

347383

Lots 4-9, 11 & 12 Blk. 19  
Lots 1-4 & 6 Blk. 20  
Lots 2-4 Blk. 22 9th Add. Grove Hill Add. Meno.

VOL. 319 RECORDS PAGE 884

REC'D April 11, 1983 at 12:15 P.M.

RESTRICTIVE COVENANTS RECORDED: VOL. 319 RECORDS PAGE(S) 884-886

*Herb D. Schutz*  
HERB D. SCHUTZ, REG. OF DEEDS, DUNN, CO., WIS. 8,000  
1,100  
4,100

This declaration is made by Jack E. Joyce, and Vera K. Joyce, hereafter called the Declarants, owners of the following described real estate in the City of Menomonie, Dunn County, Wisconsin:

Lots 4, 5, 6, 7, 8, 9, 11, 12, Block 19; and  
Lots 1, 2, 3, 4, 6, Block 20; and Lots 2, 3, 4, Block 22, Ninth Addition to Grove Hill Addition to the City of Menomonie, Dunn County, Wisconsin.

The Declarants, for the benefit of the above described land and its present and future owners, hereby impose upon the land 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 thereof, their heirs, successors, administrators, or grantees, and assigns until April 1st of the year 2003 after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the parcels has been recorded, agreeing to change these covenants in whole or in part.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building 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 and with a private two-car or three-car garage. All structures shall be completely finished on the exterior within one (1) year after commencement of the excavation or construction thereof.

2. DWELLING COST, QUALITY, AND SIZE. It is the intention and purpose of these covenants to assure that the size, style, and quality of all dwellings shall be compatible with the neighborhood. Style and appearance shall take precedence over cost. The ground floor area of dwellings, exclusive of porches and

garages, shall be not less than 1,000 square feet for a one-story home, 900 square feet for a one-and-one-half story, 850 square feet for a two-story, 900 square feet for split-foyer or bi-level, and 1,000 square feet for tri-level or split level.

3. THE BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front line or nearer to the side line than the minimum building setback lines shown on the recorded plat; and all buildings located on said lots shall comply with the set back requirements for the Menomonie Zoning Ordinance, as to front yard, side yard, and rear yard requirements.

(b) For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. NUISANCES. 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 nor nuisance to the neighborhood. Running of recreation vehicles ( mini-bikes, snow-mobiles, etc.) on any lot for extended periods or as a matter of practice shall constitute a nuisance.

5. THE FOLLOWING PROHIBITIONS SHALL BE OBSERVED:

(a) No tank for the storage of fuel shall be maintained above the surface of the ground.

(b) No garbage, junk, ashes, brush, refuse or refuse receptacles shall be left on any lot so as to be exposed to view or to become a nuisance.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more

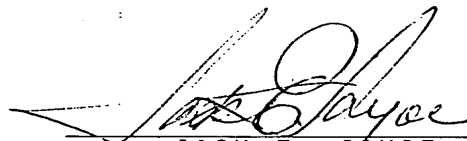
than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a broker to advertise the property during the construction and sales period.

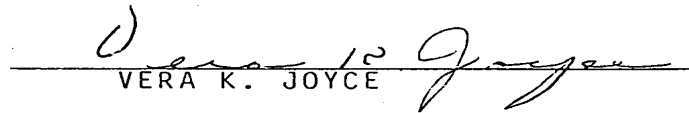
8. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant within to restrain violation or to recover damages.

10. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

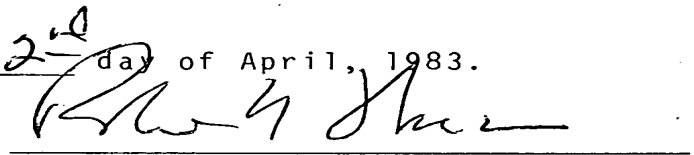
Dated: April 2<sup>nd</sup>, 1983.

  
 JACK E. JOYCE

  
 VERA K. JOYCE

AUTHENTICATION

Signatures authenticated this 2<sup>nd</sup> day of April, 1983.

  
 ROBERT G. WALTER  
 Member State Bar of Wisconsin