

EXHIBIT A

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 12th day of NOVEMBER, 1995, by Tom Radenz, Tracy Krueger, Jay Nieuwenhuis and Dixie Nieuwenhuis, Tenants in Common under the laws of the State of Wisconsin (hereinafter referred to as Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property legally described as:

Lot 1, Lot 2 and Lot 3 of Certified Survey Map No. 885, being part of Government Lot 7, Section 15, Township 34 North, Range 8 East recorded at the Lincoln County Register of Deeds Office, Lincoln County Courthouse, Merrill, Wisconsin.

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 and 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 prevent 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.

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

No mobile homes, no junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a residence. Modular homes and manufactured homes delivered to the site, with a minimum of 20 feet in width are permitted. No travel trailers shall be permitted for a duration in excess of 30 days within a 12 month period.

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 and 10 feet from any property line.

Outdoor toilets shall not be permitted.

No horses, 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 applicable ordinance. All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

ARTICLE III

TYPE OF MATERIAL

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 tone". All homes, cabins, or other dwellings, where permanent, seasonal or recreational shall be at least 700 square feet in size.

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 regulations.

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. A 75 foot setback from the ordinary high-water mark is required for all dwellings. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet to any public road, and 20 feet from the sideyard.

ARTICLE VI

TIMBER REMOVAL

Clear cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or for the purpose of clearing a building or camping site, lawn or 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 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, and assigns 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 changed said covenants in whole or in part.

If any lot owner or persons in possession of any 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 by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

No Provisions contained herein shall be construed to restrict Declarants or their assigns' right to construct roads or subdivide, by plat or otherwise, the real property described herein.

IN WITNESS HEREOF, Tom Radenz, Tracy Krueger, Jay Nieuwenhuis and Dixie Nieuwenhuis, does hereby cause this instrument to be executed in its name on the day and year first written above.

BY: Tracy Krueger
Tracy Krueger

BY: Thomas A. Radenz
Thomas A. Radenz

BY: Dixie Nieuwenhuis
Dixie Nieuwenhuis

BY: Jay Nieuwenhuis
Jay Nieuwenhuis

STATE OF WISCONSIN)

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COUNTY OF MARATHON)

On this 12th day of Nov, 1995, before me a Notary Public, personally appeared the above named to me, known to be Tenants in Common, and a foregoing instrument was signed.

Bette Nieuwenhuis

Bette Nieuwenhuis

Marathon County Notary Public

My commission expires: 5/11/97

This Instrument Was Drafted By Jay Nieuwenhuis