

Restrictive and Protective  
Covenants for Timber Creek  
Crossings Subdivision

Document Number

Document Title



DOC # 1482198

*Michael J. Sydow*

Recording Area

Name and Return Address

Foresight Development, Corp  
PO Box 557  
Weston, WI 54476

*19.00 chg*

*# 0725*

Parcel Identification Number (PIN)

*Bk 3:*

*145.4.2707.214.0010 - Lot 1*

*145.4.2707.214.0017 Lot 8*

*# 0725*

*Bk 4*

*145.4.2707.214.0025 Lot 1*

*145.4.2707.214.0040 Lot 16*

*Bk 5*

*145.4.2707.281.1075 - Lot 1*

*1094 Lot 20*

*145.4.2707.214.0041 - Lot 21*

*0079 Lot 59*

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR TIMBER CREEK CROSSING SUBDIVISION



DOC# 148219

Stone Ridge Development, LLC., owner of Timber Creek Crossing, a Subdivision located in the East ¼ of Section 21, Township 27 North, Range 7 East, in the Village of Kronenwetter, Marathon County, Wisconsin more particularly described as:

**BLOCK 3**

Commencing at the East 1/4 corner of Section 21, Township 27 North, Range 7 East, Village of Kronenwetter, Marathon County, Wisconsin; Thence S 00°25'34" W along the East line of Section 21, 1882.59 feet; Thence S 89°34'26" W, 717.72 feet to the Westerly right-of-way line of Windwood Drive, said point also being the Point of Beginning of the parcel to be described; Thence S 33°46'32" W along the West right-of-way line of Windwood Drive, 92.65 feet; Thence continuing along the West right-of-way line of Windwood Drive, along the arc of a curve, concave Southeasterly, having a radius of 866.00 feet, whose long chord bears S 23°16'42" W, 315.55 feet; Thence N 77°13'09" W, 234.26 feet; Thence N 29°14'23" E, 264.55 feet; Thence N 56°13'28" E, 401.40 feet to the East right-of-way line of Kronenwetter Drive; Thence N 29°14'23" E along the East right-of-way line of Kronenwetter Drive, 223.83 feet to the South right-of-way line of Pinedale Lane; Thence S 56°13'28" E along the South right-of-way line of Pinedale Lane, 601.24 feet to the Point of Beginning.

**BLOCK 4**

Commencing at the East 1/4 corner of Section 21, Township 27 North, Range 7 East, Village of Kronenwetter, Marathon County, Wisconsin; Thence S 00°25'34" E along the East line of Section 21, 1982.03 feet; Thence S 89°34'26" W, 380.91 feet to the West right-of-way line of Wedgewood Drive, said point also being the point of beginning of the parcel to be described; Thence S 00°32'49" W along the West right-of-way line of Wedgewood Drive, 324.11 feet; Thence continuing along the West right-of-way line of Wedgewood Drive, along the arc of a curve, concave Northwesterly, having a radius of 434.00 feet, whose long chord bears S 09°20'18" W, 132.66 feet; Thence continuing along the West right-of-way line of Wedgewood Drive, along the arc of a curve, concave Easterly, having a radius of 566.00 feet, whose long chord bears S 00°45'20" E, 366.40 feet; Thence continuing along the West right-of-way line of Wedgewood Drive, along the arc of a curve, concave Northwesterly, having a radius of 84.00 feet, whose long chord bears S 43°34'10.5" W, 149.97 feet to the North right-of-way line of Oakdale Lane; Thence N 73°13'11" W along the North right-of-way line of Oakdale Lane, 69.26 feet; Thence continuing along the North right-of-way line of Oakdale Lane, along the arc of a curve, concave Southerly, having a radius of 395.38 feet, whose long chord bears N 89°49'05.5" W, 185.92 feet to the East right-of-way line of Windwood Drive; Thence N 16°10'29" W along the East right-of-way line of Windwood Drive, 224.19 feet; Thence continuing along the East right-of-way line of Windwood Drive, along the arc of a curve, concave Easterly, having a radius of 800.00 feet, whose long chord bears N 08°41'01.5" E, 675.56 feet; Thence N 33°46'32" E along the East right-of-way line of Windwood Drive, 92.65 feet to the South right-of-way line of Pinedale Lane; Thence S 56°13'28" E along the South right-of-way line of Pinedale Lane, 31.36 feet; Thence continuing along the South right-of-way line of Pinedale Lane, along the arc of a curve, concave Northerly, having a radius of 316.00 feet, whose long chord bears S 80°31'57" E, 260.16 feet to the point of beginning.

**BLOCK 5 (EXCEPT LOT 60)**

Commencing at the East 1/4 corner of Section 21, Township 27 North, Range 7 East, Village of Kronenwetter, Marathon County, Wisconsin; Thence S 00°25'34" E along the East line of the Southeast 1/4, 1119.47 feet to the point of beginning of the parcel to be described; Thence N 84°35'50" W, 326.50 feet; Thence N 72°56'25" W, 676.63 feet to the East right-of-way line of Kronenwetter Drive; Thence along the East right-of-way line of Kronenwetter Drive, along the arc of a curve, concave Westerly, having a radius of 680.00 feet, whose long chord bears S 02°43'12" W, 171.68 feet to the North right-of-way line of Sedona Court; Thence S 77°14'47" E along the North right-of-way line of Sedona Court, 63.58 feet; Thence continuing along the North right-of-way line of Sedona Court, along the arc of a curve, concave Southwesterly, having a radius of 266.00 feet, whose long chord bears S 66°44'08" E, 97.05 feet; Thence S 56°13'28" E along the North right-of-way line of Sedona Court, 214.76 feet; Thence continuing along the right-of-way line of Sedona Court, along the arc of a curve, concave southwesterly, having a radius of 60.00 feet, whose long chord bears S 08°01'17.5" E, 88.99 feet; Thence N 56°13'28" W along the South right-of-way line of Sedona Court, 274.46 feet; Thence continuing along the South right-of-way line of Sedona Court, along the arc of a curve, concave Southwesterly, having a radius of 200.00 feet, whose long chord bears N 66°44'07.5" W, 72.97 feet; Thence N 77°14'47" W along the South right-of-way line of Sedona Court, 63.58 feet to the East right-of-way line of Kronenwetter Drive; Thence along the East right-of-way line of Kronenwetter Drive, along the arc of a curve, concave Northwesterly, having a radius of 680.00 feet, whose long chord bears S 22°23'14.5" E, 162.26 feet; Thence S 29°14'23" W along the East right-of-way line of Kronenwetter Drive, 251.86 feet to the North right-of-way line of Pinedale Lane; Thence S 56°13'28" E along the North right-of-way line of Pinedale Lane, 703.84 feet; Thence continuing along the right-of-way line of Pinedale Lane, along the arc of a curve, concave Northwesterly, having a radius of 250.00 feet, whose long chord bears N 61°48'39" E, 441.33 feet; Thence N 00°09'13" W along the West right-of-way line of Pinedale Lane, 279.68 feet; Thence continuing along the right-of-way line of Pinedale Lane, along the arc of a curve, concave Southerly, having a radius of 60.00 feet, whose long chord bears S 88°03'44.5" E, 66.04 feet; Thence S 00°09'13" E along the East right-of-way line of Pinedale Lane, 277.27 feet; Thence continuing along the East right-of-way line of Pinedale Lane along the arc of a curve, concave Northwesterly, having a radius of 316.00 feet, whose long chord bears S 31°02'34" W, 327.36 feet to the East right-of-way line of Wedgewood Drive; Thence S



00°32'49" W along the East right-of-way line of Wedgewood Drive, 350.57 feet; Thence continuing along the East right-of-way line of Wedgewood Drive, along the arc of a curve, concave Westerly, having a radius of 500.00 feet, whose long chord bears S 09°20'18" W, 152.84 feet; Thence continuing along the East right-of-way line of Wedgewood Drive, along the arc of a curve, concave Easterly, having a radius of 500.00 feet, whose long chord bears S 00°45'20" E, 323.67 feet; Thence along the East right-of-way line of Wedgewood Drive, along the arc of a curve, concave Northwesterly, having a radius of 150.00 feet, whose long chord bears S 43°34'10" W, 267.80 feet to the South right-of-way line of Oakdale Lane; Thence N 73°13'11" W along the South right-of-way line of Oakdale Lane, 69.26 feet; Thence continuing along the South right-of-way line of Oakdale Lane, along the arc of a curve, concave Southerly, having a radius of 329.38 feet, whose long chord bears N 89°48'53" W, 154.85 feet; Thence S 79°35'25" W along the South right-of-way line of Oakdale Lane, 189.07 feet; Thence continuing along the South right-of-way line of Oakdale Lane, along the arc of a curve, concave Northerly, having a radius of 1200.00 feet, whose long chord bears N 85°11'26" W, 630.03 feet to the East right-of-way line of Kronenwetter Drive; Thence continuing along the East right-of-way line of Kronenwetter Drive, along the arc of a curve, concave northwesterly, having a radius of 330.00 feet, whose long chord bears S 67°19'14" W, 246.65 feet; Thence S 89°15'54" W along the East right-of-way line of Kronenwetter Drive, 150.77 feet; Thence continuing along the East right-of-way line of Kronenwetter Drive, along the arc of a curve, concave Southeasterly, having a radius of 120.00 feet, whose long chord bears S 48°19'50.5" W, 157.25 feet; Thence S 07°23'47" W along the East right-of-way line of Kronenwetter Drive, 74.16 feet; Thence S 89°51'54" E, 2073.91 feet to the East line of Section 28; Thence S 00°35'27" E along the East line of Section 28, 565.55 feet to the Southeast corner of Section 21; Thence N 00°25'34" W along the East line of Section 21, 1525.84 feet to the point of beginning.

does hereby make the following declarations as to the limitations, restrictions and uses to which the lots and/or tracts constituting said subdivision maybe put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and persons claiming under them and for the benefit of and limitations on all future owners in said Subdivision, this declaration of restrictions being designed for the purpose of preserving and protecting the desirability, beauty, uniformity, and value of all of the land in said subdivision for the benefit of all the owners thereof as said restrictions are herein specified.

**COVENANT NO. 1. TERM:** These covenants shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement signed by a majority of the then owners of the lots to which these covenants apply has been recorded agreeing to change these covenants in whole or part.

**COVENANT NO. 2. DWELLING QUALITY AND SIZE:** Any structure erected on any lot shall be used for residential purposes only. Each dwelling so constructed shall have a private attached garage of not less than two-car capacity. Additional detached garages are allowed. Said detached garages must have the same roof lines, shingle color, siding color, and materials as the dwelling. The minimum finished square footage must comply with municipal ordinances.

**COVENANT NO. 3. EXTERIOR OF BUILDINGS, FENCES AND LANDSCAPING:** The exterior of all buildings erected on this land shall be completed in the following manner: Thirty percent (30%) of the exterior of the home (exclusive of roof edging, soffit, windows and doors) facing the street is to be of natural material (brick, masonry, stucco, and/or wood). The balance of the exterior of the home may be finished with conventional finishing. All of the finishing exterior of the home is to be completed prior to the occupancy of the dwelling. The entire dwelling shall be completely finished, landscaped and have a paved driveway within one year after the commencement of construction. All driveways shall be paved with concrete, terra-lock or asphalt (two-inch minimum). All driveway culverts must be lined, smooth-interior plastic culverts and must have plastic end panels. If a pre-finished or vinyl finish is used on a building exterior, it shall not exceed seventy percent (70%) of the front elevation of dwelling. No murals or geometrical designs shall be painted or affixed on the exterior of the premises including overhead garage doors. There shall be no alteration to the drainage ditches or fences, trees, shrubs or other objects placed or constructed within the limits of drainage easements or sanitary sewer easements which would interfere with the ability to maintain underground piping, piping appurtenances or surface drainage. Removal of any objects from the easement will be at the lot owners expense and shall not be replaced. Any alterations must be approved by the Village. Notwithstanding anything herein to the contrary, the exterior of any dwelling of a traditional colonial "saltbox" design may be finished entirely with conventional non-natural finishing materials (such as vinyl siding), and shall not be required to have any brick, masonry, stucco and/or wood on the exterior of the dwelling. The floor of any porch on the side of the dwelling facing the street, and any steps leading to such porch must be of masonry construction.

No clotheslines of a permanent nature shall be erected on any lot. Furthermore, any temporary or retractable clotheslines must be retracted or removed from the yard when not in use.

The roof pitch shall be a minimum of 5/12 pitch unless authorized in writing prior to construction by Stone Ridge Development, LLC.

Any fence erected must comply with municipal ordinances, and, in any event, not exceed five (5) feet in height. Any fences constructed on the premises shall be decorative in nature which shall include, but is not limited to, a split rail cedar fence type or a professional chain link type fence and/or a wooden privacy type fence. Landscaping, at a minimum, must consist of a bordered area which shall be a minimum width of the greater of thirty-six inches (36") or the distance between the exterior wall and the eve line of the building and which



shall extend along the entire street side of the residence (except for that part covered by driveway.) This bordered area must be covered by a natural mulch and planted with bushes and shrubs. There must also be at least two deciduous trees with a minimum diameter of one and one-half inches (1-1/2") planted in the yard on the street side of the residence at all times. The back ten feet of the lot shall remain in its natural state.

**COVENANT NO. 4. NUISANCE:** No part of the premises shall be used or occupied injuriously or in any way so as to adversely affect the use or value of the adjoining or adjacent premises for residential purposes, nor shall anything be done on the premises, which may be or does become any annoyance or nuisance to the neighborhood and/or to the land to which these covenants apply.

**COVENANT NO. 5. TEMPORARY STRUCTURES, FIREWOOD:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently. Outbuildings, if constructed detached from the main structure, must follow the same roof lines as the dwelling, same shingle color, siding must be same color and material as dwelling. These structures must be constructed on a three-inch (3") minimum concrete slab. All outside storage of firewood shall be limited to one full cord of wood and shall be under the eve line of the dwelling.

**COVENANT NO. 6. SIGNS:** No sign of any kind shall be displayed to the public view on any lot, except that after the residence is occupied, one professionally-made sign of not more than one square foot and/or one professionally-made sign of not more than five square feet advertising the property for sale or rent may be displayed on the premises. A professionally made sign used by a builder to advertise the property during the construction and sales period may be displayed, but shall be subject to the foregoing size limitations. The real estate broker retained by the developer and/or initial construction contractor shall be exempt from the requirements in this covenant paragraph.

**COVENANT NO. 7. LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Any doghouse or other household pet home must be constructed of the same type and color of the material siding the home. Any such doghouse shall be kept to the rear of the lot and any dog or other household pet kennel shall not exceed a total area of ten feet (10') by twenty feet (20') in size. No tethered dog run or similar type of run area shall be permitted.

**COVENANT NO. 8. SATELLITE TV:** No satellite television reception equipment in the nature of a parabolic reflector, commonly known as a dish, shall be erected or maintained on any lot in the subdivision, unless such dish is 24 inches or less in diameter.

**COVENANT NO. 9. SWIMMING POOL:** If an aboveground pool is placed on any of the lots, it must be obscured with a privacy fence and the pool must not be visible from the first floor of neighboring homes, nor from the street. Any fence so constructed shall completely contain the pool and be a minimum of four (4) feet in height. All gates in such fence shall be kept closed at all times so as to prevent access/trespass by children. No swimming pool, aboveground or in-ground, may be constructed with the sides or walls thereof more than twenty-four inches (24") above normal yard grade.

**COVENANT NO. 10. ENERGY EQUIPMENT:** No energy-creating or energy-converting equipment shall be permitted upon the premises such as solar or wind generators except that solar equipment shall be permitted to be affixed to the residence providing such does not interfere with the provisions of Covenant No. 3 above.

**COVENANT NO. 11. EXISTING STRUCTURES:** No existing dwelling may be moved onto or placed on the premises and no pre-manufactured housing commonly known as "doublewides" shall be permitted. However, nothing in this paragraph shall be construed as prohibiting the erection of a "manufactured dwelling: as that term is defined at S. ILHR 20.07 (52), Wis. Adm. Code.

**COVENANT NO. 12. STORAGE:** No commercial vehicle (defined as trucks of one and one-half ton capacity or over) or trailers shall be parked, placed or allowed to remain on any street, with the exception for any period during construction of dwelling or for normal delivery purposes. Further, no junked or non-usable vehicles shall be kept or stored on the property.

Lot owners may store seasonal equipment such as a boat or snowmobile on their lot outside of a garage or auxiliary building, during the season in which used. Provided, however, that such storage generally be done inside the lot building setbacks or in such a manner as to not adversely impact contiguous lots. All seasonal equipment such as a boat, snowmobile, or recreational vehicle shall be stored in a garage or auxiliary building when not in seasonal use. Garbage and recycling containers must be stored out of site, except for the day of pickup.

**COVENANT NO. 13. MAILBOXES:** Mailboxes must be of the natural-finish cedar-wrapped variety, mounted on a wooden post of contemporary design, and shall be the same size and general appearance as other mailboxes in the subdivision. Mailboxes must be placed in groups of not less than three (3), in accordance with the locations prescribed by Stone Ridge Development, LLC.

**COVENANT NO. 14. ENFORCEMENT:** Enforcement of the covenants herein before set forth shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation and/or to recover damages. Any person(s) proceeding to court action to enforce these covenants is entitled to recover from the person or persons found to be in violation of any covenant, pursuant to such proceeding, the costs of bringing such action, including, without limitation, court costs, service and filing fees, and actual, reasonable attorneys fees.

**COVENANT NO. 15. SEVERABILITY:** Invalidation of any one of the foregoing covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**COVENANT NO. 16. APPLICATION:** These covenants shall apply to all of Timber Creek Crossing Subdivision in the Village of Kronenwetter, where no lot shall be used except for residential, single-family housing purposes.

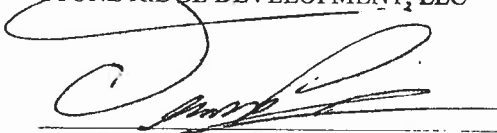
**COVENANT NO. 17. ZONING RESTRICTIONS:** The zoning provisions of the Village of Kronenwetter Zoning Ordinance as amended from time to time shall apply at all applicable times hereto, unless the restrictions contained herein are more restrictive, in which case the provisions contained herein shall apply. No owner of a lot or lots in Timber Creek Crossing may object to any zoning change proposed by Stone Ridge Development, LLC or it's affiliates with regard to any parcel of land which, when measured from the point nearest to Timber Creek Crossing, is one-thousand, five-hundred (1,500) feet or less from any point in Timber Creek Crossing.

**COVENANT NO. 18. CANCELLATION OF COVENANTS:** Stone Ridge Development, LLC reserves the right to waive, change or cancel any and all of the restrictions contained in this declaration, if, in their judgment, the development or lack of development warrants the same, or if, in their judgment, the ends and purposes for the subdivision would be better served. However, the restrictions in force at the time or purchase of any given lot cannot become more restrictive on that given lot.

**COVENANT NO. 19. WETLAND AND PROTECTED AREAS:** Any delineated wetlands, as determined by the Department of Natural Resources and the Corp of Engineers may not be filled by any means; such as topsoil, sand, or any other solid type of material. This is a direct violation of the State and Federal law. These areas are visibly marked on the map that you receive in your title policy at closing. No building or structure can be located within 10 feet of the wetlands.

Dated this 30<sup>th</sup> day of November 15, 2006.

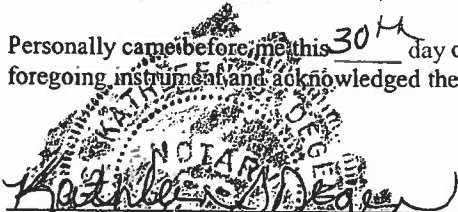
STONE RIDGE DEVELOPMENT, LLC



Dean Prohaska, Member

STATE OF WISCONSIN )  
 )SS  
COUNTY OF MARATHON )

Personally came before me this 30<sup>th</sup> day of November 15, 2006, Dean Prohaska, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Kathleen S. Dege, LLC  
Notary Public, State of Wisconsin  
My commission expires 01/11/07.

This document was drafted by:  
Stone Ridge Development, LLC



DOC# 1482198