

199019
199009

11 275
Vol. 338 Page 275

RECORDED

AUG 28 1980
10 00 AM

RESTRICTIONS

Don Rutter
REGISTERED PROFESSIONAL LAND SURVEYOR

Elinson Realty of the North, Inc., and William L. Johnson, being the owners of all of the lots located in Lakewood Hills Subdivision, said subdivision to be described as follows:

LEGAL DESCRIPTION - LAKEWOOD HILLS (excepts Lots 1 through 6 and 87, 88, 90 and 91:

A parcel of land in Government Lots 5 and 6, Section 28 and the NW 1/4 of the NE 1/4, the NE 1/4 of the NE 1/4, the SW 1/4 of the NE 1/4, the SE 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, and the NE 1/4 of the SE 1/4, Section 33, T41N, R8E, Plum Lake Township, Vilas County, Wisconsin, more particularly described as follows:

Commencing at the section corner common to Sections 27, 28, 33 and 34, marked by a 6" x 6" concrete monument, witnessed by a 13" Maple bearing S30°W, 22.5 feet; thence N5°23'51"E, 523.95 feet along the east line of said Section 28 to a meander corner near the shore of Plum Lake, marked by a 5" x 5" brass capped concrete monument; thence meandering along the lake S32°27'43"W, 414.36 feet to a 1" iron pipe; S84°05'13"W, 182.56 feet to a 1" iron pipe and N65°20'35"W, 289.79 feet to the place of beginning, marked by a 1" iron pipe.

Thence N43°50'25"W, 641.63 feet along the lake to a 1" iron pipe; thence leaving the lake S25°12'03"W, 643.17 feet to a 1" iron pipe on the easterly right of way line of Lakewood Drive; thence along said right of way line 90.19 feet along the arc of a curve concave easterly, with a radius of 232.00 feet, the chord of which bears N8°07'13"E, 89.63 feet to a 1" iron pipe; 257.31 feet along the arc of a curve concave southwesterly, with a radius of 291.00 feet, the chord of which bears N6°04'27"W, 249.01 feet to a 1" iron pipe; 104.49 feet along the arc of a curve concave southwesterly, with a radius of 291.00 feet, the chord of which bears N41°41'33"W, 103.93 feet to a 1" iron pipe; 100.80 feet along the arc of a curve, concave southwesterly, with a radius of 291.00 feet, the chord of which bears N61°54'09"W, 100.30 feet to a 1" iron pipe; 32.26 feet along the arc of a curve, concave southerly, with a radius of 291.00 feet, the chord of which bears N75°00'08"W, 32.25 feet to a 1" iron pipe; 33.47 feet along the arc of a curve concave southerly, with a radius of 291.00 feet, the chord of which bears N81°28'26"W, 33.45 feet to a 1" iron pipe; 283.00 feet along the arc of a cul-de-sac, being the northerly terminus of said Lakewood Drive, concave southeasterly, with a radius of 60.00 feet, the chord of which bears S38°27'11"W, 84.67 feet to a 1" iron pipe; 455.24 feet along the arc of a curve, concave southwesterly, with a radius of 225.00 feet, the chord of which bears S38°42'19"E, 381.47 feet to a 1" iron pipe; and 115.85 feet along the arc of a curve, concave easterly, with a radius of 298.00 feet, the chord of which bears S8°07'13"W, 115.12 feet to a 1" iron pipe; thence leaving the right of way line of said Lakewood Drive N84°48'47"W, 161.50 feet to a 1" iron pipe; thence S1°18'12"W, 722.00 feet to a 1" iron pipe; thence S85°18'12"W, 175.00 feet to a 1" iron pipe; thence S37°18'12"W, 710.00 feet to a 1" iron pipe; thence S26°41'48"E, 170.00 feet to a 1" iron pipe; thence S28°48'12"W, 800.00 feet to a 1" iron pipe; thence N89°01'57"W, 214.08 feet to a 1" iron pipe on the North-South 1/4 line of said Section 33; thence S1°42'04"W, 1984.77 feet along the North-South 1/4 line of said Section 33 to an iron pipe on the northerly right of way line of County Trunk Highway "N"; thence along said right of way line S89°25'33"E, 1075.25 feet to an iron pipe; N67°00'16"E, 299.35 feet to an iron pipe; N65°22'38"E, 145.27 feet to a 1" iron pipe; N79°23'00"E, 183.88 feet to an iron pipe; N83°06'51"E, 115.06 feet

to an iron pipe; N82°09'49"E, 220.72 feet to a 1" iron pipe; N64°46'11"E, 154.66 feet to a 1" iron pipe; and N49°37'48"E, 59.33 feet to an iron pipe; thence leaving said right of way line of County Trunk Highway "N" N2°18'13"E, 2283.96 feet to a 1" iron pipe on the south line of the NE 1/4 of the NE 1/4 of said Section 33; thence N8°19'43"W, 1007.11 feet to a 1" iron pipe; thence N71°55'45"W, 140.00 feet to a 1" iron pipe; thence N15°04'06"E, 591.63 feet to the place of beginning.

The above lot lines bearing S25°12'03"W, 643.17 feet and N15°04'06"E, 591.63 feet extend to the lake including all riparian rights thereto.

Subject to any easements, restrictions, or rights of way of record or of use, and to a perpetual easement for public utilities.

does hereby place the following restrictions upon all of said lots in said subdivision.

1. All dwellings, awnings, carports, utility rooms, fences, and any other structures located on these lots shall be reasonably maintained, repaired, and painted to maintain a nice appearance of the subdivision.
2. The use of the property shall be limited to that of single family residential homes and customary additions, except as hereinafter set forth and as herein limited.
3. No animal husbandry of any type or species shall be maintained on any portion of these lots. Nothing herein contained shall preclude any person from keeping pets, so long as such pets are not obnoxious or dangerous, and so long as no pet or pets are maintained, bred, or raised for profit. The number shall be reasonable.
4. No fences, hedges, or other lineal uninterrupted obstructions shall be permitted, except small decorative fences or living hedges, not in excess of five feet in height, for decorative purposes only.
5. No dwellings shall be constructed on said lots that has a useable floor space of less than 864 square feet (24' x 36') of living area, measured by outside dimensions, exclusive of any carport, garage, breezeway, or other like structure. No dwelling shall be constructed less than twenty-four feet in both width and length. Only new materials shall be used on the exterior of all buildings. All structures on the premises shall be reasonably maintained.
6. Exterior construction of all buildings, including finishing, shall be completed within nine months after the date of beginning construction. In computing said time of nine months, the months of December through April, shall not be counted. Living in basements, or subsurface structures or dwellings, shall not be permitted.

7. All exterior outside walls shall be built with new materials, and shall be stained, painted, or plastered, or have a similar finish.

8. The foundations of all buildings shall be completed and enclosed. No trailer, garage, barn, or other outbuildings shall be used at any time as a residence, whether temporarily or permanently.

9. No part of said property shall, at any time, be used for any purposes which create offensive smells, loud noises, offensive smoke, or junk yards, or for any other purpose that constitutes a nuisance.

10. No building shall be constructed or maintained that is not set back a minimum of One-Hundred feet (100') from the center line of the existing Town Roads, nor shall any building be constructed or maintained that is closer than fifteen feet from any rear lot line or closer than fifteen feet from any side lot line. All other set back requirements shall be as set forth in applicable Vilas County and Town of Plum Lake zoning ordinances.

11. No more than one residence, one garage, and one service building shall be permitted on each lot.

12. No outdoor privies will be permitted.

13. All applicable town, county, and state ordinances, laws, and regulations shall be complied within the erection and construction of any buildings on these lots.

14. A septic tank must be installed for each residence, and the plumbing, as well as the septic tank, must meet the standards set by the Wisconsin State Board of Health in their administrative regulations. Each dwelling must be equipped with inside or adjacent plumbing and sanitation facilities.

15. Nothing contained herein shall be construed as prohibiting the present owners, or their assigns, or their duly appointed agents or representatives from erecting any model homes, or sales office upon the property until such time as all of the property shall have been sold.

16. No water well shall be drilled, maintained, or used on this property at any point near than is permitted by applicable town, county, or state ordinances or regulations, or nearer than fifty feet from any sewage disposal drainfield, whichever is greater.

17. All buildings shall be furnished on the outside and shall be reasonably maintained and shall be kept painted, to maintain a nice appearance. Tarpaper shacks or similar structures are prohibited.

18. All lots shall be kept free from any and all unsightly structures, junk or debris. The owner of any adjoining lot shall have the right, at any time, to clean up any lots that have unsightly structures, junk or debris on them, so that this restriction is strictly complied with, and may make a reasonable charge for such services to the owner, and if the owner refuses to pay, file a lien therefor, to be enforced the same as a mechanic's lien.

19. No commercial enterprises shall be permitted on any of the lots, save only professional offices, located within the residence on the lot. No merchandise shall be offered or displayed openly for sale on any of said lots.

20. No living trees shall be removed or cut, except for trimming of trees to enhance appearance, on any unimproved lot in this subdivision, except that trees may be cut or removed after obtaining prior written permission thereof, from Eliason Realty of the North, Inc. or William L. Johnson, and if said cutting or removing is followed, within sixty days, by the commencement of construction on said lot of a structure or structures permitted by these restrictions.

21. So long as Eliason Realty of the North, Inc. and William L. Johnson are the recorded owners of any lot or lots in this subdivision, it and its agencies and assigns, shall have the right to cut and/or remove any dead trees or vegetation located on any unimproved lot in the subdivision, for the purpose of maintaining an orderly and desirable appearance of said subdivision.

22. No exterior burning of any type shall be done within the subdivision except by Eliason Realty of the North, Inc. and William L. Johnson, or with their written permission.

23. The conditions and restrictions herein contained, may be enforced by an action for injunctive relief by the owner or owners of any of the lots in said subdivision.

24. These restrictions and conditions may be amended at any time by a vote of the owners of the majority of the lots, one vote per lot; any such amendment shall be set forth in writing, in recordable form and recorded in the office of the Register of Deeds for Vilas County, Wisconsin.

25. These conditions and restrictions may be terminated by a vote of two-thirds of the owners of the lots, one vote per lot; in such event, a document setting forth the fact of termination subscribed to in writing by the owners of at least two-thirds of the lots, as herein set forth, shall be recorded in the office of the Register of Deeds in and for Vilas County, Wisconsin. Upon the recording of such documents, the restrictions and conditions herein contained,

388 W1279

shall no longer be of any force of effect.

26. The provisions contained herein shall run with and bind the land and shall inure to the benefit of, and be enforceable by any owner of the land affected by these restrictions, their assigns, agents, heirs, successors, or personal representatives.

27. The failure of any landowner 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 thereof.

28. If any provisions of this indenture or the application of such provisions to any persons or circumstances shall be held invalid, the remainder of this indenture or the application of provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

29. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed that it is to the best interests that changes shall be made, in which case, such changes shall then be evidenced.

IN WITNESS WHEREOF, the said Eliason Realty of the North, Inc. and William L. Johnson, have hereunto subscribed their signatures and seals this 28th day of August, 1980.

WITNESSES:

Judith E. Hansen
Cynthia D. Bennett

ELIASON REALTY OF THE NORTH, INC.

BY: Richard L. Eliason
Richard L. Eliason - President (OWNER)

ATTEST BY: John U. Lucas
John U. Lucas - Secretary

WILLIAM L. JOHNSON

BY: William L. Johnson (OWNER)

STATE OF WISCONSIN
COUNTY OF VILAS

Personally came before me this 28th day of August, 1980, the above named Richard L. Eliason - President/Owner, John U. Lucas - Secretary, and William L. Johnson - Owner, to me known to be the persons who executed the foregoing instrument and acknowledged the same as the deed of said corporation, by its authority.

DRAFTED BY:

Richard L. Eliason-President
for ELIASON REALTY OF THE NORTH, INC.
and William L. Johnson

Judith E. Hansen
Notary Public, Vilas County, Wisconsin
My Commission: April 3, 1984

233712

INC. 180 PAGE 320

AMENDMENT TO RESTRICTIONS

WHEREAS, Eliason Realty of the North, Inc. and William L. Johnson executed a certain document entitled RESTRICTIONS, on the 28th day of August, 1930, which said restrictions were recorded in the office of the Register of Deeds for Vilas County, Wisconsin on the 29th day of August, 1930 in Volume 388, Page 275, as Document No. 199009, and which said restrictions applied to certain lots described therein, being certain lots located in Lakewood Hills Subdivision, the legal description of which is set forth in said restrictions; and

WHEREAS, neither Eliason Realty of the North, Inc. nor William L. Johnson own any of the lots in Lakewood Hills Subdivision any longer; and

WHEREAS, Community Savings and Loan Association is the owner of a majority of the lots in said subdivision, to-wit:

Lots 21, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 49, 55, 56, 57, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 74, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, and an undivided 49/85 interest in the private access; and

WHEREAS, Paragraph 24 of said restrictions states that they may be amended at any time by a vote of the owners of the majority of the lots, one vote per lot, which said amendment shall be set forth in writing in recordable form and recorded in the office of the Register of Deeds for Vilas County, Wisconsin.

NOW, THEREFORE, Community Savings and Loan Association, being the owner of a majority of the lots in Lakewood Hills Subdivision, all as shown by the records in the office of the Register of Deeds for Vilas County, Wisconsin, as of this date, does hereby amend paragraphs 20, 21 and 22 of the Restrictions set forth in Volume 388, Page 275, Document No. 199009, Vilas County Records, to read as follows:

20. Cutting of live trees shall be done sparingly, and only in such manner as will preserve and enhance the wilderness atmosphere of the

area. No lot shall be clear cut. Nothing herein contained shall be construed to prohibit removal of dead, dying or dangerous trees.

21. Delete

22. No exterior burning shall be done within the subdivision except for cooking fires and campfires.

DATED this 27th day of May, 1986.

COMMUNITY SAVINGS AND LOAN
ASSOCIATION

Richard J. Wurtz
BY: Richard J. Wurtz

Lois M. Weber
BY: Lois M. Weber

STATE OF WISCONSIN)
) ss.
COUNTY OF Fond du Lac

Personally came before me this 27th day of May, 1986, the above-named Richard J. Wurtz and Lois M. Weber, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Baron J. Seeger
Notary Public, Fond du Lac County, WI
My Commission: (October) 12, 1986

CERTIFICATION

I do hereby certify that I am the Vice President of Community Savings and Loan Association, a Wisconsin corporation, as of the date of the execution of these amended restrictions, Community Savings and Loan Association was the owner of 49 lots located in Lakewood Hills Subdivision.

Richard J. Wurtz
BY: Richard J. Wurtz

Drafted By:
John L. O'Brien, Attorney at Law
Eagle River, Wisconsin 54521
vjd

RECORDED

JUN 4 1986

10:00 am

Dona Richter
REGISTER OF DEEDS, VILAS CO., WIS.

W & O 6-10-86

251162

REL 527 REC654

RECORDED

AUG 29 1988

2:30 P.M.

Anna Becker
REGISTER OF DEEDS VILAS CO WIS.

AFFIDAVIT OF COMPLIANCE

RE: Restrictions pertaining to Lakewood Hills Subdivision as recorded in the office of the Vilas County Register of Deeds in Volume 388, Page 275, as Document No. 199009; and as amended by Amendment to Restrictions recorded in the office of the Vilas County Register of Deeds in Volume 480, Page 320, as Document No. 233712; and again amended by Amendment to Restrictions recorded in the office of the Vilas County Register of Deeds in Volume 506, Page 460, as Document No. 243094, Volume 506, Page 462, as Document No. 243095, Volume 506, Page 626, as Document No. 243188, Volume 506, Page 628, as Document No. 243189, Volume 506, Page 630, as Document No. 243190, and Volume 506, Page 632, as Document No. 243191.

*Koopman 6-fee
30g
6.30
chg*

STATE OF WISCONSIN)
) ss.
COUNTY OF VILAS)

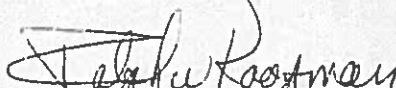
RALPH W. KOOPMAN, being first duly sworn, on oath deposes and states as follows:

1. I am the attorney for certain owners of property located in Lakewood Hills Subdivision, and I am licensed to practice law in the state of Wisconsin.
2. Said Lakewood Hills Subdivision contains unplatted property consisting of Lots 1 through 91, excepting Lots 1 through 6 and 87, 88, 90 and 91; therefore, there are only 81 lots in said subdivision.
3. Paragraph 24 of the aforescribed Restrictions permits amendment thereof by a vote of 75% of the owners of the lots

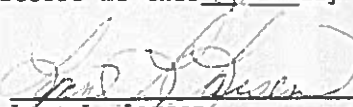
VOL 527 PAGE 655

in said subdivision, one vote per lot; that recorded immediately after this Affidavit are Amendments to Restrictions executed by the owners of 61 lots in said subdivision, said number constituting 75% of the owners of the lots in said subdivision.

4. The purpose of this Affidavit is to establish that said Restrictions have been effectively amended in accordance and compliance with the provisions of Paragraph 24 of the Restrictions, by a vote of the owners of 75% of the lots.

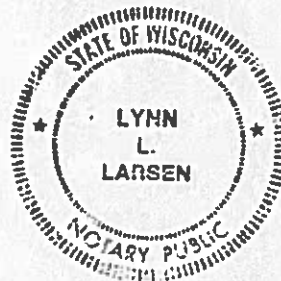

Ralph W. Koopman, Affiant

SUBSCRIBED AND SWORN TO before me this 24 day of August, 1988.


Lynn L. Larsen
Notary Public, Vilas County
My Commission Expires: 8/2/92

DRAFTED BY:

Attorney Ralph W. Koopman
Hwy. 45 North and McKinley Blvd.
P.O. Box 1838
Eagle River, WI 54521
715-479-8220



251103

527 FILE 656

RECORDED

AUG 29 1988

2:30 P.M.

AMENDMENT TO RESTRICTIONS

Alma Reister
REGISTER OF DEEDS VILAS CO. WIS.

WHEREAS, on August 28, 1980, Eliason Realty of the North, Inc., and William L. Johnson executed a certain document entitled RESTRICTIONS, which Restrictions were recorded in the office of the Vilas County Register of Deeds on the 29th day of August, 1980, in Volume 388, Page 275, as Document No. 199009, and which Restrictions applied to real estate described therein, being certain lots located in Lakewood Hills Subdivision, the legal description for which is as set forth in said Restrictions; and

WHEREAS, said Restrictions were amended by AMENDMENT TO RESTRICTIONS recorded in the office of the Vilas County Register of Deeds in Volume 480, Page 320, as Document No. 233712; and

WHEREAS, said Restrictions were again amended by AMENDMENT TO RESTRICTIONS recorded in the office of the Vilas County Register of Deeds in Volume 506, Page 460, as Document No. 243094, Volume 506, Page 462, as Document No. 243095, Volume 506, Page 626, as Document No. 243188, Volume 506, Page 628, as Document No. 243189, Volume 506, Page 630, as Document No. 243190, and Volume 506, Page 632, as Document No. 243191; and

WHEREAS, the undersigned is the owner of the following lot(s) in Lakewood Hills Subdivision, to-wit: Lots 37, 38 and 59; and

WHEREAS, Paragraph 24 of said Amendment to Restrictions

Vol. 527 Page 657

provided for amendment to said Restrictions at any time by a vote of the owners of seventy-five percent (75%) of the lots, one vote per lot, which amendment shall be set forth in writing and in recordable form, and shall be recorded in the office of the Register of Deeds for Vilas County, Wisconsin;

NOW, THEREFORE, the undersigned, being the owner of the aforescribed lot(s) in Lakewood Hills Subdivision, as shown by the records in the office of the Register of Deeds for Vilas County, Wisconsin, does hereby agree that Paragraphs 8, 22, 24 and 29 of the Restrictions as set forth in Volume 388, Page 275, as Document No. 199009, as amended by AMENDMENT TO RESTRICTIONS set forth in Volume 480, Page 320, as Document no. 233712, and as again amended by AMENDMENT TO RESTRICTIONS, set forth in Volume 506, Page 460, as Document No. 243094, Volume 506, Page 462, as Document No. 243095, Volume 506, Page 626, as Document No. 243188, Volume 506, Page 628, as Document No. 243189, Volume 506, Page 630, as Document No. 243190, and Volume 506, Page 632, as Document No. 243191, shall be amended as follows:

8. The foundations of all buildings shall be completed and enclosed. No trailer, garage, barn, or other outbuildings shall be used at any time as a residence, whether temporarily or permanently.

22. Delete.

24. These restrictions and conditions may be amended at any time by a vote of the owners of the majority of the lots,

one vote per lot; any such amendment shall be set forth in writing, in recordable form, and recorded in the office of the Register of Deeds for Vilas County, Wisconsin.

29. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed that it is to the best interests that changes shall be made, in which case, such changes shall then be evidenced.

SIGNED AND DATED this 26 day of July, 1988.

Michael J. Eyre
Michael J. Eyre

Bonnie J. Eyre
Bonnie J. Eyre

STATE OF WISCONSIN)
COUNTY OF Vilas) ss.

Personally came before me this 26 day of July, 1988, the above-named Michael J. Eyre and Bonnie J. Eyre, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Cecilia A. Schmidt
Notary Public, Vilas County
My Commission Expires: 2-2-92

DRAFTED BY:

Attorney Ralph W. Koopman
P.O. Box 1838
Eagle River, WI 54521
715-479-8220

299030

VOL 676 PAGE 31

June 16, 1994

Re.: Document No. 199009
Vol. No. 388, pgs. 275-279
Recorded 8/29/80
Vilas County Register of Deeds

RECORDED

JUN 16 1994

1:30 pm

AMENDMENT TO LAKEWOOD HILLS SUBDIVISION RESTRICTIONS:*Alona Richter*
REGISTER OF DEEDS, VILAS CO., WI

As provided under Item 24, pg. 278 of the above mentioned document restrictions and conditions are to be amended by a majority vote of subdivision lot owners. It is hereby certified that a mail ballot was sent to the home of record of all eligible lot owners on or about August 27, 1993. The ballot asked that subdivision restrictions be amended to permit the construction of a "dry" hydrant at the commonly owned subdivision boat landing/beach area by the Plum Lake Volunteer Fire Department. Construction to involve the installation of an underground pipe in the lake bed, exit several feet east of the boat ramp and a hydrant placed approximately 12' from the lake edge.

This will certify that some 66 (of a possible 85) ballots were returned with 65 lot owners (76%) voting in favor of the installation (and amendment).

The aforementioned Subdivision Restrictions are amended as follows:

"The Plum Lake Volunteer Fire Department is granted permission to install, maintain, and use a hydrant at the commonly owned subdivision boat landing/beach site. The Town is further authorized to plow the private road to permit fire truck access to the site. (Installation and plowing to not involve any lot owner expense.) It is understood that the (spur) road to the landing area will retain its existing private nature and that hydrant access is granted solely for the use by the Fire Department."

Byron A. Barnes
Byron A. Barnes
3230 Lakewood Drive
Lakewood Hills Subdivision
Sayner, WI 54560

Byron A. Barnes
Byron A. Barnes

ACKNOWLEDGMENT

Vilas County, Wisconsin

Personally came before me this 16th day of June 1994 the above named
Byron A. Barnes to me known to be the person who executed the foregoing
instrument and acknowledge the same.

Dona Richter

Dona Richter - Register of Deeds Vilas County, WI
My Commission expires: May 14, 1995



This instrument drafted by: Byron A. Barnes

Notary
Public
Vilas County
Wisconsin

239030