

DOCUMENT NO.

DECLARATION OF
PROTECTIVE COVENANTS

537885
THIS SPACE RESERVED FOR RECORDING DATA
DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES M. MRDUTT

RECORDED ON
10/04/2006 03:25PM

REC FEE: 15.00
FEE EXEMPT #:

PAGES: 3

This declaration is made by Scenic Heights, Inc., a Wisconsin corporation, owner of the following described real estate located in the City of Menomonie:

Lots 1 through 21, Scenic Heights Addition, City of Menomonie, Dunn County, Wisconsin.

PROTECTIVE COVENANTS AND RESTRICTIONS.

1. The above-described land shall be used for single family residential purposes only except that park, garden, and recreational use is permitted in connection with residential use.

RETURN TO: SCHOFIELD & HIGLEY, S.C.
700 WOLSKE BAY ROAD
MENOMONIE, WI 54751

1220 B
Meno.
Fickler

Parcel Identification Number (PIN)

2. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height, together with a private, connecting garage for the use of the occupants of said single family dwelling, and one out building. No metal yard sheds of any kind shall be permitted. The connecting garage shall be included in the initial construction phase of the single-family dwelling. This provision shall not prevent use of a room on the premises for an office or studio by the occupant of the dwelling.

3. Minimum Building Sizes. The finished living area of the main structure, exclusive of the open porches and garages, shall be not less than:

- 1,400 sq. ft. for a one-story dwelling
- 2,000 sq. ft. for a two-story dwelling
- 1,300 sq. ft. on the upper level of a bi-level dwelling
- 1,500 sq. ft. on upper two levels of a tri-level dwelling

4. All dwellings shall have an attached two-car (or larger) garage.

5. No trailer, basement, mobile home, double-wide trailer, shack, tent, garage or any other type of outbuilding shall be at any time used or occupied for residential purposes and all structures shall be completely finished on the exterior within one year after commencement of the excavation or construction thereof. Consistent with this instrument, no garage or other structure shall be erected on any parcel or lot before the residence thereon is constructed. Consistent with this instrument, if any outbuilding is constructed, it shall have a maximum sidewall height of ten (10) feet, and shall be a maximum of 150 square feet.

6. Nothing shall be done or kept on any lot or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, any lot, or any part thereof or of the dwelling and/or improvements thereon shall be committed by any owner or agent or invitee of any owner.

7. No noxious or offensive trade or activity shall be carried on upon any lot or parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. No parcel or lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in covered, sanitary containers. Burning drums or incinerators for trash, garbage, or other waste shall not be used. Dumpsters shall not be considered covered sanitary containers and shall not be used except during construction.
9. No underground storage tanks shall be installed on any parcel or portion thereof.
10. No sign of any kind shall be displayed to the public view, except one professional sign of not more than one (1) square foot, one sign not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise during the construction and/or sales period.
11. The owners of the parcel or lot shall be responsible for property conservation and land maintenance practices which include, but not limited to, weed control, water run off, and erosion control. Under no circumstances shall fill or other material be removed from a lot except as may be reasonably necessary to construct a dwelling or other improvement to a lot.
12. Lot owners shall comply with all applicable Federal, State, County and City building, environmental and land use statutes and ordinances.
13. No structures of a temporary nature shall be used on any lot at any time, except by builders during the period of construction of a dwelling.
14. No structure of any kind shall be moved onto the property from any other location without written permission of all lot owners.
15. No disabled vehicles or farm equipment shall be stored outside of buildings. The premises shall at all times be kept neat and orderly.
16. No more than one (1) outbuilding (storage shed or similar building) is permitted. Any outbuilding shall conform in appearance and color to the exterior of the dwelling house. No outbuildings may be used for dwelling purposes.
17. In order to protect the structural integrity and good repair of the streets, a temporary driveway shall be installed before excavation or unloading of construction materials. All driveways shall be constructed of asphalt or concrete and shall be completed within one (1) year after commencement of construction of a dwelling on a lot. Any culverts shall have apron walls at each end.
18. No noxious or offensive trade or activity shall take place on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets so long as they are not kept, bred or maintained for commercial purposes, or allowed to annoy neighbors. The number of pets shall be restricted to three (e.g. two dogs and one cat, or one dog and two cats).
19. All buildings and grounds shall be kept neat and orderly.
21. All utility services, including, but not limited to, electrical, telephone and cable television service and distribution lines, shall be located below grade. Overhead utility lines are prohibited. Propane tanks are acceptable and may be above ground.

REMEDY FOR VIOLATION(S) OF COVENANTS AND RESTRICTIONS AS STATED HEREIN.

If any party violates, or attempts to violate 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, or attempting to violate, either to prevent said violation or to recover damages. The defendant found to be in violation shall pay reasonable and necessary legal fees and expenses incurred by the plaintiff in such an action.

Dated this 10/4/06 day of ~~September~~, 2006.

Scenic Heights, Inc.

By: Rodney A. Buss
Rodney A. Buss, Shareholder

By: Linda M. Buss
Linda M. Buss, Shareholder

CONSENT OF MORTGAGEE

S & C Bank, a mortgage holder in the above-described real estate, hereby consents to the recording of the covenants.

S & C BANK

By: David Thoe

Suscribed and sworn to before me
the above named Rodney A. Buss and
Linda M. Buss, this 4th day of
October, 2006.

Cheryl J. F...
Notary Public, State of Wisconsin
My commission expires 6/28/09

This document drafted by:

John K. Higley, Atty.
Menomonie, WI 54751

AMENDMENT TO
PROTECTIVE COVENANTS

Document Number

Document Title



8 0 6 6 0 8 9
Tx:4048187

631137

DUNN COUNTY, WI
REGISTER OF DEEDS
HEATHER M. KUHN

RECORDED ON
09/17/2018 03:36 PM

REC FEE: 30.00

FEE EXEMPT #:

PAGES: 5

Recording Area

Name and Return Address

Dunn County Title Services
1125 Broadway St. N, Unit #2
Menomonie WI 54751

~~17251-2-281327-004-0011 &~~

Parcel Identification Number (PIN)

17251-2-281327-004-0012

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document file, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev, 12/22/2010

**AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS**

WHEREAS, a Declaration of Protective Covenants was executed by Scenic Heights, Inc., on October 4, 2006 and recorded in the office of the Dunn County Register of Deeds on October 4, 2006, as Document No. 537885; and

WHEREAS, the Declaration of Protective Covenants affected real estate described as Lots 1 through 21 of the Plat of Scenic Heights I (a/k/a Scenic Heights), which Plat was recorded in the office of the Dunn County Register of Deeds on September 12, 2006, as Document No. 537273; and

WHEREAS, a Certified Survey Map No. 4090 was created and recorded in the office of the Dunn County Register of Deeds on June 25, 2014, in Volume 20, page 30, as Document No. 603018, which Certified Survey Map included all of Lot 7 of the Plat of Scenic Heights I and an additional rectangular parcel adjacent to said Lot 7 lying Easterly thereof, now collectively known as Lot 1 of said Certified Survey Map No. 4090, this said Lot 1 having been heretofore conveyed to Emily A. Flory and David R. Carolan; and

WHEREAS, Certified Survey Map No. 4468 was recorded in the office of the Dunn County Register of Deeds on August 30, 2018, in Volume 22, page 68, as Document No. 630731, creating out of Lots 13 and 14 of the Plat of Scenic Heights I new lots designated in said Certified Survey Map as Lots 7, 8, 9 and 10 of the said Certified Survey Map No. 4468; and

WHEREAS, a proposed plat of Scenic Heights III has been approved by the City of Menomonie, and is awaiting approval by the State of Wisconsin prior to the recording thereof, which Plat splits Lots 1 through 4 of Scenic Heights I into Lots 1, 1A, 2, 2A, 3, 3A, 4, 4A; and

WHEREAS, Lot 5 in Scenic Heights III remains as platted in Scenic Heights I; and

WHEREAS, Lot 6 of Scenic Heights I is not made a part of Scenic Heights III; and

WHEREAS, Lot 7 and that part of the adjacent add-on piece described above and in Certified Survey Map No. 4090 remains in Scenic Heights I; and

WHEREAS, new Lots 8, 9, and 10 are as platted in Scenic Heights III; and

WHEREAS, Lots 11, 12, 15, 16, 17, 18, 19, 20 and 21 of the Plat of Scenic Heights I have been reconfigured and renumbered in the Plat of Scenic Heights III as Lots 11, 11A, 12, 12A, 15, 15A, 16, 16A, 17, 17A, 18, 18A, 19, 19A, 20 and 20A; and

WHEREAS, the owner of Lot 6 of Scenic Heights I (Scenic Heights, Inc.) and the owners of Lot 1 of Certified Survey Map No. 4090, being part of the Plat of Scenic Heights I, desire that this Amendment to the Declaration of Protective Covenants apply to their said premises located in the Plat of Scenic Heights I; and

WHEREAS, the owner (Scenic Heights, Inc.) of all of the proposed lots in Scenic Heights III desires that this Amendment of the Declaration of Protective Covenants be applicable to all of said proposed lots in Scenic Heights III previously being a part of Scenic Heights I;

NOW THEREFORE, IT IS HEREBY DECLARED that:

1. The Declaration of Protective Covenants recorded as Document No. 537885, as amended herein, shall apply to Lot 6 of Scenic Heights I Addition, Lot 1 of Certified Survey Map No. 4090 and Lots 7, 8, 9 and 10 of Certified Survey Map No. 4468.
2. The Declaration of Protective Covenants recorded as Document No. 537885, as amended herein, shall apply to all of the proposed platted lots in Scenic Heights III.
3. Paragraph "1" of the Declaration of Protective Covenants is Amended to read as follows: "Lot 6 of the Plat of Scenic Heights I, Lot 1 of that Certified Survey Map No. 4090, recorded in Volume 20, page 30, as Document No. 603018, and Lots 5, 8, 9 and 10 of the Plat of Scenic Heights III shall be used only for single family residential purposes.

Lots 7, 8, 9 and 10 of Certified Survey Map No. 4468, recorded in Volume 22, page 68, as Document No. 630731, and Lots 1, 1A, 2, 2A, 3, 3A, 4, 4A, 11, 11A, 12, 12A, 15, 15A, 16, 16A, 17, 17A, 18, 18A, 19, 19A, 20 and 20A of the proposed Plat of Scenic Heights III shall be used only for twin home purposes. A 'twin home' is a structure designed to provide two separate residential living units with a common, shared center wall. The exterior siding, window and door trim and roof color and material shall be the same on each half of the twin home."

4. These Covenants as amended may be amended by a three-fourths (3/4ths) vote of the lot owners. One (1) vote is assigned to Lot 6 of Scenic Heights I, one (1) vote is assigned to Lot 1 of Certified Survey Map No. 4090, and one (1) vote is assigned to each of Lots 5, 8, 9 and 10 of Scenic Heights III. A one-half (1/2) vote is assigned to each of Lots 7, 8, 9 and 10 of Certified Survey Map No. 4468, and a one-half (1/2) vote is assigned to all other lots in the proposed Plat of Scenic Heights III not otherwise referenced in the preceding paragraph.

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, a Declaration of Protective Covenants was executed by Scenic Heights, Inc., on October 4, 2006 and recorded in the office of the Dunn County Register of Deeds on October 4, 2006, as Document No. 537885; and

WHEREAS, an Amendment to the Declaration of Protective Covenants was recorded on September 7, 2018, as Doc.No. 631137; and

WHEREAS, the Protective Covenants affect title to and are binding upon all of the Lots in the Plat of Scenic Heights I and all of the Lots in the Plat of Scenic Heights III, including Lot 1 of that Certified Survey Map No. 4090, recorded June 25, 2014, in Vol. 20, pg. 30, as Doc. No. 603018, which Certified Survey Map includes all of Lot 7 of the Plat of Scenic Heights I and an additional rectangular parcel adjacent to said Lot 7 lying Easterly thereof, and new Lots 7, 8, 9 and 10 of Certified Survey Map No. 4468 recorded August 30, 2018, in Vol. 22, pg. 68, as Doc. No. 630731, creating the aforesaid Certified Survey Map Lots out of Lots 13 and 14 of the Plat of Scenic Heights I; and

WHEREAS, a copy of the Amendment to Protective Covenants recorded as Doc. No. 631137 is attached hereto for reference so that, among other things, it be clear what properties are affected by the Covenants, and the new designations of various Lots and Parcels affected by the Covenants; and

WHEREAS, it is desired that the minimum building size of the Covenants be amended as set forth hereinbelow to accommodate twin home construction where twin home construction is permitted by applicable zoning code;

NOW THEREFORE, ALL OF THE OWNERS OF Lots now affected by the Declaration of Protective Covenants recorded as Doc. No. 537885, and as amended in the Amendment to Protective Covenants recorded as Doc. No. 631137, agree to the following Amendment to same:

Paragraph 3 of the Declaration of Protective Covenants, Minimum Building Sizes, is hereby amended to provide that the minimum finished living area of the main structure, exclusive of the open porches and garages, shall be not less than 1,175 square feet for a one-story dwelling and 1,300 square feet for a two-story dwelling.

by: Rodney A. Buss, President

* _____,
_____, Notary Public
My Commission expires: _____.

Emily A. Carolan, f/k/a Emily Flory

* _____,
_____, Notary Public
My Commission expires: _____.

Date: _____

David R. Carolan

STATE OF WISCONSIN }
COUNTY OF _____ } ss.

Personally came before me this _____ day of _____, 2019, the above named David R. Carolan, known to be the person who executed the foregoing instrument and acknowledges the same.

* _____,
_____, Notary Public
My Commission expires: _____.

CONSENT OF MORTGAGEE

Quicken Loans, holding a mortgage interest in part of the above described real estate, namely, Lot 1 of that Certified Survey Map No. 4090, hereby consents to this Amendment to Declaration of Protective Covenants.

QUICKEN LOANS

Date: _____

By: _____

STATE OF WISCONSIN }
COUNTY OF _____ } ss.

Personally came before me this _____ day of _____, 2019, the above named _____, known to be the person who executed the foregoing instrument and acknowledges the same.

* _____
_____, Notary Public
My Commission expires: _____.

Kevin S. Peterson

Personally came before me this _____ day of _____, 2019, the above named Kevin S. Peterson, known to be the person who executed the foregoing instrument and acknowledges the same.

* _____,
_____, Notary Public
My Commission expires: _____.

Drafted by:
Robert L. Loberg
Loberg Law Office, LLP