

457538

RESTRICTIVE COVENANTS

1. Each lot shall be used solely for single-family residential purposes and shall not be divided.
2. Each one-story home shall have a minimum of 1,200 square feet of above-ground finished living area; each multi-story home shall have a minimum of 2,000 square feet of above-ground finished living area.
3. If the home has an attached garage, one outbuilding is allowed per lot after construction of the home has been completed. Such building shall have a finished exterior that matches the exterior of the home. If the home has a detached garage, no other outbuilding is allowed, and the garage shall have a finished exterior that matches the exterior of the home.
4. No mobile homes are permitted on any lot. No temporary housing or trailers are allowed on any lot, except during actual construction of the home.
5. The exterior of the home shall be completed prior to occupancy.
6. Invalidity of any one of these restrictions by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.
7. Failure to enforce any restrictive covenant contained herein shall in no event be deemed a waiver of the right to do so thereafter.
8. These restrictive covenants shall run with and bind the land described as:

Lot 5, Certified Survey Map No. 2201, recorded in Vol. 9, page 151, in the Office of the Register of Deeds, Dunn County, Wisconsin, and located in the SE 1/4 of the NW 1/4 of Sec. 22, T29N, R12W, Town of Tainter, Dunn County, Wisconsin.

and shall be binding upon an owner's respective heirs, executors, administrators, successors and assigns.

9. Meeting with these restrictive covenants does not relieve an owner from compliance with all applicable restrictions and ordinances, if any, of the Town of Tainter and Dunn County.

State of Wisconsin )  
 ) ss  
 Eau Claire County )

Personally came before me this 24<sup>th</sup> day of February, 2000, Erwin A. Lange and Shirley M. Lange, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Geroldine J. Schulner  
 Geroldine J. Schulner, Notary Public  
 Eau Claire County, Wisconsin.  
 My commission expires 8-26-2001.



Dated this 24<sup>th</sup> day of February, 2000.

Erwin A. Lange  
 Erwin A. Lange

Shirley M. Lange  
 Shirley M. Lange

This instrument drafted by Attorney Jane E. Lokken, Garvey, Anderson, Johnson, Gerasi & Mirr, S.C., 402 Graham Avenue, P.O. Box 187, Eau Claire, WI 54702.

RECEIVED FOR RECORD

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FEB 29 2000

AT 10:15 O'CLOCK A M  
 JAMES M. MRDUTT, REGISTER OF DEEDS  
 DUNN COUNTY  
James M. Mrdutt  
 REGISTER OF DEEDS

pd-10.00  
 Return to: Atty Jane E. Lokken  
 P.O. Box 187  
 Eau Claire, WI 54702

V 1142 P 211

483980

DUNN COUNTY  
REGISTER OF DEEDS  
JAMES H. HRDUTT  
RECORDED ON

08-09-2002 09:45 AM

REC FEE: 15.00  
TRANS FEE:  
FEE EXEMPT #:  
PAGES: 3

Recording Area *per 15.00*

Name and Return Address

GEORGE SCHIRMLE HORN  
2108 S. BROADWAY  
MENOMONEE WI 53071

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee, Wisconsin Statutes, 59.517. WRDA 2/96

## PARK LAKE VILLAGE

### RESTRICTIVE COVENANTS

1. Each lot shall be used solely for single-family residential purposes and shall not be divided.
  2. Each one-story home shall have a minimum of 1,200 square feet of above-ground finished living area; each multi-story home shall have a minimum of 2,000 square feet above-ground finished living area.
  3. One outbuilding is allowed per lot after construction of the home has been completed. Such building shall have a finished exterior that matches the exterior of the home. If the home has a detached garage, no other outbuilding is allowed, and the garage shall have a finished exterior that matches the exterior of the home.
  4. No mobile or manufactured (any unit delivered to property on it's own wheels) homes are permitted on any lot. No temporary housing or trailers are allowed on any lot, except during actual construction of the home.
  5. The exterior of the home shall be completed within nine (9) months of start of construction.
  6. Out Lot One is designated as common area. Each property owner of Park Lake Village shall own an equal undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other owners and, except as otherwise limited in the Declaration, shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the land.

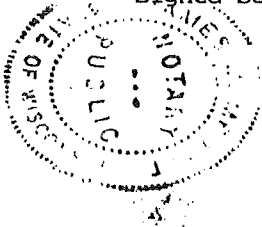
The percentage of such undivided interest in the common elements and facilities and limited common elements relating to each unit and its owner for all purposes, including proportionate payment of common expenses, but exclusive of voting and the right to common surplus, shall be determined by dividing the number one (1) by the number of units.
  7. Out Lot One is intended for recreational use of the "PARK LAKE VILLAGE ASSOCIATION" OWNERS.
  8. No permanent structures are permitted on Out Lot One.
  9. Parking or storing of any vehicles, water craft, motor homes or any other type of business or recreational craft is prohibited on Out Lot One.
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10. All improvements and maintenance of the Out Lot One is the responsibility of the "PARK LAKE VILLAGE ASSOCIATION".
11. "PARK LAKE VILLAGE ASSOCIATION" may amend all or any rules or restrictions regarding the use of Out Lot One by majority vote of all owners.
12. Invalidation of any one of these restrictions by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.
13. Failure to enforce any restrictive covenant contained herein shall in no event be deemed a waiver of the right to do so thereafter.
14. These restrictive covenants shall run with and bind the land described as:  
Lot 5, Certified Survey Map No. 2201, recorded in Vol. 9, page 151, in the Office of the Register of Deeds, Dunn County, Wisconsin, and located in the SE1/4 of the NW1/4 of Sec. 22, T29N, R12W, Town of Tainter, Dunn County, Wisconsin, and all lots platted in the "PARK LAKE VILLAGE" development shall be binding upon an owners, respective heirs, executors, administrators, successors and assigns.
15. Meeting with these restrictive covenants does not relieve an owner from compliance with all applicable restrictions and ordinances, if any, of the Town of Tainter and Dunn County

*George Schermerhorn - Owner*  
*08-09-2002*

State of Wisconsin  
County of Dunn

Signed before me on August 9, 2002 by George Schermerhorn.



*James M. Mrdutt*

James M. Mrdutt  
Notary Public  
My commission expires 1-6-2003

*Drafted by George Schermerhorn*