Lots 5-50 Creek Ridge

REC'D June 11, 1996 at 2:30 P.M.
RECORDED VOL. 638 RECORDS PAGE 231-234
James M. Mehlitt

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DECLARATION OF COVENANTS AND RESTRICTIONS

424926

THIS DECLARATION is made as of the 10th day of June, 1996, by the undersigned owners ("OWNERS").

W I T N E S S E T H:

WHEREAS, the Owners of the real property described in paragraph 1 of this Declaration ("OWNERS"), are desirous of subjecting the real property described in said paragraph 1 to the covenants, conditions, restrictions and reservations hereinafter set forth for the benefit of the said property as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, OWNERS hereby declare that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the covenants, conditions, restrictions and reservations hereinafter set forth, which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind all successors in interest, and any owner thereof.

1. Property Subject To This Declaration. The following property is subject to this Declaration:

Lots Five (5) thru Fifty (50), Plat of Creek Ridge, City of Menomonie, Dunn County, Wisconsin.

2. General Purpose. The purpose of this Declaration is to insure the best use and most appropriate development and improvement of lots; to protect owners of lots against such use of surrounding building sites as will detract from the residential value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed, built or proportioned structures; to obtain harmonious use of material and color schemes; and in general to provide adequately for a high quality of improvement on said property and thereby to preserve and enhance the value of investments made by purchasers of lots.

3. Land Use. No lot shall be used except for single family residential purposes; and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and a private garage for not more than three cars.

4. Mobile Homes. No trailer, mobile home or double-wide modular home shall be placed on any lot. Travel trailers and recreational vehicles shall not be parked or stored on any lot for more than fourteen (14) days.

5. Camping. No camping shall be permitted on any lot at any time.

6. Completion of Construction Work. All building exteriors, including exterior color, shall be completed within nine (9) months from the date construction begins. All building exteriors, exclusive of brick or stone, shall be stained or painted in a natural color compatible with the landscape.

7. Pets. No animals shall be kept or maintained on any lot except the usual household pets, and such pets shall be so kept and maintained as not to become an annoyance or nuisance to owners of other lots by reason of movement, noise or odor. All pets must be on a leash when outside the home.

8. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, shack, garage, barn, or other outbuilding shall be permitted to remain or be used on any lot at any time as a residence either temporarily or permanently.

9. Signs. No professional sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Conservancy Area. Any portion of any of the lots lying below the 850 contour line shall be designated as conservancy area. No building or other structure of any kind (including, without limitation, any pool, deck or fence) shall be erected, placed, or permitted to remain on or over any portion of any lot lying below the 850 contour line. All owners shall use their best efforts to protect the trees and other natural vegetation in the conservancy area.

11. Architectural Control. No building or other permanent structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Land Use and Building Design Committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.

12. Land Use and Building Design Committee. The Land Use and Building Design Committee is composed of Michael E. Hopkins and C. Thomas Dow. A majority of the committee may designate a representative to act for it. In the event of death or resignation 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 any compensation for services performed pursuant to this declaration. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

13. Approval Procedure. The Land Use and Building Design Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 20 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. Construction Standards. All buildings shall be constructed with Pella™ Proline™ windows, or windows of equivalent quality subject to the approval of the Land Use and Building Design Committee and with Certainteed Horizon™ roof shingles, or shingles of equivalent quality subject to the approval of the Land Use and Building Design Committee.

15. Significant Trees. There are many trees located on the non-conservancy parts of the lots that add significant character and beauty to the development. All lot owners must receive the approval of the Land Use and Building Design Committee prior to removing any tree which is twelve inches (12") in diameter at a point five feet (5') above the ground.

16. Paved Driveways. A cement or blacktop driveway shall be in place within eighteen (18) months after commencement of construction of a home on a lot; provided, however, a paved driveway is not required to be completed until the street in front of the driveway is paved.

17. Garages. All dwellings on lots 12 through 50, inclusive, shall be designed and constructed with attached garages. Each garage shall be connected to the street by a properly surfaced driveway, shall harmonize with the dwelling structure as to design, materials, and finished floor elevations, and shall be a part of or attached to the dwelling structure.

18. Neighborhood Association. There is hereby created the Creek Ridge Association which shall consist of all of the owners of real estate located within the property subject hereto and owners of lots in the proposed Creek Ridge Subdivision. The Association may adopt By-Laws and Rules and Regulations by majority vote of its members.

19. Vehicles. No boat, boat trailer, house trailer, camper, motor home, snowmobile, or other recreational vehicle, nor motor coach or truck, not including pick-up trucks or vans not exceeding one (1) ton, shall be parked, stored or permitted to remain on a lot or street within the property, unless parked or stored within the garage and out of view.

20. Noxious Activities. 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 to the neighborhood. Running of recreation vehicles (mini-bikes, snowmobiles, etc.) on any lot for extended periods or as a matter of practice shall constitute a nuisance.

21. Garbage. All rubbish, debris, and garbage shall be stored and maintained in enclosed containers not visible from any street, or stored and maintained in enclosed containers located entirely within the garage or basement. Closed containers outside the garage or basement shall be screened from the view of an adjacent residential dwelling.

22. Landscaping. No weeds, underbrush, or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or allowed to remain on any part of any lot; provided, however, that upon request and the submission of a location plan, the Land Use and Building Design Committee may permit, within its discretion, areas of lots to remain in their natural state, and provided further, that the portion of any lot lying in the conservancy area shall be kept and maintained in its natural state. All owners are responsible for the proper care and maintenance of their respective lots including, but not limited to, cutting grass, trimming bushes and shrubbery, and the removal of snow or ice from sidewalks. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

23. Maintenance. Every owner shall have the responsibility of maintaining his lot so as to prevent surface erosion, growth of noxious weeds, fire hazards and the like. Undeveloped lots must be mowed to conform to adjoining property; provided, however, that the portion of any lot lying in the conservancy area shall be kept and maintained in its natural state.

24. Storage Tanks. No tank for the storage of fuel shall be maintained above or below the surface of the ground on any lot.

25. Amendments. These Covenants and Restrictions may from time to time be amended by action of at least three-quarters (3/4) of the owners of the lots covered hereby.

26. Duration of Covenants and Restrictions. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner, their respective heirs, successors and assigns for a term of 25 years from the date this declaration is recorded. After the expiration of said 25 year term, the covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.

27. Enforcement. Enforcement of the covenants and restrictions of this declaration shall be by a proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages, or both.

28. Severability. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF the undersigned OWNERS have set their hands and seals the day and year first above written.

C. Thomas Dow

Michael E. Hopkins

Signatures of C. Thomas Dow and Michael E. Hopkins authenticated this 10TH day of June, 1996.

William H. Thedinga

Member State Bar of Wisconsin

Drafted By:

William H. Thedinga
Thedinga Law Firm
P.O. Box 3250
Menomonie, WI 54751

Lots 26-50 Creek Ridge

REC'D July 21, 1995 at 9:15 A.M.
RECORDED: VOL 594 RECORDS PAGE(S) 170-171
James M. Mrdutt
JAMES M. MRDUTT REG. OF DEEDS DUNN, CO. WI

Print
Ken Schofield

VOL 594 records page 170

DECLARATION ESTABLISHING RESTRICTIVE COVENANT
PLAT OF CREEK RIDGE

418210

THIS DECLARATION is made by **Menomonie Venture, a Joint Venture,** hereinafter referred to as the "Declarant" which holds record title to the following-described land in Dunn County, Wisconsin:

Lots 26 through 50, Plat of Creek Ridge, City of Menomonie, Dunn County, Wisconsin.

The Declarant, for the benefit of the land and its present and subsequent owners, hereby imposes upon the land above-described the following conditions, restrictions, covenants and charge 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 unless an instrument signed by the then owners of a majority of the parcels and approved by the City of Menomonie has been recorded, agreeing to change these covenants in whole or in part.

The Declarant conveys said land subject to the following:

1. Conservancy Area. Any portion of lot(s) lying below the 850 foot U.S.G.S. contour line shall be designated as conservancy area. No building or other structure of any kind (including, without limitation, any pool, deck or fence) shall be erected, placed, or permitted to remain on or over any portion of the lot(s) lying below the 850 foot U.S.G.S. contour line. All owners shall use their best efforts to protect the trees and other natural vegetation in the conservancy area and will not remove trees and other natural vegetation.

2. Violations. 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 or the City of Menomonie 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.

Dated: July 13, 1995

MENOMONIE VENTURE, a Joint Venture

By: _____
C. Thomas Dow, Joint Venturer/Partner

By: _____
Michael E. Hopkins, Joint Venturer/Partner

AUTHENTICATION

Signatures of C. Thomas Dow and Michael E. Hopkins, Joint Venturers/Partners authenticated this 17th day of July, 1995.

B. James Colbert
TITLE: MEMBER STATE BAR OF WISCONSIN

THIS DOCUMENT WAS DRAFTED BY
Attorney B. James Colbert