

386392

VOL 410 records page 178

AFFIDAVIT OF COVENANTS

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

REC'D AUGUST 16, 1990 at 9:55 A.M.
RECORDED: VOL 410 RECORDS PAGE(S) 178-181
James M. Indict
JAMES M. INDICT, REC. OF CLERK, DUNN CO. WI

SHARON L. LEE, KRISTI A. JONET, LYNDIA B. LEE and STEVEN K. LEE, each being duly sworn on oath depose and say that they are the sole owners of that part of the Town of Tainter, Dunn County, Wisconsin, described as follows:

Addition
Pinewood, located in the Northwest Quarter (NW1/4)
of the Southeast Quarter (SE1/4) and the Northeast
Quarter (NE1/4) of the Southwest Quarter (SW1/4) of
Section Four (4), Township Twenty-nine (29)
North, Range Twelve (12) West, Town of Tainter,
Dunn County, Wisconsin.

That affiants, as such owners, make 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. Affiants therefore intend 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 affiants 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 480 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 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 affiants or their 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, excepting for temporary use during construction of a permanent home which use shall not exceed one (1) year, 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. Camping shall be permitted on any property for two years after the initial purchase from declarants. Camping in tents two years after the initial purchase from declarants shall be permitted at any time, but tents not occupied for over 48 hours shall be removed.

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 and maintenance.

10. No underground residential buildings shall be constructed excepting on Lots 9, 10, and 11.

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

12. Enforcements 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.

13. 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, the parties hereto have hereunto set their respective hands and seals this 1 day of August, 1990.

Sharon L. Lee
Sharon L. Lee

STATE OF WISCONSIN)
County of DUNN) ss.

Personally came before me, this 23 day of July, 1990, the above named Sharon L. Lee to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jan R. [Signature]
Notary Public, State of Wisconsin
My Commission perman.

Kristi A. Jonet
Kristi A. Jonet

STATE OF MINNESOTA)
County of Wright) ss.



Personally came before me, this 26th day of July, 1990, the above named Kristi A. Jonet to me known to be the person who executed the foregoing instrument and acknowledged the same.

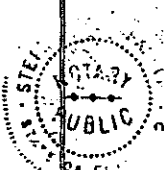
Patricia L. Findley
Notary Public, State of Minnesota
My Commission 12/30/93

Lynda B. Lee
Lynda B. Lee

STATE OF WISCONSIN)
County of Dunn) ss.

Personally came before me, this 23 day of July, 1990, the above named Lynda B. Lee to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission permanently



Steven K. Lee
Steven K. Lee

STATE OF COLORADO)
CITY AND) ss.
County of DENVER)

Personally came before me, this 1st day of AUGUST, 1990, the above named Steven K. Lee to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stephanie J. Brandon
Notary Public, State of Colorado
My Commission _____

My Commission expires July 24, 1994
1205 Grand Street
Denver, Colorado 80202