

310569  
Document Number

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS**

Document Title

VOL 586 PAGE 389

This DECLARATION, made this 23rd day of October, 1997,  
by Taylor Investment Corporation of Wisconsin, a Minnesota  
corporation (hereinafter referred to as Declarant).

BURNETT COUNTY  
WISCONSIN  
RECEIVED AND RECORDED

WITNESSETH:

OCT 24 1997

WHEREAS, Taylor Investment Corporation of Wisconsin, a Minnesota  
corporation is the owner of the real property legally described as:

AT 11:00 O'CLOCK A.M.  
VOL 586 PAGE 389  
*Sandra Lee*  
REGISTER OF DEEDS

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

*Lots 1 through 10 of the Plat of Twilight Point recorded October 17, 1997, in the office of the Register of Deeds for Burnett County, Wisconsin, as Document Number 310420 in 5 of Plats, page 221, and located in all of Government Lot 1, Section 3 and part of Government Lots 3, 4 and 5, Section 2, Township 38 North, Range 16 West, Town of Siren, Burnett County, Wisconsin.*

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, unhoued 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, or any domestic animal, 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 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 "earth tones."

All homes, cabins, or other dwellings, where permanent, seasonal, or recreational shall be at least 960 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.*

A 75-foot setback from the Ordinary High Water Mark is required for all structures. (The actual setback may exceed 75 feet since new construction is not permitted within the 100-year flood boundary unless your first floor is two feet above the 100 year flood elevation of 956 feet.) In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet from the right-of-way or 63 from the centerline, whichever is greater, of a public road, and 10 feet from the side yard.

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 will not be maintained by Siren township or Burnett County. 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 between 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:   
Patrick J. Schremp  
Its: Assistant Vice President

STATE OF WISCONSIN        )  
  )ss  
COUNTY OF WASHBURN     )

On this 23rd day of October, 1997, before me, a notary public within and for said county, personally appeared Patrick J. Schremp, to me being personally known, who being by me duly sworn did say that he is the Assistant Vice President 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 Patrick J. Schremp acknowledged said instrument to be the free act and deed of said corporation.

  
Christina M. Foulk  
Notary Public, Barron County, Wisconsin  
My Commission expires: February 11, 2001

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