

DEER TRAILS
SPRINGVILLE WISCONSIN

Conditions, Covenants, Restrictions, Reservations,
and Easements affecting the property of:

DEER TRAILS SUBDIVISION

THIS DECLARATION, made this 1st day of June, A. D., 1978,
by CARL M. KAKENMASTER and HELEN L. KAKENMASTER, hereinafter called
Declarant.

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in
Clause I of this declaration, and is desirous of subjecting said real
property to the conditions, covenants, restrictions, reservations, and
easements hereinafter set forth, each and all of which is and are for
the benefit of said property and each owner thereof, and shall inure
to the benefit of and pass with said property, and each and every
parcel thereof; -

NOW THEREFORE, Declarant hereby declares that the real property
described in and referred to in Clause I hereof is,
and shall be, held, transferred, sold, conveyed, and occupied subject
to the conditions, covenants, restrictions, reservations, and
easements (sometimes hereinafter collectively referred to as
"Covenants") hereinafter set forth.

CLAUSE I

Property Subject to This Declaration

The real property which is, and shall be, held, transferred, sold,
conveyed, and occupied subject to the Covenants set forth herein is
located in the Town of Springville, Adams County, Wisconsin, and is
more particularly described as follows, to-wit:

Parcel 1

Lots 1 through 94 inclusive, outlots 1 and 2, all being in Deer Trails, a recorded Subdivision, Town of Springville, Adams County, State of Wisconsin.

Parcel 2

Certified survey map No. 673, recorded March 14, 1978 at 2:05 P.M. in Volume 3 of Certified Surveys, on pages 285-286, as Document No. 259244,

all of which real property is hereinafter referred to collectively as "Deer Trails," a subdivision plat of which is recorded in the Office of the Recorder of Deeds of Adams County, in Wisconsin.

CLAUSE II

General Purposes of This Declaration

The real property in Clause I hereof is subjected to the Covenants hereby declared to insure proper use and appropriate development and improvement of Deer Trails and every part thereof; to protect the owners of property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a highest type and quality of improvement in Deer Trails; and to insure desired high standards of maintenance and operation of community facilities and services benefited to all owners of property by maintaining and promoting the desired character of the entire Deer Trails and convenience to all residents.

CLAUSE III

Definitions

BUILDING. Any structure having a roof, supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel.

BUILDING, ACCESSORY. A subordinate building or portion of a principal building the use of which is incidental to that of the principal building and customary in connection with that use.

DECLARANT. Carl M. Kakenmaster and Helen L. Kakenmaster, their successors and assigns.

DWELLING. A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes, or trailers.

FAMILY. One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

LOT. A parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling and having frontage upon a street. Therefore, a "lot" may or may not coincide with a lot of record.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes through front, side, and rear lot lines.

STRUCTURE. Anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate structure.

CLAUSE IV

General Restrictions

1. LAND USE AND BUILDING TYPE

All lots in Deer Trails shall be used for private residence purposes only, except out lots 1 and 2 and certified survey map No. 673 labeled Community Grounds which shall be used for recreational purposes only, and no building except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected or maintained thereon, except one dwelling erected for occupancy by one family, and a private garage.

2. General Requirements

a) Only one single family residence shall be erected or maintained for the sole use of the owner on any one lot.

b) No other building may be erected prior to the Completion of the residence and then only one other building may be erected or maintained and must conform in external appearance to said residence.

c) No residential building shall be erected or maintained having a ground floor area of less than 880 square feet, exclusive of porches, projections and garages.

d) Building, including porches and extensions must have a full foundation.

e) No outside toilet or privy shall be erected or maintained. Septic system must meet State Board of Health requirements.

f) The placing of house trailers on any lot shall be prohibited.

g) Only the usual household pets shall be permitted.

3. Easements

In the recorded Plat of Subdivision of Deer Trails, Declarant has:

a) Granted an easement to Wisconsin Electric Company and Wisconsin General Telephone company and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain underground utility pipes and conduits and other underground equipment for the purpose of serving the subdivision with telephone and electric service; also the right to use the streets for said purposes, the right to enter upon the lots at all times to install, lay, Construct, renew, operate and maintain within said easement area said pipes and conduits and other underground equipment and finally the right to cut down and remove any trees, shrubs, or saplings that interfere or threaten to interfere with any of the aforesaid uses or rights therein granted. No permanent buildings or trees shall be placed on said easement but some may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with said uses or rights therein granted.

4. Home Occupations, Nuisances, and Livestock

No gainful occupation or profession, or other non-residential use, shall be conducted on property or in any buildings located in Deer Trails. No noxious or offensive activity shall be carried on, in or

upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats, over four months of age, shall be kept or maintained on any lot. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves is permitted. The use of any garage, carport, driveway, or parking area which may be in front or adjacent to or part of any lot as a habitual parking place for commercial vehicles is prohibited. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all trucks and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise.

5. Temporary Structures

No trailer, basement of an uncompleted building, tent, shack, garage, barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction.

6. River and Community Grounds

The river and community grounds within Deer Trails may be used by all residents of Deer Trails and their guests for recreational purposes. Boating, fishing, and other aquatic sports will be permitted.

7. Underground Wiring

No lines or wires for communication or the transmission of electric current or power or telephone service shall be constructed, placed, or permitted to be placed anywhere in Deer Trails other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits, or approved cables constructed, placed, and maintained underground.

8. Deer Trails Company Option to Purchase if Sold

Deer Trails reserves to itself, its successors and assigns, an assignable option to purchase any real property together with any improvements thereon in Deer Trails on the same terms and conditions as may be contained in any bona fide offer that any owner from time to time of

any such property and improvements may receive for the purchase thereof. Said Deer Trails shall have 15 days from actual receipt by it of notice from any such owner of any such offer to exercise its option to purchase said property and improvements. Said notice shall specify the terms and conditions contained in such offer, the name of the offeror, his residence address and his business and social affiliations. Said option shall be effectively exercise, if at all, by a written notice from Deer Trails mailed or delivered to said owner within said 15 day period wherein Deer Trails Company agrees to purchase said premises on said terms and conditions. Should Deer Trails fail within said period so to exercise its option, then the owner of said premises shall have the right to sell said premises to said offeror on said terms and conditions subject to each and every restriction, limitation and condition herein contained. This option shall terminate 21 years after the date on which this Declaration is recorded unless sooner terminated.

9. Deviations by Agreement With Declarant

Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth herein, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real property in Deer Trails.

CLAUSE V Deer Trails Community Association

1. CREATION AND PURPOSES

There shall be formed a Wisconsin not-for-profit association to be known as the Deer Trails Community Association (hereinafter referred to as the "Association"), whose purposes shall be to insure high standards of maintenance and operation of all property in Deer Trails by Declarant for the common use of all residents and owners of property therein and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Deer Trails.

2. MEMBERSHIP AND VOTING

Deer Trails, its successors and assigns and every record owner of a fee simple interest in Deer Trails shall become and be a member of the association and each such member, including the declarant, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

3. POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have the following powers and duties:

- a. To manage and control the community grounds within Deer Trails.
- b. To the extent such services are not provided by any governmental body.
 - (1) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the parkways which are in the streets and in the parks set aside for the general use of residents and owners of property in Deer Trails.
 - (2) To provide for the plowing and removal of snow from public sidewalks and streets.
 - (3) To provide for the cleaning of streets, gutters, catch basins, public sidewalks and for the repair and maintenance of storm sewers and appurtenant drainage facilities-
 - (4) To spray and to take other measures for mosquito and fly abatement within Deer Trails,
- c. To mow, care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and parkways in front of any property in Deer Trails neat in appearance and in good order.
- d. To provide for the maintenance of facilities in any public street or park, or on any land set aside for the general use of the property owners and residents in Deer Trails.

e. To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes:

(i) On such real estate as may be owned by it; and (ii) which may be assessed against the community grounds whether or not owned by the Association.

f. To make such improvements to the community grounds and parkways within streets in Deer Trails and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping Deer Trails a highly desirable residential community.

4. METHOD OF PROVIDING GENERAL FUNDS

a. For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Board of Governors of the Association shall determine for each year the total amount required of such fund for such year and may levy an annual assessment uniformly against each lot in Deer Trails,

b. In the event of failure of any owner to pay any assessment on or before 30 days following notice to such owner of such assessment, or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of seven per cent per annum from the due date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The association may, at its discretion, file certificates of non-payment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a fee of \$10.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

c. The liens herein provided shall be subject and subordinate to the

lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property.

d. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

5. EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR

The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

6. PROCEDURE FOR AMENDMENTS

This Clause may be amended at any time by written consent of two-thirds of the members of the Association evidenced by an agreement or agreements for that purpose duly executed and acknowledged by such members and recorded in the Office of the Recorder of Deeds of Adams County, Wisconsin.

CLAUSE VI

General Provisions

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in paragraph 2 of this Clause VI for an initial period of 30 years from the 1st day of June, 1978, and thereafter for successive periods of 25 years each.

2. The Covenants herein set forth shall run with the land and bind Declarant, their successors, grantees and assigns, and all parties claiming by, through or under them. Declarant and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of,

the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in Deer Trails any structure which is and remains in violation of the Covenants above set forth, or any of the, for a period of 30 days after actual receipt of written notice of such violation from Declarant by the owner of such lot, then Declarant shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and such owners to enforce any of the covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

3. The record owners in fee simple of the residential lots in Deer Trails may revoke, modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in this Declaration and may release from any part any or all of said covenants all or any part of the real property subject thereto, but only at the following times and in the following manner.

a. Any such change or changes may be made effective at any time within ten years from the date of recording of this Declaration if the record owners in fee simple of at least three-fourths of said lots consent thereto.

b. Any such change or changes may be made effective at the end of said initial 30 year period or any such successive 25 year period of the record owners in fee simple of at least two-thirds of said lots consent thereto at least five years prior to the end of any such period.

c. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds of Adams County, Wisconsin.

Provided, however that the prior clause may be amended at time in the manner therein set forth. A recordable certificate by an accredited abstractor or title guaranty company doing business in Adams County, Wisconsin, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and

corporations then owning property in Deer Trails and shall run with the land and bind all persons claiming by, through or under any one or more of them.

4. All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering and of the real property in Deer Trails, and note of said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage. or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors, or assigns shall hold any and all such property so purchased or acquired subject to all the Covenants, liens and other provisions of this Declaration.

5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force in effect.

6. Declarant reserves the right to vest the Association with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Adams County, Wisconsin, and Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

IN WITNESS HEREOF, CARL M. KAKENMASTER and HELEN L.

AMENDMENT OF BYLAWS — DEERTAILS CONDOMINIUM ASSOCIATION

Whereas, Section 1, of Article III of the bylaws off the Deer Trails condominium Association reads as follows:

Number, election and term of Office. The Board of Directors of the Association (sometimes referred to herein as the "Board") shall consist of six (6) members (hereinafter referred to as "directors'). Directors shall be elected by a majority of the votes present at the regular annual meeting of Association members. Each person elected to the Board at the *first* annual election and thereafter shall hold office for a term of three (3) years and until his successor shall be elected and qualified.

Now therefore be it resolved, that said Section I

of Article III of said bylaws be and hereby is amended so as to read as follows:

Number, election and term of *office*. The Board of Directors of the Association (sometimes referred to herein as the Board shall consist of one (1) member (hereinafter referred to as directors). Said director shall be elected by a majority of the votes present at the regular annual meeting of Association members. Said director shall hold office for a term of one year and until his successor shall he elected and qualified.

BOARD OF DIRECTORS

JANUARY 31, 1984

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THOMAS WEILAND

ROBERT ALTON

CARL STREHLE

CARL KAKENMASTER