

330820

Lots 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 17, 18 & 19 Bakke
Add. Memo.

REC'D September 21, 1979 at 10:15 A.M.

RECORDED: VOL. 290 RECORDS PAGE(S) 275-276

VOL. 290 RECORDS PAGE 275

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

STATE OF WISCONSIN)

County of Dunn)

ss.

PROTECTIVE COVENANTS

This declaration made this 20th day of September, 1979, by Gary L. Bakke, Judith L. Bakke, Gerhart H. Bakke, Geraldine P. Bakke, Douglas A. Larson and Ann Y. Larson, 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 Four (4), Five (5), Six (6), Seven (7), Eight (8), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19), Bakke Addition, to the City of Menomonie, Wisconsin.

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.

Now, Therefore, Gary L. Bakke, Judith L. Bakke, Gerhart H. Bakke, Geraldine P. Bakke, Douglas A. Larson and Ann Y. Larson 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, sun decks, patios, and similar appurtenances. No single story dwelling shall be erected or maintained having a ground floor living area of less than 1400 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.

3. Mobile Homes. No trailer, mobile home or doublewide 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 that construction begins. All buildings must be roofed with dark-colored roofing material or cedar shingles or shakes. All building exteriors shall be brick, stone, or material that is stained, painted white, or painted a color and shade which is compatible with the landscape and other developments in the subdivision.

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 two-thirds 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. 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 20th day of September, 1979.

Authentication:

Signatures of Gary L. Bakke and
Judith L. Bakke authenticated this
17 day of September, 1979.

Stevens L. Riley
Stevens L. Riley
Title: MEMBER STATE BAR OF WISCONSIN

Gary L. Bakke (SEAL)
Gary L. Bakke

Judith L. Bakke (SEAL)
Judith L. Bakke

Gerhart H. Bakke (SEAL)
Gerhart H. Bakke

Geraldine P. Bakke (SEAL)
Geraldine P. Bakke

STATE OF WISCONSIN)
) ss.
County of Dane)

Personally came before me this 10 day of September, 1979, the above-named Gerhart H. Bakke and Geraldine P. Bakke, to me known to be the persons who executed the foregoing instrument and acknowledged the same!

Pamela J. Tucker
Pamela J. Tucker
Notary Public, Dane County, Wisconsin
My Commission expires 4-13-80

Authentication:

Signatures of Douglas A. Larson
and Ann Y. Larson authenticated this
20th day of September, 1979.

Phillip M. Steans
Phillip M. Steans
Title: MEMBER STATE BAR OF WISCONSIN

Douglas A. Larson (SEAL)
Douglas A. Larson

Ann Y. Larson (SEAL)
Ann Y. Larson

This instrument drafted by:
Phillip M. Steans
Solberg, Steans & Joyce
Menomonie, WI 54751