

465786

DECLARATION OF RESTRICTIONS AND COVENANTS NO.
DUNN COUNTY
REGISTER OF DEEDS
JAMES H. MRDUTT
RECORDED ON

Document Number

02-16-2001 3:45 PM

Return Address

Tainter Lake, LLC
N 7240 810th St pd 20.00
Elk Mound, WI 54739
Parcel I.D. Number

REC FEE: 20.00
TRANS FEE:
FEE EXEMPT #:
PAGES: 6

Declaration by Tainter Lake, LLC, a Wisconsin Limited Liability Company (the "Declarant").

WITNESSETH:

Whereas, Declarant is the owner of the real estate in Dunn County, Wisconsin described on the attached Exhibit A (the "premises").

Whereas, the Declarant desires to provide for maintenance of street medians as set forth below

Whereas, the Declarant has incorporated under the laws of the State of Wisconsin a non-stock corporation to carry out the purposes and functions of this Declaration.

Now, therefore, the Declarant declares the real estate described at Exhibit A to be subject to the terms of this Declaration of Restrictions and Covenants:

1. Legal Description. The real estate subject to this Declaration is described at the Exhibit A attached hereto and incorporated by reference.

2. Definitions. The following definitions shall be applicable to this Declaration:

A. "Lot" shall refer to each lot identified in the legal description at Section 1.

B. "Median strip" shall mean the unpaved planted area in the middle of 577th Street from Bayview Road to the north line of Lot 20, Tainter Woods Estates extended westward and the unpaved planted area in the middle of 575th Street from Bayview Road to the end of the cul-de-sac.

3. Owners' Association. A. Every owner in fee simple of a Lot shall

automatically be deemed to be a member of the Tainter Woods Estates Owners' Association, Inc., a Wisconsin non-stock corporation (which together with its successors and assigns, is referred to in this document as the "Association"). Tainter Woods Estates Owners' Association, Inc. may be replaced by another entity chosen by the owners of not fewer than three-quarters of the Lots. Land contract vendees, and not land contract vendors, shall be members of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

B. No Lot owner may exempt himself or his Lot from liability for his contribution toward the expenses of the Association by waiver of the use or enjoyment of any of the services or by abandonment of his Lot; and no conveyance shall relieve the Lot owner-grantor or his Lot of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the assessments charged to his Lot up to the date of sale.

4. Purpose of Association. The Association shall maintain the median strip. Such maintenance shall include all maintenance and services required by the governmental body which owns the street and such additional planting, mowing, watering, fertilizing, trimming and removing of grass, shrubs and trees as is determined to be necessary or useful by the Association.

5. Assessment. A. The Declarant hereby covenants and agrees and each Owner of a Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the general assessments and special assessments which may be determined and assessed by the Association, solely for the purpose of defraying the costs and expenses of the Association in carrying out its stated purposes and functions. A notice of assessment shall be personally delivered to the Lot Owner or sent to the Lot Owner's last known mailing address. The assessment shall be a lien on the Lot from the time the notice of assessment is so delivered or mailed. Assessments, until paid, together with interest and actual costs of collection, shall be a lien on the Lot on which they are assessed.

B. Each Lot shall be assessed an equal amount.

C. A Lot shall be subject to assessment whether or not a dwelling unit is located upon such lot.

D. Any assessment not paid within thirty (30) days after the due date may, upon resolution of the Board of Directors of the Association, bear interest from the due date at a percentage rate to be set by the Board for each assessment period, which shall be no greater than the current statutory maximum annual interest rate. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot in like manner as a mortgage of real property. The Association may bid on the property at foreclosure sale and acquire and

hold, lease, mortgage, and convey the same. If the Association has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by waiver of the use or enjoyment of any of the services provided by the Association or abandonment of his or her Lot.

E. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of any assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

F. Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the Lot as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth.

6. Covenants Run with Land. All of these covenants, conditions, reservations and restrictions are for the benefit of the owners and all future owners of the premises, or any interest therein, and shall inure to, and encompass each and every portion of said premises, and shall bind all successors in interest to the owners. These covenants, conditions, reservations, and restrictions are to be construed as restrictive covenants running with the premises and all conveyance of the premises, or any portion thereof, shall be subject to said restrictive covenants, conditions, reservations, and restrictions.

7. Amendment. This Declaration may be amended with the written consent of not less than three-fourths of the Lot owners. A copy of the Amendment shall be recorded with the Register of Deeds for Dunn County, Wisconsin.


8. Term. These covenants and restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner of a Lot in the premises for a period of 20 years from the date hereof. These covenants and restrictions shall automatically be extended for successive periods of 10 years, unless an instrument signed by the then owners of 51% or more of the Lots in the premises has been recorded prior to the expiration of the then current term, agreeing to terminate or modify these covenants and restrictions.

Dated this 16th day of February, 2001.


TAINTER LAKE, LLC

BY: Albert H. Caron
Albert H. Caron, memberBY: Leon R. Herrick
Leon R. Herrick, memberSCHARLAU PARTNERSHIP, LLP,
memberBY: John J. Scharlau
John J. Scharlau, general partnerSTATE OF WISCONSIN)
)ss.
EAU CLAIRE COUNTY)Personally came before me this 8th day of February, 2001, the above-named Albert H. Caron to me known to be the person who executed the foregoing instrument and acknowledge the same.

Stephen R. Schrage
 * STEPHEN R. SCHRAGE
 Notary Public, State of Wisconsin
 My commission is permanent


STATE OF WISCONSIN)
)ss.
Dunn COUNTY)Personally came before me this 16th day of February, 2001, the above-named Leon R. Herrick to me known to be the person who executed the foregoing instrument and acknowledge the same.


James M. Mordue
James M. Mordue
 Notary Public, State of Wisconsin
 My commission 01-06-03



STATE OF WISCONSIN)
)ss.
Dunn COUNTY)

Personally came before me this 16th day of February, 2001, the above
named John J. Scharlau to me known to be the person who executed the foregoing
instrument and acknowledge the same.

D. T. Wolf
*
Notary Public, State of Wisconsin
My commission July 25, 2004.

A circular notary seal for D. T. Wolf, Notary Public, State of Wisconsin. The seal is stamped over the signature and commission text.

THIS INSTRUMENT DRAFTED BY:
Stephen R. Schrage - Lawyer
State Bar #01013907

EXHIBIT A

The real estate subject to this Declaration is described as follows:

Lots 1, 2, 4 through 10, and 12 through 20, Talnter Woods Estates, Dunn
County, Wisconsin.

UNPLATTED LANDS OWNED BY OTHERS

4 TAINTER WOODS

816 th AVENUE

3 TAINTER WOODS

577 th STREET

N0501'58"E 443.36'

S89°17'52'' E 286.47'

LOT 20
43,666.72 SQ FT
1.00 ACRES

N 89°17'52" W
286.21'

LOT 19
43,627.08 SQ FT
1.00 ACRES

N 89°17'52" W
285.95'

LOT 18
44,111.94 SQ FT
1.01 ACRES

N 89°17'52" W
293.65'

LOT 17
45,644.79 SQ FT
1.05 ACRES

N 89°17'52" W
304.94'

LOT 16
47,050.00 SQ FT
1.08 ACRES

N 89°17'52" W
316.16'

EAST LINE OF THE SW1/4 OF THE SW1/4 OF SECTION 20

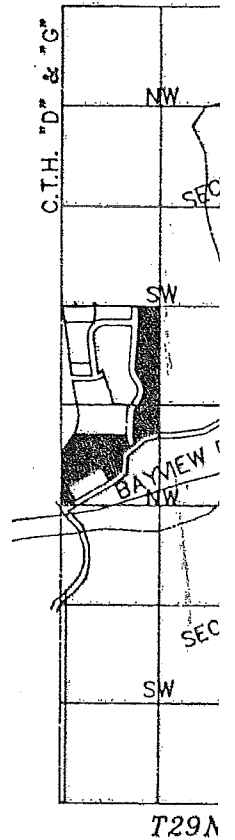
UNPLATTED LANDS

OWNED BY OTHERS

DOULTON
REC'D
RECORDED
James
JAMES

LOCAT

SECTIC



N

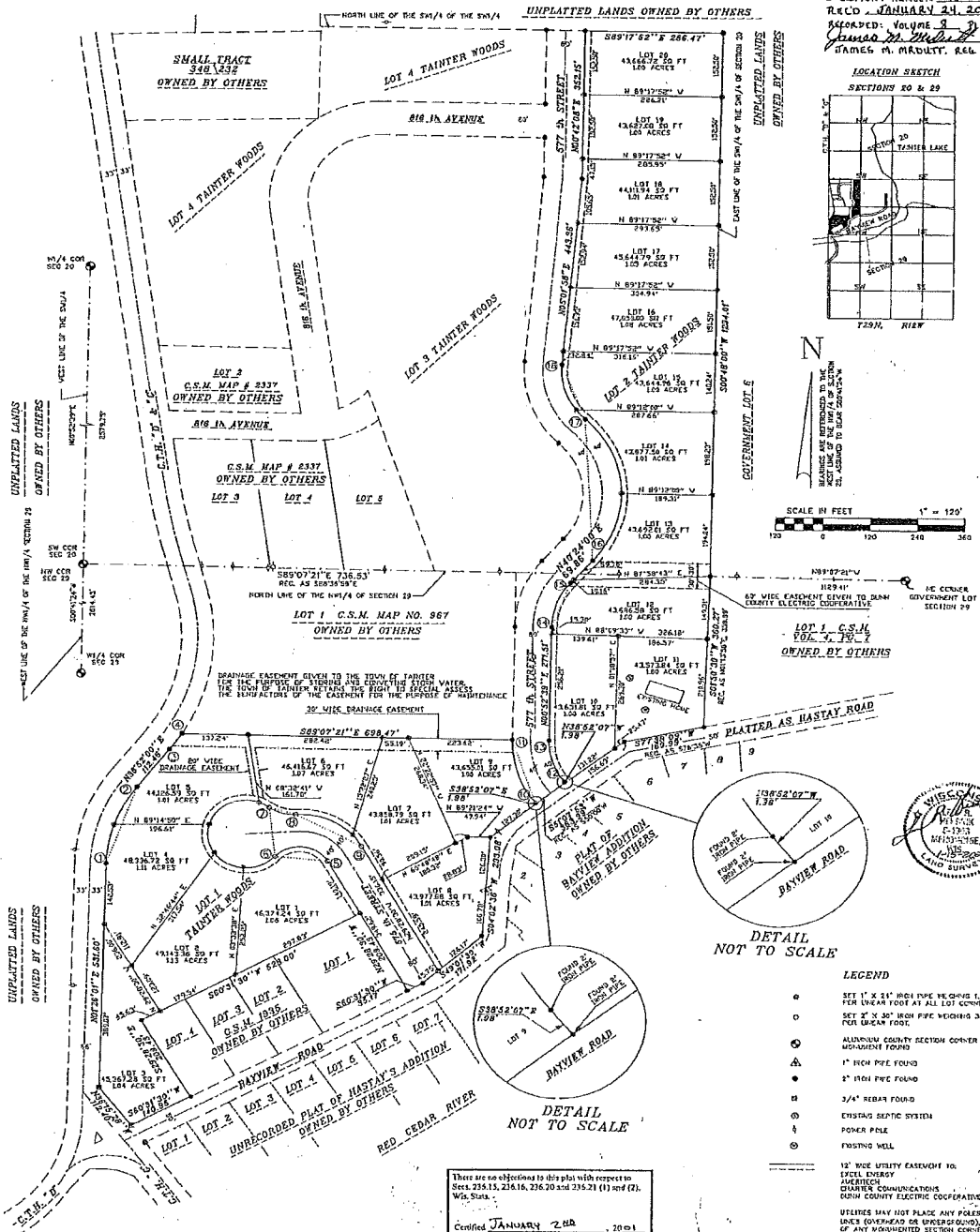
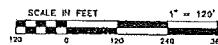
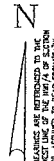
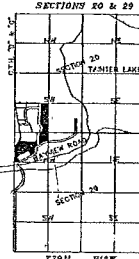
पु

TAINTER WOODS ESTATES

VOLUME 9 PAGE 45 BEING A DIVISION OF LOT 1 AND LOT 2, DUNN COUNTY PLAT OF TAINTER WOODS
LOCATED IN PART OF THE SW1/4 OF THE SW1/4 OF SECTION 20, AND PART OF GOVERNMENT
LOT 1 OF SECTION 29, ALL IN T29N, R12W, TOWN OF TAINTER, DUNN COUNTY, WISCONSIN.

DOCUMENT NUMBER 445272
REC'D JANUARY 24, 2001 AT 8:05 AM
RECORDED: VOLUME 9 PAGE 45
James A. Madryk, REG. OF DEEDS, DUNN CO. WI.

LOCATION SKETCH



DETAIL
NOT TO SCALE

DETAIL
NOT TO SCALE

LEGEND

- SET 1" X 24" IRON PIPE MONUMENT 1.13 LBS. PER LINEAR FOOT AT ALL LOT CORNERS.
- SET 2" X 30" IRON PIPE MONUMENT 3.65 LBS. PER LINEAR FOOT.
- ⊙ ALUMINUM COUNTY SECTION CORNER MONUMENT FOUND.
- ▲ 1" IRON PIPE FOUND.
- △ 2" IRON PIPE FOUND.
- ⊕ 3/4" REBAR FOUND.
- ⊞ EXISTING SEPTIC SYSTEM.
- ⊞ POWER POLE.
- ⊞ FOUNTAIN WELL.
- 12" WIDE UTILITY EASEMENT TO:
- TELEPHONE
- AMERICAN
- CHARLES COMMUNICATIONS
- DUNN COUNTY ELECTRIC COOPERATIVE
- UTILITIES MAY NOT PLACE ANY POLES, POSTS, OR LINES OVERHEAD OR UNDERGROUND, WITHIN 5 FEET OF ANY MONUMENTED SECTION CORNER OR PROPERTY CORNER.

There are no objections to this plat with respect to:
Secs. 25, 15, 25, 16, 25, 20 and 25, 21 (1) and (2).
WIS. STAT.

Certified JANUARY 24, 2001

James A. Madryk
Register of Deeds