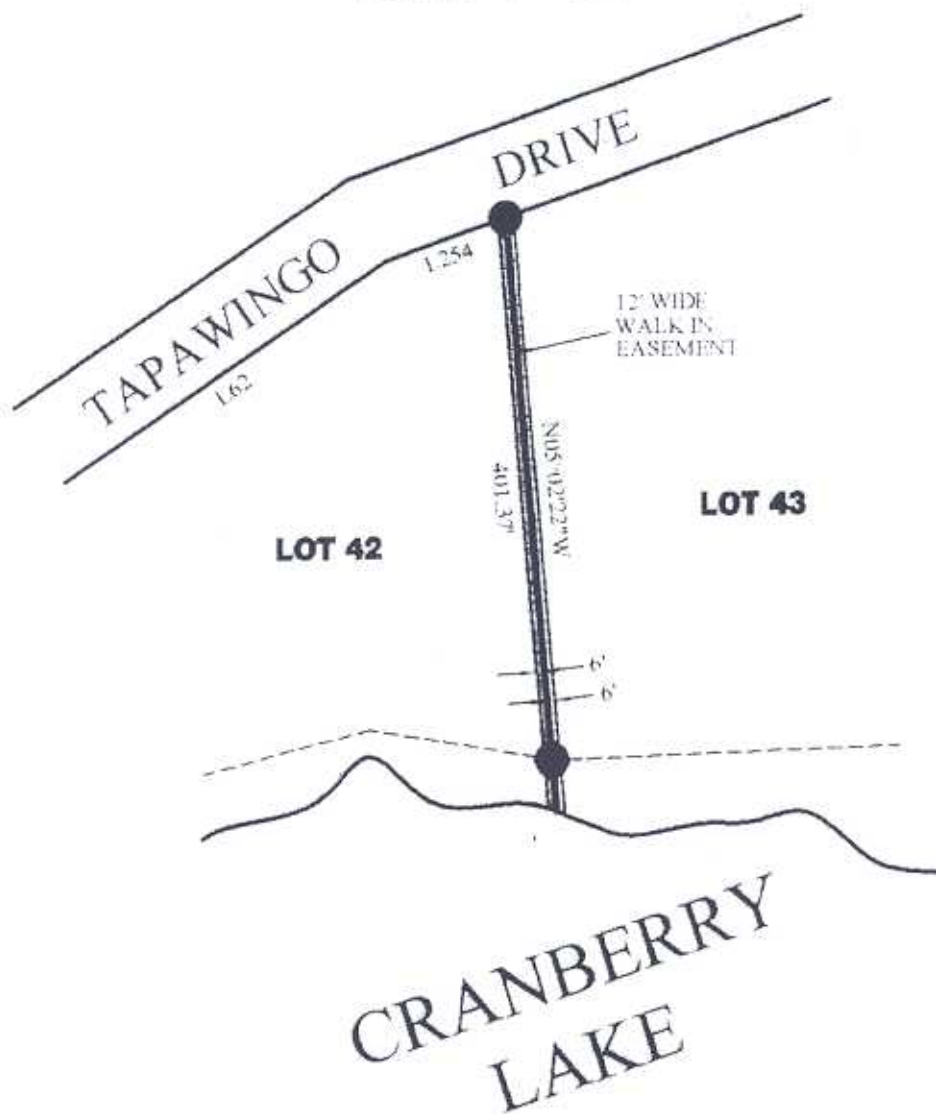


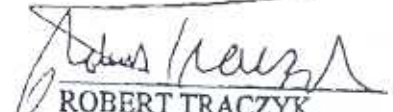
DETAIL "F"

SCALE " 1" = 200'



**TAPAWINGO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

8 PG \$25
SS. {IRON COUNTY, WIS}
REGISTER OF DEEDS OFFICE
DOCUMENT # 133044
RECORDED ON
1-MAR-2004 11:00 AM


ROBERT TRACZYK
REGISTER OF DEEDS

THIS DECLARATION, made this 15th day of March, 2004, by Taylor Investment Corporation of Wisconsin, a Corporation under the laws of the State of Minnesota (hereinafter referred to as Declarant).

WITNESSETH:

Return To: Taylor Investment Corporation

P. O. Box 108, Muskego, WI 54548

WHEREAS, Declarant is the owner of the real property legally described as:
County Plat of Tapawingo recorded Jan 28, 2004, 2003 as Document No. 132820
according to the recorded Plat thereof, Iron County, Wisconsin.
Located in the TOWN OF OMA

WHEREAS, Declarant, desires to provide for the preservation of the values and amenities of Subject Property and, to this end desire to subject aforesaid Subject Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of Subject Property as a whole and all owners of any part thereof.

NOW, THEREFORE, Declarant does hereby give notice to all purchasers and their successors of any portion of Subject Property herein before described and whomsoever it may concern that Subject Property is, and each and every conveyance or any portion of Subject Property will be subject to the following covenants, conditions, restrictions and charges which will inure to the benefit of and pass with Subject Property, and each every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

ARTICLE I GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of Subject Property; to insure the highest and best development for Subject Property, to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each parcel; to promote harmonious improvement of Subject Property; to secure and maintain proper setbacks from the roads, and adequate free spaces between structures; and in general to provide adequately for a high type in quality and improvement in Subject Property, and thereby to preserve and enhance the value of investments made by purchasers of Subject Property therein.

ARTICLE II USE OF LAND

All terms, regulations and conditions of any applicable township, county, or state zoning or subdivision ordinances, statute or regulation shall be and remain in effect. Any applicable Federal statutes or regulations shall also be and remain in effect. Subject property shall not be further subdivided.

No noxious or offensive trade or activity shall be carried on upon the Subject Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

No mobile homes, junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a dwelling. Travel trailers and camping shall be

permitted in accordance with Iron County and Town of Oma zoning regulations. Travel trailers shall not be used as a permanent dwelling.

No on-site unhoused storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used will be allowed, provided they are not kept closer than 30 feet from any public road right of way and 10 feet from any property line.

Outdoor toilets shall not be permitted.

No cows, goats, sheep, poultry or fowl of any kind will be permitted to be kept on any part of Subject Property. Pets will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be in accordance with any other applicable ordinance. All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

Driveway permits required by the Town of Oma and Iron County. Lots 39 and 40 will access Hwy "G" via the established easement (existing driveway).

The following restrictions are hereby included in the covenants as part of the environmental mitigation required by Department of the Army, Corps of Engineers, Permit No. 04-00240-JRB. As referenced below, the "Covenantor" is the owner of the Subject Property, its successors and assigns if any, and any third party holding or professing to hold, any legal or equitable title to the Conservancy Area; "Conservancy Area" refers to the areas delineated as wetlands by Coleman Engineering (Job # SI-03335) and recorded on County Plat of Tapawingo in the spring of 2004; and "Government" refers to the U.S. Army Corps of Engineers and its successors.

The Covenantor, for valuable consideration received, does hereby establish, give and assign to the Government an assignable right to enforce the following restrictions against the Covenantor, its successors and assigns if any; any third party holding or professing to hold, any

legal or equitable title to the Conservancy Area; or any trespasser or interloper committing any act on or near the premises inconsistent with these covenants:

- a. The right of the Government to enforce by proceedings at law or in equity the Covenants hereinafter set forth. The right shall include but not limited to, the right to bring action in any court of competent jurisdiction to enforce the terms of these Covenants, to require restoration of this property to its natural condition or to enjoin non-compliance by appropriate injunction relief. The Government does not waive or forfeit the right to take action as may be necessary to ensure compliance with terms of these covenants by any prior failure to act. Nothing herein shall be construed to entitle the Government to institute any enforcement actions against the Covenantor for any changes to the Conservancy Area due to causes beyond the Covenantor's fault or negligence (such as fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties).
- b. The right of the Government, its contractors, agents and invitees, to enter the Conservancy Area, in a reasonable manner and at reasonable times, for the purpose of inspecting the Conservancy Area to determine if the Covenantor is complying with the Covenants and promises.

The Covenantor makes the following covenants on behalf of itself and its heirs, successors and assigns, which covenants shall run with and bind the Conservancy Area in perpetuity. The uses of the Conservancy Area are restricted as follows: No buildings or structures shall be built or placed; no dumping or disposal of any waste or other material; no dredging, filling, excavating, mining, drilling or removal of topsoil, sand, or other materials; no plowing, tilling, planting, or other agricultural activities; no altering hydrology by diverting, draining, or pumping surface or ground water into or out of the Conservancy Area; no removal, cutting, mowing, or alteration of any vegetation or change in the natural habitat in any manner, except as necessary to control noxious weeds as required by Federal, state, or local laws.

These covenants do not authorize entry upon or use of the Conservancy Area by the general public. The Covenantor and invitees may hunt and fish in the Conservancy Area so long as they comply with federal, state and local game and fishery regulations. Nothing herein shall be construed as limiting the right of the Covenantor to sell, give or otherwise convey the Conservancy Area, or any portion or portions thereof, provided the conveyance is subject to the terms of these covenants.

NOTICE: The Subject Property may contain waters and wetlands not located within the Conservancy Area. Federal, state, and local permits may be required to fill, drain, or otherwise disturb those waters or wetlands.

ARTICLE III

TYPE OF MATERIAL SIZE OF STRUCTURE

All structures erected shall be of new materials and new construction and shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, metal, wood or maintenance free siding (example, steel, vinyl, aluminum) and such exterior must be suitably finished.

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".

All homes, cabins, or other dwellings, whether permanent, seasonal or recreational shall be at least 1,200 square feet in size for lots 2-36 and 840 square feet in size for all remaining lots. This square foot requirement does not apply to travel trailers which are stored on property.

ARTICLE IV

GARBAGE AND REFUSE DISPOSAL

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

ARTICLE V BUILDING LOCATION

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws which shall supersede any provisions contained herein. In addition, no building, trailer or other structure permitted under the terms of this agreement shall be located closer than 75' from the ordinary high water mark, 63' from the center line of the road, and 15 feet from the back or side yard line.

ARTICLE VI TIMBER REMOVAL

Cutting of Subject Property will not be allowed 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 Subject Property. Selective harvesting of trees for personal use as firewood will be allowed.

ARTICLE VII TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, assigns, and any third parties and shall remain in full force and effect until and unless an instrument signed by two-thirds of the then owners of Subject Property has been recorded, agreeing to change said covenants. Notwithstanding the foregoing, the Conservancy Area restrictions may not be modified, altered, or removed without the written consent of the U.S. Army Corps of Engineers (or its successors). The consent must be recorded with the deed to the property.

If any lot owner or persons in possession of any of said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto.

The invalidation of any one of these covenants or restrictions by judgment of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS HEREOF, Taylor Investment Corporation of Wisconsin, a Minnesota Corporation, do hereby cause this instrument to be executed in its name on the day and year first written above.

TAYLOR INVESTMENT CORPORATION
OF WISCONSIN

BY: _____

Jason DeBroux
Assistant Vice-President

STATE OF WISCONSIN)
)

COUNTY OF ONEIDA)

On this 15th day of March, 2004, before me a Notary Public, personally appeared the above named Jason DeBroux, to me known to be the Assistant Vice-President of Taylor Investment Corporation of Wisconsin, a corporation under the laws of the State of Minnesota, and foregoing instrument, was signed on behalf of said corporation by authority of its Board of Directors and said Jason DeBroux acknowledged said instrument to be the free act and deed of said corporation.



Mary E. Dreger

Oneida County Notary Public

My commission expires: March 18, 2007

