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James M. Mrdutt
JAMES M. MRDUTT REG. OF DEEDS, DUNN, CO. WI

THE RICKSMITH INC.
P.O. Box 201
143 57th Cross Trail South
Lakebnd, Mn 55043

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397648

AFFIDAVIT OF COVENANTS

White Pine Estates

White Pine Estates located in Government Lot 1 and in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty (30), Township Twenty-nine (29) North, Range Twelve (12) West, Town of Tainter, Dunn County, Wisconsin.

That affiant, as owner, makes this affidavit for the purpose of setting forth certain protective covenants running with the land, which said covenants are intended to promote the sound development of the proposed residential area above described and give assurance to the owners of said lots that no other lot owner within the protected area can use property in a way that will destroy values, lower the character of the neighborhood or create a nuisance. Affiant therefore intends that the covenants hereinafter set forth shall be incorporated by reference to this affidavit in each of the deeds of conveyance and shall bind the heirs, executors, administrators and assigns of the grantors and inure to the benefit of their heirs, executors, administrators, successors, and assigns of grantee in the same manner as if specifically named in such covenants. That affiant therefore will convey said premises subject to the following covenants;

1. 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 detached single-family dwelling with not less than 936 square feet of living area, exclusive of a garage and basement. A one-story building not to exceed 600 square feet for use as storage of recreation equipment, such as campers, trailers, boats, and snowmobiles, may be constructed on any lot behind the rear line of the residence of such lot.

2. No shedding poplars, boxelders, cottonwoods, elms, or other objectionable trees shall be planted.

3. No garbage, ashes or refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to view or to become a nuisance.

4. No sign larger than 24" x 20" shall be displayed on any lot except for purposes of sale by affiant or agents.

5. No abandoned automobiles or junked farm equipment may remain on any lot for a period of more than 48 hours unless it is kept in an enclosed garage or storage building. An abandoned automobile or junked farm equipment is defined as a motor vehicle or mobile equipment and any kind of farm machinery which is in an inoperable condition such that it has no substantial potential of further use consistent with its usual functions.

6. No mobile homes, tents or temporary structures 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

intended to be so used, and includes any additions, attachments, annexes, foundations and appurtenances.

7. No animals or fowl 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 and the number shall not exceed two animals.

8. An easement is reserved for each lot for utility installation or maintenance.

9. No underground residential buildings shall be constructed.

10. 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 owners of two-thirds of the lots has been recorded, agreeing to terminate or modify the covenants or restrictions.

11. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this declaration to be executed at Menomonie, Wisconsin this 12th day of August, 1992.

Ericksmith, Inc.

Dennis W. Erickson
Dennis W. Erickson, President

STATE OF WISCONSIN)

ss.

County of Dunn)

Personally came before me this 12th day of August, 1992, the above named Dennis W. Erickson to me known to be the person who executed the foregoing instrument and acknowledged the same.

THIS DOCUMENT DRAFTED BY
Dennis W Erickson
Route 2, Box 32A
Colfax, WI 54730

James M. Madutt
Notary Public
Dunn County, Wisconsin
My commission expires 12-25-94