

219646

Document Number

THE PRESERVE AT LAWRENCE LAKE
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

Document Title

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THIS DECLARATION, made this 1st day of October, 1999, by, Taylor Investment Corporation of Wisconsin, a Corporation under the laws of the State of Minnesota (hereinafter referred to as Declarant), and M & I Bank of Shawano (hereinafter referred to as Mortgagee).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property legally described as : Lots 1,-26 of The Preserve at Lawrence Lake in Section 8, T16N-R8E, in Town of Westfield, Marquette County, Wisconsin.

REGISTER'S OFFICE,

Marquette County, Wis.
Received for Record, the 5 day
of November A.D. 19, 99 at
10:05 o'clock A. M., and recorded in
Vol. 366 at Records on page 736
Dennis M. Wegner
MARQUETTE H. WEGNER, Register

Recording Area

Name and Return Address

Taylor Investment Corporation,
1501 Plover Rd., Suite 9 520.00
Plover, WI 54467

Parcel Identification Number (PIN)

WHEREAS, Declarant, desires to provide for the preservation of the values and amenities of Subject Property and, to this end desire to subject aforesaid Subject Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of Subject Property as a whole and all owners of any part thereof.

NOW, THEREFORE, Declarant does hereby give notice to all purchasers and their successors of any portion of Subject Property herein before described and whomsoever it may concern that Subject Property is, and each and every conveyance or any portion of Subject Property will be subject to the following covenants, conditions, restrictions and charges which will inure to the benefit of and pass with Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

ARTICLE 1

GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of Subject Property; to insure the highest and best development for Subject Property, to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each parcel; to promote harmonious improvement of Subject Property; to secure and maintain proper setbacks from the roads, and adequate open space between structures; and in general to provide adequately for a high standard of quality and improvement in Subject Property, and thereby to preserve and enhance the value of investments made by purchasers of Subject Property therein.

ARTICLE II USE OF LAND

All terms, regulations and conditions of any applicable township, county or state zoning or subdivision ordinances, statute or regulation shall be and remain in effect.

No noxious or offensive trade or activity shall be carried on upon the Subject Property, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.

No junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a dwelling. Modular homes and manufactured homes delivered to the site are permitted, as long as they meet the 1,200 square foot minimum. Mobile homes are not permitted.

No on-site unhoused storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used will be allowed, provided they are not kept closer than 100 feet from any public road, 75 feet from the edge of Lawrence Lake, and 50 feet from any property line. No outdoor toilets shall be permitted.

No horses, cows, goats, sheep, poultry or fowl of any kind will be permitted to be kept on any part of Subject Property. Pets will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be in accordance with any other applicable ordinance. All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

No further subdivision of these parcels will be permitted.

One pier is allowed on each lot with frontage on Lawrence Lake. The Wisconsin Department of Natural Resources allows a 6 foot wide single pier out to a water depth of 3 feet. The pier may have a 10 – 12 foot "L" on the end for stabilization.

To preserve the natural beauty of the shoreline and the quality of the water in Lawrence Lake, there is to be no disturbing of soil within 75' of Lawrence Lake or the wetland areas. Permits from the Marquette County Zoning office are required for any structures, such as stairways, within the 75 foot setback.

No seawalls or other shoreline stabilization measures are allowed without prior written authorization from the Wisconsin Department of Natural Resources and the Marquette County Land Conservation office.

ARTICLE III

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TYPE OF MATERIAL

All structures erected shall be of new materials and new construction and shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, metal, wood or maintenance free siding (example, steel, vinyl, aluminum) and such exterior must be suitably finished.

Finishes shall be of colors that are in harmony with the colors of the natural surrounding, such as those commonly referred to as "earth tones". All homes, cabins, or other dwellings, where permanent, seasonal or recreational shall be at least 1,200 square feet in size.

ARTICLE IV

GARBAGE AND REFUSE DISPOSAL

No lots shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, and/or other regulations.

ARTICLE V

BUILDING LOCATION

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws which shall supersede any provisions contained herein.

Satellite dishes are considered permanent structures and must meet setback regulations. Where a larger style dish is involved, black matte finish, or mesh construction is favored, rather than solid construction or light colors.

ARTICLE VI

TIMBER REMOVAL

Clear cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or for the purpose of clearing a building site, lawn or garden area, or driveway. All stumps that are removed shall be buried, burned or otherwise removed from Subject Property. Selective harvesting of trees for personal use as firewood will be allowed. The State of Wisconsin allows the removal of brush and dead, dying, and dangerous trees from one 35 foot view corridor on each lake lot.

ARTICLE VII

ROAD MAINTENANCE

The town roads will be maintained by Westfield Township. Maintenance of roads will consist of snowplowing, graveling and grading of shoulders as needed and will be the responsibility of the Township.

ARTICLE VIII

GRADING OF PRE-PLANNED SEPTIC AREAS

Due to some of the unique terrain features of this development, it was necessary to pre-plan some of the private septic system locations. The State of Wisconsin has approved these locations based upon the slopes and elevations that exist at the current time. The elevations of the pre-planned private septic system locations are not to be changed during the grading and construction process.

ARTICLE IX

TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect until and unless an instrument signed by two-thirds of the then owners of Subject Property has been recorded, agreeing to change said covenants in whole or in part.

If any lot owner or person in possession of any of said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto.

The invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

No Provisions contained herein shall be construed to restrict Declarants or their assigns' right to construct roads or subdivide, by plat or otherwise, the real property described herein.

IN WITNESS HEREOF, Taylor Investment Corporation of Wisconsin, a Minnesota Corporation hereby causes this instrument to be executed in its name on the day and year first written above.

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TAYLOR INVESTMENT CORPORATION
OF WISCONSIN

BY:

Scott R. Gruening

Scott R. Gruening
Assistant Vice President
Acquisitions & Development

STATE OF WISCONSIN)

)

COUNTY OF PORTAGE)

On this 1st day of October, 1999, before me a Notary Public, personally appeared the above named Scott R. Gruening, to me known to be the Assistant Vice President of Taylor Investment Corporation of Wisconsin, a corporation under the laws of the State of Minnesota, and a foregoing instrument, was signed on behalf of said corporation by authority of its Board of Directors and said Scott R. Gruening acknowledged said instrument to be the free act and deed of said corporation.

Deborah A. Herwald

Deborah A. Herwald
Portage County Notary Public
My commission expires: 3/30/03



Peter Warmenhoven, Senior Vice President for Mortgagee, does hereby consent to the foregoing covenants, conditions and restrictions. Mortgagee shall not by its consent be responsible for the enforcement of any of the provisions, and shall be held harmless by any owner seeking to enforce any of the covenants, conditions and restrictions.

M&I Bank of Shawano

By: *Peter Warmenhoven*
Peter Warmenhoven
Senior Vice President

STATE OF WISCONSIN)
COUNTY OF SHAWANO)

Personally came before me on this 2nd day of November, 1999 a notary public for Shawano County, Wisconsin, the above named Peter Warmenhoven, Senior Vice President of M&I Bank of Shawano.

Sara L. Peterson
Notary Public Sara L. Peterson
My commission expires: 8/22/03

A circular notary seal for Sara L. Peterson, Notary Public, State of Wisconsin. The seal contains the text "NOTARY PUBLIC", "SARA L. PETERSON", and "STATE OF WISCONSIN" around the perimeter, with two stars on the sides.

This instrument was drafted by Taylor Investment Corporation.