

319455

Lots 1-20 Rolling Meadows In-Men.

VOL. 269 RECORDS PAGE 269

REC'D August 12, 1977 at 4:40 P.M.

RECORDED: VOL. 269 RECORDS PAGE(S) 269-271

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

Lot 1-20
Rolling Meadows
Town of MenomoniePROTECTIVE COVENANTSSTATE OF WISCONSIN)
COUNTY OF DUNN) SS.

This declaration made this 10th day of May, 1977,
by Calvin E. May and Arla J. May, his wife, hereinafter
jointly referred to as the "Declarant".

Whereas, the declarant is the owner of real property
situated in Dunn County, Wisconsin, described as Rolling Meadows
to the Town of Menomonie, 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.

Now, therefore, the declarant 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

These covenants shall apply to all lots and areas of the
Rolling Meadows Addition to the Town of Menomonie.

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. No obnoxious or offensive trade
or activity shall be carried on upon any lot or parcel of land or
any portion thereof or nuisance to the neighborhood. No junkyard,
tractors, machinery or old cars shall be carried on or exist upon
any parcel of land or any portion thereof.

C. 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 800 feet. Porches, sun decks, 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, 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 two years after the initial purchase from declarants. Camping equipment shall be removed from the property when not in use. Camping in tents which are not mounted on mobile units shall not 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 72 hours when not occupied unless with an enclosure making them invisible from the ground level.

F. COMPLETION OF CONTRUCTION WORK

All building exteriors, including exterior color, shall be completed within 1 year from the date construction begins.

G. PETS

No animals shall be kept or maintained on any lot except dogs and cats 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.

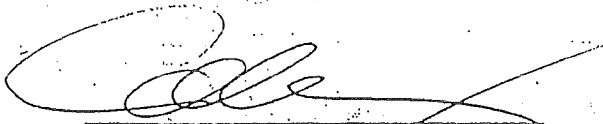
I. ENFORCEMENT

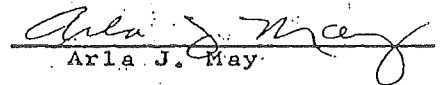
Enforcement of the covenants and restrictions of this declaration shall be by any proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages, or both.

J. SEVERABILITY

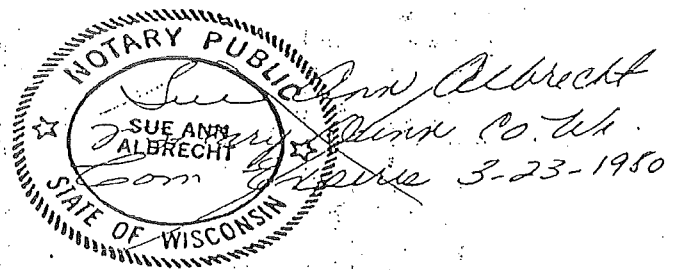
Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

In witness whereof, the parties have hereunto set their hands and seals this 10th day of May, 1977.


Calvin E. May


Arla J. May

This instrument drafted by:
Calvin E. May



State of Wisconsin)
Dunn County) ss

Personally appeared before me this 10th day of May A.D. 1977 the above named Calvin E. May and Arla J. May, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.




Herb D. Schutz
Notary Public, Dunn County, Wis.
My commission expires 11-7-77