Destination Unknown, LLC, being the owner in fee simple of the lands described below, hereby establishes the following covenants for the benefit of all current and further owners of any lots comprising said described lands, and which shall bind and inure to all successors in interest as Restrictive Covenants running with said lands.

In order to promote the desirability of ownership and improvement of said lands, and to provide for uniform and suitable uses for the same, each conveyance of any Lot within the lands described below shall be subject to the following:

1. <u>Applicability</u>. The following restrictive covenants shall be applicable to the lands described as:

Lots One and Two in the East 10 acres of the Southwest Quarter of the Southeast Quarter, Section Twenty-two, Township Twenty North, Range Three West, Jackson County, Wisconsin.

Land Use and Building Type.

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 a one-single family dwelling not to exceed two and one-half stories in height. Only one residential structure, as a single family dwelling, shall be erected per Lot; no Lot shall be subdivided. Garages, storage buildings and other out buildings may be located upon the premises, as long as the same are in harmony with the general nature and appearance of the residential structure.

3. <u>Dwelling, Character and Quality.</u>

No building shall be erected on any Lot unless the design and location is in harmony with existing structures and locations in the tract. All exterior siding surfaces shall be finished in earth tone colors, which shall be defined to be natural or subdued shades of brown, tan, natural or wood stain finishes in shades or red, brown, tan, or similar colors.

4. <u>Building Location.</u>

No building shall be located on any parcel nearer than 75 feet to the rear Lot line or nearer than 20 feet from a side Lot line, nor closer than 75 feet from the ordinary high water mark of Robinson Creek. These restrictions shall not be construed in any way to modify or alter any zoning ordinances of the Town of Manchester, if any. Any such zoning ordinances which are more restrictive in nature shall apply to the premises.

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REGISTER OF DEEDS
JACKSON COUNTY, WI
Destination
Unknown 17.00

5. <u>Construction</u>.

All structures shall be newly constructed. No basement homes shall be constructed or allowed at any time, even if intended for temporary use. No mobile, prefabricated, or premanufactured homes may be built or on any lot.

6. Completion.

All residential buildings constructed upon any of the Lots shall be completed within six (6) months from the date of commencement, and no building shall be allowed to remain with tar paper or other covering, insulating paper or sheeting, for a period longer than three (3) months.

7. Easements.

Other than platted and/or dedicated roadways, each lot may be subject to nonexclusive easements for access. In addition, each Lot may be subject to public utility easements. Each Lot owner will be made aware of any such easements and will be required to comply with any restrictions or use requirements as established. No Lot owner may act in any manner which will interfere with easement rights held by others so as to prevent others from authorized roadway or utility usage.

8. <u>Pets/Animal Restrictions.</u>

Only common and domestic house pets shall be allowed. No farm animals, including horses or other wild animals of any sort shall be kept upon the premises.

9. Condition of Premises.

No Lot shall be used or maintained as a dumping ground for any form of garbage, trash or rubbish. All Lots shall be kept free from all trash, garbage, inoperable vehicles of any time, and other forms of waste. All common household garbage and trash shall be kept in appropriate covered containers. All vehicles, snowmobiles, ATVs, and like equipment, including lawn equipment, shall be stored in garages or approved outbuildings.

10. Temporary Structures.

No structure of a temporary character, basement, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence. Camping shall be permitted consistent with the provisions of Jackson County Zoning Ordinances.

11. Compliance with Governmental Requirements.

All Lots shall be subject to the planning and zoning requirements of the Town of Manchester and the County of Jackson. All requirements for water and sewer systems established by said Town or County shall apply. In addition, each Lot owner shall comply with any rules and regulations developed by the Wisconsin Department of Industry, Labor and Human Relations, or subsequent governing agency, as may be applicable.

12. Duration and Modification.

These covenants and restrictions shall run with and bind the lands comprising the Addition and shall inure to the benefit of and be enforceable by each owner of a lot within the Addition, including assignees, successors and heirs, for a period of 20 years from the date hereof. After expiration of said 20-year term, these covenants and restrictions shall automatically be extended for successive periods of 10 years.

These Restrictive Covenants may be modified as of the date of recording in the county in which the lands are located upon a Notice of Modification signed by the owners of all of the lots comprising said lands.

These Restrictive Covenants shall terminate as of the date of recording in the county in which the lands are located upon a Notice of Termination signed by the owners of all of the lots comprising said lands.

13. Severability.

If any one of these restrictions shall be deemed invalid, it shall not affect the enforceability or validity of any other restriction.

14. Enforcement.

Enforcement of these declarations shall be by any proceeding at law or in equity brought by any owner of a lot within said lands. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Dated this 26 day of June, 2002.

Destination Unknown, LLC

By:

ACKNOWLEDGMENT

| STATE OF WISCONSIN |) |
|--------------------|------------|
| COUNTY OF JACKSON |)·ss.) |

Personally came before me this <u>26</u> day of June, 2002, the above named Mary J. Wegman to me known to be the person who executed the foregoing document and acknowledge the same.

Dennis A. Guenther , Notary Public Jackson County, Wisconsin

My Commission expires: June 27, 2004

This document was prepared by Attorney Paul Bohac, Black River Falls, WI