

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This declaration, made by Gerald E. Svendsen, hereinafter referred to as "Declarant," on the date and year indicated on the last page of this document.

### WITNESSETH

**WHEREAS**, Declarant is the owner of real property described in Article II, Section 1, of this declaration and desires to create thereon, residential building lots; and,

**WHEREAS**, Declarant desires to provide for the preservation of values and amenities of said building lots and for the maintenance of an access road and easement, described in Article II, Section 2 below, and to this end, desires to subject the real property described in Article II, below, to Covenants, conditions, restrictions, and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner of said residential lots thereof; and,

**WHEREAS**, Declarant has deemed it desirable for the pleasure and recreation of the owners of said building lots referred to in Article II below that, if, in the event the majority of the owners of said building lots, deem it advisable and beneficial to form and create an agency or association to which should be delegated and assigned the power to attend to and effectuate the covenants, conditions, restrictions, and easements set forth herein, and to enforce the covenants, conditions, restrictions, and easements herein, and if the majority of said lot owners so desire to form an association, the same shall be allowed and acquiesced to by the Declarant herein.

**NOW, THEREFORE**, Declarant declares that the real property described in Article II below is, and shall be held, transferred, sold, conveyed and occupied, subject to the conditions, restrictions, easements, and reservations contained here and after (sometimes referred to as covenants and restrictions) which said covenants and restrictions shall run with the land and be binding on all parties having any right, title and interest in the hereinafter described properties, or any part thereof, and said covenants and restrictions shall be binding upon said owners, heirs, successors, or assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I - DEFINITIONS

1. **Declarant** shall mean and refer to Gerald E. Svendsen.
2. **Declaration** shall mainly refer to this declaration of covenants, conditions, restrictions, and any amendments thereto.
3. **Duplex** shall mean a house which has accommodations for two families.
4. **Lot** shall mean and refer to a single residential building lot within the property described in Article 2 below. Each lot is designated on the certified survey map referred to in Article II below.

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5. **Owner** shall mean and refer to every person or entity who is the beneficial owner of a fee or undivided fee interest in any lot which is subject to this declaration, including contract buyers, but excluding those having such interest merely as security for performance of an obligation.

## **ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION**

### **Section 1**

Declarant is the sole owner in fee simple of that property described as Lots 1, 2, 3, and 4, in Certified Survey Map #1072, as recorded in Volume 7 of CSM, page 56, in the office of the Register of Deeds for Bayfield County, on January 13, 2000, as Document Number 454838, and Lots 5, 6, 7 and 8, in Certified Survey Map #1073, as recorded in Volume 7 of CSM, pages 7 – 8, in the office of the Register of Deeds for Bayfield County, recorded January 13, 2000, as Document Number 454839.

### **Section 2 – Easement Property**

Declarant also owns a perpetual nonexclusive easement to construct, maintain, repair and create a roadway for ingress and egress purposes, and for an easement to construct, maintain, repair and create an unlimited utility easement over and across the Southerly 66 feet of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼), Section Twenty-six (26), Township Forty-three North (43N), Range Eight West (8W), except in the Southwest corner of said Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) where a wetland presently exists, said 66 foot roadway easement shall be located along the northerly edge of said wetland, running from a point where the South line of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) intersects said wetland; thence North and West along the Northerly edge of said wetland, to a point intersecting Sunset Drive. Said easement shall be for the perpetual benefit of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼), Section Twenty-six (26), Township Forty-three (43) North, Range Eight (8) West, which is the same property described in the two certified survey maps described above, and is intended to provide access to Lots 1 – 4 and Lots 5- 8, in both certified survey maps as referred to above, from Sunset Drive, which is located substantially on the North South Section Line between Sections Twenty-six (26) and twenty-seven (27), Township Forty-three (43) North, Range Eight (8) West. Said easement is already recorded in Volume 774 of Records, page 150, in the office of the Register of Deeds for Bayfield County, as Document Number 454096.

### **Section 3**

As part of the declarance ownerships of Lots 1-4 and Lots 5-8, in the certified survey maps referred to above, Declarant also owns all right, title and interest in the access roadway delineated on said certified survey maps, and it is Declarant's expressed intent to grant perpetual easements for ingress and egress to the owners, as that term is defined herein, of Lots 1-4, of Certified Survey Map #1072, Volume 7 of CSM, page 5-6, as referred to above, and Lots 5-8, of Certified Survey Map #1073, Volume 7 of CSM, page 7-8, as referred to above for access purpose along said roadway as the same is delineated on said certified survey maps, together with an easement to extend any and all utility lines, including electrical, telephone, and any other necessary and appropriate utility extensions.

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## **ARTICLE III - PROPERTY RIGHTS**

### **Section 1 - Easement**

Subject to the provisions of any future land owner's agency, or association or, other entity, created by a majority of the owners of the residential lots referred to above, there shall exist the following easements and obligations in favor of each owner and appurtenant to such owner, over, across and upon the property described above:

1. Nonexclusive easements for vehicular and pedestrian ingress and egress, to and from each lot, across the roadway delineated in the above referenced certified survey maps, together with the easement referred to in Article II, Section 2, and recorded in Volume 774, of Records, page 150, as Document Number 454096.
2. Nonexclusive easements within the delineated roadway as set forth on the certified survey maps referred to above, for utility extensions, including electricity and telephone, cable television, gas or other utility lines serving the lots contained in said certified survey maps referred to above, together with the nonexclusive easements for repairs, replacements, of the same.
3. The roadway easements referred to in this article as delineated in the above referenced certified survey maps and as referred to in Article II, Section 2, shall be maintained, repaired and continued by the lot owners, each owner to have equal responsibility for the actual maintenance and repair of the same, or the cost thereof. Maintenance and repair shall include reasonable replacement of compaction gravel, reditching, culverts and grading. A simple majority of lot owners shall be deemed sufficient to approve the maintenance or repair as those terms are used herein. Repair or maintenance that would include asphalt, concrete or other such surface, or curb and gutter installation shall require unanimous consent of all lot owners.

## **ARTICLE IV - USE RESTRICTIONS**

### **Section 1**

Use of property in addition to any other restrictions which may be imposed by this declaration or rules promulgated thereunder, or as amended by the Declarant, or by appropriately formed agency or association by a majority vote, the use and conveyance of the property shall be governed by the following provisions:

1. Each lot shall be held, conveyed, encumbered, leased, used and occupied, subject to all conditions, covenants, restrictions, uses, limitations, and obligations expressed in this declaration. All such covenants and obligations shall be deemed to run with the land and be a burden and benefit to the Declarant, its grantees, successors, and assigns, and to any person acquiring or owning interest in the property described above, their heirs, personal representative, grantees, successors and assigns. All owners, occupants, and their entrants, shall use the property in such a manner as will not unduly restrict, interfere with or impede the use thereof by other owners or occupants.

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2. There shall be no further subdivision of any of the lots referred to above.
3. All lots herein described and referred to above, shall be used for single family residential purposes, or two family residential purposes only, which shall include and allow for the construction, maintaining and repairing of a duplex, as that term is defined herein.
4. No motor homes, campers, or recreational vehicles may be used for permanent residence upon the property.
5. A **mobile home**, as that term is defined in Wisconsin Statutes §101.91 (1) of the Wisconsin Statutes, or **manufactured home**, as that term is defined under §101.91(2) of the Wisconsin Statutes, or **manufactured building** as that term is defined in Section §101.71(6) of the Wisconsin Statutes, shall not be placed, parked, attached, or otherwise situated on any property subject to this declaration, by any person, entity, heir, successor, or assign.
6. Each lot as referred to herein and as described in Article II above, shall have no more than one driveway access to and from the roadway delineated on said certified survey maps as set forth and described above.
7. No dusk to dawn mercury vapor lights shall be permitted.
8. No abandoned or junk cars shall be left or stored on the property, nor shall any unlicensed motor vehicle, recreational vehicle, or other vehicle commonly used for transportation, or recreation, be stored on the premises, unless kept within a garage, or other allowable accessory structure.
9. No other use of the property that is inconsistent with single family and two family residential uses shall be permitted on the subject property.
10. All exterior siding and roofing materials shall be of earth tone colors only. All buildings must be roofed with an earth tone color textured asphalt, roofing material, cedar shingles, shakes, or similar colored metal roofing materials.
11. Two Family Uses. All lots shall be limited to one duplex structure for two separate living spaces.

## ARTICLE V – GENERAL PROVISION

### Section 1 – Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any owner or any other person lawfully residing on any lot referred to herein.

### Section 2 – Rules and Regulations

If, by majority vote, the lot owners of the lots referred to above form an agency or association, the association shall have the power to adopt rules and regulations not inconsistent herewith governing the use of lots and any common property which may be created by said association.

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**Section 3 – No Right of First Refusal**

The right of any owner to sell, transfer, or otherwise convey his or her lot shall not be subject to any right of first refusal, or similar restriction in favor of any other lot owner or future created agency or association.

**Section 4 – Enforcement**

In the event any owner fails to comply with the provisions of this declaration, any such failure will give rise to a cause of action on the part of any aggrieved lot owner for the recovery of damages, or for injunctive relief, or both.

**Section 5 – Severability**

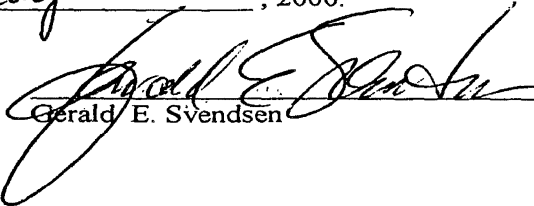
Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect the remaining covenants, and the same shall remain in full force and effect.

**Section 6 – Duration of Covenants, Restrictions and Easements**

Covenants, restrictions, conditions and easements of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner and owners of any lot, subject to this declaration, or their respective legal representatives, heirs, successors, and assigns. The easements set forth herein shall be perpetual.

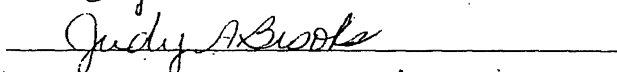
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the day and year first above written.

Dated this 6 day of May, 2000.

  
Gerald E. Svendsen

457046

Sworn before me this 6<sup>th</sup> day of May, 2000

  
Judy A. Brooks

Notary Public, State of OHIO  
My Commission JUDY A. BROOKS

NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires June 12, 2001  
Commission Recorded in Meigs County

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Drafted by: Speers, Cassin, Lindsey & Anderson  
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REGISTRY OF DEEDS  
MAYFIELD COUNTY, WIS.  
MAY 12 11 11 AM '00  
Vol. 779  
OF Rec PAGE 1028-1032

