

FIRST AMENDMENT TO RESTRICTIVE COVENANTS



610887

DUNN COUNTY, WI REGISTER OF DEEDS HEATHER M. KUHN

RECORDED ON 09/14/2015 2:45 PM

REC FEE: 30.00 FEE EXEMPT #: PAGES: 3

Document Number

THIS FIRST AMENDMENT TO RESTRICTIVE COVENANTS ("Amendment") made this 2 day of September, 2015, by Hidden Valley Commercial Properties, LLC, a Wisconsin limited liability company, and Tangent Development LLC, a Wisconsin limited liability company (collectively "Majority Lot Owners").

WITNESSETH:

WHEREAS, the Restrictive Covenants was originally recorded in the office of the Register of Deeds for Dunn County, Wisconsin, on March 3, 2004, in Volume 1266 of Records, Page 289 as Document No. 509268, regarding certain lands in Dunn County Wisconsin, more particularly described in EXHIBIT A (the "Covenants");

WHEREAS, the Restrictive Covenants allow for amendments at any time by an instrument signed by not less than two-thirds (2/3) of the lot owners with such amendment being recorded with the Register of Deeds for Dunn County, Wisconsin;

WHEREAS, Hidden Valley Commercial Properties, LLC currently owns forty-one lots and Tangent Development LLC currently owns twenty-four lots out of a possible 92 lots, constituting a collective ownership of greater than two-thirds to the Majority Lot Owners;

WHEREAS, the Majority Lot Owners desire to make an amendment as provided in the section titled "TERM" in the Covenants;

NOW, THEREFORE, Developer hereby amends the Covenants as follows:

The section titled "TYPE OF BUILDINGS" shall be amended to read:

Outlot 4 of Ridgewood Heights, now known as Plat of Whispering Meadows, shall be permitted construction of multi-family residences as follows:

Lots 1-7 of Plat of Whispering Meadows shall be permitted construction of up to 4 units per lot;

Lots 8-12 of Plat of Whispering Meadows shall be permitted construction of up to 8 units per lot;

Lots 13-22 shall remain zero lot line twin home construction pursuant to the designation on the Plat of Whispering Meadows.

All other terms and conditions of the Covenants remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

THIS INSTRUMENT DRAFTED BY: Adam B. Rasmussen State Bar No. 1036896

[15-56740]

Recording Area Name and Return Address Tangent Development 1954 74th Ave Chippewa Falls WI 54729

IN WITNESS WHEREOF, this Amendment has been executed on the date written herein.

MAJORITY LOT OWNERS
HIDDEN VALLEY COMMERCIAL
PROPERTIES, LLC

BY:

Rock J. Eiden
Rock J. Eiden, Member

MAJORITY LOT OWNERS
HIDDEN VALLEY COMMERCIAL
PROPERTIES, LLC

BY:

Jeffrey T. Hannack
Jeffrey T. Hannack, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Dunn COUNTY)



Personally came before me this 2nd day of September, 2015, the above named Rock J. Eiden to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

J. K. Hintzman
*

Notary Public, State of Wisconsin
My Commission (is permanent)(expires 7/17/16).

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Dunn COUNTY)



Personally came before me this 2nd day of September, 2015, the above named Jeffrey T. Hannack to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

J. K. Hintzman
*

Notary Public, State of Wisconsin
My Commission (is permanent)(expires 7/17/16).

IN WITNESS WHEREOF, this Amendment has been executed on the date written herein.

MAJORITY LOT OWNERS
TANGENT DEVELOPMENT LLC

BY:

Burt Brovold
Burt Brovold, Member

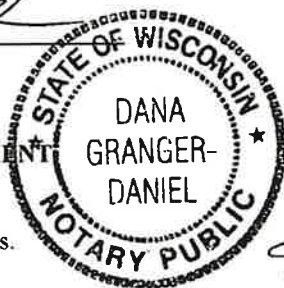
MAJORITY LOT OWNERS
TANGENT DEVELOPMENT LLC

BY:

Craig Wurzer
Craig Wurzer, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Dunn COUNTY)



Personally came before me this 3 day of September, 2015, the above named Burt Brovold to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Dana Granger-Daniel
*

Notary Public, State of Wisconsin
My Commission (is permanent)(expires 7/5/19).

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Dunn COUNTY)



Personally came before me this 3 day of September, 2015, the above named Craig Wurzer to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Dana Granger-Daniel
*

Notary Public, State of Wisconsin
My Commission (is permanent)(expires 7/5/19).

EXHIBIT A

Legal Description:

Lots 1, 2, 3, 4, 6, 7, 9, 10, 16, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, and Outlots 1, 2, and 3, Ridgewood Heights, City of Menomonie, Dunn County, Wisconsin;

AND Lots 1 and 2 of Certified Survey Map #3555, recorded in Volume 17 of Certified Survey Maps, Page 5, as Document #544986, being a division of Lot 5 of Ridgewood Heights, City of Menomonie, Dunn County, Wisconsin;

AND Lots 1 and 2 of Certified Survey Map #3214, recorded in Volume 15 of Certified Survey Maps, Page 14, as Document #525162, being a division of Lot 8 of Ridgewood Heights, City of Menomonie, Dunn County, Wisconsin;

AND Lots 1, 2, and 3 of Certified Survey Map #3868, recorded in Volume 18 of Certified Survey Maps, Page 148, as Document #579560, being a division of Lots 11, 12, 13, and 14 of Ridgewood Heights, City of Menomonie, Dunn County, Wisconsin;

AND Lots 4 and 5 of Certified Survey Map #3869, recorded in Volume 18 of Certified Survey Maps, Page 149, as Document #579561, being a division of Lots 14 and 15 of Ridgewood Heights, City of Menomonie, Dunn County, Wisconsin;

Lots 1 - 20, Ridgewood Heights Condominium, being located in Lots 17 – 25 of Ridgewood Heights, City of Menomonie, Dunn County, Wisconsin;

AND Lots 1 and 2 of Certified Survey Map #3597, recorded in Volume 17 of Certified Survey Maps, Page 47, as Document #547743, being a division of Lot 38 of Ridgewood Heights, City of Menomonie, Dunn County, Wisconsin;

RESTRICTIVE COVENANTS

Document Number

509268

DUNN COUNTY
REGISTER OF DEEDS
JAMES H. HRDUTT
RECORDED ON

03-03-2004 03:30 PM

REC FEE: 23.00
TRANS FEE:
FEE EXEMPT #:
PAGES: 7

KNOW ALL MEN BY THESE PRESENTS: Accent Developers, LLC, a Wisconsin limited liability company ("Developer"), being the owner of all of the property described in Exhibit A, which is attached hereto and incorporated by reference ("Property"), has established a general plan for the improvement and development of such Property and does hereby establish the covenants, conditions, reservations, and restrictions upon which, and subject to which, all lots and portions of such lots shall be improved or sold and conveyed by Developer as owner thereof. Each and every one of these covenants and conditions, reservations and restrictions is and all are for the benefit of each owner of land in such subdivision, or any interest therein, shall inure to impass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, to-wit:

THIS SPACE RESERVED FOR RECORDING DATA

pd 23.00
RETURN TO:
Paul H. Weinke
WELD, RILEY, PRENN & RICCI, S.C.
3624 Oakwood Hills Parkway
Eau Claire, WI 54701

Tax Parcel Nos.: See attached Exhibit A

TERM: These covenants are to run with the land/Property and shall be binding on all parties and persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These restrictive covenants may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the lot owners (each lot having one (1) vote) and such amendment recorded with the Register of Deeds for Dunn County, Wisconsin. However, no such agreement to terminate all of these restrictive covenants shall be effective unless made and recorded two (2) years in advance of the effective date of such termination and unless written notice of the proposed agreement to terminate is sent to every lot owner at least ninety (90) days in advance of any action.

ENFORCEMENT: To enforce conformity to 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 these reservations and restrictions. The failure to promptly enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the reservations and restrictions by any court of competent jurisdiction shall in no way affect any of the other restrictions and reservations, but they shall remain in full force and full effect. Should a lot owner, after due notice, fail, neglect, or refuse to comply with the foregoing restrictions and reservations, and the Developer or other lot owners are required to seek judicial relief for the same, then said violating lot owner shall be further responsible for costs and expenses incurred in the enforcement of these Restrictive Covenants, including reasonable attorney's fees.

APPROVAL OF PLANS AND BUILDER: All plans for the construction of private roads and driveways and all building plans for any building or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in such premises shall require the approval in writing of Developer. Before beginning the construction of any road, driveway, building, mailbox, or other structure whatsoever, or remodeling, reconstruction, or altering such road, driveway or structure upon any lot, the person or persons desiring to erect, construct or modify the same shall submit to Developer two (2) complete sets of road or driveway plans, showing the locations, course and width of same or two complete sets of building plans and specifications for the building, or other structure, as is applicable, so desired to be erected, constructed or modified. No structure of any kind, the plans, elevations and specifications of which have not received the written approval of Developer and which do not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway or other structure is contemplated prior to the beginning of such construction. In the event the Developer fails to act within sixty (60) days after said plans and specifications have been delivered to the Developer or, in any event, if no suit to enjoin the erection or alteration of such building or structure has been commenced within sixty (60) days from the commencement of construction or alteration (which is defined as the date of pouring footings or, if footings are not poured for alteration, the date of first visible commencement of alteration), such approval will not be required and this covenant will be deemed to have been fully complied with. Copies of all plans and specifications shall be retained by the Developer. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of Developer. Developer shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

No construction of any road, driveway, building or any structure whatsoever, or any remodeling, reconstruction, or alteration of such road, driveway, or structure upon any lot may be commenced unless the person or persons desiring to erect, construct or modify the same submits the name, address and phone number of the proposed general contractor in writing to Developer and such proposed general contractor have been approved in writing by Developer. No general contractor may commence construction of any road, driveway, building or any structure whatsoever, or any remodeling, reconstruction or alteration of such road, driveway or structure upon any lot unless the general contractor has been approved in writing by Developer. Any change in the proposed or current general contractor shall be approved in writing by Developer. Developer shall either approve or disapprove of the proposed general contractor within ten (10) business days after the date on which the name, address and phone number of the proposed general contractor is submitted in writing to Developer.

LOT SIZE, DIVISION AND USE: Unless otherwise provided by this declaration or designated on a final plat, all lots in the development shall be used for residential purposes only.

Property owners shall not cut more than twenty-five percent (25%) of the dominant trees in the area lying between the building site and boundaries of their property.

No lot shall be divided or redivided without specific written authority of Developer or its assigns.

TYPE OF BUILDINGS: Construction on all property shall be limited to a single family residence, unless otherwise designated for multi-family or commercial use on the plat.

Only one outbuilding (storage shed, or the like) may be erected and maintained on each lot in addition to the dwelling house. Such outbuilding shall not be erected prior to the completion of the exterior of the dwelling house; it shall conform in external appearance to the dwelling house and shall not be used for residential purposes. The living area of the main structure, exclusive of open porches and garages and shall be no less than 1100 square feet for a one-story or one-and-one-half-story dwelling, and not less than 1600 square feet for a two story or split level dwelling. All dwellings shall have an attached two car garage. The developer may authorize a variance from these requirements where plans, specifications, and site development plan assure a high quality house in harmony with the exterior designs of other houses in the subdivision.

Any building erected on any lot must have a full foundation. Deck and porch supports and similar exposed structural members must conform in design and appearance to the main structure and be approved by Developer.

CONSTRUCTION MATERIALS: Exterior walls of the buildings are to be finished in materials of pleasing and harmonious appearance. Unsightly or low grade exteriors will not be permitted. All exterior materials must be approved by Developer or its assigns.

COMPLETION OF CONSTRUCTION WORK: Each lot sold by Developer must have the construction of a dwelling commenced within five (5) years from date of sale by Developer. All construction of buildings and improvements, including lawn, shall be completed within six (6) months from the date construction begins (which is defined as the date of pouring footings). In the event such owner, or owner's successors or assigns, fails to commence the construction of a dwelling within five (5) years from the date of sale by Developer, Developer shall have the option to repurchase said lot from the then current owner at a price equal to the price paid by the original purchaser to Developer for such lot which option shall be exercised and the closing to occur within six (6) months after said five (5) year period.

SIGNS AND OTHER STRUCTURES: No signs other than a sign identifying the property and a "For Sale" shall be displayed on any lot.

Identification signs shall not exceed two (2) square feet in size and shall be constructed of natural materials and/or finished in natural color.

All letter and delivery boxes shall be approved by Developer so as to conform with the design of the area.

Boundary fences or walls on individual properties are strictly prohibited except as approved by Developer.

SURFACE AREAS, DRAINAGE, SANITARY FACILITIES, NUISANCES AND PETS: The natural surface drainage patterns of any lot shall not be changed by grading, damming, filling or installing of conduits, except with the permission of Developer. The total ground area not covered by buildings, paved driveways or woodlot is to be maintained as a green area and landscaped with grass, trees, or other

appropriate planting. All buildings and grounds shall be kept neat and orderly to resemble a park-like atmosphere. All driveways shall be paved with concrete or asphalt.

No part of any lot shall be used for dumping of garbage, trash or refuse of any kind, except that debris may be temporarily present in connection with construction work. Use of incinerators of any type for the burning of waste products is prohibited.

No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In keeping with this concept, exterior lighting shall not be directed in such manner as to create a nuisance to neighbors.

No animals shall be kept or maintained on any lot, except the usual household pets (not to exceed two in total) and, in such cases, the pets shall be so kept and maintained as not to become an unreasonable annoyance or nuisance to other residents in the development by reason of movement, noise, or odor. No animals are to be kept, breed, or maintained for commercial purposes or allowed to annoy the neighbors. No animal kennels or enclosures will be permitted without the consent of the Developer.

PROTECTIVE MAINTENANCE OF LOTS: 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. Developed lots shall have yards planted with grass which shall be kept in a mowed and trimmed condition, except for portions of the yard that are kept in a natural "woods" condition.

COMMERCIAL VEHICLES, HABITABLE MOTOR VEHICLES, BOATS AND TRAILERS: No commercial type vehicles, habitable motor vehicles, recreational vehicles, boats, trailers of any kind, or trucks, except pick-up trucks and similar size vans, shall be stored or parked on any lot unless parked in a closed garage, nor parked on any residential street in the subdivision, unless engaged in transporting to or from a residence in the subdivision.

UTILITIES: 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.

TEMPORARY STRUCTURES: Structures of a temporary character such as metal storage buildings or buildings without foundations are prohibited.

OUTSIDE STORAGE TANKS: The outside storage of fuel is prohibited.

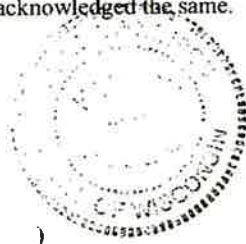
SATELLITE DISHES AND ANTENNAS: No exterior television or radio antennas will be permitted. Satellite receivers must be as unintrusive as possible, be no more than 21 inches in diameter, and be mounted on the side or roof of a building.

SEVERABILITY: Invalidation of any one of these paragraphs shall in no way affect any other provision which shall remain in full force and effect.

NOTICES: Any notices required to be sent to any member or owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears on the records of Developer at the time of such mailing.

STATE OF WISCONSIN)
)ss.
DUNN COUNTY)

Personally came before me this 17th day of December, 2003, the above-named Emil Gluck, a member of Accent Developers, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

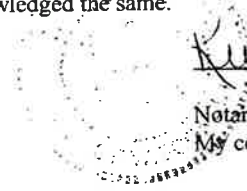


Kuati K. Johnson

Notary Public, State of Wisconsin
My commission is permanent/expires 3/11/2007.

STATE OF WISCONSIN)
)ss.
DUNN COUNTY)

Personally came before me this 17th day of December, 2003, the above-named Charles Haldeman, a member of Accent Developers, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Kuati K. Johnson

Notary Public, State of Wisconsin
My commission is permanent/expires 3/11/2007.

THIS INSTRUMENT WAS DRAFTED BY:
Paul H. Weinke - Lawyer
State Bar #01006306
Weld, Riley, Prens & Ricci, S.C.
P O Box 1030
Eau Claire, WI 54702-1030

EXHIBIT A
(LEGAL DESCRIPTION)

Lots 1 through 51, inclusive, of the Plat of Ridgewood Heights, located in the City of Menomonie, Dunn County, Wisconsin.

Said Plat contains 77.938 acres and is described as follows:

Beginning at the N 1/4 corner of Section 13, said point also being the northeast corner of Outlot 1, C.S.M. #2261; thence S01°09'48"W, along the east line of said Outlot 1, 909.14 feet to the southeast corner of said Outlot 1; thence S88°16'30"W, along the south line of said Outlot 1, 904.92 feet to the southwest corner of said Outlot 1, said point also being the northwest corner of Lot 3, C.S.M. #2261 and east line of Lot 1, C.S.M. #573; thence S00°49'28"E, along the west line of said Lot 3 and east line of said Lot 1, 462.12 feet to the southwest corner of said Lot 3, said point also being the southeast corner of said Lot 1 and also on the north line of Lot 4, C.S.M. #2261; thence S88°38'40"E, along the south line of said Lot 3 and north line of said Lot 4, 432.23 feet to the northeast corner of said Lot 4, said point also being the northwest corner of Lot 2, C.S.M. #1442; thence S07°20'35"W, along the east line of Lot 4, C.S.M. #2261, 777.91 feet, to the north right-of-way line of Cedar Falls Road, said point also being the beginning of a curve concave to the north, having a radius of 1420.85 feet, central angle of 14°54'20", long chord bearing of N75°51'58"W and long chord distance of 368.60 feet; thence westerly along said right-of-way and curve to the right, an arc distance of 369.64 feet; thence N68°28'05"W, along said right-of-way, 660.06 feet to the beginning of a curve concave to the southeast, having a radius of 100.85 feet, central angle of 63°35'18", long chord bearing of S79°44'16"W and long chord distance of 106.27 feet; thence southwesterly along said right-of-way and curve to the left, an arc distance of 111.93 feet, to the north right-of-way line of the Union Pacific Railroad; thence N68°34'30"W, along said right-of-way line, 1193.24 feet to the west line of the SW 1/4 of the NW 1/4 of Section 13; thence N00°53'12"W, along the west line of said SW 1/4 - NW 1/4, 34.79 feet to the northwest corner of said SW 1/4 - NW 1/4; thence N89°23'26"E, along the north line of said SW 1/4 - NW 1/4, 683.51 feet to the southwest corner of the E 1/2 of the NW 1/4 of the NW 1/4 of Section 13; thence N00°15'34"W, along the west line of said E 1/2 - NW 1/4 - NW 1/4, 1326.59 feet to the NW corner of the E 1/2 of the NW 1/4 of the NW 1/4; thence N88°17'51"E, along the north line of the NW 1/4 of the NW 1/4, 698.27 feet to the NE corner of the E 1/2 of the NW 1/4 of the NW 1/4, said point also being the NW corner of Lot 1, C.S.M. #573; thence N88°17'56"E, along the north line of said Lot 1, and the north line of the NE 1/4 of the NW 1/4 of Section 13, 1396.16 feet to the point of beginning.

Tax Parcel Nos.:	Part of 251-1014-03
	016-1100-06
	251-1014-01-040
	251-1014-01-030
	251-1014-01-010
	016-1100-09