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VILAS TITLE SERVICE, INC.
P.O. Box 1177
Eagle River, WI 54521

268487

REGISTER OF DEEDS OFFICE
PRICE COUNTY, WIS.
Received for Record

COCHRAM LAKE

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

OCT 04 1993
8:35
AT 8:35
DAILY RECEIVED IN
OF RECORDS ON PAGE 547-
554
REGISTER OF DEEDS

THIS DECLARATION, made this 23rd day of September 1993, by, Taylor Investment Corporation of Wisconsin, a Minnesota Corporation, a Corporation under the laws of the State of Minnesota and John H. Figi, Jr. and Associated Trust Company, Inc., co-trustees of the Fourth Amendment and Restatement of Trust dated October, 1990 hereinafter referred to as Declarants.

WITNESSETH:

WHEREAS, Declarants are the owners of the real property legally described as:

The recorded Plat of COCHRAM LAKE, County Plat being a part of Section 9 and Section 10, Township 40 North, Range 3 East, of the Fourth Principal Meridian, Township of Fifield, Price County, Wisconsin, being recorded in Volume 142 Deed Plats, page 583.

WHEREAS, Declarants, desire 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, Declarants do 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 insure 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.

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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 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 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 mobile homes, no junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a residence. Modular homes and manufactured homes delivered to the site, with a mini-

num of 20 feet in width are permitted. Travel trailers shall be permitted on a temporary basis only, and then for recreational purposes only and shall not be used as a permanent dwelling.

No on-site unhousted 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 30 feet from 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 30 feet from any public road right of way, 25 feet from any property line and 100 feet from the ordinary Highwater Mark of the lake. All outdoor toilets shall be enclosed.

No horses, cows, goats, sheep, pigs, 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.

ARTICLE III

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, or wood 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 per-

manent, seasonal or recreational shall be at least 1000 square feet in size. This square foot requirement does not apply to travel trailers.

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 highwater mark is required for all dwellings. In addition, no building, trailer or other structure permitted under the terms of this agreement shall be located closer than 30 feet to any public road, right of way and 10 feet from the sideyard.

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 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

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 changed said covenants in whole or in part.

If any lot owner or persons 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 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. It should also be understood that there shall be no further subdividing of the real property described herein.

IN WITNESS HEREOF, Taylor Investment Corporation of Wisconsin, a Minnesota corporation and John H. Figi, Jr. and Associated Trust Company, Inc., co-trustees of the Fourth Amendment and Restatement of Trust Dated October, 1990 do hereby cause this instrument to be executed in its name on the day and year first written above.

TAYLOR INVESTMENT CORPORATION
OF WISCONSIN

BY: Joseph D. Marinaro
Joseph D. Marinaro
Assistant Vice President
Acquisitions & Development

STATE OF WISCONSIN)
) SS
COUNTY OF ONEIDA)

On this 23 day of September, 1993, before me a notary public for said county, personally appeared Joseph D. Marinaro to me being personally known, who being by me duly sworn did say that he is the Assistant Vice President, of Taylor Investment Corp of Wisconsin, a corporation under the laws of the State of Minnesota, and foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said Joseph D. Marinaro acknowledged said instrument to be the free act and deed of said corporation.



Patricia A. Clark
Notary Public
My Commission Expires 6-8-97

By: John H. Figi, Jr.
John H. Figi, Jr. Co-Trustee

By: James E. Bartelt
James E. Bartelt
Vice President & Senior Trust Officer

By: Richard J. Kamps, Senior
Richard J. Kamps, Senior
Vice President & Trust Officer

STATE OF WISCONSIN)
) SS
COUNTY OF WOOD)

John H. Figi, Jr., James E. Bartelt & Richard J. Kamps as Vendor, does hereby consent to the foregoing covenants, conditions, and restrictions.

Vendor shall not by it's 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,