRECTION OF THE OWNER OF SAID LANDS.
 THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBORDINATE REGULATIONS OF THE COUNTY OF DUNN AND THE TOWN OF MENOMONEE IN SURVEYING, DIVIDING, AND LAYING THE SAID PLAN.
 DATED THIS 20th DAY OF August, 1977.
 LEON S. HERRICK



COMMON COUNCIL RESOLUTION
 RESOLVED, THAT THE PLAN OF TANGLEWOOD RIDGE IN THE TOWN OF MENOMONEE, TOWNSHIP OF MENOMONEE, COUNTY OF DUNN, WISCONSIN, IS HEREBY APPROVED BY THE COMMON COUNCIL.
 DATE 9/28/77 APPROVED [Signature]
 DATE 9/28/77 SIGNED [Signature]
 CITY CLERK

TOWN BOARD RESOLUTION
 RESOLVED, THAT THE PLAN OF TANGLEWOOD RIDGE IN THE TOWN OF MENOMONEE, TOWNSHIP OF MENOMONEE, COUNTY OF DUNN, WISCONSIN, IS HEREBY APPROVED BY THE TOWN BOARD.
 DATE 9/28/77 APPROVED [Signature]
 DATE 9/28/77 SIGNED [Signature]
 TOWN CLERK

CERTIFICATE OF TOWN TREASURER
 STATE OF WISCONSIN) SS
 DUNN COUNTY)
 I, [Signature], BEING THE ONLY ELEGED QUALIFIED AND OATH TAKEN TREASURER OF THE TOWN OF MENOMONEE, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO OTHER TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF 9/28/77 ON ANY OF THE LANDS INCLUDED IN THE PLAN OF TANGLEWOOD RIDGE.
 DATE 9-28-77 [Signature]
 TOWN TREASURER

CORPORATE OWNER'S CERTIFICATE OF DEDICATION
 TANGLEWOOD OF MENOMONEE, INC., A CORPORATION duly organized and existing under and by virtue of the laws of the State of Wisconsin, as done, does hereby certify that said corporation caused the land described on this plan to be surveyed, mapped and dedicated as represented on this plan.
 TANGLEWOOD OF MENOMONEE, INC., does further certify that this plan is required by 236.10 and 236.12 to be submitted to the following for approval or objection:
 1. TOWN OF MENOMONEE
 2. CITY OF MENOMONEE
 3. DEVELOPMENT, ZONING & PLANNING COMMITTEE OF DUNN COUNTY
 4. DEPARTMENT OF LOCAL AFFAIRS & DEVELOPMENT
 5. DEPARTMENT OF HEALTH - DEPARTMENT OF HEALTH & SOCIAL SERVICES

IN WITNESS WHEREOF, THE SAID TANGLEWOOD OF MENOMONEE, INC. HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY WILLIAM D. ANTHONY, ITS PRESIDENT, AND COUNTERSIGNED BY JOSHUA HARRIS, ITS SECRETARY (CORPORATE), AT MENOMONEE, WISCONSIN, AND THE CORPORATE SEAL TO BE HEREON AFFIXED ON THIS 14th DAY OF November, 1977.
 IN THE PRESENCE OF:
 TANGLEWOOD OF MENOMONEE, INC.
 William D. Anthony
 Joshua Harris

NOTARIAL PUBLIC
 STATE OF WISCONSIN) SS
 DUNN COUNTY)
 I, [Signature], BEING THE ONLY ELEGED, QUALIFIED AND OATH TAKEN TREASURER OF THE COUNTY OF DUNN, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNRECORDED TAXES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF 11-22-77 AFFECTING THE LANDS INCLUDED IN THE PLAN OF TANGLEWOOD RIDGE.
 DATE 11-22-77 [Signature]
 COUNTY TREASURER

320905
REGISTER'S OFFICE
 DUNN COUNTY, WISCONSIN
 PAID BY FEE ON 12.22.77
 12 November A.D. 1977
 [Signature]
 REGISTER

CONSENT OF MORTGAGEE
 WE, KENNETH AND BARRIE WISNIEWSKI, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DO HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED IN THIS PLAN, AND WE DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF TANGLEWOOD OF MENOMONEE, INC., OWNER.
 WITNESS THE HAND AND SEAL OF KENNETH AND BARRIE WISNIEWSKI, MORTGAGEE, THIS 14th DAY OF November, 1977.
 IN THE PRESENCE OF:
 Kenneth Wisniewski
 Barrie Wisniewski

STATE OF WISCONSIN) SS
DUNN COUNTY)
 PERSONALLY CAME BEFORE ME THIS 14th DAY OF November, 1977, THE ABOVE NAMED KENNETH AND BARRIE WISNIEWSKI, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.
 (NOTARY SEAL) [Signature]
 NOTARY PUBLIC, DUNN COUNTY, WISCONSIN
 MY COMMISSION EXPIRES [Signature]

CONSENT OF MORTGAGEE
 WE, HERBERT W. AND GERALDINE E. BRADAC, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DO HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAN, AND WE DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF TANGLEWOOD OF MENOMONEE, INC., OWNER.
 WITNESS THE HAND AND SEAL OF HERBERT W. AND GERALDINE E. BRADAC, MORTGAGEE, THIS 14th DAY OF November, 1977.
 IN THE PRESENCE OF:
 Herbert W. Bradac
 Geraldine E. Bradac

STATE OF WISCONSIN) SS
DUNN COUNTY)
 PERSONALLY CAME BEFORE ME THIS 14th DAY OF November, 1977, THE ABOVE NAMED HERBERT W. AND GERALDINE E. BRADAC, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.
 (NOTARY SEAL) [Signature]
 NOTARY PUBLIC, DUNN COUNTY, WISCONSIN
 MY COMMISSION EXPIRES [Signature]

CONSENT OF MORTGAGEE
 WE, HERBERT W. AND GERALDINE E. BRADAC, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DO HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAN, AND WE DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF TANGLEWOOD OF MENOMONEE, INC., OWNER.
 WITNESS THE HAND AND SEAL OF HERBERT W. AND GERALDINE E. BRADAC, MORTGAGEE, THIS 14th DAY OF November, 1977.
 IN THE PRESENCE OF:
 Herbert W. Bradac
 Geraldine E. Bradac

STATE OF WISCONSIN) SS
DUNN COUNTY)
 PERSONALLY CAME BEFORE ME THIS 14th DAY OF November, 1977, THE ABOVE NAMED HERBERT W. AND GERALDINE E. BRADAC, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.
 (NOTARY SEAL) [Signature]
 NOTARY PUBLIC, DUNN COUNTY, WISCONSIN
 MY COMMISSION EXPIRES [Signature]

STATE OF WISCONSIN) SS
DUNN COUNTY)
 I, [Signature], BEING THE ONLY ELEGED, QUALIFIED AND OATH TAKEN TREASURER OF THE COUNTY OF DUNN, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNRECORDED TAXES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF 11-22-77 AFFECTING THE LANDS INCLUDED IN THE PLAN OF TANGLEWOOD RIDGE.
 DATE 11-22-77 [Signature]
 COUNTY TREASURER

There are no objections to this plan with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., and W. 85 of the Wis. Admin. Code as provided by Sec. 236.12 (5), Wis. Stats.
 Certified this 14th day of November, 1977.
 Robert J. Pittman
 Department of Local Affairs & Development

