

# RESTRICTIVE COVENANTS

For

## CREEK RIDGE

Document Number:

Return Address:

Kent Homes, Inc.

s7325 Ridgewood Drive

Eau Claire, WI 54701

**RE: LOTS 1 – 12, CREEK RIDGE, CITY OF EAU CLAIRE, EAU CLAIRE COUNTY, WISCONSIN**

Kent Homes, Inc. (hereinafter “Developer”) does hereby enact the following reservations and restrictive covenants for Creek Ridge as hereinafter described. The reservations and restrictive covenants set forth herein shall run with the land and shall be binding on all parties who acquire an interest in said Subdivision.

1. Definitions:

a. “Developer” means:

- (1) Kent Homes, Inc. (also referred to herein as the “original Developer”), or the survivor thereof
- (2) That individual or entity appointed in writing by Developer and filed with the Register of Deeds of Eau Claire County as successor developer, which shall include any individual or entity who receives by recorded sale, transfer, inheritance, or assignment the entire unsold interest of Developer in the Subdivision other than individual purchasers of lots from Developer
- (3) Upon sale of all lots owned by the original Developer or its successor, the Developer shall be three property owners of the Subdivision as elected by a majority vote of all owners of the lots in the Subdivision. Each lot shall have one vote to cast for each one of the three property owners to serve as Developer. The appointed Developers may be recalled and reappointed from time to time as deemed appropriate by a majority of the property owners.

b. “Subdivision” means the following subdivision located in the City of Eau Claire, Eau Claire County, Wisconsin: Creek Ridge.

2. Approval of Plans:

The Developer reserves the right and power to control the building structures and other improvements placed on each lot, as well as to make such exceptions to those reservations and restrictions as the Developer shall deem necessary and proper.

Whether or not provisions thereof are specifically stated in any conveyance of a lot made by the Developer, the owner and/or occupant of each and every lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot nor any topographical change made in such lot unless and until the plans and specifications thereof and architectural plan and site plan have been approved in writing by the Developer. Each such building, wall, structure, or topographical change shall be placed on the premises only in accordance with the plans and specifications and architectural plan and site plan so approved. Refusal of approval of plans and specifications by Developer may be based on any grounds including purely aesthetic grounds which in the sole and uncontrolled discretion of the Developer shall seem sufficient. No future alterations in the exterior structure of buildings or topographical landscape shall be made without like approval. If the Developer shall fail to approve or disapprove the plans and specifications as submitted within thirty (30) days after written request thereof, then such approval shall not be required providing that no building or other structure shall be erected which violates any of the covenants herein contained.

Exterior walls of all buildings are to be furnished in materials of pleasing and harmonious appearance, unsightly or low grade exteriors will not be approved. All residences shall include an attached garage for a minimum of two cars. All residences shall have a concrete driveway. All outbuildings, including storage buildings, must conform to the appearance of existing structures and require approval of Developer. No outbuilding may be used for residential purposes. No mobile home shall be permitted on any lot.

The Developer may authorize a variance from these requirements for plan specifications and site development plan.

3. Landscaping:

The total ground area not covered by buildings, paved driveways, or wooded area shall be maintained as a green area and landscaped with grass, shrubs, trees, or other appropriate plantings or landscaping.

4. Fences and Walls:

No fences or walls of any type shall be constructed on any lot until the height, type, design, name of professional installer, and approximate location thereof are approved in writing by the Developer.

5. Signs, Clotheslines, Tanks, Receptacles, and Rubbish:

No sign or other advertising shall be displayed on any lot (customary real estate signs of a size not exceeding 3 feet by 2 feet and larger Developer's signs promoting subdivision lots for sale are excepted from this requirement). No clothesline shall be placed in the front or side yard of any residence. No refuse pile or unsightly objects shall be placed or permitted to remain on any lot. No underground storage tanks or LP gas tanks are permitted. Garbage cans, waste, waste receptacles, recyclable materials, recycling receptacles, and any other outside storage of materials must be concealed within garages or within decorative fences or structures approved by the Developer. If curbside pick-up of garbage, waste, or recyclable materials is allowed by governing municipalities, all receptacles for same shall be removed from the curbside within 12 hours of pickup.

6. Towers or Antennas:

No exterior towers or antennas, or any satellite dish exceeding 3 feet by 3 feet in size shall be erected or maintained without the written approval of the Developer.

7. Commercial or Business Activities:

No commercial or business activities shall be permitted upon the properties except as authorized as a home occupation by applicable zoning.

8. Parking and Vehicles, Mobile Homes, and Trailers:

Owners, members of his or her family, and his or her guests shall not park their automobiles or other motor vehicles on the adjacent roads and streets for more than the time allotted by city ordinance. No unlicensed vehicles shall be parked or stored on the properties except in an enclosed garage.

No commercial vehicles, mobile homes, motor homes, recreational vehicles, or trailer including travel trailers and tent campers may be stored or parked on any portion of any lot, except in an enclosed garage. Notwithstanding the foregoing, motor homes, travel trailers, and tent campers may be parked for not more than 12 days per month on a lot.

Commercial vehicles and construction trailers shall be allowed during construction of the residence on a lot.

9. Nuisance:

No obnoxious or offensive trade or activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners or occupants of other lots. 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 and are not permitted to annoy the owners or occupants of other lots. All applicable laws or ordinances must be obeyed with regard to all household pets. No pet kennels or pet enclosures shall be permitted on any lot.

No lot shall be allowed to appear in an unclean or untidy condition or one that will be obnoxious to the eye; nor shall any substance, junk, or material be kept on any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Exterior lighting shall not be directed in such manner as to create a nuisance to neighbors. Except for snow removal equipment and vehicles in use, no owner shall permit the operation of any machine on his or her lot between 9:00 p.m. and 7:00 a.m., if such operation results in noise which is audible at any other residence within the Subdivision.

10. Enforcement:

To enforce conformity with these covenants and restrictions by Developer or any person claiming by, through, or under the Developer, the Developer and lot owners or any of them separately shall have the right to proceed at law or equity to compel compliance with the terms hereof; and/or to prevent the violation or breach of any of them; and/or for monetary damages. The decision of the Developer shall be final as to the interpretation of the foregoing reservations and restrictions. The failure to promptly enforce any of the reservations and restrictions shall not bar enforcement. The invalidation of any one or more of the reservations and restrictions by any court or competent jurisdiction in no way shall affect any of the remaining restrictions and reservations, which shall remain in full force and effect. After due notice, should any lot owner fail, neglect, or refuse to comply with the foregoing restrictions and reservations, and the Developer or other lot owners be required to seek judicial relief for the same, then said violating lot owner shall be responsible for all costs and expenses incurred in the enforcement of these reservations and restrictions, including attorney fees and costs.

IN WITNESS WHEREOF, the undersigned enacts and executes the foregoing reservations and restrictive covenants this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

KENT HOMES, INC. by its president:

\_\_\_\_\_

Kent N. Peterson

STATE OF WISCONSIN )

)ss.

EAU CLAIRE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the above-named Kent N. Peterson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_

Notary Public, State of Wisconsin

My commission expires \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY:

Kent Homes, Inc., Developer