

This Agreement made the 1st day of October, 2002
and between, Donald A Schley and Nola F. Schley
husband and wife;

Whereas, We owners of a parcel(s) of land in the County
of Dunn, State of Wisconsin, legally described as follows

Certified Survey Map no. 2632, Volume 11 page 172.
Located in the NE ¼ of the SW ¼ of Section 23, T.29N,
R. 11., Town of Colfax, Dunn County, Wisconsin.

DECLARATION OF COVENANTS, RESTRICTIONS AND ROAD AGREEMENT

Whereas, all of the above parties have at least partial access to their property over the common access located on Certified Survey Map No. 2632. Volume 11, Page 172.

Whereas, the parties hereto have reached an agreement with regard to the repair and maintenance of said access located on said parcel.

Now, Therefore, the parties hereto in consideration of one dollar and other good and valuable consideration and the conditions and covenants contained herein agree as follows:

1. The parties hereto agree that the obligation and cost of repair and maintenance of said access including snow removal shall be shared equally by the owners of the parcels described herein: provided , however, that any expense other than snow removal which shall be in total amount in excess of one hundred dollars(\$100) must be expressly agreed upon in advance by a majority being ¾ of the owners given rights to utilize such easement hereto. Failure of any party to promptly pay for their share of any expense incurred in accordance with this Agreement shall result in such share becoming a lien in said party's property, and the party who has paid for such expense shall be entitled to enforce the same in any court jurisdiction.
2. The parties hereto further agree that they will not cause access on the said parcel to be interrupted by construction or other reasons within their control: and further, that if the common access is damaged or altered in any manner by or as a result of construction upon any of the premises described herein, then the owner of said premises shall repair and restore the common driveway at no expense to the other parties.
3. This Agreement shall run with the land and shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.
4. No lot shall be used except for single family dwellings.
5. No lot shall be divided under 3 (three) acres.
6. All homes must be of new construction.
7. No mobile homes or double-wide trailers. Double-wide modular homes are permitted on a basement. Modular homes are defined as a manufacture home designed with furnace and hot water heater in the basement without a steel main frame and conform to UBC.
8. 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 the other

residents in the development by reason of movement, noise or odor. The exception is 2 (two) horses maximum per lot.

- 9. An easement is reserved for each lot for utility installation and maintenance.
- 10. No part of any lot shall be used for dumping trash or refuse of any kind, except to temporary construction debris.
- 11. No storage of unlicensed vehicles or other salvage type farm machinery.

In Witness whereof, said parties have hereunto set their hands the day and year first above written.

Donald A. Schley

Nola F. Schley

STATE OF WISCONSIN)

COUNTY OF DUNN)

The foregoing instrument we acknowledged before me this _____ day of _____, 2002,
by

Notary Public, _____ County

My commission expires on: _____

This instrument drafted by : _____