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MEADOWVIEW ACRES FIRST ADDITION

Lots 16-48

Section Twenty-eight (28), Township Twenty-eight (28), Range Eleven (11)
West, Town of ELK MOUND, Dunn County, Wisconsin

DECLARATION OF RESTRICTIONS AND COVENANTS

RECEIVED FOR RECORD

Document Number

VOL 756 PAGE(S) 148-152

JUN 09 1998

AT 9:40 O'CLOCK A.M.
JAMES M. MCDUFFY, REGISTER OF DEEDS
DUNN COUNTY
James M. McDuff
REGISTER OF DEEDS

Return Address *pd 18.00*
Scharlau Partnership, LLP
N7240 810th Street
Elk Mound, WI 54739

Parcel I.D. Number

Scharlau Partnership, LLP (hereinafter "Developer") being the owner of all of the lands described in Exhibit A (the "premises"), which is attached hereto and incorporated by reference, has divided such premises into lots and has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations, and restrictions upon which, and subject to which the premises and all portions thereof shall be improved or sold and conveyed. All of these covenants, conditions, reservations and restrictions are for the benefit of the owners and all future owners of the premises, or any interest therein, and shall inure to, and encompass each and every portion of said premises, and shall bind all successors in interest to the owners. These covenants, conditions, reservations, and restrictions are to be construed as restrictive covenants running with the premises and all conveyance of the premises, or any portion thereof shall be subject to said restrictive covenants, conditions, reservations, and restrictions.

1. **SPECIFICATIONS:** All houses shall have a pitched roof and vinyl siding.
2. **DESIGN AND USE:** Construction shall be limited to single-family residences. No lot shall be used except for residential purposes.
3. **SKIRTING:** All dwellings must have vinyl, concrete block or approved manufactured skirting (no door cut-outs).
6. **CONSTRUCTION MATERIALS:** Exterior walls of buildings are to be finished in material of pleasing and harmonious appearance in relation to surrounding structures. Unsightly or low grade exteriors will not be permitted.
7. **LANDSCAPING:** The area immediately surrounding the dwelling building shall be maintained as a green area and landscaped with grass, trees, shrubs or other appropriate plantings, including foundation plantings.

All such landscaping shall be completed within two years of the commencement of construction of the dwelling building.

9. TEMPORARY STRUCTURES: Structures of a temporary character are prohibited.
10. ANIMALS: No animals, livestock, or poultry shall be kept on the premises except: dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
11. NOXIOUS ACTIVITIES: No noxious, illegal or offensive use of the premises shall be carried on the premises, nor shall anything be done thereon that is an annoyance or nuisance to the neighborhood. No trash, garbage, refuse, junk, vehicles in disrepair, or unsightly growths or objects, shall be maintained or allowed on the premises. The dwelling building and all allowed ancillary structures shall be kept in a reasonable state of repair.
12. R.V., BOATS, ETC.: All recreational vehicles, boats, etc. shall be properly screened from public view. Screening must be approved by the Architectural Control Committee.
13. OUTSIDE STORAGE: Outside storage of any materials, equipment, waste or refuse shall be allowed only when properly screened from public view. This requirement shall not apply to temporary storage of materials during construction.
14. PARKING: All motor vehicles must be parked in garages or on the driveways. No motor vehicle may be parked on the lawn. No boat, snowmobile, trailer, camper or similar objects shall be stored or permitted to remain on the premises unless it is stored in a garage or outbuilding or is properly screened from public view, except for temporary storage on the driveway for a period not to exceed ten consecutive days in duration, with such temporary storage not to exist more than three times in any one calendar year.
15. COMPLETION OF CONSTRUCTION: All construction shall be completed one year from commencement.
16. GARBAGE: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash and garbage shall be regularly removed from the lot and shall not be allowed to accumulate on the lot. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
17. ARCHITECTURAL CONTROL COMMITTEE
 - A. The Architectural Control Committee ("Committee") shall consist of two members. The original members of such Committee shall be Daniel Scharlau

and Peter Scharlau. Upon the death, resignation, or inability to act of any member of such Committee, the remaining members of the Committee shall appoint a member to fill the position. Such appointment shall be effective by the filing of a document in recordable form in the Office of the Dunn County Register of Deeds indicating the name of the appointee. Any decision by a majority of the members of such Committee shall be final and shall not be subject to review.

B. All plans for the construction of any building, driveway, or other structure to be erected upon the premises, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, driveway, or other structure upon any lot in such premises shall require the approval in writing of the Committee. Before beginning the construction of any building, driveway, or other structure whatsoever, or remodeling, reconstruction or altering of a building, driveway, or other structure upon any lot, the person or persons desiring to erect, construct or modify the same shall submit to the Committee two complete sets of driveway plans showing the locations, course, and width for same and two complete sets of all building plans and specifications for the building or other structure, as is applicable, so desired to be erected, constructed, or modified. All building plans and specifications shall be prepared by architects or capable draftsmen and shall be state or city approved, as required by law. No building, driveway or other structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Committee and which does 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 improvement is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans or specifications as approved shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural defects in such plans or specifications or in any building, driveway or structure erected according to such plans and specifications.

18. **ENFORCEMENT:** The Developer and all persons who may hereafter own a lot in the premises are each given the right to enforce these restrictions through any proceeding, at law or in equity, against any person violating or threatening to violate such restrictions, and to recover any damage suffered by them from any violation of such restrictions, including reasonable attorney fees incurred in enforcing such restrictions.
19. **TERM:** These covenants and restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer and the assignees, successors, or heirs of the Developer or any owner of a lot in the premises for a period of twenty years from the effective date hereof. After the expiration of said twenty-year term, these covenants and restrictions shall automatically be extended for successive periods of ten years, unless an instrument signed by the then

owners of 51% or more of the lots in the premises has been recorded prior to the termination of the then current term, agreeing to terminate or modify these covenants and restrictions.

This is not homestead property.

Dated this 8th day of June, 1998.

SCHARLAU PARTNERSHIP, LLP

BY: Daniel P. Scharlau
Daniel P. Scharlau, Partner

BY: Peter Scharlau
Peter W. Scharlau, Partner

BY: John J. Scharlau
John J. Scharlau, Partner

STATE OF WISCONSIN)

ss.

DUNN COUNTY)

Personally came before me this 8th day of June, 1998 the above-named persons, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Robin A. Scharlau
Robin A. Scharlau
Notary Public, State of Wisconsin
My Commission Sept. 30, 2001

This instrument drafted
by John J. Scharlau

EXHIBIT A

MEADOWVIEW ACRES FIRST ADDITION, Lots 16-48, located in Section Twenty-eight (28), Township Twenty-eight (28) North, Range Eleven (11) West, TOWN OF ELK MOUND, Dunn County, Wisconsin.

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INDEXED

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This document is being re-recorded to correct an error in numbering.

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