Lots 1-38 South View Meadows

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AT 12:03 O'CLOCK P M

JAMES M. MRDUTT, REGISTER OF DEEDS
DUNN COUNTY

James M. Mrdutt

REGISTER OF DEEDS

Recording Area pd 18.00

Name and Return Address

Benrud & Otto
392 Red Cedar St.
Menomonie WI 54751

Parcel Identification Number (PIN)

DECLARATION OF COVENANTS AND RESTRICTIONS

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 documents and $2.00 to the recording fee.* Wisconsin Statutes, 59.517. WRDA 2.96

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 20th day of September, 1999, by the undersigned owners ("OWNERS").

WITNESSETH:

WHEREAS, Owners are desirous of subjecting the real property described in paragraph 1 to the covenants, conditions, restrictions and reservations hereinafter set forth for the benefit of the said property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, Owners hereby declare that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the covenants, conditions, restrictions and reservations hereinafter set forth, which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind all successors in interest, and any owner thereof.

1. Property Subject To This Declaration. The following property shall be subject to this Declaration:

Lots 1 through 38, South View Meadows, Town of Menomonie, Dunn County, Wisconsin.

2. General Purpose. The purpose of this Declaration is to insure the best use and most appropriate development and improvement of lots; to protect owners of lots against such use of any of the lots as will detract from the residential value of their property; to preserve, so far as practicable, the natural beauty of said property; to protect the environmental quality of the property; to guard against the erection thereon of poorly designed, built or proportioned structures; to obtain harmonious use of material and color schemes; and in general to provide adequately for a high quality of improvement on said property and thereby to preserve and enhance the value of investments made by purchasers of lots.

3. Land Use. No lot shall be used except for single family residential purposes; and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 ½ stories in height and an attached garage for not more than three automobiles, except as otherwise permitted by these covenants.

4. Subdivision. No lot may be further divided or subdivided.

5. Outbuildings. No more than one outbuilding (detached garage, storage shed or similar building) is permitted. Any outbuilding shall conform in appearance and color to the exterior of the

dwelling house. All outbuildings shall be approved in advance by the Land Use and Building Design Committee. No outbuilding may be used for dwelling purposes.

6. Mobile Homes. No trailer, mobile home, or doublewide modular home shall be placed on any lot. Travel trailers and recreational vehicles shall not be parked on any lot for any period exceeding two weeks. No temporary structure shall be permitted on any lot.

7. Camping. No camping shall be permitted on any lot.

8. Completion of Construction Work. All building exteriors, including exterior color, shall be completed within one (1) year after the commencement of the excavation or the construction thereof, whichever is commenced earlier. All building exteriors, exclusive of brick or stone, shall be stained or painted in a natural color compatible with the landscape.

9. Driveways. 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.

10. Care of Lots. Each lot shall be maintained so as to prevent surface erosion. The natural surface drainage patterns of the area covered by the lots shall not be altered by grading, damming, filling, or installing conduits, except with review and approval of the Land Use and Building Design Committee. Waterways and water drainage areas shall not be altered or blocked.

11. Dwelling Quality and Size. No dwelling which fails to meet the following requirements shall be erected on any lot. The living area of the main structure shall be at least 1450 square feet for a one story home, 1800 square feet for a two story home, and 2400 of finished living space for bi-level and tri-level homes. Porches, sundecks, basements, attics, attached garages, breezeways, carports and crawl space shall be excluded from the calculation of ground floor living area. Any pole type buildings, sheds or other improvements must be of new exterior materials or other materials approved in advance by the Land Use and Building Design Committee. The Land Use and Building Design Committee as provided below shall have exclusive jurisdiction to determine the type of dwelling and if the floor area requirements shall be met by a particular proposed structure. The Committee may stop construction or installation of any improvements if the quality of materials and workmanship is not average or above in their opinion. In addition to all other powers, rights and authority granted to the Committee, the Committee also shall have the power to prescribe restrictions for the location of residences, garages and other buildings. Any such action by said Committee shall be final and conclusive.

12. Lot Lines. The front of any residence, garage or outbuilding shall not be closer than thirty (30) feet to the front lot line or as prescribed by governmental codes, whichever is greater. No residence, garage or outbuilding shall be nearer than twenty (20) feet from the side property line, nor nearer than twenty (20) feet from any street adjoining the side property line or as prescribed by government codes, whichever is greater.

13. Pets. No horses, cows, goats, sheep or any domestic or wild animals, poultry or farm animals of any kind shall be kept or maintained on any lot except the usual household pets, and in such cases, the pets shall be so kept and maintained as not to become an annoyance or nuisance to other residents in the development by reason of movement, noise or odor.

14. Noxious Activities. 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 to the neighborhood.

15. Fuel Tanks. No tank for storage of fuel shall be maintained above the surface of the ground unless it is permanently shielded from view by shrubs or a fence. Underground fuel tanks are prohibited.

16. Garbage. No garbage, ashes or refuse receptacle shall be placed or left on any lot so as to be exposed to view or to become a nuisance.

17. Trees. No shedding poplars, box elders, cottonwoods, or other objectionable trees shall be planted.

18. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be permitted to remain or be used on any lot at any time as a residence either temporarily or permanently.

19. Signs. No sign larger than 480 square inches in area shall be displayed or placed on any lot, except for the purpose of sale by Owners, their heirs, executors, administrators, successors, assigns or agents.

20. Architectural Control. No building or other permanent structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Land Use and Building Design Committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.

21. Land Use and Building Design Committee. The Land Use and Building Design Committee shall consist of three members who each own at least one lot in this subdivision. The initial members of the committee shall be designated by Owners. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

22. Approval Procedure. The Land Use and Building Design Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, provided the minimum size and condition requirements set forth above are met, and the related covenants shall be deemed to have been fully complied with.

23. Duration of Covenants and Restrictions. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner, their respective heirs, successors and assigns for a term of 25 years from the date this declaration is recorded. After the expiration of said 25 year term, the covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.

24. Enforcement. Enforcement of the covenants and restrictions of this declaration shall be by a proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages, or both.

25. Severability. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

26. Utility Easement. An easement is reserved over each lot for public utility installation and maintenance.

27. Utilities. All utility services, including without limitation, electrical, telecommunications, and cable television services, shall be located below grade.

IN WITNESS WHEREOF the undersigned owners have set their hands and seals the day and year first above written.

Brian L. Benrud

Brian L. Benrud

Richard L. Otto

Richard L. Otto

Signatures authenticated this 20th day of September, 1999.

William H. Thedinga

William H. Thedinga

Drafted by William H. Thedinga