

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Erna Sophia Vogel is the owner in fee simple of the following described premises, to-wit:

Outlot Thirty-eight (38) of Assessor's Plat of the Village of Middleton, Dane County, Wisconsin, except party conveyed to the Village of Middleton for highway purposes by deed recorded in Volume 371 of Deeds on Page 537, and also except part conveyed to Fiore Coal and Oil Company by Warranty Deed recorded in Volume 404 of Deeds, Page 338, Dane County Register of Deeds office, and except that part thereof platted as Park Lawn, a plat in the corporate limits of the Village of Middleton, Dane County, Wisconsin.

AND WHEREAS, Erna Sophia Vogel has caused the above described premises to be platted into lots and blocks now known as Addition to Park Lawn, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 11, Town 7 North, Range 8 East, within the corporate limits of the Village of Middleton, Dane County, Wisconsin, recorded September 22nd 1947 in Volume 12 of Plats, Page 26 in the office of the register of deeds for Dane County, Wisconsin, including the following numbered lots in the following numbered blocks, to-wit:

Lots 9-16, both inclusive, Block 3,
 Lots 8-14, both inclusive, Block 4,
 Lots 1-14, both inclusive, Block 5,
 Lots 1-16, both inclusive, Block 6,
 Lots 1- 8, both inclusive, Block 7,
 Lots 1- 7, both inclusive, Block 8;

NOW THEREFORE, said Erna Sophia Vogel hereby declares that all of the lots in the said plat ^{ADDITION} to Park Lawn, hereinbefore described, be and the same hereby are subject to the following:

Protective Covenants

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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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.

1. No building shall be erected, or placed or altered on any building plot in this subdivision until the building plans, specifications, and plat plan showing the location of such building 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 Geo. Vogel, Roy A. Gannon and Erna Sophia Vogel, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members, shall have full authority to approve or disapprove such design and 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 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 covenant 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 covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1952. 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.

2. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 30 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line.

3. No more than one dwelling house shall be constructed upon any one lot as platted in said plat.

4. 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.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No dwelling costing less than \$4500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet in the case of a one-story structure nor less than 450 square feet in the case of a one and one-half, or two story structure.

7. No outbuilding other than a garage, erected on any lot or lots in said plat, shall be nearer to the front street line of said lot or lots than a line drawn parallel to said street at the rear of the residence.

8. No outside toilet shall ever be erected or maintained on any lot in said plat except for temporary use during the time that a building is in the process of construction.

9. No intoxicating liquors shall ever be manufactured or sold upon any lot in said plat.

10. No part of said platted premises shall ever be conveyed to, used, owned or occupied by any persons other than of the Caucasian race, either as owner or tenant.

IN WITNESS WHEREOF the said Erna Sophia Vogel has caused these presents to be signed this 22nd day of September, 1947.

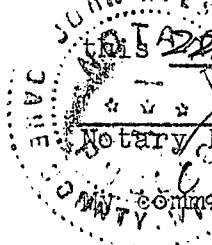
In the Presence of:

Roy A. Gannon
Roy A. Gannon

Erna Sophia Vogel
Erna Sophia Vogel

John H. Esch
John H. Esch

Subscribed and sworn to before me
this 22nd day of September, 1947



John H. Esch John H. Esch
Notary Public, Dane County, Wisconsin

My commission expires Sept 11, 1949.

RECORDED

OCT 7 1947

At, 11:50 o'clock... AM