

LOCH LOMOND  
BEACH CLUB

WELCOME  
AND  
NEW MEMBER  
INFORMATION  
PACKET

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# Loch Lomond Beach Club, Inc.

PO Box 26

2754 28<sup>th</sup> STREET

BIRCHWOOD, WISCONSIN 54817

PHONE (715) 354-3400

Dear New Member,

On behalf of the Board of Directors, management, and members, I would like to welcome you to Loch Lomond Beach Club Inc. We are very happy that you have joined our family here in the "Woods" on beautiful Red Cedar Lake.

Your Club's property includes several parks, lake access, and numerous out lots. In addition, the Club maintains the clubhouse, provides on the lake gasoline sales, waste area, Limited boat slip rental, an activities schedule, administers the covenants that among other objectives seek to maintain the natural look and feel of the area.

Two miles north of the clubhouse is Tagalong Golf course, Lodge and Resort. The towns of Birchwood and Mikana are within five miles for groceries, bait, gasoline and fine dining. Red Cedar Lake is actually a chain of three lakes; Balsam Lake to the north and Hemlock to the south. The chain of lakes provides almost fifteen miles of boating and fishing pleasure. A Maintenance Assessment is assessed on all membership lots in the development. The assessment is used to operate and maintain the clubhouse, parks and facilities throughout the year. The maintenance assessment and Early Payment discount vary from year to year to obtain the current amounts please call 715-354-3400.

## CLUBHOUSE OPERATION HOURS

April	Sat. 9am-5pm Sun. 10am-5pm
May	Fri. 5pm-11pm Sat. 8am- 11pm Sun. 8am- 5pm
Memorial Day through Labor Day	Mon. through Sun. As posted
September	Wed. 7:30pm.-10:30pm Fri. 5pm-11pm Sat. 8am- 11pm Sun. 8am- 5pm
October	Sat. 8am-11pm Sun. 9am-5pm

I welcome you to Loch Lomond Beach Club and invite you for a complimentary cup of coffee while meeting your fellow members.

Sincerely,

Loch Lomond Beach Club Board of Directors

Loch Lomond Beach Club, Inc.  
General Information

Loch Lomond Beach Club was formed July 18, 1968. It is a Wisconsin non-profit corporation formed to foster and maintain friendship among its members, to care for and maintain club properties, enforce covenants, and to make collect charges therefore.

Loch Lomond Beach Club, Inc. is run by a seven person board of directors elected at the annual meeting. The annual meeting is held on the second Saturday in June. The board establishes a budget which is voted on by the general membership at the annual meeting. The budget determines the annual maintenance that is assed on each lot. The fiscal year runs from April 1 until March 31. There are multiple lot discounts and an early payment discount.

Ownership of a member lot gives the owner a non-assignable membership to Loch Lomond Beach Club, Inc., with this comes all the benefits and amenities and obligations of membership. Covenants and restriction run with the property. There is an architectural control policy in force. Development of any lot within the property must adhere to the guidelines of this policy. Building permits are required BEFORE site development begins. Permits may be needed from as many as three separate locations.

- Building Permits for all construction and Land Use (including recreational vehicle use) are obtained by contacting Loch Lomond Beach Club, Inc PO Box 26 Birchwood, WI 54817. 715-354-3400
  
- Building permits and land use permits are also required from the Barron County Zoning office. Sanitary permits are also issued from this office. The zoning office is located in Barron WI. 715-537-6375
  
- Driveway Permits are required and are obtained by calling the Township of Cedar Lake shop at 715-234-3817. Culverts MUST be obtained through this process.
  
- Electricity throughout the development by Excel Energy. For installation and cost information contact Excel at 800-895-4999.

## COMMON QUESTIONS

May I camp on my lot?

All temporary dwellings (campers, tents, ECT) must have a temporary dwelling permit from Loch Lomond Beach Club, Inc. Additionally a land uses permit from the Barron County zoning office is required. Loch Lomond Beach Club allows the use of a temporary dwelling from the first weekend in April through the last weekend in October.

Are boat slips available?

Loch Lomond Beach Club has long term (seasonal) and short term (day or week). There is a long waiting list (estimated in excess of 10 years) for long term slips however you may reserve short term slips in advance. Slips are for member use only and cancellation of reservations must be made 48 hours in advance to avoid charge.

What kind of buildings may I place and use on my property?

Homes, cabins, garages, storage sheds may be constructed on your lot. There are restrictive covenants that limit the size, number and placement of buildings. Campers may be permitted from April 1 until October 31. Campers require a Temporary Dwelling Permit from Loch Lomond Beach Club and a Land Use Permit from Barron County. Storage sheds are permitted and may be 12 feet wide by 12 feet long and 8 feet high. Permits for storage sheds, homes, cabins, and garages are required form Loch Lomond Beach Club and Barron County zoning before construction may begin. Sheds or garages may not be used for habitation.

Is there a minimum size restriction for homes?

All homes and cabins must have a minimum of 650 square feet of enclosed living space on the first floor.

May I have a large gathering at the clubhouse?

The clubhouse and grounds must remain open for all members to use therefore any gathering must be pre-approved by the manger to avoid conflicts. A charge may be assessed to cover additional staffing or clean up.

When is the clubhouse open?

The Clubhouse is open weekends starting the third weekend in April through May, seven day weekly Memorial Day until Labor Day, Wednesday evenings and weekends in September, and weekends in October. The Clubhouse is closed November until mid April.

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## CLUBHOUSE RULES

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### LOCH LOMOND BEACH CLUB, INC.

The Loch Lomond Beach Club has a variety of recreational activities for members and their guests. The Beach Club facilities include heated swimming pool, sauna in each locker room, tennis courts, horseshoe, shuffleboard, and docking facilities. Usage of the kitchen and bar-b-que pits are also provided with the membership. In order to provide a consistent and fair operation of the Loch Lomond Beach Club, Inc., the Loch Lomond Beach Club Board of Directors has approved the following rules and regulations.

#### Dining Room==Recreation Room

The purpose of the dining room is to provide facilities where a member and/or guest may enjoy meals or games. To facilitate these ends the following will be applicable.

1. Members using these areas for meals or games are responsible to make sure they leave these facilities as clean or cleaner than they found them.
2. Clothing, ice cream, and other miscellaneous items are made available for purchase in the dining room.

#### Lounge

1. The lounge is designed for relaxation and comfort; therefore children must be refrained from running, climbing on window benches or furniture, ball playing or other forms of roughhousing and noise making.
2. Wet swimwear is not allowed beyond the locker rooms.
3. The television set has been provided as an additional means of entertainment. Common courtesy for fellow members is requested on:
  - A. Keeping the volume low enough as not to disturb others reading or relaxing in the lounge area.
  - B. Channel selection is with the mutual consent of all viewers.
  - C. Refraining from loud noise making while playing on the pool table.
  - D. No X or R rated movies are to be shown.

## Locker Rooms

To provide a clean facility to change clothes, shower, and sauna, the following will govern the use of the locker rooms.

1. Lockers are for day use. Locks remaining in place will be removed. Items left in lockers will be placed in Lost and Found.
2. Items not claimed from Lost & Found within a reasonable length of time will be sold or donated to the needy.
3. Please do not leave valuables in unlocked lockers.
4. While using the locker room, please dispose of your litter properly.
5. Locker rooms close ½ hour before the clubhouse
6. No smoking in the locker rooms.

## Sauna

The saunas are designed to provide relaxation; they must be used carefully and with caution. The following rules will be applicable.

1. No smoking or drinking in the sauna.
2. Children under 12 must be accompanied by an adult.
3. Sauna will only be turned on by request; allow ½ hours for the room to ripen.
4. Pour water on the stones sparingly (1/2 cup), after three minutes in the sauna.
5. Use of any liquid other than water on the sauna heaters will result in denial of the use of the facility.
6. Any one found carving on the sauna walls will be denied use of facilities as determined by the manager.
7. Sauna will be turned off ½ hour before closing.

## Swimming Pool

Help keep your swimming pool clean and safe by observing the following:

1. Wrist bands are required to be worn by everyone while in the pool area.
2. Children under 12 must be accompanied by an adult.
3. No cut-offs in the pool.
4. No Band-Aids in the pool.
5. No glass or chewing gum is allowed in the pool area.
6. No running or horseplay in the pool area.
7. No foreign objects in the pool unless they are approved of by the Management.
8. Excessive volume on audio equipment will not be tolerated.

**PLEASE OBSERVE THE ABOVE RULES FOR YOUR OWN SAFETY!!**

## Tennis Courts

1. Tennis shoes must be worn at all times on the courts.
2. Tennis court play may be reserved. Please reserve your time and court at the desk. Reservations may be phoned in and take preference over open play.
3. Tennis courts are for playing tennis only – no skateboarding, roller-skating, Etc.
4. Lights are available for night time tennis. Please inquire at the Beach Club desk.

## Kitchen

To enable maximum use of the kitchen, the following is required:

1. Food preparation is restricted to the kitchen/outside facilities.
2. Please check with the management before you leave food in the refrigerator.
3. Please clean the kitchen area after you use it.
4. The cleaning of fish is not allowed in the kitchen.
5. The pizza ovens are provided in the kitchen and should be wiped after every use.
6. The microwave oven is provided for your use. Do not place metal of any kind, including aluminum foil, in the microwave.

## Patio

1. There are a limited number of bar-b-que grills – multiple use of a grill is sometimes necessary.
2. For your conveniences, disposal cans are located in various locations throughout the facility.

## Refuse

1. Trash disposal and recycling service are available at the collection site located on Lock Lomond Blvd approximately 600 ft. south of the intersection with Tagalong Lane.
2. The dumpsters are for garbage only. Building materials, appliances, and furniture are accepted on fee basis.
3. The area is open on specific days and the schedule is available at the clubhouse.
4. A Barron County Recycling container is located on the corner just North of the storage area.

### Pets

1. Pets are not permitted in the clubhouse, patio area or pool area.
2. Pets must be leashed and are not allowed on the grounds unattended.
3. Please do not curb pets on the tended lawns.

### Telephone

1. The telephone located at the front desk is for Club business use. Personal calls must be made from the phones located on top of the hill and inside the clubhouse. Incoming calls will be recorded as written messages. Outgoing long distance calls may be made using calling cards.

### Docks and Boat Launch

1. The docks provided to the north of the boat launch are for temporary docking for the purpose of loading and unloading. There is a 2 hour docking limit.
2. The parking and turn around area near the boat launch and gas pump are also for loading and unloading. Please park your trailers in the parking lot across the street from the Clubhouse. Boat trailers should not be stored in the upper parking lot for extended periods of time.
3. Most of the docks located in front of the Beach Club and located south of the gas dock are reserved seasonally by members. If reserved dock members wish to allow other members or guests to use their dock when they are not using it, they should let the staff know. Overnight rental of dock slips will be issued on a daily basis and payment is charged to your membership.
4. Information about the slips available for seasonal rental can be obtained from the front desk.
5. No member is allowed to pull up boats on the lawn in front of the beach club.

## Members and Guests

### 1. Definitions

The term “member” means the person in whose name a membership card is issued. Each owner of a lot is entitled to receive a membership card in such person’s name upon payment of the yearly maintenance assessment. In cases of multiple lot ownership a card will be issued to each owner as indicated on the deed.

The terms “renter” means any person who rents or leases a lot or dwelling from a member in good standing.

2. Except for the purchase of goods or gasoline, no person shall be permitted to use any of the club facilities without first signing, each day, a registration log maintained for that purpose at the main desk located in the Clubhouse.
3. No person may register as a guest unless a member signs the registration book or unless a member authorizes such guest registration in writing for delivery to the Club Manager in advance or at the time of guest registration. Guest registration authorization forms are available at the Beach Club desk. Any other form of authorization must include the name of each guest, the member responsible for the guest, the specific length of stay, the member’s signature and the membership card number. This authorization is not to exceed a two-week period.
5. The aggregate number of guests registered at any time per membership may not exceed ten unless prior arrangements are made and may include the payment of special fees approved by the Board of Directors of the Club. For groups of guests larger than ten special arrangements must be approved by the manager. The Manager may request Board approval at his discretion. A fee may be charged.
6. No renter will have any privilege or right to use the Club facility unless a renter has purchased usage of the Club facilities under such rules and regulations as the Board of Directors of the Club may prescribe. The fee for the usage of the Beach Club while being a renter is set at \$10 per day per person.
6. Members are prohibited from resale or other commercial use of their membership.

The adherence to the above rules and regulations will allow safety and convenience for all members. Please abide by all the rules and regulations that have been set forth. If you have any further questions, do not hesitate to ask the club manager.

Thank you

Loch Lomond Beach Club, Inc.  
Board of Directors

Rev. June – 1997



THE FOLLOWING  
IS THE COVENANTS AND  
RESTRICTIONS FOR

DIVISION 3

THERE ARE 12 SETS OF  
COVENANTS AS THERE ARE  
12 DIVISIONS WITHIN THE  
DEVELOPMENT. FOR THE  
EXACT SET FOR YOUR LOT  
CONTACT LOCH LOMOND  
BEACH CLUB.

There are 12 divisions in the Woods Development and the attached "Declaration of Covenants and Restrictions" is an example that applies to each lot. A copy of your specific division may be obtained from the management at the Club.

### DIVISION 3

No. 368933

Records Jan 28 1969

348-234 Jan 28 1969

Mar 12 1969

### DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Loch Lomond Development Co., a Washington partnership, authorized to do business in the State of Wisconsin, hereinafter referred to as declarant, does hereby declare as follows:

WHEREAS declarant is the fee owner of certain real property located in Barron County, State of Wisconsin, all lots and tracts within the plat of Loch Lomond Division No. 3 according to the plats thereof on record in the office of the County Clerk of Barron County, Wisconsin, hereinafter referred to as "said property" and

WHEREAS declarant desires to subject said property to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit of and pass with said property as covenants running with the land, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any future owners thereof, this Declaration of Covenants and Restrictions being for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as hereinafter specified; and

WHEREAS the power to enforce said restrictions, covenants, conditions, reservations, easements, liens and charges is to reside in Loch Lomond Beach Club, Inc., its successors and assigns, a non-profit corporation to be organized under the laws of the State of Wisconsin; now, therefore,

DECLARANT DOES HEREBY DECLARE THAT the above-described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. Declarant or its successors or assigns, may from time to time subject additional real property owned by it, contiguous to any of the said property above-described, to the restrictions set forth by appropriate reference thereto. This Declaration is intended to replace any and all covenants and conditions to which the said property has heretofore been subjected, and to that end all covenants and conditions heretofore made affecting the said property are hereby declared null and void.

## ARTICLE I - General Purpose of Conditions

The said property is being subjected by this Declaration to the restrictions, covenants, conditions, reservations, easements, liens, and charges hereby declared to issue the best use and the most appropriate development of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property, to preserve so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets; to provide for adequate free spaces between structures; and in general to provide for quality improvements to said property, and thereby to enhance the value of investments made by purchasers of lots, thereon.

## ARTICLE II – Covenants and Restrictions

1. Land Use. All lots, tracts, and parcels of the said property shall be used only as herein set forth and zoned; and such designated usage can be changed only by the approval of Loch Lomond Beach Club, Inc., through its Architectural, Planning and Zoning Committee, hereinafter called “Planning Committee,” as provided in the Articles of Incorporation and By-laws of said corporation. All lots of the plats of Loch Lomond Division No. 3 shall be used only for single family residence, except for such lots, tracts or parcels as are specifically designated upon the said plat for community recreational purposes, and except that nothing mentioned in the Declaration shall be constructed to prevent any of the Declarant or their successors or assigns, from erecting and maintaining or authorizing the erection and maintenance of structures and signs for the development and sale of said property while the same or any part thereof is owned by the Declarant, its successors or assigns.
2. Architectural control. No permanent structure or building shall be placed or erected upon any lot, tract or parcel of the said property which does not conform to the Town of Cedar Lake and Barron County building regulations and the requirements of the Planning Committee. No building shall be erected, placed or altered upon any lot, tract or parcel of the said property until the construction plans and specifications have been submitted to and approved in writing by the said Committee prior to the commencement of any construction. The work of Construction of all buildings and structures shall be prosecuted diligently and Continuously from commencement of construction until exteriors of such Buildings and structures are completed and painted or otherwise suitably finished and within six months of commencement. All buildings and structures shall be of new construction and no imitations of any materials shall be used for exterior finish, which shall be of wood, stone, brick, glass, steel, concrete, or a like material.

3. Building Site Limitations: No dwelling shall be permitted on any lot wherein the ground floor area of the structure shall be less than 650 square feet of enclosed living area. No dwelling shall exceed a maximum height of 24 feet from the original grade without written approval from the Planning Committee.
4. Setbacks: No building shall be located on any lot nearer than forty (40) feet to the front lot line; nor nearer than twenty (20) feet to any side street line; nor nearer than fifteen (15) feet to any interior property line: Except there shall be a lake frontage setback on each lakeshore lot or parcel of not less than seventy-five (75) feet or the meander line as shown on the plat, whichever is greater. Boathouses shall be constructed and located upon the lot in accordance with the applicable state and local regulations. For the purpose of the covenant, eaves, steps and decks shall not be considered as part of a building; Provided, however, that this shall not be constructed to permit any portion of any structure or building upon one lot to encroach upon or over another lot not held in the same ownership.
5. Minimum lot size: No dwelling shall be erected or placed on any lot having an Area of less than 20,000 square feet, in accordance with the regulations of the Town of Cedar Lake, Barron County, Wisconsin, or other applicable public agency.
6. Cuts and fills and utility, sewage and drainage easements: The right is reserved to construct and maintain public utilities on the streets and roads of the plat, either above or below ground, and to make all necessary slopes for cuts and fills upon the lots shown on the plat in the original grading of said streets or roads, together with the right to drain the streets or roads over or across any lot or lots where water may take a natural course: and declarant further reserves perpetual easement five feet wide under, over and across the rear and sides of each lot, within, continuous and parallel to the rear and side lot lines thereof, for the purpose of placing, laying, erecting, construction, maintaining and operating, or of authorizing the placement, laying erection, construction, maintenance and operation of utilities and sewerage and drainage systems. No change in the natural drainage shall be made by any lot owner without prior approval form the Planning Committee.
7. Nuisances: No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. Habitation of Temporary Structures: No structure of a temporary character, basement, tent, shack, garage, trailer, or camper or any other outbuilding shall be used on any lot at any time as a permanent or seasonal residence or dwelling, except under a temporary written permit, which may be granted upon specific time limitations of such use, in the discretion of the Planning Committee, providing such use is in compliance with local Health Department regulations.
9. Livestock: No animals, livestock or poultry of any kind shall be raised, bred or

kept on any of the said property, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, and provided such keeping does not constitute a nuisance as defined in ARTICLE II, paragraph 7, herein.

10. Refuse: No lot shall be used or maintained as dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the planning committee and the Town of Cedar Lake, Wisconsin.
11. Sewerage Systems: No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Town of Cedar Lake and Barron County Public Health Authorities. Approval of such system as installed shall be obtained from such authorities. All septic tanks shall have a minimum capacity of 750 gallons.
12. Oil Drilling: oil drilling, oil development operations, refining, mining operations Of any kind, or quarrying, shall not be permitted upon, in or under any of the lots notwithstanding the restrictions set forth in the preceding sentence. Declarant may carry on such restricted activities, in its discretion.
13. Ground Cover: No person shall strip, remove or destroy ground cover, trees, bushes and the like, whether natural or otherwise, from or upon said property; except as may be necessary in the construction of a dwelling and its appurtenances. This paragraph is in no way limited or qualified by the rights of the Club under Paragraph 3 of Article III hereof.
14. Sale or Lease. None of the said property shall be occupied, leased, rented, conveyed or otherwise alienated, nor shall the title or possession thereof pass to another unless said property occupied, leased, rented, conveyed or otherwise alienated, or title or possession thereof pass subject to membership in Loch Lomond Beach Club, Inc., as provided in Article III, Paragraph 1 hereof.
15. Out lots. All parcels of land within said property that are designated as Out lots Shall be for the exclusive recreational use of Loch Lomond Beach Club, Inc., and its members, and no building shall be built thereon that does not comply with any applicable State or local regulations.

ARTICLE III Loch Lomond Beach Club, Inc.

1. Membership: The owner of each lot of the said property shall be a member of Loch Lomond Beach Club, Inc. Each member shall be entitled to one vote for each lot owned by or held under contract of sale to him, but no more than one vote per lot shall be cast regardless of the number of owners thereof.
  
2. Dues and assessments: For the purpose of financing the activities of the Club, it is hereby declared that all the lots within the said property shall be annually assessed or charged at an initial amount of thirty (\$30.00) per year. The annual assessment (or dues) and the amount thereof shall be imposed only by the affirmative vote of a majority of the Board of Directors of the Club for each year after the initial year ending June 30, 1969, for which initial year the said assessment rate has been fixed hereby, and in the By-Laws of the Club. Such annual assessment, or dues, and the amount thereof shall be fixed by the Board of Directors at its meeting held in connection with the annual meeting of the members of the Club to be held each year in June and shall be due and payable on or before the 15<sup>th</sup> day of August succeeding, and if not then paid shall thereafter be delinquent and bear interest at the rate of six per cent per annum. Upon becoming delinquent such assessment or dues shall constitute a lien upon the property against which the same was levied, and the Club may file a statement of charges or assessment due in the office of the County Clerk of Barron County, Wisconsin. A release of said lien shall be filed by the Club on payment in full of said dues or assessments. Said lien may be enforced by the Club as may any lien or real property under the law; and if said lien is foreclosed the lot owner shall be liable for the costs and disbursements, including a reasonable attorney's fee, of the Club therein, all of which costs, disbursements and fees shall be secured by such lien; the purchases of the lots within the said property by the acceptance of deeds therefore, whether from declarant or subsequent owners of any of said property, or by the signing of contracts to purchase the same, shall become personally obligated to pay such dues or assessments, including interest, upon the lot or lots purchased or agreed to be purchased by them and shall be subject to the enforcement provisions outlined above.
  
3. Unkempt Lots: The Club shall have the right at all times to enter upon any lot of said property that is vacant or then unoccupied and after reasonable notice to the owner thereof do at the expense of the Club whatever is necessary to clean up and maintain the appearance thereof in a condition consistent with that of the other lots within said property.

#### ARTICLE IV Definitions

Wherever used in this Declaration, the following terms shall have meaning given them in this Article IV.

1. "Said Property" shall mean all the land encompassed within the plat of Loch Lomond Division No. 3, Barron County, Wisconsin.
2. "Declarant" shall mean the declarant signatory to this declaration, and its assigns and successors in interest so that it shall be clearly understood that such rights, privileges, and options as are herein reserved to or established for the Declarant are subject to assignment and transfer by it to the extent of its interest therein, and are in no way to be deemed limited to it alone or terminable by its such transfer or assignment.
3. "Club" shall mean Loch Lomond Beach Club, Inc., a Wisconsin non-profit corporation.

#### ARTICLE V General Provisions

1. Term: These covenants and restrictions are to run with the land and shall be Binding on all parties and persons claiming under them for a period of 25 years from the date this Declaration is recorded. After which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of all lots within the said property has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part.
2. Inspections: Authorized representatives of the Club are hereby authorized to Inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be only during daylight hours and upon twenty-four hours notice to the owner or occupant thereof.
3. Enforcement: The Club is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate the covenants or restrictions hereof, either to restrain such violation or to recover damages. In the event that the Club fails to take appropriate action for the enforcement of the covenants and restrictions hereof within a reasonable time after a violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning lots within the said property may take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in any such enforcement proceedings whether in law or in equity shall have from his opponent such attorney's fees as the court may deem reasonable.

4. Severability: Invalidation of any one of these covenants and restrictions or any part thereof by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.
5. Transfer of Rights: The Declarant herein shall have the right to transfer at any time or from time to time all or any of the rights, privileges and options of the Declarant to the Club. Such transfer or transfers must be in writing, and may be made conditional or revocable by their terms.
6. Amendment of Declaration: This Declaration may be amended at any time by the affirmative vote of a two- thirds majority of the voting power of the Club at an annual meeting or at any special meeting specifically called for that purpose.
7. Insertion in Deeds: The Declarant, its heirs, assigns and successors in interest, Hereby agrees to inform any prospective purchaser or lessee of any of the said property of the existence of this Declaration and the covenants and restrictions herein contained; and further agrees that in every deed or lease of said property or any portion thereof a clause reasonably identical to the following shall be inserted: "This real property is subject to the terms and conditions of a Declaration of Covenants and Restrictions dated \_\_\_\_\_ and recorded upon the records of Deeds in Barron County, Wisconsin.

Executed and acknowledged by Lawrence C. Angell, Partner in the Loch Lomond Development Co., with no seal to his signature. Venue in acknowledgement is King County, Washington; no witnesses to signature, and no expiration date given for commission of notary in public.



The following are policies  
from the LOCH LOMOND  
BEACH CLUB POLICY  
MANUAL.

POLICY AND PROCEDURES MANUAL

SUBJECT: Storage Area

POLICY # 18

EFFECTIVE DATE: \_\_\_\_\_

REVISED: 9/30/00

AUTHORIZATION: \_\_\_\_\_

PAGE: 1 OF 1

POLICY:

Loch Lomond Beach Club provides a limited secure storage area known as the vehicle storage area. This area is to be used for short-term storage only. The area is to be kept as orderly as possible.

PROCEDURE:

1. The storage area is provided only for members in good standing.
2. All items stored must display a storage area number. Numbers are available from the club management. An inventory of all items in the storage area will be on file at the Beach Club.
3. All items in storage must be on a trailer or have wheels and be moveable for storage area maintenance. Items in storage may not be locked to the fence or stored in a manner to make their movement difficult for management.
4. Items may be stored for up to 8 months after which they must be removed from storage for at least 3 months. Any items stored past 8 months may be subject to a storage fee. Storage fees are set by the Board of Directors.
5. Management will inventory the storage area periodically to determine which items are subject to storage fees.
6. Members will be required to sign a release form before items will be stored in the storage area.
7. Items will be arranged to best utilize the space available.

Loch Lomond Beach Club, Inc.  
2754 EAST LAKESHORE DRIVE  
BIRCHWOOD, WISCONSIN 54817  
PHONE (715) 354-3400

Enclosed is a LOCH LOMOND BEACH CLUB APPLICATION for a building permit in the Woods Subdivision.

Please review the *Covenants and Restrictions*, complete all information as specified on the application and return to the clubhouse. The Planning & Architecture Committee will review the application; you will be contacted if there are any questions or omissions. When approved, a signed, dated copy will be returned to you.

NOTE: You may not proceed with any construction without verbal or written permission from the Planning & Architecture Committee Chair or a designated member of the Board of Directors.

This application satisfies only those requirements of Loch Lomond Beach Club. You will usually also need permits from Barron County, Cedar Lake Township and in some instances the DNR. Obtaining these permits and conforming to their requirements is your responsibility.

Thank you for your cooperation. If you have any question, the phone number of the current Planning & Architecture Chairperson is listed on the APPLICATION.

Planning & Architecture Committee

LOCH LOMOND BEACH CLUB  
POLICY AND PROCEDURES MANUAL

SUBJECT: \_\_Architectural Control\_\_\_\_\_

POLICY #: \_\_16\_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

REVISED: 10/19/02

AUTHORIZATION:

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POLICY:

Article I of the Covenants and Restrictions states the purpose of Loch Lomond Beach Club, Inc. is:

1. To protect the owners of building sites against improper use of surrounding building sites.
2. To preserve, so far as practicable, the natural beauty of the area.
3. To guard against poorly designed or proportioned structures and structures built of improper or unsuitable materials.
4. To obtain harmonious color schemes.
5. To prevent haphazard and inharmonious improvements on building sites.
6. To secure and maintain proper setbacks.
7. In general, to provide for a high type and quality of improvement of properties, secure the erection of attractive homes and to enhance the value of investments made by purchasers of these properties.

PROCEDURE:

1. TEMPORARY DWELLINGS  
Definition: Tent, travel trailer, tent trailer, R.V.  
NO MOBILE HOMES ALLOWED

Reference: Barron County Ordinance 17.36

LOCH LOMOND BEACH CLUB  
POLICY AND PROCEDURES MANUAL

SUBJECT: ARCHITECTURAL CONTROL                      POLICY #: 16

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- a. Written permit (see Attachment 16A) for use of a temporary dwelling must be obtained, returned and approved before placement will be allowed. This document may be obtained from the clubhouse manager. This permit allows temporary dwellings on lots from April 1 to October 31. Enforcement will be handled by LLBC filing for injunctive relief for removal of temporary dwelling. Land use permits for the use of temporary dwellings are required by Barron County.

Reference: Article II Section 8 of Covenants and Restrictions. Barron County Ordinance 17.36

- b. Property owners must follow lot size, LLBCI setbacks (see Section 2.c. of this policy for setbacks) and Barron County sanitary standards that are applicable to residential structures. Driveway permits are required and issued by Cedar Lake Township.

Reference: Barron County Ordinance 17.36

- c. Recreational vehicles cannot be larger than 8 feet wide by 40 feet long.

Reference: Barron County Ordinance 17.36

Only one (1) temporary dwelling per lot is allowed.

Reference: Barron County Ordinance 17.36

LOCH LOMOND BEACH CLUB

POLICY AND PROCEDURES MANUAL

SUBJECT: Architectural Control

POLICY #: 16

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- d. Only one (1) temporary dwelling per lot is allowed.
- e. Minimum lot size must be no less than 20,000 square feet.

Reference: Barron County Ordinance 17.36 and Article II Section 5 of Covenants and Restrictions

- f. Tree and brush cutting is limited to only the necessary removal of Vegetation for building purposes. The intent being to preserve and maintain, to the extent possible, a subdivision of wooded lots. Cutting is further limited on lake lots within 75 feet of the high-water elevation and property owners can only cut a 30 foot view opening to the lake for every 100 feet of lakeshore owned. The remaining area of the lot shall insure sufficient cover to screen cars, dwellings, garages, and storage sheds.

Reference: Article II Section 13 of covenants and Restrictions and Barron County Ordinance 17.41

2. PERMANENT DWELLINGS (Houses):

- a. Driveway construction for lot access requires a permit from Cedar Lake Township. Barron County building and sanitary permits along with written Planning Committee approval must be obtained and displayed in clear view before any constructions shall begin.

Reference: Article II Section 2 of Covenants and Restrictions and Barron County Ordinances 17.41, 17.74, 17.63 and 17.64.

- b. Tree cutting only as necessary for construction is allowed (refer to f. of this Policy).
- c. Setbacks: LLBCI minimum setback distances as specified in Covenants and Chart I. Note: these setbacks differ from those of Barron County.

LOCH LOMOND BEACH CLUB  
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NOTE: WATER SETBACKS FOR LAKES OF LESS THAN 75 SURFACE ACRES ARE 100 FEET AND SIDEYARDS ARE 35 FEET EACH AS ESTABLISHED BY BARRON COUNTY. OUR SUBDIVISION CONTAINS TWO SUCH LAKES. IN ALL CASES WHEN LOT LINES AND SETBACKS ESTABLISHED BY LLBCI DIFFER FROM THOSE OF BARRON COUNTY THE MOST RESTRICTIVE APPLY.

CHART I  
LLBCI Lot Lines

<u>Division</u>	<u>Front</u>	<u>Side Street</u>	<u>Interior or Rear</u>	<u>Lake</u>
Loch Lomond 1	40	20	15	75
Loch Lomond 2	40	20	15	75
Loch Lomond 3	40	20	15	75
Loch Lomond 4	40	20	15	75
Loch Lomond 5	40	20	15	75
Aspen	40	20	15	75
Balsam	40	20	15	75
Birch	40	20	15	75
Hemlock	40	20	15	75
Spruce	40	20	15	75
Stout's Point	40	20	15	75
Red Cedar	40	20	15	75
Lake Shores	40	20	15	75

- d. Any approved constructed structure with permanent foundations.  
All Buildings shall be of new construction.
- e. The exterior of the structure must be completed six (6) months from commencement of construction.

Reference: Article II Section 2 of the Covenants.

- f. Only single-family dwellings are permitted. No mobile homes are allowed.

Reference: Article I Section 1 Covenants and Restrictions and Barron County Ordinance 17.36

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- g. No construction will be allowed on a lot smaller than 20,000 square feet in area.

Reference: Article II Section 5 of the Covenants and Restrictions

- h. Septic systems must meet Barron County standards. Construction will not be allowed to begin without a Barron County sanitary permit.

Reference: Article II Section 2 of the Covenants and Restrictions

- i. The ground floor area of any habitable permanent structure must be no less than 650 square feet of enclosed living space.

Reference: Article II Section 3 of the Covenants and Restrictions

- j. The maximum height of any building from original grade shall be 24 feet.

Reference: Article II Section 3 of the Covenants and Restrictions

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- k. Materials for construction shall be wood, stone, vinyl, aluminum, brick, glass, steel, concrete, or a like material. Like material shall be determined by the Planning Committee. All structures shall be new construction.

Reference: Article II Section 2 of the Covenants and Restrictions

- l. Exterior of buildings shall have harmonious color and design schemes that blend in with the natural beauty of the woods. A statement of the color of the exterior of the building shall accompany the application for approval.

Reference: Article I of the Covenants and Restrictions

## 2. GARAGES AND ACCESSORY BUILDINGS

### a. DETACHED GARAGES

1. No human habitation is allowed
2. Maximum square footage of 1096 square feet on a 20,000 to 30,000 square foot lot.
3. 20-foot height limit.
4. Limit one per lot.
5. Exterior materials (see 2.1 and 2.m of this policy).
6. All setbacks must be followed (see 2.c of these policy).
7. Must obtain all required building permits (see 2.a).
8. Construction of detached garage shall not be permitted prior to issuance of plan and erection of an approved habitable permanent structure.

Reference: Barron County Ordinance 17.32 and Covenants and Restrictions

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b. **ACCESSORY BUILDINGS**

1. Not allowed for human habitation.
2. Follow setbacks (see 2.c.).
3. Limit of one secondary, equal to or less than 144 square feet in floor area, accessory use building per lot.
4. Exterior materials (see 2.l. and 2.m. of this policy).
5. Storage shed or gazebo height maximum 12 feet. Overall maximum size 144 square feet in floor area or 12 feet in diameter.
6. A boathouse structure must be set back 10 feet from the normal high-water mark. Structures shall not exceed 8 feet in height and 96 square feet in floor area with the eave not to exceed 1 foot. They must be used for aquatic equipment only.
7. Permits required from Barron County and LLBCI.

Reference: Barron County Ordinances 17.32, 17.41 and Covenants and Restrictions.

4. **SIGNS**

- a. Signs allowed without a Barron County permit shall be a maximum of 8 square feet and must be placed 5 feet from the right of way.

Reference: Barron County Ordinance 17.19 and Covenants and Restrictions

ATTACHMENT 16A  
TEMPORARY DWELLING PERMIT

WHEREAS, the *Covenants and Restrictions* for each division located in the “woods” subdivisions provide that no temporary structure shall be used at any time as a seasonally dwelling without a written Temporary Dwelling Permit issued by Loch Lomond Beach Club Inc. (LLBCI).

WHEREAS, the undersigned desires to obtain such a permit on the terms and conditions set forth as follows;

NOW THEREFORE, the undersigned hereby apply to LLBCI for a Temporary Dwelling Permit on the following terms and conditions:

1. WE/I agree to comply with the Covenants and Restrictions for our division.
2. WE/I agree that all structures must comply with the applicable state and local health regulations.
3. WE/I agree that the term temporary shall include, but not be limited to, tents, trailers, campers, and recreational vehicles.
4. WE/I agree not to place any authorized temporary dwelling on our/my property Prior to the annual opening of the Beach Club and to remove the same by the annual closing of the Beach Club of that same year or April 1 to October 31.
5. WE/I agree that if any dwelling is not removed by the annual closing of the Beach Club or October 31 the LLBCI may have it removed and WE/I agree to pay all removal costs.
6. WE/I understand that members may store the seasonal dwellings at the LLBCI storage areas located on Loch Lomond Boulevard with permission from LLBCI on a space available basis.
7. WE/I understand that LLBCI may, at its sole discretion, extend the period that a temporary dwelling may be kept on a lot upon a written request for such an extension.
8. WE/I understand that the granting of our Temporary Dwelling Permit shall constitute a binding contract with LLBCI.
9. WE/I agree to allow representatives of the Architectural Committee access to this lot for the purpose of verifying compliance with setbacks.
10. We/I agree to complete a site plan drawing on the back side of this application, indicating the location of the recreational vehicle, including all setback dimensions from the property lines.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_.

Lot \_\_\_\_\_ Block \_\_\_\_\_ Division \_\_\_\_\_

\_\_\_\_\_  
Lot Owner PRINT

\_\_\_\_\_  
Lot Owner PRINT

\_\_\_\_\_  
Lot Owner Signature

\_\_\_\_\_  
Lot Owner Signature

\*\*\*\*\*LLBCI USE only\*\*\*\*\*

Approved by \_\_\_\_\_

Name

Storage & Vehicle Information \_\_\_\_\_

## Site Plan:

Builder's name: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Address: \_\_\_\_\_

# Loch Lomond Beach Club Inc.

2754 28<sup>th</sup> street

Birchwood, WI 54817

## Application for Approval of Construction Plans

To the Architectural Control Committee: The undersigned hereby makes application for approval of the construction plans for the work described and located as shown herein. The undersigned understands and agrees that all work will be done in accordance with the *Loch Lomond Beach Club Architectural Control Policy*; the *Covenants and Restrictions* set forth in the recorded *Declarations*; the Cedar Lake Township and Barron County Zoning Ordinances and Regulations; and the laws of the State of Wisconsin.

Owners Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Location of Construction: Lot \_\_\_\_\_ Block \_\_\_\_\_ Division \_\_\_\_\_

Description: (check all that apply)

- Permanent Dwelling
- Temporary Dwelling (requires additional permit)
- Garage Attached \_\_\_\_\_ Detached \_\_\_\_\_
- Storage Shed
- Other (Please describe) \_\_\_\_\_

The Application Plan shall consist of:

- Barron County Building permit #: \_\_\_\_\_
- Barron County Sanitary permit #: \_\_\_\_\_
- Cedar Lake Driveway permit #: \_\_\_\_\_ (if applicable)
- Detailed drawing and/or Copy of blueprint – showing interior and exterior dimensions.
- Site plan – location of building on lot.  
\*\*MUST include lot dimensions and all setbacks from property lines.
- Location of well and septic system.
- Description of exterior materials and color of structure.
- All construction will be of new materials.
- No trees and/or ground cover removal is permitted other than necessary to construct building, septic system and driveway.
- Exterior of structure is to be finished within six (6) months of ground breaking.
- The undersigned agrees to allow representatives of the architectural committee access to the building site for the purpose of verifying setbacks **before** construction begins.

\_\_\_\_\_  
Applicants Signature

\_\_\_\_\_  
date of application

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
date Approved Denied

## Site Plan:

Builder's name: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Address: \_\_\_\_\_