

PROTECTIVE COVENANTS

STATE OF WISCONSIN)

) SS

DUNN COUNTY)

This declaration made this 3rd day of March, 1972, by Gary L. Bakke, Judith L. Bakke, James A. Drill, Jane Ann Drill, Joseph C. Schumacher, Frank C. Schumacher, Rita M. Schumacher and the Bank of New Richmond, hereinafter jointly referred to as the "Declarant";

Whereas, the declarant is the owner of real property situated in Dunn County, Wisconsin, described as Tainter Trail Estates, a plat of a portion of the Town of Tainter, Dunn County, Wisconsin, which plat is filed in the office of the Register of Deeds, for Dunn County, Wisconsin, in Volume 5 of Plats, on Page 27; and,

Whereas, the declarant is desirous of subjecting said real property to certain conditions, restrictions, covenants and charges for the benefit of said real property and its present and subsequent owners as hereinafter set forth.

Now, therefore, Gary L. Bakke, Judith L. Bakke, James A. Drill, Jane Ann Drill, Joseph C. Schumacher, Frank C. Schumacher, Rita M. Schumacher and the Bank of New Richmond hereby impose upon the real property above described the following conditions, restrictions, covenants and charges which shall run with the land and be binding upon and inure to the benefit of the owners of said land, their heirs, executors, administrators, successors, and assigns:

A. AREA OF APPLICATION

Unless otherwise specified herein, the covenants shall apply to all lots of Tainter Trail Estates except lots 36 through 40.

B. LAND USE

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 single-family dwelling and a private garage for not more than two cars.

C. TYPE OF BUILDING

Any building erected on any lot must have a full foundation, except for porches, sun decks, patios and similar appurtenances. No single story dwelling shall be erected or maintained having a ground floor living area of less than 600 feet, and no dwelling of more than one story shall be erected or maintained having a ground floor living area of less than 500 square feet. Porches, sun decks, basements, attics, attached garages, breezeways, carports and crawl spaces shall be excluded from the calculation of ground floor living area.

No dwelling of more than one and one half stories shall be erected or maintained on lots 52, 53, 54, 57, 58, 59 or 60.

D. MOBILE HOMES

No mobile homes, except camper vehicles as hereinafter permitted, shall be permitted on any lot. A mobile home is defined as that which is, or was as originally constructed, designed to be transported by any motor vehicle upon a public highway, and designed, equipped and used primarily for sleeping, eating and living quarters or is intended to be so used, and includes any additions, attachments, annexes, foundations and appurtenances.

E. CAMPING

Camping shall be permitted on any property for five years after the initial purchase from declarants. Camping equipment shall be removed from property when not in use. Camping in tents which are not mounted on mobile units shall be permitted at any time. No camping shelters, including mobile units or vehicles, shall be parked on any premises outside of an enclosed garage at any time for more than 24 hours when not occupied.

F. COMPLETION OF CONSTRUCTION WORK

All building exteriors, including exterior color, shall be completed within 180 days from the date construction begins. All buildings must be roofed with dark colored roofing material or cedar shingles or shakes, and all building exteriors, exclusive of brick or stone, shall be stained or painted in a natural color compatible with the landscape.

G. PETS

No animals shall be kept or maintained on any lot except the usual household pets, and in such cases the pets shall be so kept and maintained as not to become an annoyance or nuisance to other residents in the development by reason of movement, noise or odor.

H. USE AND ENJOYMENT OF COMMON PROPERTIES

By separate deed, declarants have granted to the owner of each lot an undivided 1/77 interest in common, with the owners of the other lots, in greenways designated on said plat as Outlots 2, 3, 4, 5 and 6. Said parcels shall be used exclusively as pedestrian pathways, common greenways and nature trails. Motorized vehicles, including, but not limited to, automobiles, trucks, snowmobiles, motorcycles and trail bikes, are prohibited in said areas.

I. DURATION OF THE PROTECTIVE COVENANTS AND RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner, their respective heirs, successors and assigns for a term of 25 years from the date this declaration is recorded. After the expiration of said 25 year term, the covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of 2/3 of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.

J. ENFORCEMENT

Enforcement of the covenants and restrictions of this declaration shall be by any proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages, or both.

K. SEVERABILITY

Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

In witness whereof, the parties have hereunto set their hands and seals this 3rd day of March, 1972.

/s/ James A. Drill

/s/ Gary L. Bakke

/s/ Jane Ann Drill

/s/ Judith L. Bakke

/s/ Joseph C. Schumacher

BANK OF NEW RICHMOND

/s/ Frank C. Schumacher

By
/s/ A. J. Peterson, President

/s/ Rita M. Schumacher

By
/s/ James A. Gretz, Vice President

Signatures of Gary L. Bakke, Judith L. Bakke, James A. Drill, Jane Ann Drill, Joseph C. Schumacher, Frank C. Schumacher, Rita M. Schumacher, A. J. Peterson and James A. Gretz authenticated this 3rd day of March, 1972.

/s/ L. R. Reinstra
Member State Bar of Wisconsin

This instrument drafted by:

DOAR, DRILL, NORMAN & BAKKE

Recorded March 8, 1972
in office of Register of
Deeds for Dunn County
Wisconsin at 9:45 A.M.
in Vol. 227 records at
pages 176-180 as document
number 295882