

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT HAUGHT CONSTRUCTION, INC., A BODY ORGANIZED UNDER THE LAWS OF THE STATE OF WISCONSIN, AND H.D. SHELLENBERGER, OWNER IN FEE OF THE LANDS EMBRACED ON THIS PLAT AND DESCRIPTION OF EASTFIELD TOWNHOUSES - PHASE I, DO HEREBY DECLARE THE TRACT OR TRACTS SUBDIVISION OF LOT ONE (1), BLOCK THREE (3), HAUGHT 2nd ADDITION, IN THE TOWN OF TORRINGTON, GOSHEN COUNTY, WISCONSIN, AS APPEARS ON THIS PLAT, TO BE THEIR FREE AND CLEAR, AND IN ACCORDANCE WITH THEIR DESIRES, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE FIVE (5) FOOT WATER UTILITIES EASEMENT AS SHOWN HEREON, AND BY ACTION OF HAUGHT CONSTRUCTION, INC. AND H.D. SHELLENBERGER AUTHORIZE THE EXECUTION OF THIS DEDICATION.

HAUGHT CONSTRUCTION, INC.
 ATTEST: *David J. Haught*
 David J. Haught, President
 And *Cynthia K. Haught*
 Cynthia K. Haught, Secretary
 And *H.D. Shellenberger*
 H.D. Shellenberger



ACKNOWLEDGEMENT

STATE OF WISCONSIN ss
 COUNTY OF GOSHEN ss
 THE FOREGOING DEDICATION FOR EASTFIELD TOWNHOUSES - PHASE I, WAS ACKNOWLEDGED BEFORE ME DAVID J. HAUGHT, CYNTHIA K. HAUGHT, AND H.D. SHELLENBERGER ON THIS 11 DAY OF JANUARY, 1985.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIX THE SEAL OF MY OFFICE THIS DAY AND BEAR HEREIN MY WRITTEN TESTE.
David J. Haught
 DAVID J. HAUGHT
 My Commission Expires on August 17, 1985.

APPROVAL - TOWN OF TORRINGTON

THE FOREGOING PLAT OF EASTFIELD TOWNHOUSES - PHASE I TO THE TOWN OF TORRINGTON, GOSHEN COUNTY, WISCONSIN IS HEREBY APPROVED THIS 27th DAY OF JANUARY, 1985.
 TOWN OF TORRINGTON
 BY: *J.R. Norman*
 J.R. Norman
 ATTEST: *Alan R. Gaud*
 Alan R. Gaud
 CITY CLERK

APPROVAL - PLANNING COMMISSION

THE FOREGOING PLAT OF EASTFIELD TOWNHOUSES - PHASE I, HAS BEEN SUBMITTED AND APPROVED BY THE PLANNING COMMISSION ON THIS 27th DAY OF JANUARY, 1985.
 PLANNING COMMISSION
 BY: *J.R. Norman*
 J.R. Norman
 MAYOR
 ATTEST: *Alan R. Gaud*
 Alan R. Gaud
 TOWN CLERK

SURVEYOR'S CERTIFICATE

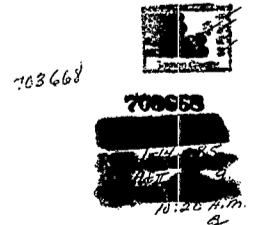
STATE OF WISCONSIN ss
 COUNTY OF GOSHEN ss
 I, ROBERT W. TAYLOR, A PROFESSIONAL LAND SURVEYOR DULY LICENSED IN THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THIS PLAT OF EASTFIELD TOWNHOUSES - PHASE I, WAS MADE FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY MADE ON JANUARY 4, 1985, AND THAT IT CORRECTLY REPRESENTS THE LOTS AND THE FIVE (5) FOOT WATER UTILITIES EASEMENT MARKED AS SHOWN ABOVE BY 1/2" x 2" PINS WITH ALUMINUM CAPS MARKED P.L.S. NO. 2891, AND THAT THE LANDS EMBRACED IN THIS SUBDIVISION ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE PART OF LOT 1, BLOCKS, HAUGHT 2nd ADDITION, TOWN OF TORRINGTON, GOSHEN COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE Southeast Corner of Lot 1, Block 3, Haught 2nd Addition, Thence 100°32'01" E Along the West Boundary of Said Lot 1 (With All Bearings in This Description Being Based on the Point of Haught 2nd Addition as duly Recorded at the Goshen County Courthouse), a Distance of 143.09 Feet; Thence S89°21'08" E Along the South Boundary of Unit E of EASTFIELD TOWNHOUSES, A Distance of 109.78 Feet to the East Boundary of Said Lot 1; Thence S00°22'01" W Along the East Boundary of Said Lot 1, a Distance of 1417.0 Feet to the Southwest Corner of Said Lot 1; Thence S89°44'07" W Along the South Boundary of Said Lot 1, a Distance of 110.00 Feet to the Point of Beginning, with Said Tract Containing 0.2691 Acres, More or Less.

Robert W. Taylor
 ROBERT W. TAYLOR
 WISCONSIN P.L.S. NO. 2891



MAP OF
 PHASE 1
EASTFIELD TOWNHOUSES

TOWNHOUSE LOTS A, B, C, D, AND E
 A SUBDIVISION OF PART OF
 LOT ONE, BLOCK THREE, HAUGHT 2nd ADDITION,
 TORRINGTON, GOSHEN COUNTY, WISCONSIN



Prepared By:
 412 Excelsior Lane, Superior, WI 54880
 P.O. Box 99
 Torrington, Wisconsin 53246

703669

STATE OF WYOMING
COUNTY OF GOSHEN

FILED 1-14, 1985
BOOK 462 PAGE 634
Wendell E. Grapes, County Clerk
10 20 A.
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DECLARATION OF RESTRICTIVE COVENANTS

Eastfield Townhouse Association

This Declaration of Restrictive Covenants is made and entered in Goshen County, Wyoming, on January: 14, 1985, by Eastfield Townhouses herein called DECLARANTS.

RECITATIONS. Declarants are all the owners of the Phase 1, Eastfield following described real property: Townhouses Lots A, B, C, D, & E, A Subdivision of Part of Lot 1, Block 3, Haught 2nd Addition, Torrington, Goshen County, Wyoming.

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Goshen County

Declarants desire to maintain the nature of Eastfield Townhouses along with fair and adequate property values in Eastfield Townhouses and therefore declare and adopt the following covenants and restrictions in consideration of their mutual interest in the above described property.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and thereby to secure to each present and future owner the full benefit and enjoyment of his property,

Declarants hereby publish and declare that all of the property described above is held and shall be held, conveyed, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed run with the above described real estate, and which bind and benefit Declarants, their successors and assigns and any person acquiring or owning an interest in the above described real property, their grantees, successors, heirs, representatives, beneficiaries and assigns.

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General Covenants

- (a) Each townhouse shall be used as a residence for a single family and for no other purpose.
- (b) No business of any kind shall be conducted in or from an townhouse nor any of the above-described real property.
- (c) No noxious or offensive activities shall be carried on in or on any townhouse.
- (d) All garbage, trash, and refuse shall be kept in covered containers.
- (e) No sign of any kind shall be displayed to public view on any townhouse sight without the prior written consent of the townhouse association, referred to below, except customary name and address signs and lawn signs advertizing a property for sale or rent..
- (f) No animals, livestock or poultry of any kind shall be raised, breed, or kept on any townhouse sight. However, dogs, cats, and other household pets may be kept subject to such rules and regulations as may be adopted by the townhouse association.
- (g) No out building, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence.
- (h) Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Further, each owner shall, at his sole cost and expense, maintain and keep his yard and townhouse lot in a good and reasonable condition and style, compatible with the condition and style of other yards and lots in the townhouse development.
- (i) No building or improvement shall be erected, placed, altered, or modified in any manner until the building plans, specifications, and particulars of such project have been approved in writing as to conformity and harmony of external design with existing structures in the neighborhood, and as to compliance with these covenants, by the board of directors of Eastfield Townhouses. In the event that said board fails to approve or disapprove such design within 30 days after the plans have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.
- (j) If all of any portion of a townhouse is damaged by casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuilt, repair, or reconstruct such townhouse in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty.

Covenants Relating to Eastfield Townhouse Association

Each and every owner of the above described property, in accepting a deed or contract for any part of the property, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the Eastfield Townhouse Association. Such Association shall have the right and responsibility of enforcing these covenants, and to approve proposed construction, modification or alteration. The right to enforce these covenants shall be cumulative, and not in substitution for, the right of way of any individual to enforce these covenants.

1. Each of the townhouse owners in Eastfield townhouse shall be a member of the Eastfield townhouse association.
2. The association shall have perpetual existence. Whenever any member ceases to own property in the development, his membership shall cease. However, he shall be replaced by the new owner of such property.
3. Each townhouse shall be entitled to one vote only regardless of the number of owners of such townhouse.
4. The affairs of the association shall be managed by a board of three directors. Directors shall be elected by the members of the association, annually. Each director shall be an owner of property within the development. The names of the first members of the board of directors are: Mrs. Alice Thomason, Mrs. Marvilyn Green, & Mrs. Mary Paxson
5. The board of directors shall have the powers and duties necessary for the administration of the association's affairs, and may do all such acts and things as are necessary for the functioning of the association, including, but not limited to, the power to contract for labor and materials, to recommend and levy assessments at annual or special meetings, to collect assessments, to bring suit, and to file notices of lien. Two members of the board shall constitute a quorum, and board decisions shall be made by a 2/3 majority vote, except for the levy of assessments which requires unanimous board approval.
6. Annual meetings of the association and the board of directors shall be held on March 21st. Other meetings of the board of directors may be held as necessary, upon providing five days written notice of such meeting to all members of the association.

III

Enforcement

If the parties hereto, or any of them, or their heirs or assigns, or any future owner of property in the development, shall violate and attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any of the above-described real estate, or for the Townhouse Association, to prosecute proceedings at law or equity against the person or persons violating or attempting to violate any of such covenants and to obtain injunctive, relief, damages, or any other available remedy.

IV

Duration

The covenants run with the land and shall be binding for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by all of the then owners of the above-described property has been recorded, agreeing to change said covenants. These covenants may be modified only by unanimous consent of the owners of the above-described property.

V

Severability

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

Covenants executed by H. D. Shellenberger and Haught Construction, Inc., partners in EASTFIELD VILLAGE DEVELOPERS, a partnership, owners in fee simple of all lots or units contained within that subdivision duly recorded and platted as EASTFIELD TOWNHOUSES, Torrington, Wyoming, a subdivision of part of Lot One, Block Three, Haught 2nd Addition, Torrington, Goshen County, Wyoming.



EASTFIELD VILLAGE DEVELOPERS, a partnership

BY [Signature]
H. D. SHELLENBERGER, partner

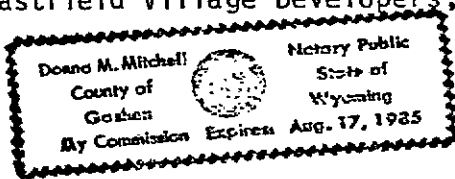
BY HAUGHT CONSTRUCTION, INC. partner

Cynthia K. Haught, Secretary

DAVID D. HAUGHT, President

State of Wyoming)
County of Goshen)^{SS}

The foregoing instrument was acknowledged before me by H. D. SHELLENBERGER and DAVID D. HAUGHT, President of Haught Construction, Inc., as partners of Eastfield Village Developers, a partnership this 14th day of January, 1983.



[Signature]
Notary Public

My Commission Expires: August 17, 1985