

Lots 1-14 Country Pines Estates

VOL 748 records page 73

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RECORDED VOL 748 RECORDS PAGES 73-75

James M. Madutt  
JAMES M. MADUTT REG. OF DEEDS, DUNN, CO. WI

Pd 14.00

## AFFIDAVIT OF COVENANTS COUNTRY PINES ESTATES

Lots 1 through 14, in Country Pines Estate, Town of Tainter, Dunn Co., 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 residential area above described and give assurance to 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 here in after 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 same manner as if specifically named in such covenants. That affiant therefore will convey said premises subject to the follow covenants;

1) No lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwellings with not less than 936 square feet of living area exclusive of a garage and basement. A one-story building not to exceed 672 square foot for use as storage of recreational equipment, such as campers, trailers, boats, and snowmobiles, may be constructed on any lot, behind the front line of the residence of such lot.

1a) All lots if built on shall have a primary residence. Primary residence is the building that is lived in on a permanent basis.

1b) Lots 10, 11, 12, 13, & 14 could be used for Duplex construction subject to owners approval. Each duplex must have a minimum of \$140,000.00 appraised value.

2) No shedding Poplars, Box Elders, Cottonwood, 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 purpose 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 mobil 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.

5a) There shall not be any Semi tractors, or trailers or trucks of any kind greater than 1-10 for parking parked on any lots or on subdivision road at any time except for construction of products

D-11

VOL 748 records page 74

6) No mobil homes, tents or temporary structures shall be permitted on any lot. A mobil 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 equipment and used primarily for sleeping, eating and living quarter or intended to be so used, and includes an additions attachments annexes, foundations and appurtenances. No double wide homes will be allowed in subdivision. A double wide is two or more units that are trucked in on a trailer to become a house.

7) The Appraisal value for all houses on lots shall be greater than \$100,000. This is for the primary structure.

8) 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.

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

10) No underground residential building shall be constructed.

11) 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 restriction.

12) 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.

13) In validation 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.

14) For any exceptions to any of the above covenants, it shall be in writing and signed by the owners or their heirs during the duration of this agreement.

In Witness whereof, the parties here to have caused this declaration to be executed at Menomonie, Wisconsin this 4th day of May 1998.

Dale K. Schmitz  
Dale K. Schmitz

Mike Schmitz  
Mike Schmitz

Mark Schmitz  
Mark Schmitz

State of Wisconsin  
Dunn County

On the above date, this instrument was acknowledged before me by the named persons.

James M. Smith  
James M. Smith, Register of Deeds

Commission expires 1/5/1999.

DRAFTED BY Dale K. Schmitz  
P.O.B. 222