

DECLARATION OF COVENANTS AND RESTRICTIONS
Birch Subdivision

No. 394039
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KNOW ALL MEN BY THESE PRESENTS that THE WOODS MARKETING, INC., a Wisconsin corporation, herein after 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, more particularly described as

All lots and tracts within the plat of Birch Subdivision of The Woods, according to the plat thereof on record in the office of the Registrar of Deeds 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, as covenants of equitable servitude, 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., a non-profit corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "Club", its successors and assigns.

NOW THEREFORE, DECLARANT DOES HEREBY DECLARE that the above-described property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved 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 herein 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 insure 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; to provide for adequate free spaces between structures; and, in general, to provide for quality improvement to said property, and to thereby enhance the value of investments made by purchasers of lots, tracts and parcels therein.

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 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 this declaration and in the Articles of Incorporation and By-Laws of said corporation. All lots of the plats of Birch Subdivision of The Woods 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 or other purposes; provided, that nothing contained or mentioned in this declaration shall be construed to prevent the Declarant or its 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. Family is

defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

2. Architectural Control. No structure or building shall be erected, placed or altered 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 to requirements established by 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 and a site plan showing the location of the structure and the grading of the lot, tract or parcel have been submitted to and approved in writing by the said Planning Committee. The work of construction of all buildings and structures shall be diligently and continuously prosecuted from the commencement thereof, and the exteriors of all such buildings and structures shall be completed or otherwise suitably finished within six months of said commencement. All buildings and structures shall be of new construction and shall be composed of materials approved by the Planning Committee, including wood, stone, brick, glass, steel, concrete, or like materials.

3. 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 or rear lot line provided that in all cases, there shall be a lake frontage setback on each lakeshore lot or parcel of not less than seventy-five (75) feet measured from the lot line or from the meander line as shown on the plat, which ever 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.

4. Minimum Lot Size. In accordance with the regulations of the Town of Cedar Lake, Barron County, Wisconsin, and/or other public agencies, no dwelling shall be erected or placed on any lot having an area of less than 20,000 square feet.

5. Cuts and Fills and Utility, Sewerage and Drainage Easements. The right is reserved to the Developer, its successors or assigns, 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. Declarant further reserves a perpetual easement five feet wide under, over, along 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, erecting, 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.

6. 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.

7. Temporary and Other Structures. No structure of a temporary character, basement house, tent, shack, garage, trailer, camper, barn 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 permit may be granted for a specific and limited time at the discretion of Planning Committee providing such use is in compliance with local Health Department regulations.

8. 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 6, herein.

9. 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.

10. Water Supply. No individual water supply system shall be used or permitted to be used on any lot, tract, or parcel of the property unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Health Department. Approval of such system as installed shall be obtained from such authority.

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, Barron County Public Health Authorities, or other public agencies having jurisdiction to regulate the construction and use thereof. 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 and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon, or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations

or shafts be permitted upon or in any lot, tract, or parcel of the properties. Declarant may carry on such restricted activities, at its discretion. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot, tract, or parcel of the property.

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 used, occupied, leased, rented, conveyed or otherwise alienated, nor shall the title or possession thereof pass to another unless said property is used, occupied, leased, rented, conveyed or otherwise alienated or unless title or possession thereof is passed, subject to the requirements of 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. Every person or entity who is the owner of a lot, tract, or parcel of said property shall be a member of Loch Lomond Beach Club, Inc., provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member unless and until said holder of a security interest has acquired title to any such lot, tract or parcel pursuant to a foreclosure or any proceeding in lieu of foreclosure. Membership shall be appurtenant to ownership of any lot, tract or parcel of said property. Each member shall be entitled to one vote for each lot owned by or held under contract of sale to said member, 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, and for the purpose of promoting the recreation, health, safety and welfare of the members thereof, it is hereby declared that each of the lots, tracts and parcels within the said property shall be subject to an annual assessment or charge at a rate to be determined by the affirmative vote of a majority of the Board of Directors of the Club in accordance with this Declaration and its Articles of Incorporation and Bylaws. Such annual assessment (or dues) shall be determined, fixed and assessed against said lots, tracts and parcels by said Board of Directors at its meeting held in conjunction with the annual meeting of the members of said Club in June of each calendar year, and shall, when so determined, fixed and assessed, be due and payable to said Club on or before the 15th day of August of the same calendar year. Any assessment not paid within 30 days after the due date therefore shall be delinquent and shall bear interest at the rate of six percent per annum until paid. For the initial year ending June 30, 1973, the rate of assessment shall be \$30.00 per annum for each lot, tract or parcel subject to assessment hereunder.

The annual assessments (or dues), together with such interest thereon, and the cost of collection thereof as hereinafter provided, shall be a charge on said lots, tracts and parcels, and shall constitute a lien upon the lot, tract or parcel against which the same is levied, and the Club may file a statement of charges or assessments due in the Office of the County Clerk of Barron County, Wisconsin, in the event the same shall become delinquent.

Each such annual assessment (or dues) together with such interest thereon and cost of collection thereof shall also be the personal obligation of the person or entity who was the owner of such lot, tract or parcel at the time when the assessment (or dues) fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The personal obligation of an owner to pay any assessments due and owing hereunder shall remain his/its personal obligation for the statutory period.

The Club may bring an action at law or in equity against the owner personally obligated to pay any delinquent assessment, or may foreclose or otherwise enforce the lien against said lots, tracts or parcels in any manner permitted by the laws of the State of Wisconsin pertaining to liens on real property, and there shall be added to the amount of such delinquent assessment the costs and expenses of said action, including a reasonable attorneys fee.

The lien of the assessments (or dues) provided for herein shall be subordinate the lien of any first mortgage. Sale or transfer on any lot shall not affect the assessment lien. However, the sale or transfer of any lot, tract or parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot, tract or parcel, and the owner thereof, from liability for any assessment (or dues) thereafter becoming due, or from the lien thereof.

No owner may waive or otherwise escape liability for the assessments (or dues) provided for herein by non-use or abandonment of all or any part of said property.

3. Unkempt Lots. In the event that the owner of any lot, tract or parcel of said property fails to maintain said lot, tract or parcel and to remove rubbish, trash, garbage or other nuisances accumulated thereon, the Club shall have the right after reasonable notice to the owner thereof, to enter thereon and to clean, repair, replace, maintain, and

restore said lot, tract or parcel, and to remove all nuisances therefrom, and the cost and expenses of the Club in doing so shall be assessed against such lot, tract or parcel and may be collected as part of the annual assessment (or dues) in the manner described above.

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 with the plat of Birch Subdivision of the Woods, Barron County, Wisconsin.

2. "Declarant" shall mean the declarant signatory to this Declaration, its successors-in-interest and assigns, it being 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 deemed limited to it alone or terminable by such transfer or assignment.

3. "Club" shall mean Loch Lomond Beach Club, Inc., a Wisconsin non-profit corporation.

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided interest in any lot, tract or parcel of the said property, including contract purchasers of the same, but excluding mortgagees or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to any such lot, tract or parcel of the said property pursuant to a foreclosure or any proceeding in lieu of foreclosure.

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 not less than 75% of the then record owners of all lots within the said property has been recorded, agreeing to modify or amend said covenants and restrictions in whole or in part. Each owner of any lot, tract or parcel of said property, by acceptance of a deed therefore, whether or not so expressed in any such deed or conveyance is deemed to covenant and agree to accept, hold, use and convey said lot, tract or parcel subject to the restrictions, covenants, conditions, reservations, easements, liens and changes herein contained.

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 owner, owners, 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 reserved to the Declarant, to the Club, or to such other persons or entities as it shall desire. 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 not less than 75% of the members of the Club, at any annual meeting or at any special meeting specifically called for that purpose.

Executed and acknowledged for The Woods Marketing, Inc., by the president with corporate seal thereof.

