DECLARATION OF COVENANTS AND RESTRICTIONS
Loch Lomond Division Two

No. 367070
Records June 28 1968
344-407 June 28 1968
Sept 27 1968

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. 2, 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 to 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 values 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; and adequate free spaces between structures; and in general to provide for a high type and quality of improvement of 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 the "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. 2 shall be used only for single family residence, except for such lots, tracts or parcels as are specifically designated upon said plat for community recreational purposes, and except that nothing mentioned in this Declaration shall be construed to prevent any of the Declarants 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 or tract or parcel of the said property which does not conform to the Town of Cedar Lake and Barron County building regula-

tions 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 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 twenty-four feet from the original grade without written approval from the Planning Committee.

4. Setbacks. No building shall be located on any lot nearer than 40 feet to the front lot line, nor nearer than 20 feet to any side street line, nor nearer than 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 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 applicable state and local regulations. For the purpose of this covenant, eaves, steps and decks shall not be considered as a part of a building; Provided, however, that this shall not be construed 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 there applicable public agency.

6. Cuts and Fills and Utility, Sewerage 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 road, 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, contiguous and parallel to the rear and side lot lines thereof, for the purpose of placing, laying, erecting, constructing, 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 from 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 annoyances 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 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 excepting 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 sewerage 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 is 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. Outlots. All parcels of land within said property that are designated as Outlots 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 Lock 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 $30.00 per year. The annual assessment (or dues) and the amount thereof shall be imposed only by 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 meting of the members of the Club to be held each year in June and shall be due and payable on or before the 15th day of August succeeding, and if not then paid shall thereafter be delinquent and bear interest at the rate of 6% 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 on 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 purchasers of the lot 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 thereon 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. 2, 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. Inspection. 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 made only during daylight hours and upon 24 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 any of 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 judgement 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 Declarant to the Club. Such transfer or transfers must be in writing , and may be made conditional or revokable 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 any 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 June 28th 1968 and recorded upon the records of Deeds in Barron County, Wisconsin."

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