

DECLARATION OF COVENANTS AND RESTRICTIONS

396365

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THIS DECLARATION is made this 26th day of May, 1992, by the undersigned owners ("OWNERS").

W I T N E S S E T H :

WHEREAS, The Owners of the real property described in paragraph 1 of this Declaration, are desirous of subjecting the real property described in said 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 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 and 78, Second Addition to Shorewood Heights; and Lots 79, 80, 81, 82, 83, 84, 85 and Outlots 3, 4, 5, 6, 7, 8, 9 and 10, Third Addition to Shorewood Heights. All in City of Menomonie, County of Dunn, State of Wisconsin. (Lot 86 of Third Addition to Shorewood Heights is not subject to this declaration.)

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 surrounding building sites as will detract from the residential value of their property; to preserve, so far as practicable, the natural beauty of said 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 single family dwelling and a private garage for not more than three cars.

4. Mobile Homes. No trailer, mobile home or double-wide modular home shall be placed on the above-described property, neither as real estate nor as personal property. Travel trailers and recreational vehicles shall not be stored on any lot on a permanent basis.

5. Camping. No camping shall be permitted on any property at any time within the plat.

6. Completion of Construction Work. All building exteriors, including exterior color, shall be completed within nine (9) months from the date construction begins. All building exteriors, exclusive of brick or stone, shall be stained or painted in a natural color compatible with the landscape.

7. Pets. No animals 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.

8. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, 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.

REC'D June 2, 1992 at 1:20 P.M.

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James M. Mandy  
JAMES M. MANDY REG. OF DEEDS, DUNN, CO. WI

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9. Signs. No professional sign 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 builder to advertise the property during the construction and sales period.

10. Conservancy Area. Any portion of any of the lots or outlots lying below the 860 contour line shall be designated as conservancy area. No building or other structure of any kind (including, without limitation, any fence) shall be erected, placed, or permitted to remain on any portion of any lot or outlot lying below the 860 contour line. All owners shall use their best efforts to protect the trees and other natural vegetation in the conservancy area.

11. Outlots. The lots designated on the plat as outlots are hereby restricted to conveyance or transfer to owners of adjoining lots (including lots which are located across a street from an outlot) or adjoining property. Outlots may not be used for buildings for human habitation. Buildings which are accessory to a single family dwelling located on an adjacent lot and which are compatible to such single family dwelling in design, construction and color shall be permitted on an outlot subject to approval of the Land Use and Building Design Committee.

12. 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 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.

13. Land Use and Building Design Committee. The Land Use and Building Design Committee is composed of Roger D. Natwick, 2107 7th Avenue North, Menomonie, Wisconsin, 54751, James A. Walker, 703 N. Court, Menomonie, Wisconsin 54751 and Timothy K. Peterson, 2706 Cherry Blossom Lane, Menomonie, Wisconsin 54751. 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.

14. 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 and the related covenants shall be deemed to have been fully complied with.

15. 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.

16. 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.

17. 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.

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

Roger D. Natwick  
Roger D. Natwick

Joanne M. Natwick  
Joanne M. Natwick

James A. Walker  
James A. Walker

Patricia J. Walker  
Patricia J. Walker

Timothy K. Peterson  
Timothy K. Peterson

Sharon A. Peterson  
Sharon A. Peterson

Signatures of Roger D. Natwick, Joanne M. Natwick, James A. Walker, Patricia J. Walker, Timothy K. Peterson, and Sharon A. Peterson authenticated this 26th day of May, 1992.

William H. Thedinga  
WILLIAM H. THEDINGA

Member State Bar of Wisconsin

Drafted By:

William H. Thedinga  
Thedinga Law Firm  
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