

Declaration of Restrictions

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**DECLARATION OF RESTRICTIONS FOR
ADAMS COUNTY CERTIFIED SURVEY MAP
NUMBERS 4994, 4995, 4996 AND 4997**

THIS DECLARATION OF RESTRICTIONS (hereinafter the "Declaration") is made by the undersigned, Dennis J. Johnson and Sharon R. Johnson, Trustees of the Johnson Trust dated September 28, 2004, as may be amended from time to time, (the "Developer") on this 11 day of January, 2010.

Developer, as the sole owner of the property described on **Exhibit "A"** (the "Real Estate") desires to impose these restrictions for the purpose of articulating a uniform set of standards for the development, use and maintenance of the Real Estate as an attractive residential community.

STATEMENT

Developer, as the sole owner of the Real Estate, hereby declares, imposes and restricts the Real Estate as follows:

ARTICLE I

DEFINITIONS

The following definitions shall be applicable for purposes of this Declaration:

1.7 Lot. A portion of the Real Estate identified as a Lot on any of the Certified Survey Maps included as part of the Real Estate.

1.8 Owner. The record owner of any Lot. If there is more than one record owner, the record owners shall be collectively referred to as the "Owner".

ARTICLE II

USE RESTRICTIONS

2.1 Single-family Residences. All Lots shall be used exclusively for single-family residential purposes, and purposes ancillary thereto. No structure of a temporary character may be used as a dwelling on any Lot.

2.2 Camping. Unless otherwise restricted by applicable zoning laws and regulations, camping, including the use of recreational camping vehicles is permitted on any Lot from April 1st to November 30th, for a period of no longer than 2 years. Camping is allowed during the construction of a residence

2.3 Outhouses. No outhouse or other outdoor toilet is allowed on any Lot.

2.4 Parking and Storage. No mobile homes, junk cars, semi-truck or semi-trailer shall be stored on any Lot, unless such vehicle is completely located within the garage. No outside storage is allowed for excess material and infrequently used vehicles. Storage for working snowmobiles, boats, trailers, campers, golf carts and other seasonal items will be allowed on Lots, provided such items are not stored closer than thirty (30) feet from any public road and fifteen (15) feet from any Lot line.

2.5 Animals. No horses, cows, goats, pigs, sheep, poultry or fowl of any kind will be permitted to be kept on any part of any Lot. Pets are permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be kept in accordance with any other applicable ordinance.

2.6 Exterior Lighting. Any exterior lighting on a lot shall be of a nature so as to not unreasonably interfere with the use and enjoyment of neighboring properties.

2.7 Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or junk, nor shall any waste be kept on a Lot, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition and shall comply with all local, state and/or local regulations.

2.8 Timber Removal. Cutting of timber on a Lot is prohibited, unless done pursuant to a timber management plan or for the purpose of clearing a building site, lawn and garden area or driveway. All stumps that are removed shall be buried, burned or otherwise removed from the Lot. Selective harvesting of trees for personal use as firewood and the removal of dead trees shall be allowed.

ARTICLE IV

IMPROVEMENT RESTRICTIONS

3.1 Minimum Dwelling Sizes. The living area within any residence constructed on a Lot measured from the outside of the exterior walls, including utility rooms, but exclusive of cellars, open porches, basements, garages, breezeways and other similar additions, shall not be less than one thousand two hundred (1,200) square feet in size. All residences and garages shall have a minimum roof pitch of 5/12. All fireplace or wood stove chimneys shall be enclosed in a chase.

3.2 Building Location. All buildings shall be located on their respective lots in accordance with the applicable state, county or municipal statutes, regulations, ordinances or other applicable laws. In addition, no building or other structure permitted under this Declaration shall be located closer than thirty (30) feet to any public road, or fifteen (15) feet from any side or rear Lot line.

3.3 Materials and Color Schemes. All residences or garages on any Lot shall be of new materials and new construction. The exterior of all residences and garages shall be constructed of brick, stone, wood or maintenance free siding (such as vinyl or aluminum), and such exteriors shall be consistent in materials and color scheme. Finishes shall be of colors that are in harmony with the colors of the natural surrounding, such as those commonly referred to as "earth tones".

3.4 Completion. All residences and garages must be completed within one (1) year of commencement of construction.

3.5 Manufactured Homes. Modular (factory homes) built on site are permitted, provided, they comply with all applicable municipal ordinances, meet all State of Wisconsin Uniform Dwelling Code requirements, and comply with all restrictions and requirements of this Declaration.

3.6 Outbuildings. Any outbuilding constructed on a Lot shall be of the same style as the style of the residence on the Lot, and the exterior finish of such structure shall match the residence in style, color and quality of materials.

ARTICLE IV

ENFORCEMENT

4.1 Covenants to Run with Land. Each grantee of the Developer, by the acceptance of a deed of conveyance, or each purchaser under any Land Contract or contract for any deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, which shall all be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

4.2 Enforcement Rights of Owners. Each Owner of a Lot shall have the right to enforce all matters set forth in this Declaration including, without limitation, matters with respect to the use or improvement of the Lots. In exercising their enforcement rights, each Owner shall have the right to: (i) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and (ii) to collect damages for any harm caused by such breach.

Any aggrieved Owner shall be entitled to recover against the offending Owner all costs of any enforcement action taken pursuant to this Article IV, including attorneys' fees and costs of litigation/alternative dispute resolution as incurred in such enforcement. Each remedy set forth in this Declaration, shall be in addition to all other rights and remedies available in law or equity. All remedies shall be cumulative and the aggrieved Owner's election of one remedy shall not constitute a waiver of any other. Any forbearance or failure of an Owner to exercise any right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver shall be obtained from the Owner.

ARTICLE V

MISCELLANEOUS

5.1 Amendments to Declaration. Any provision of this Declaration may be amended with the express written consent of the Owners who collectively own at least seventy-five (75%) percent of the Lots and where applicable, the mortgagee of said Lots. Any amendment shall be effective when it is recorded in the office of the Register of Deeds for Adams County, Wisconsin.

EXHIBIT "A"

REAL ESTATE

Lots 6,7,8 and 9 of CSM No. 4994, recorded in the office of the Adams County Register of Deeds on July 12, 2006 in Volume 25, Pages 49-50, as Document #456775, being a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Town 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin.

Lots 2, 3, 4 and 5 of CSM No. 4995, recorded in the office of the Adams County Register of Deeds on July 12, 2006 in Volume 25, Pages 51-52, as Document #456776, being a part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Town 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin.

Lots 1, 2 and 3 of CSM No. 4996, recorded in the office of the Adams County Register of Deeds on July 12, 2006 in Volume 25, Pages 53-54, as Document #456777, being a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Town 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin.

Lots 4 and 5 of CSM No. 4997, recorded in the office of the Adams County Register of Deeds on July 12, 2006 in Volume 25, Page 55-56, as Document #456778, being a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14 all in Town 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin.