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DUNN COUNTY, WI
REGISTER OF DEEDS
HEATHER M. KUHN

RECORDED ON
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REC FEE: 30.00
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PAGES: 4

Timber Canyon Development

Protective Covenants

Legal Description:

Timber Canyon Lots 1 thru 12

Timber Canyon First Addition Lots 13 thru 37

General Purpose: These protective covenants are to serve as guidelines to help assure that Timber Canyon Development will become and remain an attractive development; to preserve and maintain the natural beauty of the home sites and surrounding land; to ensure the most appropriate development and improvement of each lot; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes. In general, to preserve and enhance the value of investments made by purchasers of lots and to encourage the construction of attractive residential structures.

Land Use: No lot shall be used except for single family residential purposes; each lot shall be used exclusively for residential purposes.

No Lot shall be subdivided: No Lots shall be subdivided so as to create additional building parcels. If more than one Lot is used as a building site, then the owner must file the necessary documents to revise the plat to reflect only one lot prior to the issuance of a building permit.

Temporary Structures: No temporary structure, mobile home, trailer, basement or shack shall be permitted to remain or be used on any lot except job trailers and construction trailers are allowed during construction of new residences.

Detached Structures: No detached structures shall be placed, erected, allowed, or maintained upon any lot without the prior written consent of the Land Use and Building Design Committee. All detached structures must be consistent in design materials and color with the dwelling on the Lot. No outside wood or any other outside furnaces allowed on any lot.

Architectural Control: No building or other permanent structure shall be erected, placed, or altered on any lot until a plan showing the location of the structure has been approved by the Land Use and Building Design Committee. Further, the design and material used for decorative and/or privacy fences shall be approved prior to construction, installation or repair. The committee shall consist of two persons whom shall be members of Timber Ridge Development, LLC. The Committee shall consist of Jamie Winsand and Timothy Winsand. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. After all the lots in Timber Canyon are sold once the landowners must designate a architectural control committee to make decisions on future buildings and fences.

Approval Procedure: Land Use and Building Design Committee shall render its decision within fifteen (15) business days of submitting the plan.

Erosion Control: Appropriate erosion control measures shall be taken throughout the construction process. They include but are not necessarily limited to the use of erosion control fences, staked hay bales, wood fiber blankets, seeding and/or mulch. Other techniques or combinations of the above may be used. The erosion control measures shall be maintained throughout construction and until such time as the property has been either sodded or a seeded cover has taken hold.

Minimum Square footage: Single-story homes shall have a minimum of 1,200 square feet on the main level, exclusive of attached garage. Two-story homes shall have no less than a total of 2,000 square feet on the main and second-story levels, exclusive of any attached garage. Split-levels shall have a minimum of 1,000 square feet on the main levcl exclusive of attached garage. All homes must at least a 2 car attached garage but no larger than a 4 car garage. Maximum for 3 car attached and 3 car detached garages per home. No home to exceed 2-1/2 stories in height, basements and garages are excluded from square foot calculations. All homes must have a roof pitch of 6/12 or steeper.

Completion of Homes: All building exteriors, including exterior color and landscaping, shall be completed within twelve (12) months from the date construction begins.

Landscaping: Within twelve (12) months of the start of construction the lot shall be graded and landscaped and the house and garage must be completely finished.
· Driveways and other parking areas must be paved with black top, concrete or other dust free and mud free surfaces within twelve (12) months of commencement of building.
· 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.

Garbage/Trash: No part of any lot shall be used for dumping garbage, trash, or refuse of any kind. 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. Debris may be temporarily present in

connection with construction work, but must be secured to prevent such debris being blown through out the development.

Home Types: No trailers, mobile homes, double wide trailers, panelized homes, and modular homes shall be placed on any lot neither as real estate nor as personal property. All homes must be built on site. No house shall be moved in on any lot. No part of the lot shall be used for commercial vehicles except in an enclosed garage or similar approved structure.

Nuisances: No noxious of offensive activity shall be carried on upon any lot or portion of a lot or anything done on any lot which may be or become a nuisance to neighbors or the neighborhood.

Animals: Pets shall be kept and maintained so as not to become a nuisance to other residents in the development by reason of noise or odor. No animals shall be kept for commercial purposes. No livestock or animals may be raised or kept for any purpose, and no hogs or chickens shall be permitted on the property.

Parking of Vehicles: No parking of any commercial vehicle is permitted on any lot, such as semi's or other heavy equipment, except during construction of a house.

Duration of Covenants and Restrictions: The covenants and restrictions of this declaration shall run with and be a part of the title to the property. Timber Ridge Development, LLC, will enforce these Protective Covenants until all lots are sold once, then the property owners are responsible for enforcing the covenants and restrictions.

Builders: Timber Ridge Development is a closed to any builders besides Timber Ridge Homes, LLC. Timber Ridge Homes must build every home in the development.

City Water and Sewer: If/when city water and sewer comes into Timber Canyon Development the lot owner must pay the assessment that the city of Menomonie assesses. The lot owner cannot fight the assessment with the city. Timber Ridge Development LLC is not responsible any lot that they do not own.

Sever ability: Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions that shall remain in full force.

Amendments: Timber Ridge Development, LLC may amend these covenants from time to time as deemed necessary. Such amendments shall take effect when executed by Timber Ridge Development, LLC and filed in the proper office of records.

Covenants prepared by: Jamie Winsand and Timothy Winsand, members Timber Ridge Development, LLC

Jamie Winsand

Timber Ridge Development, LLC

Timothy Winsand

Timber Ridge Development, LLC

By: Pamela J. Link

Subscribed and sworn to me before this

2nd day of May, 2014

Notary Public

My commission expires 1-29-17

Return to:
Timber Ridge Homes LLC
N5049 553rd Street
Menomonie WI 54751