

PROTECTIVE COVENANTS

STATE OF WISCONSIN)
COUNTY OF DUNN) SS:

INDEXED

This declaration made this 31st day of March, 1981, by Roger D. Natwick and Joanne M. Natwick, hereinafter jointly referred to as the "Declarant" and Francis L. Bosley and Estelle Bosley, his wife, hereinafter jointly referred to as the "Mortgagee".

WHEREAS, the Declarant is the owner of real property situated in Dunn County, Wisconsin, described as Natwick Heights, City of Menomonie, Dunn County, Wisconsin, a plat of a portion of the City of Menomonie, Dunn County, Wisconsin, which plat is filed in the Office of the Register of Deeds for Dunn County, Wisconsin, in Volume 7 of Plats on Page 12; and

WHEREAS, the Mortgagee is the holder of a real estate mortgage which includes the lands covered by the said plat; and

WHEREAS, the Declarant and Mortgagee are 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.

NOW, THEREFORE, Roger D. Natwick, Joanne M. Natwick, Francis L. Bosley and Estelle Bosley 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. Area of Application. Unless otherwise specified herein, the covenants shall apply to Lots 1 through and including 27, excluding only Lot 17 of Natwick Heights, City of Menomonie, Dunn County, Wisconsin.

2. 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.

3. Type of Building. Any building erected on any lot must have a full foundation, except for porches, sun decks, 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, sun decks, basements, attics, attached garages, breezeways, carports, and crawl spaces shall be excluded from the calculation of ground floor living area.

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.

5. Camping. No camping shall be permitted on any property 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 buildings must be roofed with dark colored roofing material or cedar shingles or shakes, and 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. 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 two-thirds (2/3) of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.

9. Enforcement. Enforcement of the covenants and restrictions of this 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.

10. 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 this 3rd day of April, 1981.

Roger D. Natwick (SEAL)
Roger D. Natwick
Joanne M. Natwick (SEAL)
Joanne M. Natwick
Francis L. Bosley (SEAL)
Francis L. Bosley
Estelle Bosley (SEAL)
Estelle Bosley

STATE OF WISCONSIN)
COUNTY OF DUNN) SS:

Personally came before me this 3rd day of April, 1981, the above-named Roger D. Natwick, Joanne M. Natwick, Francis L. Bosley and Estelle Bosley, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Nichols Rasbach
Nichols Rasbach, Notary Public
Dunn County, Wisconsin
My Commission Expires: 7-10-83

This instrument drafted by:

JAMES G. SOLBERG
Solberg, Stearns & Schofield
Menomonie, Wisconsin 54751