

DOCUMENT NO.

DECLARATION OF PROTECTIVE COVENANTS

537885

THIS SPACE RESERVED FOR RECORDING DATA
DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES M. MRDUTT

RECORDED ON
10/04/2006 03:25PM

REC FEE: 15.00
FEE EXEMPT #:

PAGES: 3

This declaration is made by Scenic Heights, Inc., a Wisconsin corporation, owner of the following described real estate located in the City of Menomonie:

Lots 1 through 21, Scenic Heights Addition, City of Menomonie, Dunn County, Wisconsin.

PROTECTIVE COVENANTS AND RESTRICTIONS.

1. The above-described land shall be used for single family residential purposes only except that park, garden, and recreational use is permitted in connection with residential use.

RETURN TO: SCHOFIELD & HIGLEY, S.C.
700 WOLSKE BAY ROAD
MENOMONIE, WI 54751

1220 B
Menom. Brickey

Parcel Identification Number (PIN)

2. No buildings 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, together with a private, connecting garage for the use of the occupants of said single family dwelling, and one out building. No metal yard sheds of any kind shall be permitted. The connecting garage shall be included in the initial construction phase of the single-family dwelling. This provision shall not prevent use of a room on the premises for an office or studio by the occupant of the dwelling.

3. Minimum Building Sizes. The finished living area of the main structure, exclusive of the open porches and garages, shall be not less than:

- 1,400 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

4. All dwellings shall have an attached two-car (or larger) garage.

5. No trailer, basement, mobile home, double-wide trailer, shack, tent, garage or any other type of outbuilding shall be at any time used or occupied for residential purposes and all structures shall be completely finished on the exterior within one year after commencement of the excavation or construction thereof. Consistent with this instrument, no garage or other structure shall be erected on any parcel or lot before the residence thereon is constructed. Consistent with this instrument, if any outbuilding is constructed, it shall have a maximum sidewall height of ten (10) feet, and shall be a maximum of 150 square feet.

6. Nothing shall be done or kept on any lot or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, any lot, or any part thereof or of the dwelling and/or improvements thereon shall be committed by any owner or agent or invitee of any owner.

7. No noxious or offensive trade or activity shall be carried on upon any lot or parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. No parcel or lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in covered, sanitary containers. Burning drums or incinerators for trash, garbage, or other waste shall not be used. Dumpsters shall not be considered covered sanitary containers and shall not be used except during construction.
9. No underground storage tanks shall be installed on any parcel or portion thereof.
10. No sign of any kind shall be displayed to the public view, except one professional sign of not more than one (1) square foot, one sign not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise during the construction and/or sales period.
11. The owners of the parcel or lot shall be responsible for property conservation and land maintenance practices which include, but not limited to, weed control, water run off, and erosion control. Under no circumstances shall fill or other material be removed from a lot except as may be reasonably necessary to construct a dwelling or other improvement to a lot.
12. Lot owners shall comply with all applicable Federal, State, County and City building, environmental and land use statues and ordinances.
13. No structures of a temporary nature shall be used on any lot at any time, except by builders during the period of construction of a dwelling.
14. No structure of any kind shall be moved onto the property from any other location without written permission of all lot owners.
15. No disabled vehicles or farm equipment shall be stored outside of buildings. The premises shall at all times be kept neat and orderly.
16. No more than one (1) outbuilding (storage shed or similar building) is permitted. Any outbuilding shall conform in appearance and color to the exterior of the dwelling house. No outbuildings may be used for dwelling purposes.
17. In order to protect the structural integrity and good repair of the streets, a temporary driveway shall be installed before excavation or unloading of construction materials. All driveways shall be constructed of asphalt or concrete and shall be completed within one (1) year after commencement of construction of a dwelling on a lot. Any culverts shall have apron walls at each end.
18. 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).
19. All buildings and grounds shall be kept neat and orderly.
21. 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.

REMEDY FOR VIOLATION(S) OF COVENANTS AND RESTRICTIONS AS STATED HEREIN.

If any party violates, or attempts to violate any of the covenants, conditions, or restrictions herein provided, it shall be lawful for any party or parties in interest in the above described lands to institute and prosecute proceedings at law or in equity against the parties violating, or attempting to violate, either to prevent said violation or to recover damages. The defendant found to be in violation shall pay reasonable and necessary legal fees and expenses incurred by the plaintiff in such an action.

Dated this 10/4/06 day of ~~September~~, 2006.

Scenic Heights, Inc.

By: Rodney A. Buss
Rodney A. Buss, Shareholder

By: Linda M. Buss
Linda M. Buss, Shareholder

CONSENT OF MORTGAGEE

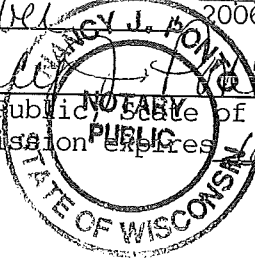
S & C Bank, a mortgage holder in the above-described real estate, hereby consents to the recording of the covenants.

S & C BANK

David Thoe
By: David Thoe

Suscribed and sworn to before me
the above named Rodney A. Buss and
Linda M. Buss, this 4th day of
October, 2006.

Madeline J. J. J.
Notary Public, State of Wisconsin
My commission expires 11/28/09



This document drafted by:

John K. Higley, Atty.
Menomonie, WI 54751