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Document Number

THIRD AMENDMENT TO DECLARATION OF
RESTRICTIONS TO TUCKAWAY ESTATES
ADDITION TO THE TOWNSHIP OF
MANCHESTER

Document Title

See attached sheet

386 153

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SHARI MARG
REGISTER OF DEEDS
JACKSON COUNTY, WI

Recording Area

#20

Name and Return Address

Attorney Eric F. Stutz
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P.O. Box 370
Black River Falls, WI 54615

THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS TO TUCKAWAY ESTATES ADDITION
TO THE TOWNSHIP OF MANCHESTER

WHEREAS, on January 21, 1997, the initial Declaration of Restrictions to TUCKAWAY ESTATES ADDITION to the Township of Manchester was recorded in Volume 350 of Records, page 924 as Document No. 281786 in the office of Register of Deeds for Jackson County, Wisconsin; and,

WHEREAS, the First Amendment to the above-described Restrictive Covenants was recorded on August 25, 1998 in Volume 365 of Records, page 635 as Document No. 289531 in the office of Register of Deeds for Jackson County, Wisconsin; and,

WHEREAS, the Second Amendment to the Restrictive Covenants was recorded on May 12, 1999 in Volume 373 of Records, page 314 as Document No. 293363 in the office of the Register of Deeds for Jackson County, Wisconsin; and,

WHEREAS, in order to now codify the intended restrictions contained in the above-described documentation and to further set forth restrictions that need to be in place on the remaining lots in the TUCKAWAY ESTATES ADDITION, this Third Amendment to the Declaration of Restrictions is hereby required.

NOW, THEREFORE, a Codification of the Declaration of Restrictions to the TUCKAWAY ESTATES ADDITION to the Township of Manchester shall be as follows:

PART A - PREAMBLE

Delores M. Tucker and John A. Schildman are the owners and/or parties interested in real estate described below and wish to establish restrictions on the development of said real estate.

PART B - MEMBERSHIP

A committee is established to regulate the use of said lands and shall be composed of Delores M. Tucker, John A. Schildman and Deedee Morris. In the event of the death or resignation of one of the members of that committee, the remaining members shall have the power to designate a successor.

PART C - COVENANTS

It is agreed by and between the undersigned for the benefit of said parcels as hereinafter described in said TUCKAWAY ESTATES ADDITION to the Township of Manchester and the future owners and purchasers thereof, that the following restrictions shall apply to said parcels in said Addition:

C-1 : DWELLING COST, QUANTITY AND SIZE. No home shall be permitted on any parcel less than 1,200 square feet on the ground floor of the main structure, exclusive of porches and a garage, except 860 square feet for a split foyer, story and a half or two story structure. A split level shall have the same structure as a ranch home. All outbuildings shall not exceed more than two stories high with a maximum of 32 feet in height. Modular and manufactured homes shall be permitted as long as all provisions or requirements of HUD, the Veteran's Administration and Wisconsin UDC have been met or exceeded. All residential buildings shall be constructed on a basement or on a permanent concrete or concrete block foundation (crawl space) surrounding the entire perimeter of the home. Plans and specifications shall be delivered to the Architectural Control Committee and written approval shall be required from the Architectural Control Committee before the installation of any modular or manufactured home. Said committee shall also be required to approve of the exterior color of any home prior to its construction or erection. Furthermore, any change in exterior color to any home after its construction must also be approved by the Architectural Control Committee.

C-2: USE OF PARCELS. All parcels shall be used for single family residential purposes only and shall not be subdivided.

C-3: BUILDING LOCATION No building shall be located on any parcel nearer than 30 feet to the front line or nearer than 25 feet from the side of said parcel. These restrictions shall not be construed in any way to modify or alter zoning ordinances to the Township of Manchester.

C-4: EASEMENTS. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channel in the easements of which may obstruct or retard the flow of water through drainage channels in the easements.

The easements of each parcel and all improvements in it shall be maintained continuously by the owner of the parcel except for those improvements for which a public authority or utility company is responsible.

C-5: NUISANCES. No noxious or offensive activity shall be carried on any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6: TEMPORARY STRUCTURES. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence either temporary or permanently.

C-7: SIGNS. No sign of any kind shall be displayed to the public view on any parcel except one professional sign of not more than two square feet or one sign of not more than five square feet advertising the property for sale or rent. However, it is understood that

the current "logo sign" or any replacement sign for TUCKAWAY ESTATES shall be entitled to remain in its present location or be relocated, if necessary, and shall not be deemed to be in violation of this provision.

C-8: GARBAGE AND REFUSE DISPOSAL. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No outdoor fireplace or incinerator shall be placed within twenty feet of an interior parcel line.

C-9: All residence buildings erected within said parcels shall be completed within eight (8) months from date of commencement and no building shall be allowed to remain with tarpaper or building paper sheeting for a period of longer than (4) four months.

C-10. All lateral utilities including cable, natural gas, electrical and any sewer and water services made available to the TUCKAWAY ESTATES ADDITION from Tucker Way Drive to the residence shall be installed underground. Oil and butane tanks are not to be visible from Tucker Way Drive unless approved by Architectural Committee.

PART D - ARCHITECTURAL CONTROL COMMITTEE

D-1: An Architectural Control Committee shall be appointed, which shall consist of three (3) members. The purpose of the Committee shall be to approve improvements made upon any of the parcels located in TUCKAWAY ESTATES ADDITION. During any time that Delores M. Tucker and/or John A. Schildman have ownership in any one or more of the parcels included in TUCKAWAY ESTATES ADDITION, the Committee shall be appointed by Delores M. Tucker and/or John A. Schildman. Any decision of the Committee shall be made by simple majority of the three (3) members. In the event of death or resignation of any member of the Committee, the remaining members shall have the authority to appoint a successor. No compensation shall be paid to any members of the committee for performance of their duties. When neither Delores M. Tucker nor John A. Schildman own any of the lots comprising TUCKAWAY ESTATES, the majority of the record title holders of the individual parcels shall have full authority to alter the membership of the Committee or to withdraw or add any powers and duties to the Committee; all such changes shall be made by a duly recorded written instrument approved by the majority of said owners.

D-2: PROCEDURE. Any request for construction or improvements upon any lot located in TUCKAWAY ESTATES ADDITION shall be submitted to the Architectural Control Committee. The Committee shall meet and shall file a written approval or disapproval of the proposed improvements within 30 days after plan and specifications of the proposed improvements have been submitted to the Committee. In the event the Committee fails to act within 30 days, and if no suit has been filed to restrain the planned construction, approval will be deemed to have been constructively made by the Committee, and that the proposed improvements are in compliance with the restrictive covenants applicable to the same.

PART E - GENERAL PROVISIONS

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E-1: TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the parcels has been recorded agreeing to change said covenants in whole.

E-2: ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants to restrain violation or to recover damages.

E-3: SEVERABILITY. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions, which shall remain in full force and effect.

E-4: AMENDMENT. These articles and restrictions may be amended by the affirmative consent in writing by the owners of seventy-five percent of the parcels in said Addition.

DESCRIPTION

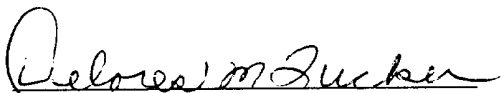
Lots 3,4,5,6,8,9,10,11,12,13,14,15,16,17 and 19 of TUCKAWAY ESTATES being a subdivision located in the Northeast Quarter of the Southwest Quarter (NE 1/4 - SW 1/4) and the Southeast Quarter of the Northwest Quarter (SE 1/4 - NW 1/4) of Section 8, Township 20 North, Range 3 West, in the Town of Manchester, Jackson County, Wisconsin.

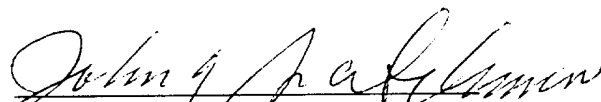
DATED: September 8, 2000

RECORDED: September 8, 2000

VOLUME 386 OF RECORDS, PAGE 153.

DOCUMENT NO.

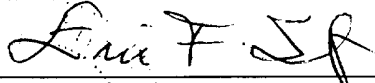

Delores M. Tucker


John A. Schildman

ACKNOWLEDGMENT

STATE OF WISCONSIN
JACKSON COUNTY

Personally came before me this 8th day of September, 2000 the above named Delores M. Tucker and John A. Schildman to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Eric F. Stutz, Notary Public
Jackson County, Wisconsin
My commission is permanent.

THIS INSTRUMENT DRAFTED BY:
ERIC F. STUTZ
ATTORNEY AT LAW