

DECLARATION OF RESTRICTIONS

This Declaration is made by SAMSYL FARMS, a partnership ("Owner").

WHEREAS, the Owner owns the Samsyl Estates Subdivision No. 1, which consists of the following described two parcels of land:

PARCEL A: Lots 1 and 2 of Certified Survey Map No. 3208 as recorded in Volume 21 of Certified Survey Maps of Columbia County on Page 73, in the Columbia County Register of Deeds Office; said lands being part of the Northwest 1/4 of the Southeast 1/4 of Section 25, Township 13 North, Range 12 East, Town of Randolph, Columbia County, Wisconsin.

PARCEL B: Approximately fourteen (14) residential lots to be subdivided from the following described real estate: Lands being all that part of the Southwest 1/4 of the Southeast 1/4, that part of the Northwest 1/4 of the Southeast 1/4 and that part of the Northeast 1/4 of the Southeast 1/4, all in Section 25, Township 13 North, Range 12 East, Town of Randolph, Columbia County, Wisconsin; all lying Southerly of the centerline of Dillman Road, Westerly of S.T.H. '73' and Northerly of the centerline of a creek; excepting therefrom Certified Survey Map No. 1603 as recorded in Volume 8 of Certified Surveys on Page 17 in the Columbia County Register of Deeds Office.

The above described real estate shall hereafter be referred to as the "Subdivision".

WHEREAS, the Owner desires to subject the subdivision to the conditions, covenants, restrictions, reservations and easements set forth below for the benefit of each lot owner,

NOW, THEREFORE, the Owner makes the following declarations to limitations, restrictions and uses to which the lots may be put, and specifies that such declarations shall constitute covenants to run with all of the lots, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners of the lots, this declaration of restrictions being designed for the purpose of keeping the lots desirable, uniform, and suitable in use as specified below.

ARTICLE I: PROPERTY SUBJECT TO DECLARATION

The property listed above shall be subject to this Declaration, including all lots, outlots, tracts and parcels thereof.

ARTICLE II: PURPOSE

The purpose of these restrictions is to insure the use of the property for attractive residential purposes, to prevent nuisances and impairment of the attractiveness of the property, and to maintain the desired tone of the neighborhood, and thereby secure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.

ARTICLE III: USE RESTRICTIONS

A. No business, trade, farming endeavors, commercial storage, or manufacture of any description shall be conducted upon any land included in the plat of the Subdivision or in any home therein, unless first approved by the committee set up under subparagraph K below. Without said approval, all land in the Subdivision and all buildings shall be used only for residential purposes. Once approval is given, approval may not be withdrawn by the committee except in cases where the permitted use has been discontinued for a one year period or greater, in which case the committee could after that period of time and upon prior notice to the Owner withdraw said permission.

B. No advertising signs shall be erected upon the premises except "FOR SALE" signs.

C. No building shall be erected on any lot except one single family dwelling and garage. The garage shall be limited to a private garage for no more than three cars and reasonable storage. No outbuildings may be erected except for uses incidental to private recreational purposes, including swimming pools, and for the maintenance of the grounds. The exterior of any outbuilding or garage shall match the exterior of the home on the lot.

D. No home or garage shall be erected within fifteen (15) feet of any property line, or closer than required by applicable zoning rules if the zoning rules require a longer setback.

E. No residence shall be erected on the property hereby conveyed which contains less than 1,700 square feet of living space. Basement and garage space shall not be included in the

square footage. House construction must be finished within one year of commencement. No residence shall be occupied until completed.

F. No house trailers, mobile homes or travel trailers shall be allowed on the premises at any time except for a period of eight (8) weeks in each calendar year unless stored inside a garage.

G. No building previously erected and used elsewhere shall be moved onto any parcel. This prohibition does not prevent the building of prefabricated or other prebuilt homes or structures so long as they were not placed and used in a different location prior to their placement within this subdivision.

H. The owner of each lot agrees to maintain his premises and keep the grass and weeds cut.

I. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other normal household pets may be kept so long as not kept, bred or maintained for any commercial purpose nor shall more than two (2) dogs and two (2) cats be kept on one lot.

No person shall knowingly keep or harbor any vicious dog which may assault a person peacefully walking or riding on public roads, or while lawfully on the premises of such a dog, or elsewhere in the Subdivision. Dogs or pets shall not be permitted to run at large, but shall be kept on the premises of the owner unless they are under control of the owner or responsible persons.

Any dog that habitually howls, barks, or yelps, must be brought under control of the keeper to the elimination of such disturbance of the peace.

All dog kennels shall be screened by opaque fencing, dividers or similar screening that will effectively block any view of the kennel interior from any other lot. No kennel shall be located closer than 30 feet from any lot line.

J. No temporary structure or non-registered vehicles, including without limitation, any trailer, motor home, truck, boat, mobile home, shack, garage, barn, or other out-building, except as otherwise permitted under these restrictions, shall be used on any lot for temporary or permanent housing, sleeping or other residential purposes, nor parked, kept or stored on said lot outside the garage for any other purpose.

K. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, grades and/or elevations, erosion control plan, and plot plan

showing the location of such building have been approved in writing as to conformity and harmony of external design with the existing structures in the plat, and as to the location of the building with respect to topography and finished ground elevation, by a committee formed of Sam Vander Galien, Jr. and Sylvia Vander Galien. In the event of the death, incapacity or resignation of either of said members of said committee, the remaining present member shall have the power to appoint a new committee member. In the event that both present members die, become incapacitated, resign, or no longer own any real estate in the Subdivision, a majority of the lot owners shall have the authority to appoint new committee members. In the event said committee or its designated representative fails to approve or disapprove such design or location as provided herein within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with.

ARTICLE IV: ENFORCEMENT

These restrictions shall operate as covenants running with the land for the benefit of any and all persons who may now own, or who may in the future own, the lots, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them, from any violation thereof. However, no violation or breach of any covenant, condition, restriction or other term or provision of these declarations shall under any circumstances cause a reversion of title.

ARTICLE V: MODIFICATION AND TERMINATION

The covenants, agreements, conditions, reservations and restrictions created herein may be waived, terminated or modified with the written consent of the owners of 75% or more of the lots. Each lot shall have one vote. No such waiver, termination or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Register of Deeds for Columbia County, Wisconsin.

ARTICLE VI: PARTIAL INVALIDITY

If any covenant, condition or restriction contained herein, or any portion thereof, is found to be invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction contained in this declaration.

IN WITNESS WHEREOF, this Declaration of Restrictions and covenants is executed by Sam Vander Galien, Jr. and Sylvia Vander Galien, who hereby declare that they are the only partners of Samsyl Farms, a partnership, this 13th day of May, 1999.

Sam Vander Galien, Jr.
Sam Vander Galien, Jr.

Sylvia Vander Galien
Sylvia Vander Galien

STATE OF WISCONSIN)
) SS:
COUNTY OF)

Personally appeared before me this 13th day of May, 1999, the above-named Sam Vander Galien, Jr. and Sylvia Vander Galien, partners of Samsyl Farms, a partnership, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Elizabeth Bomsin

Notary Public, State of Wisconsin
My Commission Expires March 5, 2000.

This Instrument Drafted By:
Buchholz & Sias Law Offices, LLP
Waupun, WI 53963