

DOCUMENT NO.
437731

PROTECTIVE
COVENANTS

VOL 730 records page 219

REC'D February 16, 1998 at 10:25 A.M.

RECORDED: VOL 730 RECORDS PAGE(S) 219-220

James M. Mrdutt
JAMES M. MRDUTT REG. OF DEEDS, DUNN, CO. WI

This declaration made by Lauren L. Morin and Violet M. Morin as Co-Trustees of The Morin Family Trust, established March 19, 1993, and Gerald Gustav Mueller Declaration of Trust dated July, 1991 by Gerald Gustav Mueller, Trustee, hereinafter jointly referred to as the "declarant";

Whereas, the declarant is the owner of real property situated in Dunn County, Wisconsin, more particularly described as follows:

Lots 64, 65, 66, 67, 68, 69 and 70 Second Addition to Eagle Point, Town of Red Cedar, Dunn County, Wisconsin.

pd 12.00

RETURN TO: ~~SEHOFIELD & MOLEY, S.C.~~ *RASSBACH*
~~100 WISCONSIN BAY ROAD~~ *REDLT.*
MENOMONIE, WI 54751

Whereas, the declarant is desirous of subjecting said real property to certain conditions, restrictions, covenants and charges for the benefit of said real property and its present and subsequent owners as hereinafter set forth.

Parcel Identification Number (PIN)

024-1166-02, 024-1166-03
024-1166-04, 024-1166-05
024-1166-06, 024-1166-07
024-1166-08

Now, Therefore, Lauren L. Morin and Violet M. Morin as Co-Trustees of The Morin Family Trust, established March 19, 1993, and Gerald Gustav Mueller Declaration of Trust dated July, 1991 by Gerald Gustav Mueller, Trustee, hereby impose upon the real property above described the following conditions, restrictions, covenants and charges which shall run with the land and be binding upon and inure to the benefit of the owners of said land, their heirs, executors, administrators, successors, and assigns.

1. Land Use. No lot shall be used except for residential purposes; 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.

2. Type of Building. Any building erected on any lot must have a full foundation, except for porches, sundecks, patios, and similar appurtenances. No single story dwelling shall be erected or maintained having a ground floor living area of less than 1200 square feet, and no dwelling of more than one story shall be erected or maintained having a ground floor living area of less than 1000 square feet. Porches, sundecks, basements, attics, attached garages, breezeways, carports, and crawl spaces shall be excluded from the calculation of ground floor living area.

3. Mobile Homes. No trailer, mobile home, single-wide modular home or double-wide modular home without a full basement shall be placed on the above-described property, either as real estate or as personal property. A double-wide modular home with a full basement is permitted. Travel trailers and recreational vehicles shall not be stored on any lot on a permanent basis.

4. Camping. No camping shall be permitted on any property within the plat.

5. Completion of Construction Work. All building exteriors, including exterior color, shall be completed within nine (9) months from the date that construction begins.

6. Pets. No animals shall be kept or maintained on any lots 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.

7. Duration of Protective 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 2/3 of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.

8. Enforcement. Enforcement of the covenants and restrictions of the declaration shall be by any 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.

9. 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 parties have hereunto set their hands and seals on the dates noted in the acknowledgements below.

Gerald Gustav Mueller, Trustee
Gerald Gustav Mueller, Trustee,
Gerald Gustav Mueller Declaration of Trust dated July, 1991

Lauren L. Morin, Co-Trustee
Lauren L. Morin, Co-Trustee of The Morin Family Trust, established March 19, 1993,

Violet M. Morin, Co-Trustee
Violet M. Morin, Co-Trustee of The Morin Family Trust, established March 19, 1993,

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss
COUNTY OF COLLIER)

Personally came before me this 5th day of February 1998, the above named Gerald Gustav Mueller, Trustee of Gerald Gustav Mueller Declaration of Trust dated July, 1991 to me known to be the person who executed the foregoing instrument and acknowledged the same.

Margaret Ehrie
MARGARET EHRIE
Notary Public, Collier County, State of Florida
My commission _____

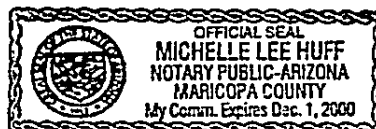


ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

Personally came before me this 10 day of Feb, 1998, the above named Lauren L. Morin and Violet M. Morin as Co-Trustees of The Morin Family Trust, established March 19, 1993, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Michelle Lee Huff
Notary Public, Maricopa County, State of Arizona
My commission Dec 01, 2000



This instrument drafted by:

Kenneth E. Schofield
Schofield & Higley, S.C.
700 Wolske Bay Road #100
Menomonee, WI 54751
(715) 235-3939