

Declaration of Restrictions  
to  
Park Ridge Estates Addition  
to  
The Village of Bangor

It is agreed by and between the undersigned owners for the benefit of future owners and purchasers that the following restrictions shall apply to Park Ridge Addition, to the Village of Bangor, La Crosse County, Wisconsin, located at (see attached legal description).

Whereas, Owners contemplate selling and conveying said lands in parcels and lots to persons who may desire to establish residences thereon, subject to the restrictions, projections, easements, conveyances, conditions, changes and provisions hereinafter set forth;

Now, therefore, Owners do hereby declare and establish for the mutual protection and benefit of said Owners and other purchasers of said property, as long as they shall continue to be owners of any part of said property, as well as for mutual benefit and protection of each and every purchaser and owner of a lot or parcel of said land contained in the above described sections;

1. Residence Protections. All lots so parceled by owners shall be known and described as residential lots and shall be used for private residence only. No structure on property not previously conveyed shall be erected, altered, placed or permitted to remain on any residential building plot other than residential dwellings, said dwellings not to exceed three stories in height, or 36 feet in height, and private garages for not more than four cars each. Said property can be used for certain permitted accessory uses, which accessory uses shall include customary home occupations, provided such occupations are conducted only by members of the family residing on the premises; and provided there is no external evidence of such occupation except a small announcement or professional sign not over two feet square in area. Accessory uses must be incidental to the principal uses and shall not include any activity commonly conducted as a business.

No billboards or advertising signs shall be erected or maintained except as specifically permitted above, with the exception of one sign advertising the sale or rent of the land or buildings upon which it is located, such sign not to exceed six square feet in area, and shall be set back from the street line at least fifteen feet.

2. Lot Area, Width and Set-Backs.

a.) The smallest lot in this subdivision shall not be less than 100' x 130' = 13,000 square feet.

b.) The following restrictions shall apply to all lots inclusive: Each dwelling shall be located on a lot containing not less than 13,000 square feet.

Lot coverage of building, including accessory buildings, shall not cover more than forty percent (40%) of the area of said lot.

Each lot shall have a front, side and rear yard. No portion of any dwelling or accessory building shall extend so that yards have less than the depths or widths following:

- (i) Front yard depth of Thirty (30) feet;
- (ii) Side yard widths of Ten (10) feet each; and
- (iii) Rear yard depth of Twenty (20) feet.

3. Minimum Size of Dwellings.

a.) The following restrictions shall apply to all lots:  
shall have a minimum size at the time of construction of 1,000 square feet.

b.) The following restrictions shall apply to all lots:  
The size of a garage on any lot must be a minimum size of 18 x 24 square feet.

4.) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

5.) Construction Limits. The exterior of a home is to be completed within one year after beginning construction. No basement homes are to be constructed. No building is to be moved into the area which does not conform with all restrictions and protective covenants. No trailer, basement, tent, shack, garage, bar, or other outbuilding erected on this property shall be used as a residence, temporarily or

permanently. Further, construction on a lot must begin within two (2) years of purchase. No mobile homes shall be allowed. Modular and panelized homes will be allowed.

6.) No noxious or offensive trade or activity shall be conducted upon any lot nor shall any trade which may become any annoyance or a nuisance to the neighborhood be conducted. This shall include the keeping or harboring of honey bees. Also, there shall be no raising or harboring of fowl or animals commonly known as "barnyard fowl or animals" such as chickens, goats, horses, or the like. In addition none of the land included in these restrictions shall be used for the manufacture, sale or other disposition of intoxicating liquors.

All lot holders covered by these restrictions shall be responsible for cutting weeds and preventing the accumulation of junk, or other materials on their properties including junk cars. Failure to cut such weeds or remove junk after 30 days notice by "owners" as herein defined, then said owners may cause the junk to be removed or weeds to be cut and the costs for removing same shall become a lien against the premises.

7.) Duration of Covenants. These restrictions and covenants shall run with the land and shall be binding upon all parties and persons claiming under "Owners" until July 31, 2024, at which time said covenants shall be automatically extended for successive periods of twenty (20) years, upon a majority vote of the then landowners. A two-thirds majority vote of said landowners is required to change the said restrictions and covenants in whole or in part.

8.) Board of Control. No buildings shall be erected, placed or altered on any building plot in this area until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with the existing structures in the area, and as to location of the plot with respect to official topography and ground elevation by the Building Committee composed of John Molstad, Shirley Jacobson, and Tom Poehling or by representatives landowners designated by a majority of the members of said committee.

While MOL-CO, Inc., retains ownership of any Lot, this Committee shall consist of three members appointed by MOL-CO, Inc. The Committee may appoint a

representative to act for them. When MOL-CO, Inc., ceases to own any of the Lots, a majority of the then record Owners of the Lots shall have one voter per Lot and shall elect the three members of the Committee.

Neither the members of said committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this restriction. The powers and duties of such committee and its designated representatives shall cease on July 31, 2024, but shall be automatically extended for successive periods of twenty (20) years upon a majority vote of the then existing landowners. Any vacancy in said committee shall be filled by appointment by the remaining members.

9.) Severability Clause. Invalidation of any of these covenants and restrictions by Judgment or Court Order shall in no wise, affect any of the other provisions which shall remain in full force and effect.

10.) Violation of Restrictions. If any owner of land in this area shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any real property situated in this area to prosecute violating or attempting to violate any such restriction or covenant, and either to prevent him or them from doing so or to recover damages for such violations. Nothing herein contained shall bar the Building Committee from the instituting these actions.

11.) Reference to Restrictions. Owners hereby covenant and agree with each and every person who shall become a purchaser of a building site in this area that each and every conveyance of a building site shall contain reference to the foregoing restrictions in substantially the following form.

“Provided always that these presents are upon the express condition that this conveyance is made and accepted subject to all the restrictions and the covenants contained in a declaration made by John Molstad, Shirley Jacobson, and Tom Poehling, recorded in the office of the Register of Deeds in and for La Crosse County, Wisconsin in Volume \_\_\_\_ of Records, page\_\_\_\_\_”.

12.) The Committee’s approval or disapproval as required in these covenants shall be in writing. In the event of the failure of the committee or its designated

representative, \_\_\_\_\_, to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or if any event, no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with in full.

13.) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat and over the rear five feet of each lot. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The purchaser shall at his own cost and expense, keep and preserve that portion of the easement and right of way within his property line at all times in good condition of repair and maintenance and neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the proper maintenance, use, operation, repair, reconstruction and patrolling of the utility services located therein.

Any utility company with facilities located within said easements shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

14.) Site Distance At Intersections. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between 2 - 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points of 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same site line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances as of

such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of site lines.

15.) Land Near Parks and Water Courses. No building shall be placed or any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

16.) Use of Open Lands. Open lands that are included in a parcel or land will be restricted to the following uses:

1. Gardening
2. Production of grass and lawns
3. Forestry

It is further required that noxious weeds will be controlled on all open lands and that proper conservation practices will be applied to these lands.

17.) Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18.) Exceptions. Lots 31, 32, 33, 34, 35, 36, and 37 are reserved for duplex or zero lot line, twin homes.

19.) Swimming Pools. All pools must be enclosed by a fence with a height of six feet and have a gate that must be secured. No above ground pools shall be allowed.

20.) Fences. Any and all fences shall be constructed of wood or vinyl, and be at most, six feet (6') in height from ground level. All fences shall comply with all County and Town ordinances and regulations.

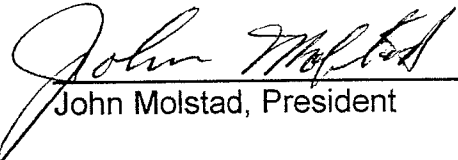
21.) Parking and Storage of Vehicles and Boats. No mobile or motor homes, camping trailers, boat trailers, boats, buses and trucks over one ton, (for example a 350 Ford is a one ton truck) or other recreational vehicle shall be stored or parked on any Lot nor on any street within the subject plat for more than seventy-two (72) hours, except that said items may be stored or parked within a garage. No semi-tractors and

trailers shall be stored or parked on said Lots, nor any street within the subject real estate at any time except for the purpose of making deliveries or moving persons into or out of residences. Driveway parking is intended for the use of the dwelling occupants everyday vehicles. Business vehicles, including pick-ups, trucks and vans, may be driveway parked, if generally used by an occupant as his/her personal transport.

22.) Outdoor Lighting, Television Satellite Dishes and Towers. Unless approved by the Committee, exterior lighting not attached to the dwelling shall not be placed higher than eight (8) feet from ground level and no television satellite dishes larger than 24" in diameter shall be placed or erected on any Lot. Radio or television towers may not exceed fifteen (15') feet in height from ground level.

In Witness Whereof the said "Owners" have hereunto set their hands and seals this 2<sup>nd</sup> day of July, 2004.


MOL-CO, Inc.

  
\_\_\_\_\_  
John Molstad, President

State of Wisconsin,  
La Crosse County

Personally came before me this 2<sup>nd</sup> day of July, 2004, the above name, John Molstad, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

This document drafted by:  
John Molstad

  
\_\_\_\_\_  
Kristi McCabe, Notary Public  
La Crosse County, Wisconsin  
My commission expires 03/02/2008.

# ATTACHMENT

## Legal Description for Park Ridge Estates, Bangor, Wisconsin

A parcel of land located in part of the Northwest Quarter of the Southeast Quarter (NW1/4-SE1/4), part of the Northeast Quarter of the Southeast Quarter (NE1/4-SE1/4), part of the Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4) and part of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4), all in Section 4, Township 16 North, Range 5 West, Village of Bangor, La Crosse County, Wisconsin, described as follows:

Commencing at the south quarter corner of said Section 4;  
thence along the west line of the Southeast Quarter of said Section 4,  
North 00°36'50" East, 1,840.98 feet to the southerly right-of-way line of the Great River State Trail;  
thence along said southerly right-of-way line, North 77°37'52" East, 61.57 feet to the east right-of-way line of County Trunk Highway B and the point of beginning of this description;  
thence continuing along said southerly right-of-way line, North 77°37'52" East, 1,589.85 feet;  
thence South 12°22'08" East 130.00 feet;  
thence South 42°26'31" East 76.27 feet;  
thence South 12°22'08" East 185.59 feet;  
thence South 05°55'59" East 187.65 feet;  
thence South 20°43'59" West 73.86 feet;  
thence South 05°55'59" East 186.87 feet to the northerly right-of-way line of Interstate 90;  
thence along said northerly right-of-way line, 1,386.44 feet along the arc of a curve concave to the southeast, whose radius is 17,388.80 feet, whose central angle is 04°34'06", and whose chord bears South 81°05'01" West, 1,386.44 feet;  
thence continuing along said northerly right-of-way line, South 78°47'58" West, 303.97 feet to the intersection of the east right-of-way line of County Trunk Highway B;  
thence along said east right-of-way line, North 00°36'50" East, 134.92 feet;  
thence continuing along said east right-of-way line, North 08°50'54" West, 152.07 feet;  
thence continuing along said east right-of-way line, North 00°36'50" East, 454.31 feet to the point of beginning.

Said parcel contains 1,275,122 square feet, or 29.273 acres, more or less, and is subject to all easements and restrictions of record.