

STATE OF WISCONSIN, COUNTY OF DUNN, ss.

I, Kathie K. Skillings, Deputy, Register in Probate, for the county and state aforesaid, having custody of the original do hereby certify that I have compared the annexed copy of CERTIFICATE OF TERMINATION OF JOINT TENANCY, with the original thereof, now on file and on record in said court, and that said copy is a full, true and complete copy and transcript of such CERTIFICATE OF TERMINATION OF JOINT TENANCY and the whole thereof, as the same remains of record in said county court in the Matter of the Estate of ELMER M. CHRISTIANSON, Deceased.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County Court at my office in the City of Menomonie, in said county, this 23rd day of January, A.D., 1967.

(COURT SEAL)

KATHIE K. SKILLINGS
Deputy Register in Probate

Received for Record the 23rd day of
January, A.D., 1967, at 4:00 P. M.

HERB D. SCHUTZ
Register of Deeds

279351

RESTRICTIVE COVENANTS

The undersigned owners of First Addition to Woodland Terrace Addition in the Town of Menomonie, Dunn County, Wisconsin, intending to establish a general plan for the use, occupancy and enjoyment of said subdivision, hereby declare that, for the mutual benefit of its present and future owners, all lots therein shall be subject to the following restrictions:

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 two and one-half (2½) stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Sigurd K. Andreassen, Ruth Andreassen and E. J. Brack, or by a representative designated by a majority of the members of said committee.

In the event of incapacity, death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority.

In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this restriction will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this restriction.

At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

No dwelling shall be permitted on any lot at a cost of less than Sixteen Thousand and no/100 (\$16,000.00) Dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and gar-

ages, shall be not less than One Thousand Fifty (1,050) square feet for a one-story dwelling, nor less than Eight Hundred (800) square feet for a dwelling of more than one story.

3. The front foundation of every residence and garage which is directly attached to said residence, or a detached garage, shall not be closer than Thirty (30) feet from the street lot line. The said foundation of such residence and garage shall not be nearer than Ten (10) feet from the side property line, nor nearer than Ten (10) feet from any street adjoining the said property line.

4. No residential structure shall be erected or placed on any of the said lots, which lot has an area of less than Fourteen Thousand Five Hundred Twenty (14,520) square feet or a width of less than Eighty (80) 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.

5. The committee mentioned in paragraph 2 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. No tank for the storage of fuel shall be maintained above the surface of the ground.

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

9. 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.

10. No sign shall be displayed to the public view on any residential lot, except one sign of not more than Ten (10) square feet advertising the sale or rent of such lot, or signs used by a builder to advertise the property during the construction and sales period.

11. No outside lavatories or privies of any kind shall be erected or maintained.

12. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Wisconsin State Board of Health. Approval of such system as installed shall be obtained from such authority.

13. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Wisconsin State Board of Health. Approval of such system as installed shall be obtained from such authority.

14. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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

16. An easement is reserved over the rear six feet of each lot for utility installation and maintenance.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. 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.

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

In Witness Whereof, we have hereunto set our hands and seals this 24th day of January, 1967.

IN THE PRESENCE OF

C. M. MEISNER
C. M. Meisner

MARILYN BOWELL
Marilyn Howell

SIGURD K. ANDREASSEN (SEAL)
Sigurd K. Andreassen

RUTH ANDREASSEN (SEAL)
Ruth Andreassen

JOHN W. SWANK, JR. (SEAL)
John W. Swank, Jr.

ANN A. SWANK (SEAL)
Ann A. Swank

RICHARD M. NEWBERG (SEAL)
Richard M. Newberg

NORMA NEWBERG (SEAL)
Norma Newberg

STATE OF WISCONSIN)
) ss.
Dunn County)

Personally came before me this 24th day of January, 1967, the above named Sigurd K. Andreassen and Ruth Andreassen, John W. Swank, Jr. and Ann A. Swank and Richard M. Newberg and Norma Newberg, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

(NOTA. SEAL)

This instrument was drafted by C. M. Meisner.

CEYLON M. MEISNER
Ceylon M. Meisner
Notary Public, Dunn Co., Wis.
My Commission is permanent.

Received for Record the 24th day of
January, A.D., 1967, at 2:35 P. M.

HERB D. SCHUTZ
Registrar of Deeds

279357

AFFIDAVIT

STATE OF WISCONSIN)
) ss.
County of Pepin)

Leopold G. Brantner, being first duly sworn on oath, deposes and says:

That affiant is a resident of the Town of Albany, Pepin County, Wisconsin; That affiant is 81 years of age;

That affiant has been familiar with the use and occupancy of the following described real estate situated in Dunn County, and Pepin County, Wisconsin:

The Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$);

The Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$);
all in Section Thirty-one (31), Dunn County, Wisconsin;

AND

The Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$);

The Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$),
all in Section Thirty-two (32);
all lying and being in Township Twenty-six (26) North, Range Eleven (11) West, Dunn County, Wisconsin.

The South one-half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), Section 5, Township 25 North, Range 11 West except a parcel of land in the Southwest corner thereof described as follows: Beginning at a point 14 rods East of the Southwest corner of said tract; thence West 14 rods to said Southwest corner of said tract; thence North along West boundary line of said tract 22 rods; thence Southeasterly in a straight line to place of beginning; Pepin County, Wisconsin.

ALSO

A certain parcel of land in Northeasterly part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5) to-wit: Commencing 15 $\frac{1}{2}$ rods South of Northeast corner of said tract; thence North 15 $\frac{1}{2}$ rods to said Northeast corner; thence West along North boundary line of said tract 58 $\frac{1}{2}$ rods; thence South 2 $\frac{1}{2}$ rods; thence Southeasterly in a straight line to place of beginning, Pepin County, Wisconsin,

having been in a position during all of said period of time to know exactly who the occupants of said land were and all the facts with respect to the use and occupancy of such real estate;