

Allendale

COVENANTS, RESTRICTIONS AND EASEMENTS

- (1) The Real Estate shall be known and designated as residential with no businesses allowed of any type.
- (2) All family dwellings must be at least or exceed 1,500 square feet of living space and two story, single family dwellings must be at least or exceed 800 square feet of living space on the first floor.
- (3) Storage buildings, if any, shall be constructed of wood or other acceptable building materials, on the rear of the real estate, color coordinated to match dwellings.
- (4) No structure, including out buildings, shall be erected, placed or altered on any building area in or on the real estate except those that conform with the high standards of construction and which are in continuity of construction with such structures in what is commonly known as Allendale Subdivision.
- (5) All garages erected on the real estate must be two car garages and attached to dwellings.
- (6) Satellite dishes, with a maximum diameter of thirty (30) inches, or other electronic aerials, may be maintained on the rear of the real estate.
- (7) There shall be no fences.
- (8) Recreation structures, including but not limited to swing sets, play-ground equipment and basketball goals, shall be constructed in conformity and harmony of external design and shall be in keeping with the high standards of Allendale Subdivision. Swimming pools must be enclosed by a privacy fence, and any out buildings for pools must match the exterior of the dwellings.
- (9) No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of the real estate covered by these covenants.
- (10) No trailers, mobile homes, shack or temporary residences of any kind shall be erected, altered, placed or permitted on the real estate either temporarily or permanently. No basement, tent, garage, barn or other out building erected or placed upon the real estate shall be used at any time as a residence, or a business either temporarily or permanently. No structure

integrity

of any type shall ever be moved onto the real estate. All structures erected on the real estate shall be newly erected thereon. No clothes lines or similar structures shall be erected or be used on the real estate. No trash barrels or trash burning shall be permitted.

000339/
/4

- (11) All driveways shall be constructed of concrete or asphalt and shall be constructed from the roadway surface to the garage. Parking of vehicles on the roadway or roadway shoulders is prohibited.
- (12) No animals or poultry of any kind, other than those classified as a domestic house pet, shall be maintained, reared or harbored on the real estate.
- (13) No use shall ever be made of the real estate, nor shall anything be done thereon, which may become an annoyance or nuisance to the Allendale Subdivision neighborhood.
- (14) All mailboxes shall be constructed in harmony with those in Allendale Subdivision and if requested by any neighborhood or subdivision association, said mailboxes shall be placed together with other mailboxes of the inhabitants of Allendale Subdivision.
- (15) No boat, trailer, mobile home, camper of any kind, commercial vehicle, or inoperative vehicle or the like, shall be kept or parked except within a garage.
- (16) The exterior of any structure once started, is to be completed within a period not to exceed twelve (12) months from the date of commencement of construction. This provision shall also include exterior site work and planting and seeding of a lawn. During this period of construction, contractors and subcontractors shall keep the building site and any adjoining road or roadways free of litter and debris.
- (17) Easements are shown of record. Within easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, the utilization or maintenance of the easement or that may damage, interfere with, or change the direction of flow of drainage facilities and easements. The easement area shall be continuously maintained by the owner of the real estate, except for improvements which are the responsibility of a public authority or utility company.
- (18) If any owner of the real estate, or their heirs, successors, assigns or representatives shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property in Allendale Subdivision, their representatives or assigns, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to

Exhibit "A" - Page 2

integrity

000339/5

prevent him or them from so doing and recover damages, reasonable attorneys' fees, and other dues for such violation, including all costs of said prosecution.

- (19) Grantors shall not be liable to any person, firm or corporation who may be the owner of the real estate, for any action taken by them under the provisions of this instrument, nor shall grantor be liable to any such person, firm or corporation for failure or refusal to do any act or thing which they may be authorized to do under the provisions of this instrument. Each and every subsequent owner of the real estate, or any part thereof, by acceptance of a deed therefore, shall be deemed to have waived and released for himself, his heirs, administrators, executors, successors and assigns any rights he may have, or might acquire subsequently, to maintain any action at law or otherwise against grantors for any action taken or any failure or refusal to take any action under and pursuant to the provisions of these covenants.
- (20) These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them.
- (21) Invalidation of any one of these covenants or any part thereof by judgment of court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

RECEIVED FOR RECORD
 AT _____ O'CLOCK _____ M
 RECORD 442 PAGE 339

1997

Paul Mason

RECORDED WAGO COUNTY

Exhibit "A" - Page 3