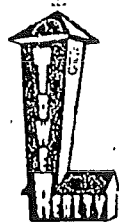


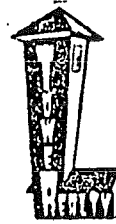
*Ch 1st
Town*

HOMES-FARMS
BUSINESS-COMMERCIAL



TOM HARRIS, Broker
RALPH LINDHOLM, Broker

815 6th Avenue
Just East of Downtown on Hy. 12
Menomonee, Wisconsin 54751
Phone (715) 235-5360
235-4211



LEASING AND RENTAL
MANAGEMENT

314123

AFFIDAVIT OF COVENANTS

REC'D July 30, 1976 2:00 P.M.
RECORDED: VOL 259 RECORDS PAGE(S) 492-495

Herb D. Schutz
HERB D. SCHUTZ, REG. OF DEEDS, DUNN, CO., WI

A. Area of Application

Unless otherwise specified herein, the covenants shall apply to all lots of Cedar Estates.

B. Land Use

1. No lot shall be used except for residential purposes.
2. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling not to exceed 2½ stories in height and a private garage for not more than three cars.
3. No more than one residence or dwelling house shall be erected on any of the said lots.
4. No mobile homes, nor double wide mobile homes shall be permitted on any lot.

C. Type of Building

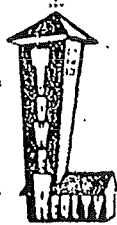
1. No building shall be erected on any lot until the design and location thereof on said lot shall have been approved in writing by a committee consisting of Ralph Lindholm, Tom Harris, or a majority thereof; or by a representative that is designated by a majority of the members of said committee.

In the event of the death or resignation of any member of said committee, he or she shall be replaced by a new member selected by the remaining members of said committee. A committee member must own at least one lot in this subdivision.

2. Any building erected on any lot must have a full foundation, except for porches, sun decks, patios, garages and similar appurtenances.

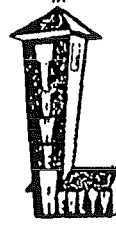
3. No single story dwelling shall be erected or maintained having a ground floor living area of less than 1,000 square feet, and no dwelling of more than one story shall be erected or maintained having a ground floor living area of less than 800 square feet. A split entry home is considered a two-story.

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4. Porches, sun decks, basements, attics, attached garages, breezeways, carports and crawl spaces shall be excluded from the calculation of ground floor living area.

D. Foundations and Lot Lines

1. The front foundation of any residence or garage shall not be closer than thirty feet from the front lot line.

2. The foundations of any residence or garage shall not be nearer than twenty feet from the side property line, nor nearer than twenty feet from any street adjoining the side property line.

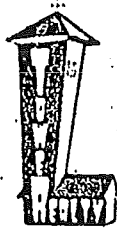
3. The committee mentioned in paragraph C1 hereof, in addition to all other powers, rights and authority granted to it, shall have the power to prescribe restrictions for the location of residences, garages and other buildings to be built on the odd shaped lots in this subdivision, where because of such odd shape, or where the topography is such that this restriction may seem reasonable.

4. No changes or alterations shall be made in the exterior design of any building on said lot or building plot after the original construction thereof without the written approval by the said committee, nor shall any fences or walls be erected on said property without the written consent of said committee. However, in such event that such committee fails to approve or disapprove such design or location of the new dwelling within 30 days after submission of the plan to it, thence such approval will not be required, provided the size requirements of said building conform to paragraph C3.

If said committee fails to approve or disapprove any application in writing for change in design or the erection of fences or walls within 30 days after the submission of such application, then such approval shall be deemed to have been granted.

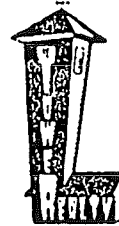
The powers and duties of said committee or its duly authorized representatives shall cease on and after May 1, 1986. Thereafter, the approval described in this covenant shall not be required unless prior

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LEASING AND RENTAL
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to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and duly reworded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

E. Completion of Construction Work

1. No trailer, basement, tent, shack, garage, barn or outbuilding erected on the premises, shall be at any time used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be erected, used, or occupied for any residential purpose; and all structures commenced shall be completed and finished on the exterior within one (1) year after the commencement of the excavation or the construction thereof, whichever is commenced earlier.

2. No structure shall be erected on any lot before the residence thereon is constructed, except a garage.

3. All building structures commenced shall be completed and finished on the exterior within one year after the commencement of the excavation or the construction thereof, whichever is commenced earlier.

F. Specific Prohibitions

1. 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.

2. No tank for the storage of fuel shall be maintained above the surface of the ground unless it is permanently shielded from view by shrubs or a fence.

3. No shedding poplars, box elders, cottonwoods, or other objectionable trees shall be planted.

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

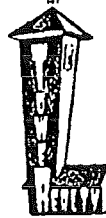
5. No sign larger than 480 square inches in area shall be displayed

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LEASING AND RENTAL
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or placed on any lot, except for the purpose of sale by the affiants, their heirs, executors, administrators, successors, assigns or agents.

6. No horses, cows, goats, sheep or any domestic animals, poultry or farm animals of any kind except the usual household pets shall be kept or maintained on any of the lots, and in such cases the pets shall be so kept and maintained so as not to become an annoyance or nuisance to other residents in the development by reason of movement, noise or odor.

G. Enforcement of Covenants and Restrictions

Enforcement of Covenants and Restrictions shall be by proceedings at law or in equity against any person or persons voiding or attempting to violate any of these covenants, either to restrain the violation or recover damages.

H. Invalidation of Covenants

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

I. Easement

An easement is reserved over each lot for public utility installation and maintenance.

In Witness:

Sunflower Development Corporation, Ltd.

By:

Tom Harris
Tom Harris, President

Ralph Lindholm
Ralph Lindholm, Secretary

State of Wisconsin, Personally came before me, this 30th day of July, A.D., 1976, the above named Ralph Lindholm & Tom Harris

to me know to be the persons who executed the foregoing instrument and acknowledge the same.

Murphy M. Blust

Notary Public, Dunn County, Wis.
My commission expires 10-14-79

