AFFIDAVIT OF COVENANTS

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Norman Behrents and Lorraine Behrents, his wife, being first duly sworn on oath depose and say that they are the sole owners of that part of the Town of Menomonie, Dunn County, Wisconsin, described as follows:

Cedar Hills located in the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), Section One (1), Township Twenty-eight (28) North, Range Thirteen (13) West, Government Lot 5 and Government Lot 6, Section Six (6), Township Twenty-eight (28) North, Range Twelve (12) West, 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 1,200 square feet of living area and a private garage for not more than three cars. Two single-family dwellings may be constructed on Lots 3 and 4. A one-story building not to exceed 624 square feet for use as storage of recreation equipment, such as campers, trailers, boats and snowmobiles, may be constructed on any lot.

2. The front foundation of every residence and garage which is directly attached to said residence and any other building constructed on the lot shall not be closer than 50 feet from the front lot line. The foundation of such residence and garage shall not be nearer than 10 feet from the side property line.

3. 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.

4. That the following prohibitions shall be observed:

(a) No shedding poplars, boxelders, cottonwoods, or other objectionable trees shall be planted.

(b) 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.

(c) No sign larger than 480 square inches shall be displayed on any lot except for purposes of sale by affiants or their agents.

5. 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.

6. Camping shall be permitted on any property for five years after the initial purchase from declarants. Camping in tents which are not mounted on mobile units shall be permitted at any time.

7. All building exteriors, including exterior color, shall be completed within 180 days from the date construction begins.

8. No animals 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.

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

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

11. 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.

12. 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 8th day of July, 1976.

Norman Behrents
Lorraine Behrents

Subscribed and sworn to before me
this 8th day of July, 1976.
James G. Solberg, Notary Public
Dunn County, Wisconsin
My Commission is permanent.

This instrument drafted by:
James G. Solberg
Solberg, Steans & Joyce
Menomonie, Wisconsin