

SKINNER LAW FIRM
406 Technology Drive E., Suite C
Menomonie, WI 54751
Phone # (715)235-5556
Fax # (715)235-1784

September 19, 2002

Robert & Alyce Sedore
151149 Bradner Road
Plymouth, MI 48170

Re: Preliminary Title Opinion - Lester Liptak and Cindy Liptak
Tax Parcel No: 08-1179-10

Dear Mr. and Mrs. Sedore:

I have examined the Abstract of Title covering the real estate described as follows:

Lot Nine (9), LLOYD OWEN ADDITION, TOWN OF TAINTER, Dunn County, Wisconsin.

The recorded history of the chain of title to this property as shown on the records of the Dunn County Courthouse is evidenced by the Abstract or Abstracts of Title identified as follows:

This abstract consists of 34 entries, and the date of its last continuation is the 3rd day of September, 2002, at 7 o'clock A.M. It is last certified by Jane M. Roberts.

From my examination of this abstract or abstracts, I give it as my opinion that it evidences a good and marketable title in and to the said real estate in Lester Liptak and Cindy Liptak, free and clear from all encumbrances, excepting for those matters set forth as follows:

1. UTILITY EASEMENTS

Title is subject to an easement in favor of DUNN COUNTY ELECTRIC CO-OPERATIVE which permits the construction and maintenance of transmission lines and necessary supporting equipment, together with the right to enter the premises for purposes of exercising the rights and also to cut and trim trees and brush as may be necessary to keep such lines clear. A visual inspection of the premises should show the location of such easement, if in fact it is being used. (Entry #6)

2. RESTRICTIVE COVENANTS

Title is subject to restrictive covenants set forth in detail at Entry #19 of the abstract. An Amendment to the restrictive covenants is set forth at Entry #20 of the abstract. These covenants and amendments are intended to insure all owners of lots in the protected area that the area will be developed for residential purposes only. We recommend that any purchaser or mortgagee of the land ascertain that the proposed use of this real estate will not be in conflict with any such restrictions.

A photocopy of the covenants is attached to this opinion.

There are no delinquent taxes or delinquent special assessments affecting said land.

Certain matters are not of record at the courthouse, so they cannot be determined by examination of an abstract. They can, however, affect the title to real estate. For that reason our opinion does not purport to cover the following matters:

QUESTIONS OF SURVEY. The abstract purports to set forth the chain of title to a specifically described parcel of land. The location of such parcel on the ground can only be verified through a survey. Our opinion covers only the chain of title and not the location of the parcel.

RIGHTS OF PERSONS IN POSSESSION. Persons, other than the legal owners of the property, may be in physical possession of the property covered by the abstract. You should determine if anyone is in possession, and if so, by what rights they have possession.

MATERIAL MEN'S AND MECHANIC'S LIENS NOT SHOWN OF RECORD. Under Wisconsin Statutes, anyone who furnishes labor or material for the improvement of land or buildings, has a right to file a claim of lien against the real estate within six months from the date of last furnishing such labor or materials. At the time the abstract is being examined, such right might exist but the examiner obviously would have no knowledge of such fact. You should make inquiry to determine if any improvements were made during the past six months, and if so, whether they have been paid for in full.

SPECIAL IMPROVEMENT TAXES. The municipality in which this real estate is located has a statutory right to levy special assessments against real estate for the value of improvements furnished by the municipality for such things as sewer and water mains, streets, sidewalks, curbs and gutters, etc., which assessments become a lien against the property and go on the tax rolls when not paid. Inquiry should be made to determine if the municipality herein involved has levied or plans to levy any such special assessments.

ZONING REGULATIONS. The municipality in which this land is located and the county have a statutory right to regulate the use of land by enactment of a zoning ordinance. Inquiry should be made of the municipality to determine if there is zoning involved, and if so, how this land is zoned and whether or not your planned use of the property would be in compliance with the zoning provided.

MARITAL RIGHTS. Certain marital rights regarding property were created by Ch. 766, Wis. Stats. on January 1, 1986. This opinion does not analyze the rights of a spouse, if any, or judgments or liens involving such a spouse regarding this property except as otherwise noted.

Yours Very Truly,

A handwritten signature in black ink, appearing to read "Brent D. Skinner", is written over a horizontal line.

Brent D. Skinner
Attorney at Law
State Bar I.D.#1016077

BDS/lss

RESTRICTIVE COVENANTS

339718

MARY E. OWEN
TO
THE PUBLIC

WITNESSETH: MARY E. OWEN, first duly sworn on oath, deposes and says that she is the sole owner of LLOYD OWEN ADDITION to the Town of Tainter, Dunn County, Wisconsin, more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, LLOYD OWEN ADDITION to the Town of Tainter, Dunn County, Wisconsin.

THAT the owner makes these premises as restrictive covenants for the purpose of keeping said subdivision desirable and uniform and in suitable, aesthetic, practical and architectural design and use as herein specified, said restrictions herein contained shall run with the land and be binding upon all parties having or acquiring any right, title or interest in or to the real property or any part or parts thereof. The Owner intends that the Restrictive Covenants hereinafter set forth shall be incorporated by reference in each of the deeds of conveyance and shall bind the heirs, executors, administrators, successors and assigns of the grantor and to inure to the benefit of the heirs, executors, administrators, successors and assigns of the grantee in the same manner as if specifically named in such covenants.

That the owner therefore will convey said premises subject to the following covenants:

1. All lots shall be known and described as residential and be used for that purpose. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one attached single-family dwelling not to exceed two and one half (2 1/2) stories in height and a private garage for not more than three (3) cars.

2. No building, porch, or projection shall be erected or maintained on any lot closer than seventy five (75) feet from the rear property line, nor closer than ten (10) feet from any side property line, nor closer than thirty-five (35) feet from any street line.

3. No lot shall be divided or redivided.

(continued)

19. (continued)

4. Whenever two or more contiguous lots in the subdivision shall be owned by the same person, and such person shall desire to use two or more of them as a consolidated site for a single, dwelling house, he shall apply in writing to the owner or owner's designee for permission to depart from the setback requirements along the internal lot lines of the consolidated site.

If written permission for such a use shall be granted and a building built in departure of the original setback requirements, the lots constituting the consolidated site shall be treated in other respects as a single lot for the purpose of applying this restriction.

5. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than ten hundred (1000) square feet, in case of one-story structure, not less than eight hundred (800) square feet in the case of a one and one half story, two or two and one-half story house.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on the lot, shall be at anytime used as a residence temporarily or permanently nor shall any structure of a temporary character be erected, used or occupied for any residence purpose, and all structures shall be completely finished on the exterior within one year after commencement of the excavation or construction thereof.

7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Boundary fences on individual lots are prohibited.

9. Every tank for the storage of fuel that is installed outside any building on any lot shall be buried below the surface of the ground.

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

11. No garbage, refuse, or refuse receptacles shall be placed or left on any lot so as to be viewed or become a nuisance.

12. No signs other than a sign identifying the property and a "FOR SALE" sign shall be displayed on any lot. Identification signs shall not exceed two (2) square feet in size.

13. No animals shall be kept or maintained on any lot except the usual household pets; and, in such case, the pets shall be kept and maintained as not to become an unreasonable annoyance of movement, noise, or odor.

14. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of lot owners, it is agreed to change the said covenants in whole or in part.

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

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

IN WITNESS WHEREOF, Mary E. Owen, by Sharon Forbes and Viola Roswell, her attorney in fact has hereunto set her hand and seal this 10th day of July, 1981.

MARY E. OWEN, by her attorneys
in fact: SHARON FORBES
VIOLA ROSWELL

20.

AMENDMENT

340327

IT IS HEREBY AGREED that the following is an amendment to those certain Restrictive Covenants from Mary E. Owen to the Public, dated the 10th day of July, 1981, and recorded the 10th day of July, 1981 in Volume 306 of Records, page 564, in the Office of the Register of Deeds for Dunn County, Wisconsin. (Doc. #339718).

Said Restrictive Covenants shall be amended as follows:

Paragraph 8 of the Original Restrictive Covenants is hereby eliminated and is null and void.

Paragraph 9 is amended to read that:

Every tank for the storage of fuel that is installed outside any building on any lot shall be buried below the surface of the ground with the exception of tanks for liquid petroleum fuel used either for cooking or for heating the residence or for both, which may be located above ground in accordance with all governmental regulations.

Dated August 16, 1981.

VIOLA ROSWELL
SHARON FORBES
Attorneys in fact for
MARY OWEN

EUGENE F. PICHETTE
MARY BETH SWAN PICHETTE

RECORDED August 18, 1981 at 11:45 A.M., in
Vol. 307 Records, Page 576.