DUNN COUNTY

Lots 1-53 The Meadows REC'D July 7. 1976 10:00 A.M.

RECORDED: VOL 258 RECORDS PAGE(S) 757-761

HERB D. SCHUTZ, REG. OF DEEDS,

PROTECTIVE COVENANTS

STATE OF WISCONSIN)

Market Dear Brief , Torman

This declaration made this 28th day of June , 1976, by

Gary L. Bakke, Judith L. Bakke, James A. Drill, Jane Ann Drill,

Frank C. Schumacher, Rita M. Schumacher and the Bank of New

Richmond, hereinafter jointly referred to as the "Declarant";

Whereas, the declarant is the owner of real property situated in Dunn County, Wisconsin, described as The Meadows, a plat of a portion of the Town of Tainter, Dunn County, Wisconsin, which plat is filed in the office of the Register of Deeds, for Dunn County, Wisconsin, in Volume 5 of Plats, on Page 35, as Document No. 307806, and;

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, James A. Drill, Jane Ann Drill, Frank C. Schumacher, Rita M. Schumacher and the Bank of New Richmond 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:

**秦山林**,

### A. AREA OF APPLICATION

Unless otherwise specified herein, the covenants shall apply to all lots of The Meadows except lots 10, 24-30, 34-40, and 53.

### B. LAND USE

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 single-family dwelling and a private garage for not more than three cars.

### C. TYPE OF BUILDING

Any building erected on any lot must have a full foundation, except for porches, sundecks, patios and similar appurtenances. No dwelling shall be erected or maintained having a living area of less than 900 feet. Porches, sundecks, basements, attics, attached garages, breezeways, carports and crawl spaces shall be excluded from the calculation of ground floor living area.

### D. MOBILE HOMES

No mobile homes, except camper vehicles as hereinafter permitted, shall be permitted on any lot. A mobile home
is defined as that which is, or was as originally constructed,
designed to be transported by any motor vehicle upon a public
highway; and designed, equipped and used primarily for sleeping, eating and living quarters or is intended to be so used,
and includes any additions, attachments, annexes, foundations
and appurtenances.

### E. CAMPING

Camping shall be permitted on any property for five years after the initial purchase from declarants. Camping equipment shall be removed from property when not in use. Camping in tents which are not mounted on mobile units shall be permitted at any time. No camping shelters, including mobile units or vehicles, shall be parked on any premises outside of an enclosed garage at any time for more than 24 hours when not occupied.

# F. COMPLETION OF CONSTRUCTION WORK

All building exteriors, including exterior color, shall be completed within 180 days 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 brown or green tone or white.

### G. 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.

# H. DURATION OF THE 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

NAME OF

noise at

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.

### I 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.

### J. 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 seal this 28th day of June , 1976.

Mames A Drill

Gary L. Bak

Jane Ann Drill

Frank C. Schumacher

Audith L. Bakke

Rita M. Schumacher
Rita M. Schumacher

BANK OF NEW RICHMOND

BY\

. J. Peterson, President

ВУ

ames A. Gretz, Vice President

Signatures of Gary L. Bakke, Judith L. Bakke, James A. Drill, Jane Ann Drill, Frank C. Schumacher, Rita M. Schumacher, A. J. Peterson and James A. Gretz authenticated this 28th day of June, 1976.

Linda Sharretts

Party authorized under Sec. 706.06 viz. notary public.

LINDA SHARRETTS
Notary Public. State of Wisconsin
My Commission Expires 6-5-77

This instrument drafted by: DOAR, DRILL, NORMAN & BAKKE

ADDENDUM TO PROTECTIVE COVENANTS

ALT BOW, MILLS LLOW

ALT BOW MILLS STATE OF WISCONSIN

DUNN COUNTY

REC'D March 31, 1981 at 10:20 A.M.
SS RECORDED: VOL 303 RECORDS PAGE(S) 645-651
HERB D. SCHUTZ, REG. OF DEEDS, DENN, CO., WIS.

This addendum executed this 30 fl day of March , 1981.

to that certain Protective Covenants dated June 28, 1976

by Gary L. Bakke, Judith L. Bakke, James A. Drill, Jane Ann Drill,

Frank C. Schumacher, Rita M. Schumacher and the Bank of New Richmond,

a copy of which is attached and made a part of this addendum, which

protective covenants cover real property situated in Dunn County,

Wisconsin, described as The Meadows, a plat of a portion of the

Town of Tainter, Dunn County, Wisconsin, which plat is filed in

the office of the Register of Deeds, for Dunn County, Wisconsin,

in Volume 5 of Plats, on Page 35, as Document No. 307806.

1. Paragraph A. <u>AREA OF APPLICATION</u> is amended to read as follows:

### A. AREA OF APPLICATION

Unless otherwise specified herein, the covenants shall apply to all lots of The Meadows except lots 10, 24-30 and 53.

In witness whereof, the parties have hereunto set their

James A. Drill

Gary J. Bakke

James Ann Drill

Judith L. Bakke

Trank C. Schumacher

Ann. Schumacher

Rita M. Schumacher

George E. Norman,

growth of the segment growth of the large of

as Trustee

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BANK OF NEW RICHMOND

BY:

Richard Solvers Cosidor

James A. Gretz, Vice Preside

Cherrill Hirst
Party authorized under Sec.
706.06 viz. notary public

This instrument drafted by:
DOAR, DRILL, NORMAN, BAKKE,
BELL & SKOW

CHERRILL HIRST
Notary Public - State of Wisconsin
My Commission Expires 4-17-83

Kecondo, Para 157-76 151 Derb D. Sehill. 7-7-76 10:00 A. M.

### PROTECTIVE COVENANTS

STATE OF WISCONSIN)
DUNN COUNTY

, ss.

VOL. 303 RECORDS PAGE 647

This declaration made this 28th day of June., 1976, by Gary L. Bakke, Judith L. Bakke, James A. Drill, Jane Ann Drill, Frank C. Schumacher, Rita M. Schumacher and the Bank of New Richmond, hereinafter jointly referred to as the "Declarant";

Whereas, the declarant is the owner of real property situated in Dunn County, Wisconsin, described as The Meadows, a plat of a portion of the Town of Tainter, Dunn County, Wisconsin, which plat is filed in the office of the Register of Deeds, for Dunn County, Wisconsin, in Volume 5 of Plats, on Page 35, as Document No. 307806, and;

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, James A. Drill, Jane Ann Drill, Frank C. Schumacher, Rita M. Schumacher and the Bank of New Richmond 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:

### A. AREA OF APPLICATION

Unless otherwise specified herein, the covenants shall apply to all lots of The Meadows except lots 10, 24-30, 34-40, and 53.

### B. LAND USE .

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 single-family dwelling and a private garage for not more than three cars.

### C. TYPE OF BUILDING

Any building erected on any lot must have a full foundation, except for porches, sundecks, patios and similar appurtenances. No dwelling shall be erected or maintained having a living area of less than 900 feet. Porches, sundecks, basements, attics, attached garages, breezeways, carports and crawl spaces shall be excluded from the calculation of ground floor living area.

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### G. 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.

# H. DURATION OF THE 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.

### I 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.

### J. 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 seal this 28th day of June, 1976.

/s/ James A. Drill	/s/ Gary L. Bakke
Jane Ann Drill	/// Judith L. Bakke
Frank C. Schumacher	/S/ Rita M. Schumacher

BANK OF NEW RICHMOND

BY /s/ A. J. Peterson, President

James A. Gretz, Vice President

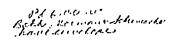
Signatures of Gary L. Bakke, Judith L. Bakke, James A. Drill, Jane Ann Drill, Frank C. Schumacher, Rita M. Schumacher, A. J. Peterson and James A. Gretz authenticated this 28th day of June, 1976.

Linda Sharretts
Party authorized under Sec.
706.06 viz. notary public.

This instrument drafted by: DOAR, DRILL, NORMAN & BAKKE

Val. 258, 49.761

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VOL <u>365</u> records page <u>499</u>

# SECOND ADDENDUM TO PROTECTIVE COVENANTS

REC'D_Septem	ber 2. 1987 at 10:45 A.M.	
RECORDED: VOL.	365 RECORDS PAGE(S) 499-500	`
Dram an	M. Midself	30
MANES M MOST	LI MONIE	8,

STATE OF WISCONSIN DUNN COUNTY

This Second Addendum to Protective Covenants executed this 31 day of August, 1987 to those Protective Covenants dated June 28, 1976 and the Addendum to Protective Covenants dated March 30, 1981 and executed by Gary L. Bakke, Judith L. Bakke, James A. Drill, Jane Ana Drill, Frank C. Schumacher, Rita M. Schumacher and the Bank of New Richmond, which Protective Covenants were dated June 28, 1976 and recorded July 7, 1976 as Document No. 313783 in Vol. 258 of Records, Pages 757 - 761 and the Addendum to Protective Covenants dated March 30, 1981 and recorded March 31, 1981 as Document No. 338062 in Vol. 303 of Records pages 645-651, which protective covenants cover real property situated in Dunn County, Wisconsin, described as The Meadows, a plat of a portion of the Town of Tainter, Dunn County, Wisconsin, which plat is filed in the office of the Register of Deeds, for Dunn County, Wisconsin, in Volume 5 of Plats, on Page 35, as Document No. 307806.

I. Paragraph A. AREA OF APPLICATION is amended to read as follows:

### A. AREA OF APPLICATION

Unless otherwise specified herein, the covenants shall apply to all lots of the Meadows.

VOL<u>365</u> records page 50

In witness whereof, the parties have hereunto set their hands and scal

BI day of August 1987 George E. Norman, as

BANK OF NEW RICHMOND

Signatures of Gary L. Bakke, James A. Drill, Jane Ann Drill, George E.

Norman, Richard Schurtz and James A. Gretz authenticated this 31 day

August, 1987.

Debra A. Bakke Notary Public

This instrument was drafted by:

Gary L. Bakke Bakke, Norman & Schumacher, S.C. New Richmond, W1 54017 STATE OF WISCONDEN
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DESEA A. DEGGE
IN GRAMMATEN BERRES 3-26-59

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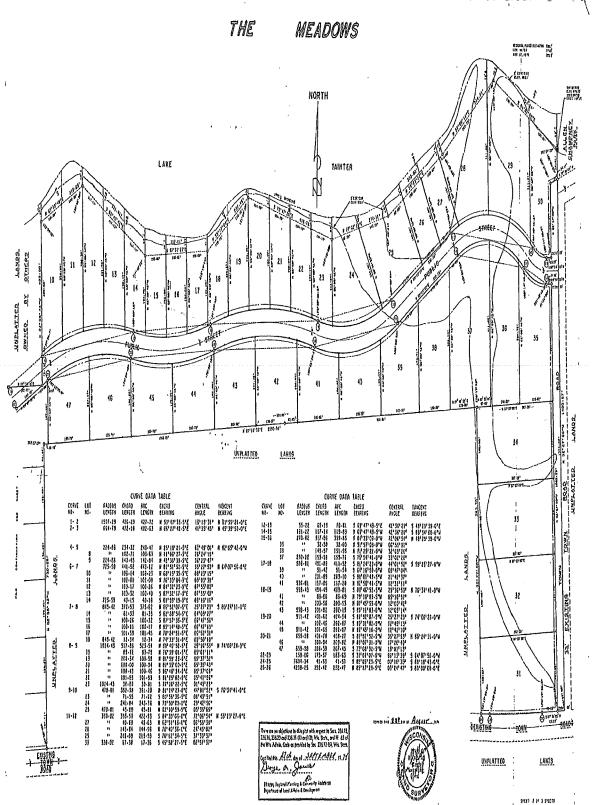
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