

SUMMARY OF RESTRICTIVE COVENANTS FOR
TIMBER LANE AND TIMBER LANE EAST SUBDIVISIONS

The following restrictions shall apply to all lots in the Subdivision:

3.1 Subdividing Lots. All platted lots shall remain intact and none shall be subdivided in any manner.

3.2 Utilities. A strip 20 feet wide fronting the road on all lots shall be subject to an electric line easement to Grant-Lafayette Electric Cooperative, or any successor electric company, that may provide service in the subdivision, for the construction, repair, maintenance and replacement of underground electric lines across the properties for the service of other lots in the subdivision. Such 20 foot strip shall be further subject to a utility easement for any telephone company that may provide service in the subdivision, for the construction, repair, maintenance and replacement of underground telephone lines across the properties for the service of other lots in the Subdivision. All utilities shall be properly installed underground and in compliance with all local and state regulations.

3.3 Junk. No unused old automobiles, machinery or other accumulation of junk or debris shall be kept on the premises, unless stored out of sight in a garage.

3.4 Livestock. There shall be no raising or keeping of livestock of any kind on the premises.

3.5 Use of Property. The property shall be used for residential purposes only. No commercial use shall be made of any property except as specifically authorized in this covenant. The sole authorized commercial use shall not involve using the home as a place for meeting customers. Commercial use of the home shall be permitted for such home-based businesses as telephone sales or businesses involving communications through computer technology. These businesses shall be permitted, however, only to persons actually using the residence as their principal residence.

3.6 Sale of Timber. There shall be no commercial sales of timber from the property. Permitted timber sales shall be the occasional sale of trees when a building site is opened, when land is cleared for lawn or driveway purposes or on an occasional basis where a tree is mature and ready for harvest. Not more than five trees shall be sold off any lot in any five-year period except where land is being cleared for building, lawn or driveway purposes.

3.7 Mobile Homes. No mobile home or converted bus shall be placed on the property at any time. Camper trailers which shall be permitted, but must not be kept unsightly and may not be left unoccupied for more than three months.

3.8 Size and Value of Homes. All homes must have a minimum of 1,100, square feet, not including garage.

3.9 Structures to be Harmonious. All homes and other structures must be built in a manner that is harmonious with the environment.

3.10 Existing Buildings. No existing buildings may be moved from another location on to the property.

3.11 Setbacks. All structures shall be set back at least fifty feet from Timber Lane Road and shall be set back at least twenty-five feet from the lot line.

4.1 Road Maintenance. The owners of all lots shall be subject to the terms of a road maintenance agreement of even date. The owner of each lot shall be subject to a share of expense for road maintenance as set forth in that agreement.

DECLARATION OF COVENANTS, RESTRICTIONS AND
CONDITIONS FOR TIMBER LANE EAST
TOWN OF MARION, GRANT COUNTY, WISCONSIN

This Declaration is made this ____ day of _____,
1998, by Maynard L. Staskal and Marcella N. Staskal.

WHEREAS, Maynard L. Staskal and Marcella N. Staskal now own certain lands in the Town of Marion, Grant County, Wisconsin, which have been surveyed out as Grant County Certified Survey Maps _____, hereafter referred to as Timber Lane East.

WHEREAS, Maynard L. Staskal and Marcella N. Staskal, for the purpose of making the subdivision more attractive for homeowners, desire to subject the subdivision to certain covenants, restrictions and conditions.

NOW, THEREFORE, Maynard L. Staskal and Marcella N. Staskal hereby declare that Timber Lane East, and each and every lot therein, shall be used, held, sold and conveyed subject to the covenants, restrictions and conditions set forth below, which shall inure to the benefit of and encumber Timber Lane East and each and every lot therein, which covenants, restrictions and conditions shall run with such lands and be appurtenant thereto.

ARTICLE 1

Definitions

For the purposes of these covenants, restrictions and conditions, the following terms are hereby defined:

1.1 "Declaration" shall mean the covenants, restrictions, easements, charges, liens and other provisions herein set forth in this entire document, as it may from time-to-time be amended.

1.2 "Lot" shall refer to a portion of the Subdivision identified as a lot on the recorded Plat of Timber Lane East.

1.3 "Mobile Home" shall mean a prefabricated unit with walls of rigid construction that is designed to be towed as a single unit or in sections upon a highway by a motor vehicle and that is used or is intended to be used for human habitation. It shall specifically include a prefabricated home commonly referred to as "double wide" which contains a metal frame supporting the upper structure.

1.4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot within the Subdivision, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.5 "Single Family Dwelling" shall mean a detached single family residential dwelling.

1.6 "Subdivision" or " Timber Lane East", while not formally platted as a subdivision, for the sake of convenience shall mean and refer to the real estate described in Grant County Certified Survey Maps _____, and referring to lands in the Town of Marion, Grant County, Wisconsin.

ARTICLE 2

Property Subject to This Declaration

Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Marion, Grant County, Wisconsin and is more particularly described as:

Lots one (12) through eleven (22), inclusive, of the land described in Grant County Certified Survey Maps _____.

ARTICLE 3

Architectural and Building Restrictions

Restrictions Applying to All Lots. The following restrictions shall apply to all lots in the Subdivision:

3.1 Subdividing Lots. All platted lots shall remain intact and none shall be subdivided in any manner.

3.2 Utilities. A strip 20 feet wide fronting the road on all lots shall be subject to an electric line easement to Grant-Lafayette Electric Cooperative, or any successor electric company, that may provide service in the subdivision, for the construction, repair, maintenance and replacement of underground electric lines across the properties for the service of other lots in the subdivision. Such 20 foot strip shall be further subject to a utility easement for any telephone company that may provide service in the subdivision, for the construction, repair, maintenance and replacement of underground telephone lines across the properties

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3.4 Livestock. There shall be no raising or keeping of livestock of any kind on the premises.

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3.8 Size and Value of Homes. All homes must have a minimum of 1,100 square feet, not including garage.

3.9 Structures to be Harmonious. All homes and other structures must be built in a manner that is harmonious with the environment.

3.10 Existing Buildings. No existing buildings may be moved from another location on to the property.

ARTICLE FOUR

Common Road

4.1 Road Maintenance. The owners of all lots shall be subject to the terms of a road maintenance agreement of even date. The owner of each lot shall be subject to a share of expense for road maintenance as set forth in that agreement.

4.2 Driveway Access. All driveway access to the common road shall use a tube not less than 24 inches in diameter when crossing the spring.

ARTICLE FIVE

General Provisions

5.1 Duration of Declaration. This declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the subdivision. It shall continue in effect until modified as provided in Section 5.3 of this instrument.

5.2 Remedies. If any Owner, or any member of his family, any guests, or any lessee shall violate or attempt to violate any of the covenants, restrictions and conditions contained herein, any Owner of any other lot in the Subdivision shall have standing to bring proceedings at law or in equity against the Owner violating or attempting to violate any such covenants, restrictions, or conditions. The prevailing party shall be awarded reasonable attorneys' fees and costs. Any person violating any of these covenants, restrictions or conditions shall be liable for all costs of removing and correcting any such violation. Failure to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

5.3 Modification of Declaration. This Declaration, or any part thereof, may be amended in writing as to some or all of the lots subject to this Declaration by an instrument signed by both of the following:

a. The Owners of not less than two-thirds of the lots in the Subdivision, and

b. All of the Owners of the lots in the Subdivision who are actually residing on the lots.

This instrument shall be recorded.

5.4 Severability. Invalidation of any one of these covenants, restrictions or conditions or any severable part of same, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

5.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

5.6 Applicable Laws. The Declaration shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the undersigned, Maynard L. Staskal and Marcella N. Staskal, have executed this document on the _____ day of April, 1998.

Maynard L. Staskal

Marcella N. Staskal

STATE OF WISCONSIN)
)ss
COUNTY OF GRANT)

Personally came before me this ____ day of April, 1998, the above named Maynard L. Staskal and Marcella N. Staskal to me known to be the persons who executed the foregoing instrument.

John A. Kussmaul
Notary Public, Grant County, WI
My Commission is Permanent.