

**PROTECTIVE COVENANTS**  
**of**  
**CSM#2222**  
**Lots 1 through 4**  
**Town of Tainter, Dunn County,**  
**State of Wisconsin**

<b>RECEIVED FOR RECORD</b>	
VOL. <u>888</u>	PAGE(S) <u>319-321</u>
APR 12 2000	
AT <u>3:25</u> O'CLOCK <u>P</u> M	
JAMES M. MADUTT, REGISTER OF DEEDS DUNN COUNTY	
<i>James M. Madutt</i> REGISTER OF DEEDS	
RETURN TO: <u>LEON HERRICK</u> pd. 14 00	

1. **General Covenants:** The following provisions, restrictions, and covenants are hereby declared to
2. apply with respect to all the residential lands described in CSM#2222, Vol. 9, Survey Maps Page 172, Town of Tainter, Dunn County, State of Wisconsin.
2. **Developer:** Leon Herrick and Gary Nyseth are the developers and owners of the property that is the subject of these covenants. They have adopted these covenants to assure the orderly and attractive development of the land described herein and to enhance and protect the desirability thereof, for the mutual benefit and protection of future owners of the property.
3. **Term:** These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded or until an instrument signed by developer has been recorded or an instrument signed, after all lots are sold, by 75% of the owners, changing said covenants in whole or in part or extending the provisions of this declaration.
4. **Enforcement:** Enforcement shall be by proceedings commenced by said developer or its assigns at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
5. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions of this declaration, which shall remain in full force and effect.
6. **Architectural Control:** No building or structure shall be erected, materially altered or placed on any of said lots until the plans, specifications and the development plan are approved in writing by the developer or the developer's designated representative in charge of architectural control.


In the event the person or persons having authority to approve or disapprove said plans fail to act within 30 days after said plans and specifications have been submitted to the developer or his representative, or, in any event, if no suit to explain the erection of such building or structure or the making of such alterations has been commenced within 60 days from commencement of construction which is defined as the date of pouring footings, such approval will not be required and this covenant will be deemed to have been fully complied with. A final copy of all plans submitted for approval shall be left with and be the property of the person or persons in charge of


architectural control for their permanent files. All variations must be filed and approved.

7. **Lot Size, Design and Use:** All lots in the development shall be used for residential purposes only. No lots shall be divided or combined without specific written authority of developer or its assigns. The construction of any dwelling thereon shall be completed within one year from the time the basement is dug.
  8. **Minimum Building Sizes:** The finished living area of the main structure, exclusive of the open porches and garages, shall be not less than:
    - 1,500 sq. ft. for a one-story dwelling
    - 2,000 sq. ft. for a two-story dwelling
    - 1,300 sq. ft. on the upper level of a bi-level dwelling
    - 1,500 sq. ft. on upper two levels of a tri-level dwelling
  9. All dwellings shall have an attached two-car (or larger) garage. The person or persons in charge of architectural control may authorize a variance from these requirements where plans, specifications and site development plan assure a high quality house in harmony with the exterior designs of other houses in the subdivision.
  10. **Construction Materials:** Exterior walls of buildings are to be finished in materials of pleasing and harmonious appearance; unsightly or low-grade exteriors will not be permitted. Driveways will be blacktop or concrete in nature, installed within 2 years of completion of home.
  11. **Landscaping:** The total ground area not covered by buildings, driveways or wood lot is to be maintained as a green area and landscaped with grass, trees or other appropriate planting.
  12. **Fences:** Boundary fences on individual properties shall be prohibited except as approved by developer.
  13. **Nuisances:** No noxious or offensive trade or activity shall take place on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets so long as they are not kept, bred or maintained for commercial purposes, or allowed to annoy neighbors. The number of pets shall be restricted to three (e.g. two dogs and one cat, or one dog and two cats).
  14. **Maintenance:** All buildings and grounds shall be kept neat and orderly.
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15. **Utilities:** All utility services, including, but not limited to electrical, telephone and cable television service and distribution lines, shall be located below grade. Overhead utility lines are prohibited. Propane tanks are acceptable and may be above ground.
16. Detached garages and storage garages shall be constructed on a concrete foundation. Overall height shall not exceed 18 feet. Exterior appearances shall conform with home.
17. An easement is reserved over the five (5) feet adjacent to all property lines for the installation and maintenance of utility service and for no other purpose. Within these easements, no structural, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retire the flow of water through drainage channels on 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 which a public authority or utility company is responsible.

Dated this 17<sup>th</sup> day of April, 2000.

  
Leon R. Herrick

  
Gary L. Nyseth

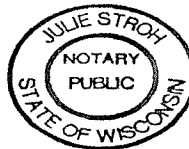
## ACKNOWLEDGMENT

STATE OF Wisconsin )  
 ) ss.  
Dunn COUNTY )

Personally came before me this 12 day of April, 2000  
the above named **Leon R. Herrick and Gary L. Nyseth** to me known to be  
the persons who executed the foregoing instrument and acknowledge the same.

Julie Strach  
Julie Strach  
Notary Public, State of Wisconsin

My commission expires 3-3-2002



This instrument drafted by: Leon R. Herrick, E5730 708th Avenue, Menomonie, WI 54751