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James M. Maroutt
JAMES M. MAROUTT REG. OF DEEDS, DUNN CO. WI 1400

RESTRICTIVE COVENANTS

This declaration is made by David and Holly Wagner, hereafter called the Declarants, owners of the following described real estate in the Town of Menomonie, Dunn County, Wisconsin:

Lots 36 of Certified Survey Map No #735, Volume 3, Page 129, and
Lots 37, 38 and 39 of Certified Survey Map Number #971, Volume 4, Page 36, all located in Government Lot Six (6), Section Three (3), Township Twenty-seven (27) North, Range Thirteen (13) West.

The Declarants, for the benefit of the above described land and its present and future owners, hereby impose upon the land above described the following conditions, restrictions, covenants, and charges which shall run with the land and be binding upon and inure to the benefit of the owners thereof, their heirs, successors, administrators, or grantees, and assigns until January 1st of the year 2010 after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the parcels has been recorded, agreeing to change these covenants in whole or in part.

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and with a private two-car or three-car garage. All structures shall be completely finished on the exterior within one (1) year after commencement of the excavation or construction thereof.

2. **DWELLING COSTS, QUALITY, AND SIZE.** It is the intention and purpose of these covenants to assure that the size, style and quality of all dwellings shall be compatible with the neighborhood. Style and appearance shall take precedence over costs. The total square footage for any home built shall be not less than 2,000 sq.

ft. of living area, exclusive of porches, garages and basements. A cement or blacktop driveway is to be in place within one (1) year after commencement of construction.

3. THE BUILDING LOCATION.

(A) No building shall be located on any lot nearer to the front line or nearer to the side line than the minimum building setback lines shown on the recorder plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line.

(B) No dwelling shall be located nearer than 10 feet to any interior lot line, or detached garage, nor nearer than 30 feet to the rear lot line. A side yard of at least three (3) feet shall be required for a detached garage located 90 feet or more from the minimum building front setback line.

(C) For the purpose of this covenants, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(D) No dwelling shall be erected on any lot having a width of less than 77 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

4. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be, or become, an annoyance nor nuisance to the neighborhood. Running of recreation vehicles (mini-bikes, snow-mobiles, etc.) on any lot for extended periods or as a matter of practice shall constitute a nuisance.

5. THE FOLLOWING PROHIBITIONS SHALL BE OBSERVED:

(A) No tank for the storage of fuel shall be maintained above the surface of the ground.

(B) No garbage, junk, ashes, brush, refuse or refuse receptacles shall be left on any lot so as to be exposed to view or to become a nuisance.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a broker to advertise the property during the construction and sales period.

8. 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 that they are not kept, bred, or maintained for any commercial purpose.

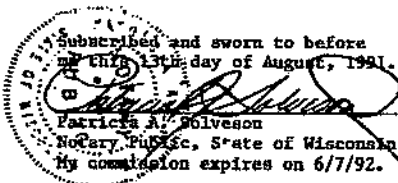
9. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant within to restrain violation or to recover damages.

10. SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Date: August 13, 1991


David R. Wagner


Holly J. Wagner



Drafted by Steans, Schofield, Skinner & Higley