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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
HEMLOCK SOUTH SUBDIVISION**

2835531
CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI
RECORDED ON
08/30/2018 09:29 AM
REC FEE: 30.00
TRANS FEE:
EXEMPT #

PAGES: 7

THIS DECLARATION of Conditions, Covenants,
and Restrictions for **Hemlock South Subdivision**,
Town of Lawrence, Brown County, Wisconsin, is
Made this 1st day of August, 2018, by
Seven For Land LLC, a Wisconsin limited liability
company ("Developer"). Developer is the owner of
the following described real estate in the Town of
Lawrence, County of Brown, State of Wisconsin,
being the real estate now duly platted as:

**Lots 1 through 36, HEMLOCK SOUTH
SUBDIVISION, Town of Lawrence,
Brown County, Wisconsin, as recorded in the
Register of Deeds Office on 8/30 2018,
Volume 24, Pages 79 and 80
as Document No. _____.**

RETURN TO:

MIKE SELNER, MANAGER, MRMSA
SEVEN FOR LAND LLC
516 N. 8TH ST. B
DEPERE, WI 54115

SVC
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and hereby makes the following declaration of covenants, conditions and restrictions to which the lots
or tracts constituting such subdivision shall be put, and hereby specifies that such declaration shall
constitute covenants, conditions and restriction that run with the land, as provided by law, and shall be
binding on all parties and all persons claiming under them, and shall be for the benefit of, and
limitations on, all future owners in such subdivision.

1. Purpose. The purpose of these covenants, conditions and restrictions
is to insure the use of the property for attractive residential purposes only, to
prevent nuisance, to prevent the impairment of the attractiveness of the
property, and to maintain the desire tone of the community, and thereby to
secure to each lot owner the full benefit and enjoyment of their property, with
no greater restriction on the free and undisturbed use of their property that is
necessary to insure the same advantages to all the other lot owners.

2. Architectural control. No dwelling, house or other structure shall be erected or constructed on any lot in this subdivision unless and until the plans and specifications have been submitted to, and approved by, Developer. If Developer fails to approve or disapprove any plans and specifications within fifteen (15) days after the same have been submitted, said plans and specifications shall be deemed to have been approved.

Front fascia stone or brick is calculated by taking into account all house walls, gable walls and dormer walls facing the street on the front door side of the house. The calculation is based off the square footage of that wall space after deducting the doors and windows from the wall space. The percentage of stone or brick on that remaining square footage of wall space is required by lot according to these covenants. A calculation of the amount percentage of stone or brick must be shown on the plan prior to submitting for developer approval. Roof pitch shall be labeled on the plan for developer approval as well.

Lots 1 and 9. Ranch homes to contain a minimum of 2,000 square feet of living area on the main level. Two-story and multi-level homes to contain a minimum of 2,300 square feet of living area on the above ground levels. A minimum of 30% stone or brick shall be required for the front fascia of all homes. The roof pitch on all residences must be a minimum of 7/12 pitch on the main roof lines. Developer may approve different other levels of exterior finish depending on the style and characteristics of the home.

Lots 2 through 8. Ranch homes to contain a minimum of 2,300 square feet of living area on the main level. Two-story, multi-level homes to contain a minimum of 2,800 square feet of living area on the above ground levels. A minimum of 30% stone or brick shall be required for the front fascia of all homes. The remaining front fascia "and" front wall returns of all homes to be LP Smartside, Cement Board Siding, E.I.F.S., or Vinyl Shakes. The roof pitch on all residences must be a minimum of 8/12 pitch. Developer may approve different other levels of exterior finish depending on the style and characteristics of the home.

Lots 10 through 36 . Ranch homes to contain a minimum of 1,800 square feet of living area on the main level. Two-story, multi-level homes to contain a minimum of 2,200 square feet of living area on the above ground levels. A minimum of 30% stone or brick shall be required for the front fascia of all homes. The roof pitch on all residences must be a minimum of 7/12 pitch. Developer may approve different other levels of exterior finish depending on the style and characteristics of the home.

3. Land use and building type. All lots shall be used for single-family homes.
4. Garages. Minimum two stall attached garage.
5. Type of Construction. No pre-constructed buildings or residences shall be moved onto any lot and temporary structures are not permitted.
6. Basement/Footings. All homes are required to have full basements
7. Grade. All lots, after construction, shall be graded in such a manner as to provide storm water runoff not to interfere with neighboring lots.

8. Construction Time. All improvements in plat shall be completed within (9) months of commencement.

9. Landscaping Time. Lawns shall be seeded within 9 months of occupancy permit.

10. Driveways. All drives are to be hard surfaced with concrete within 9 months of occupancy permit.

11. Sidewalks. Lots 1 & 9-12 require sidewalk on Wizard Way. Lots 13-17 require sidewalk on Seeker Lane. Lot 18 requires sidewalk on both Seeker Lane and Dobby Street. All Sidewalks are to be installed by lot owner within 9 months of occupancy permit except for Lot 18 on Dobby Street where that will need to be installed at the time of Dobby Street completion or home construction whichever comes last. Sidewalks must be installed on undeveloped lots no later than 5 years after original completion of road and curbs.

12. Storage or Utility Building/Outbuilding. Outbuildings are permitted in the plat. Such buildings must observe all setbacks and be congruous in color and style to the residence. They shall have the same roofing and siding used on the residence. All buildings must also abide by the Town of Lawrence requirements.

13. Fences. No chain link type fencing is permitted except for dog-type kennels not to exceed 100 square feet. No more than one (1) dog kennel per lot. Kennel is to be kept in backyard behind and attached to house.

14. Chicken Coops. No raising of Chickens, Fowl, or Livestock is allowed.

15. Maintenance.

- a. Parking: Non-operable vehicles, boats, trailers, RV's, campers and other such vehicles may not be parked or stored outside for more than five (5) twenty four (24) hours periods within one calendar year. Storage, temporary or permanent of these vehicles must be kept in an enclosed garage. Vacant lots may not be used for parking or storage of any kind.

- b. Landscape: All lawns and landscaping shall be maintained in an attractive manner. All lawns must be kept clipped; no "wildlife" or "prairie" lawns are permitted in the front of the primary structure. The cutting and storage of firewood shall be contained to an area concealed from the view of neighbors and be maintained in an orderly fashion.
- c. The lot owner is required to perform all necessary maintenance and upkeep of the lot prior to construction, including keeping the lot free of trash, waste, brush, weeds, and long grass. At all times during construction, the site shall be maintained to developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as well prevent such material from blowing onto neighboring properties and/or streets.

15. Modification. These covenants and restrictions may be removed, modified, annulled, waived, changed, or amended, at any time and in any manner by a written declaration setting forth such amendment, which has been executed by the owners of at least 75% of the lots in said plat, in such form as to entitle it to be recorded with the Register of Deeds Office for Brown County, Wisconsin, provided, however, that such amendment, to be effective shall require written approval, of recordable form of developer, so long as he owns any of the lots in the plat; further provided, however, that written approval of Developer shall not be required if the only lot he own is for a primary residence. All covenants set forth within this document shall apply exclusively to this development and in no way shall a variance or special exception to these covenants be pursued through governmental channels associated with the Town of Lawrence or Brown County. All rights and responsibilities of the developer shall expire upon concluding sale of all parcels in said development. If the Developer or heirs of the Developer own

property within the development for personal residential purposes then their roles and responsibilities within the development shall be the same as that of any other within the development.

16. Enforcement: Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain a violation or to recover damages. Legal filing of violation of these covenants shall be permitted by any resident of the development, by the Developer if still holding a share of the development, or in the case of violating the adopted storm water management plan and overall grading plan, then the Town of Lawrence shall have the right to file. In the event of litigation to enforce these conditions, covenants, and restrictions, the non performing party or party violating any of the conditions, covenants, and restrictions shall reimburse the Developers and/or owners for all out of pocket expenses (including actual attorney's fees and court costs) incurred in enforcing these conditions, covenants, and restrictions.

17. All decisions of the developer shall be enforceable against any lot owner if made in good faith exercise of the judgement or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.

18. Variations of these covenants may be permitted by the developer where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole.

19. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has hereunto set is hand and seal on the day and year first above written.

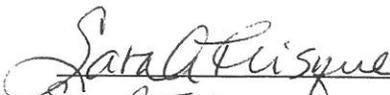
DECLARANT:

SEVEN FOR LAND LLC,
a Wisconsin Limited Liability Company

By:  (Seal)
Michael Selner, Managing Member

STATE OF WISCONSIN)
) SS:
COUNTY OF BROWN)

Personally came before me this 29th day of August, 2018, the above named Michael Selner, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Sara Frisque, Notary Public
Brown County, Wisconsin
My Commission expires: 3/15/20



Drafted by: Michael Selner