

AFFIDAVIT OF COVENANTS

Arthur R. Graske and Alice W. Graske, being first duly sworn on oath depose and say that they are the sole owners of that part of the Town of Red Cedar, Dunn County, Wisconsin, described as follows:

Park Rapids Addition to the Town of Red Cedar, Dunn County, Wisconsin, being a part of Government Lot Seven (7), Section Six (6) Township Twenty-eight (28) North, Range Twelve (12) West.

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 not to exceed $2\frac{1}{2}$ stories in height and a private garage for not more than two cars.

2. No building shall be erected on any lot until the design and location thereof has been approved in writing by a committee consisting of Alice W. Graske and Robert F. Hansen or by a representative designated by the members of said committee. In the event of death or resignation of any member of the said committee, he shall be replaced by a new member selected by the remaining member of said committee. No changes or alteration shall be made in the exterior design of any building plot after the original construction thereof without written approval by the said committee nor shall any fences or walls be erected on said property without written consent of said committee, however, in the event that such committee fails to approve or disapprove such design or location of the new dwelling within 30 days after submission of the plans to it, thence such approval will not be required, provided that the cost of said building is not less than \$16,000.00 and occupies an area of not less than six hundred square feet, if a one and one-half story, two or two and one-half story house, or 1150 square feet if a one story house. If said committee fails to approve or disapprove any application for change in design or erection of fence or walls within 30 days after submission of such application then such approval shall be considered granted. The powers and duties of said committee or of its duly authorized representatives shall cease on and after January 1, 1980. Thereafter the approval described in this covenant shall not be required unless prior 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 recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. The front foundation of every residence and garage which is directly attached to said residence shall not be closer than fifty feet from the lot line. That the said foundation of such residence and garage shall not be nearer than four feet from the side property line, nor nearer than fifteen feet from any street adjoining the said property line. That no garage which is not directly attached to the residence shall be adjoining the side property line.

4. No residential structure shall be erected or placed on any lot which has an area of less than seventy-nine hundred and twenty square feet or a width of less than 66 feet at the front building set back line. Not more than one residence or dwelling house shall be erected on any of the said lots. No structure shall be erected or placed within 125 feet of the meander line as shown on the plat as to Lots 9, 10, 11, 12, 13, 14, 15, 16, and 17. There shall be no additional access to Lot 9 either by way of road or easement than the access that is provided in the plat.

5. The committee mentioned in paragraph one 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 frontage is less than prescribed, these restrictions may not seem reasonable.

6. 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.

7. 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 inches shall be displayed on any lot except for purpose of sale by affiance or their agents.

8. No trailer, basement, tent, shack, garage, barn, or outbuilding erected on the premises, shall be at any time used as a residence temporarily or permanently nor shall any structure of a temporary character be erected, used or occupied for any residence purposes, and all structures shall be completely finished on the exterior within one year after commencement of the excavation or construction thereof. No garage or other structure shall be erected on any lot before the residence thereon is constructed.

9. No horses, cows, goats, sheep or any domestic animals, poultry or farm animals of any kind except dogs and cats for domestic purposes shall be permitted to be kept on any of the lots.

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

11. 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.

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 effects.

Dated this 4th day of June, 1974.

IN THE PRESENCE OF:

Arthur R. Graske SEAL
Arthur R. Graske

Alice W. Graske SEAL
Alice W. Graske

STATE OF WISCONSIN)
COUNTY OF DUNN) ss

Personally came before me this 4th day of June, 1974,
the above named Arthur R. Graske and Alice W. Graske, to me known
to be the persons who executed the foregoing instrument and acknow-
ledges the same.

Howard F. Thedinga
Notary Public, Dunn County, Wis
Commission expires 15



This instrument drafted by Howard F. Thedinga

REGISTER'S OFFICE
DUNN COUNTY, WISCONSIN
Received for record the 20th day
of June A. D., 1974
at 4:30 P. M. and recorded in
Vol. 244 of Records on page 321-32
Herb D. Schutz
HERB D. SCHUTZ, Register of Deeds