

**DECLARATION OF RESTRICTIVE COVENANTS FOR  
NELSON'S RIVERWOOD ADDITION TO THE  
VILLAGE OF ELMWOOD, WISCONSIN**

PIERCE COUNTY  
REGISTER OF DEEDS  
CONNIE OLSON

PAGES: 3  
COVEN  
RECORDING FEE: 15.00

**WHEREAS**, Greg Nelson and Vicki Nelson, hereinafter "Developers" are developing and marketing residential real estate lots in the Village of Elmwood, Pierce County, Wisconsin, which lots are located in and known as the Plat of Nelson's Riverwood Addition to the Village of Elmwood; and

01/05/2004 02:25PM

*Ret: Loberg LO-Elisw*

**WHEREAS**, Developers desire to take reasonable precaution to assure an orderly, aesthetic and valued development in the platted subdivision.

**NOW THEREFORE**, the undersigned Developers hereby adopt, make and declare the following restrictive covenants which shall be appurtenant to and run with Lots 1 through 18 and 20 through 22 of Nelson's Riverwood Addition to the Village of Elmwood, and which covenants shall be binding upon the Developers and all subsequent owners of the respective lots, together with the heirs, successors and assigns of said Developer and subsequent owners:

1. Every driveway serving a lot shall be surfaced with an asphalt, concrete or brick overlayment within one year of the date of occupancy of the dwelling unit constructed on the lot.
2. There shall be a culvert located under the driveway entering each lot, which culvert shall be located in the ditch adjoining the public road.
3. Each dwelling shall have and maintain a minimum square footage of finished living space. The finished living area of the main structure, exclusive of the open porches and garages, shall not be less than:
  - 1,100 sq. feet for a one story dwelling.
  - 1,500 sq. feet for a two story dwelling.
  - 1,050 sq. feet on the upper level of a bi-level dwelling.
  - 1,100 sq. feet on the upper 2 levels of a tri-level dwelling.
4. Only one residential dwelling structure may be constructed upon a lot in this subdivision. Each dwelling shall be a single family home only, unless zoned as a twin home lot.
5. Each dwelling unit shall have an attached garage with a minimum size of 22 feet by 24 feet.
6. The roof pitch on each dwelling shall be not less than a 4-12 pitch.

7. The exterior siding of the dwelling unit and attached garage shall be of the same construction material and shall be the same color. The color shall be an earth-tone color. All unattached accessory buildings shall be of the same exterior color as the dwelling unit.
8. No mobile homes or "double wide" homes shall be permitted on any lot. The homes on all lots must be stick built homes. Stick built manufactured homes, such as homes produced off-site by Wausau Homes and American Homes are permitted homes.
9. ARCHITECTURAL CONTROL COMMITTEE.
  - A. There shall be an Architectural Control Committee consisting of two members. The two members of the committee shall be the Developers, Greg and Vicki Nelson. In the event either one is unable or unwilling to so serve, the other shall appoint a successor to the committee. The successor will be the owner or co-owner of one of the lots subject to these Covenants. At such time as five of the subject lots have been sold, and dwellings constructed thereon, the Committee shall be increased to three members. The third member shall be appointed by the Developers. Thereafter, in the event of any vacancy on the Committee, said vacancy shall be filled by appointment made by the Developers, or one of the Developers if only one Developer is then on the Committee.
  - B. The Architectural Control Committee shall review and approve all construction on lots subject to these Covenants. Blueprints shall be submitted to the Committee prior to the commencement of construction. The blueprints shall include a detailed sketch of the precise location of the dwelling unit and attached garage to be constructed upon the premises, as well as any accessory buildings intended to be constructed upon the premises. The color, type and style of exterior siding shall be pre-approved by the Architectural Control Committee. The approval of the Committee must be in writing.
  - C. The owner of any lot may be granted a reasonable variance from the provision of these Covenants by the Architectural Control Committee. A variance shall only be given for minor deviations from the terms of these Covenants.
10. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the property and be binding on all owners and their successors, heirs and assigns, for a period of 30 years from the date this Declaration is recorded, after which time the Covenants, Conditions and

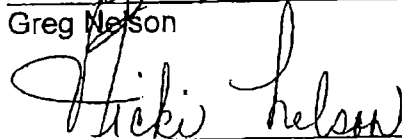
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Restrictions shall automatically be renewed for successive ten (10) year periods each, unless a statement is recorded by a majority of the then owners of the lots setting forth a shorter or different period of renewal or a statement indicating there shall be no renewal.

11. The grantee of any lot failing to comply with these restrictive covenants agrees that any Court of competent jurisdiction may impose an injunction upon any further use or development of the land and further agrees to pay all costs, fees and reasonable attorney's fees in obtaining said injunction and in addition thereto, agrees to pay actual damages suffered by Developers and/or owners in Nelson's Riverwood Addition and in addition agrees to pay liquidated damages of not less than Two Thousand Dollars (\$2,000.00) to be awarded to the prevailing party in the litigation against the offending lot owner.

Dated: 12/3/03

  
\_\_\_\_\_  
Greg Nelson

  
\_\_\_\_\_  
Vicki Nelson

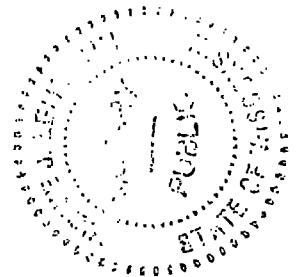
State of Wisconsin )  
                                  )ss.  
County of Pierce     )

Personally came before me this 3<sup>rd</sup> day of December, 2003, the above named Greg Nelson and Vicki Nelson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

  
\_\_\_\_\_

Notary Public  
My Commission expire/is 8/26/07

This Instrument Drafted By:  
Loberg Law Office  
Robert L. Loberg



000340

**AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR NELSON'S RIVERWOOD ADDITION TO THE VILLAGE OF ELMWOOD, WISCONSIN**

PIERCE COUNTY REGISTER OF DEEDS VICKI J NELSON

PAGES: 3  
AMEND  
RECORDING FEE: 15.00

**WHEREAS**, Greg Nelson and Vicki Nelson recorded their Declaration of Restrictive Covenants on January 5, 2004, as doc. no. 455262; and

06/21/2005 02:15PM

**WHEREAS**, the Nelsons and those who have subsequently purchased lots in Nelson's Riverwood Addition desire to amend said Declaration of Covenants;

*Ret: Loberg LO-Elisw*

**NOW THEREFORE**, the following amendment is made to the Declaration of Restrictive Covenants recorded as doc. no. 455262:

On Lots 6, 7, 8, 9, 10, 11 and 12 of said Addition there may be constructed multi-family residential units. Each unit must have a corresponding single car (or larger) garage or at least one corresponding automobile space in a multi-car garage. The Architectural Committee must approve all plans prior to construction. Buildings with 3 or more residential units must be owner occupied unless otherwise approved by the Architectural Committee.

Dated: June 17<sup>th</sup>, 2005

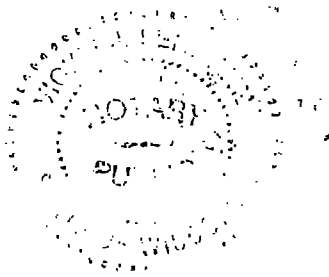
*Greg Nelson*  
\_\_\_\_\_  
Greg Nelson  
*Vicki Nelson*  
\_\_\_\_\_  
Vicki Nelson

State of Wisconsin )  
                                  )ss.  
County of Pierce    )

Personally came before me this 15<sup>th</sup> day of June, 2005, the above named Greg Nelson and Vicki Nelson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*Wickrey Selmann*  
\_\_\_\_\_

Notary Public  
My Commission expires/is 8/26/07



Dated: June 9, 2005

David D. Glaus  
David D. Glaus

Beverly A. Glaus  
Beverly A. Glaus

State of Wisconsin )  
                          )ss.  
County of Pierce    )

Personally came before me this 9 day of June, 2005, the above named David D. Glaus and Beverly A. Glaus, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jon Purk  
Notary Public  
My Commission expires/is 11/26/08

Dated: June 10, 2005

Michael D. Sand  
Michael D. Sand

Shelley M. Sand  
Shelley M. Sand

State of Wisconsin )  
                          )ss.  
County of Pierce    )

Personally came before me this 10 day of June, 2005, the above named Michael D. Sand and Shelley M. Sand, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jon Purk  
Notary Public  
My Commission expires/is 11/26/08



Dated: June 7, 2005

Nancy J. Lecheler  
Nancy J. Lecheler

State of Wisconsin )  
                                  )ss.  
County of Pierce     )

Personally came before me this 7<sup>th</sup> day of June, 2005, the above named Nancy J. Lecheler, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Joseph Park  
Notary Public  
My Commission expires/is 1/26/08

Dated: June 7, 2005

Amy Michelle Webb  
Amy Michelle Webb

State of Wisconsin )  
                                  )ss.  
County of Pierce     )

Personally came before me this 7<sup>th</sup> day of June, 2005, the above named Amy Michelle Webb, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Pamela Herink  
Notary Public  
My Commission expires/is Oct. 6, 2007

Drafted By:  
Loberg Law Office  
Robert L. Loberg