

343073

Lots 1-58 Shorewood Heights Add.

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HERB R. SCHUTZ, REG. OF DEEDS, DUNN CO., WIS.

PROTECTIVE COVENANTS

- chgr. not
Tim Peterson
90 Lib. as Corp*
1. Area of Application. Unless otherwise specified herein, the covenants shall apply to Lots 1-58, Shorewood Heights Addition to the 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. 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.
 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 construction begins. All building exteriors, exclusive of brick or stone, shall be stained or painted in a natural color compatible with the landscape.
 6. 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.
 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 two-thirds (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 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.
 9. Severability. Invalidity of any one of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

10. No vegetation, structure, fixture, or other object shall be so situated that it casts a shadow at a distance greater than 20 feet (6.1 meters) across the North property line on December 21 between the hours of 9:00 A.M. and 3:00 P.M. Standard Time, provided that this restriction does not apply to utility wires and similar objects which obstruct little light and which are needed and situated for reasonable use of the property in a manner consistent with other covenants in this deed. By adopting this covenant, the landowners within this development recognize the desirability of creating and maintaining a common plan to ensure access to direct sunlight on all parcels within the development for public health, aesthetic, and other purposes, specifically including access to sunlight for solar energy collectors.

11. Architectural control. No building 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 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 nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 13.

12. 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, 432 24th Street North, 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.

13. Procedure. The 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.

14. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

15. 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.

Dated this ~~xxxx~~ 4 day of ~~xxxx~~ May, 1982.

Joanne M. Natwick (SEAL)
Joanne M. Natwick

Roger D. Natwick (SEAL)
Roger D. Natwick

Patricia J. Walker (SEAL)
Patricia J. Walker

James A. Walker (SEAL)
James A. Walker

Sharon A. Peterson (SEAL)
Sharon A. Peterson

Timothy K. Peterson (SEAL)
Timothy K. Peterson

STATE OF WISCONSIN)
) ss.
County of Dunn)

Personally came before me this ~~xxxx~~ 4th day of ~~xxxx~~ May, 1982, the above-named Roger D. Natwick, James A. Walker and Timothy K. Peterson to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Nicholas R. D. Dyer
Nicholas R. D. Dyer
Notary Public, Dunn County, Wisconsin
My Commission (IS) (Expires) 7-10-83

STATE OF WISCONSIN)
) ss.
County of Dunn)

Personally came before me this ~~xxxx~~ 4th day of ~~xxxx~~ May, 1982, the above-named Joanne M. Natwick, Patricia J. Walker, and Sharon A. Peterson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Nicholas R. D. Dyer
Nicholas R. D. Dyer
Notary Public, Dunn County, Wisconsin
My Commission Expires 7-10-83

This instrument was drafted by

Phillip M. Steans
Solberg, Steans & Schofield
Menomonie, WI 54751

