

274602

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

388 608

Document Number

Document Title

This DECLARATION, made this 13th day of August, 2001,  
by Taylor Investment Corporation of Wisconsin, a Minnesota  
corporation (hereinafter referred to as Declarant), and Community First  
National Bank. (hereinafter referred to as Mortgagee).

WITNESSETH:

WHEREAS, Taylor Investment Corporation of Wisconsin, a Minnesota  
corporation is the owner and Community First National Bank is the  
mortgagee of the real property legally described as:

REGISTER'S OFFICE } SS.  
RUSK COUNTY }  
Received for Record the 30<sup>th</sup>  
day of Aug AD 2001  
at 10:00 o'clock A.M. and  
recorded in Vol. 388 of  
Records on page 608-613  
*Linda A. Effertz*  
Linda Ann Effertz  
Register of Deeds

INDEXED

1.m. Title  
315 E. LaSalle  
Barron, WI 54812

Return to: Taylor Investment Corporation  
P.O. Box 177, Spooner, WI 54801

4-54-0000  
4-53-0000

See Attached Exhibit A attached hereto and made a part hereof.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of  
Subject Property and, to this end, desires 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 owner(s) of any part thereof.

NOW, THEREFORE, Declarant does hereby give notice to all purchaser(s) and their  
successor(s) of any portion of Subject Property hereinbefore 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 interest, and any owner thereof.

**ARTICLE I**

**GENERAL PURPOSE**

The purpose of the Declaration is to insure the best use and the most appropriate  
development and improvement of the Subject Property; to protect owner(s) 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 of Subject Property; to encourage and secure the erection of attractive structures thereon, with appropriate locations thereof on each parcel; to prevent inharmonious improvement of Subject Property; to secure and maintain proper setbacks from the roads and adequate free spaces between structures; and in general, to provide adequately for a high type in quality and improvement in Subject Property, and thereby to preserve and enhance the value of investments made by purchaser(s) 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 full effect and supersede any and all conflicting statements contained herein.*

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

No mobile homes, no junk cars or shacks shall be permitted on Subject Property, nor shall any structures of a temporary character be used as a residence. Modular homes and manufactured homes delivered to the site with a minimum of 20 feet in width shall be permitted.

No on-site, unhoused storage will be allowed for excess material and infrequently used vehicles. (Definition of infrequently: Vehicles used less than once every 9-month period of each year.)

Storage of snowmobiles, boats, trailers, campers, golf carts, or other seasonal items frequently used (Definition of frequently: Those items used more than once every 9-month period of each year.) will be allowed, provided they are not kept closer than 30 feet from the right-of-way line or 63 feet from the centerline, whichever is greater, of any public road and 10 feet from any property line.

Outdoor toilets shall be permitted only as allowed by applicable law or regulation, and then not closer than a distance of 25 feet from dwellings and lot lines, 50 feet from wells, and 75 feet from the watercourse. All outdoor toilets shall be enclosed.

No horses, cows, goats, sheep, poultry or fowl of any kind will be permitted to be kept on lake frontage lots of Subject Property. Domestic pets will be permitted and shall be 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.

### **ARTICLE III**

#### **TYPE OF MATERIALS**

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 or aluminum) and such exterior must be suitably finished. Finishes shall be of colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earthtones."

All homes, cabins, or other dwellings, where permanent, seasonal, or recreational shall be at least 1,000 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.*

No building or other structure permitted under the terms of this agreement shall be located closer than 50 feet from the right-of-way or 110 feet from the centerline, whichever is greater, of State Road 40 or 30 feet from the right-of-way or 65 feet from the centerline of the town road, whichever is greater, and 15 feet from the sideyard.

Satellite dishes are considered permanent structures and must meet setback regulations.

### **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 or camping site, lawn or a 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.



**ARTICLE VII**  
**ROAD MAINTENANCE**

The easement road servicing the property is a private easement road and will be maintained by those in direct benefit of it. Maintenance of the road will consist of snowplowing, graveling, and grading as needed and will be the responsibility of the property owners. The cost for this maintenance will be divided equally among all owners and will be binding and transfer with the land.

**ARTICLE VIII**  
**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(s) 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 the majority 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(s) 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 or subsequent thereto.

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

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

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

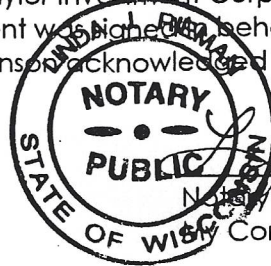
TAYLOR INVESTMENT CORPORATION OF  
WISCONSIN, A MINNESOTA CORPORATION

BY: \_\_\_\_\_

Brian J. Swanson  
Its: Assistant Secretary

STATE OF WISCONSIN )  
 )ss  
COUNTY OF WASHBURN )

On this 16<sup>th</sup> day of August, 2001, before me, a notary public within and for said county, personally appeared Brian J. Swanson, to me being personally known, who being by me duly sworn did say that he is the Assistant Secretary of Taylor Investment Corporation of Wisconsin, a Minnesota corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and said Brian J. Swanson acknowledged said instrument to be the free act and deed of said corporation.



Linda J. Reiman  
Notary Public, Washburn County  
My Commission expires: February 3, 2002

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.

COMMUNITY FIRST STATE BANK  
BY: [Signature]  
CRAIG HOKANSON  
Its: SENIOR VICE PRESIDENT

STATE OF WISCONSIN )  
 )ss  
COUNTY OF WASHBURN )

On this 16<sup>th</sup> day of August, 2001, before me, a notary public within and for said county, personally appeared Craig Hokanson, to me being personally known, who being by me duly sworn did say that he is Senior Vice President of Community First National Bank, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and said Craig Hokanson acknowledged said instrument to be the free act and deed of said corporation.



Linda J. Reiman  
Notary Public, WASHBURN County  
My Commission expires: 2/3/02

This Instrument Was Drafted By:  
Taylor Investment Corporation  
43 Main Street SE, Suite 506  
Minneapolis, MN 55414