

533087

Document Number

LOT COVENANTS-LAKE CONTENT LLC
EAGLEWATCH SUBDIVISION

Document Title

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REGISTER OF DEEDS, VILAS CO., WI

Recording Area

⑤

Name and Return Address

Knight Barry Title 307 Rd.
8023 Hwy 51 S
Minocqua, WI 54548

024-1509-0011

Parcel Identification Number (PIN)

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WRDA Rev. 12/22/2010

LOT COVENANTS – LAKE CONTENT, LLC (EAGLEWATCH SUBDIVISION)

The undersigned, Lake Content, LLC, a Wisconsin Limited Liability Company, is the fee title owner of certain real property located in the Town of St. Germain, Vilas County, Wisconsin (the "Municipality"). In order to develop such property for residential uses of high quality and character, the said property, known as the Eaglewatch Subdivision, shall be subject to the following covenants and restrictions, which shall inure to the benefit of and pass with the property and each of every parcel thereof and shall apply to and bind the successors in interest and any owner thereof.

(1) Property Subject to this Declaration. The real property subject to this Declaration is more particularly described as follows (otherwise referred to herein as "lots" or "lot"):

Parcels of land being described as Lots 1 through 43 of Eaglewatch Subdivision except Outlot 1, recorded in Volume 11 of Plat, Page 66, as Document Number 527905, in Plat Cabinet Slide B-116, at 10:55 a.m. on March 3, 2015, at the Vilas County Register of Deeds office and Lot 1 and Lot 2 of Certified Survey Map Number 5205, recorded in Volume 18 C.S., On Page 271, on June 25, 2014 at 11:20 a.m., at said Vilas County Register of Deeds office, all being part of Government Lot 1 and part of Government Lots 2 and 9 of Section 29, and all of Government Lot 4 and part of Government Lots 1, 2, 3, and 5 of Section 28, part of the Southeast 1/4 of the Southwest 1/4, part of the Northeast 1/4 of the Southwest 1/4, and part of the Northwest 1/4 of the Northeast 1/4 of Section 28, all in Township 40 North, Range 8 East, Town of St. Germain, Vilas county, Wisconsin.

(2) Purpose. The purpose of this Declaration of Covenants (the "Declaration") is to insure the best use and most appropriate development and improvement of each Lot, to protect owners of the Lots against uses of other Lots as will detract from the residential value of their property; to preserve, as far as is practical, the natural beauty of said property; and in general to provide adequately for a high type and quality of improvement of the Lots, and thereby preserve and enhance the values of investments made by purchasers of the Lots. One of the buildings existing in the Eaglewatch Subdivision can be used as a marketing/design studio for the purpose of marketing, developing and selling lots in said subdivision.

(3) Uses. The Lots shall only be used for single family residential purposes as set forth in this Declaration. No commercial, industrial, agricultural, manufacturing, mining or other nonresidential uses are permitted on any Lot. If any owner of any of the Lots desires to place the form of ownership in a condominium in compliance with Wisconsin laws, it may do so, provided that in no event shall the number of single family units in the condominium exceed one (1) unit per Lot.

(4) Structures. Only one primary single family dwelling structure shall be permitted on any Lot and one secondary dwelling, not to be used as a rental, as long as they conform with all terms and conditions of this Declaration and any applicable zoning codes, regulations or laws. Garages and other accessory buildings shall be permitted as long as they are reasonable in number, size and scope and provided they must comply with the provisions of this Declaration, including but not limited to Paragraphs (8) and (9) below. No mobile home, modular home or similar home shall be established or placed on any Lot, provided, however, that this shall not prohibit the construction of a home containing components manufactured off-site as long as the structure is primarily assembled and completed on the Lot.

(5) Setbacks; Height. The minimum setback from the boundary lines of each Lot shall conform with any applicable zoning codes or laws and no residences or structures, of any type, shall be located within said setback area. Height restrictions and locations of all structures or buildings shall also conform with any applicable zoning codes or laws.

(6) Size. No dwelling shall be erected on any Lot having less than the following minimum size:

(a) Not less than one thousand two hundred (1,200) square feet for a one-story dwelling.

Square footage calculations shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace and room projections are included only when the floor joists are extended under those areas. Areas not included are decks, porches, garages, carports, attics, breezeways, sunrooms or similar additions. No floor area below finished yard grade shall be considered living area.

(7) Outside Storage. No parking or outside storage of boats, motor homes, trailers, motorcycles, snowmobiles or other equipment of any kind shall be permitted on any Lot outside of a building (other than on a temporary basis of not more than three consecutive days per sixty day period) that is visible from outside the boundary of a Lot.

(8) Completion. All buildings (or any additions thereto) shall be completed and ready for occupancy within one (1) year from the date ground is broken for such building (or addition, as the case may be).

(9) Building Exteriors. Finishes on the exterior of all buildings shall be of colors that are in harmony and consistent with the colors of the natural surroundings.

(10) Activities. No disruptive, disorderly, offensive or illegal activity shall be carried out or committed upon any Lot, nor shall anything be done thereon which may be or may become a nuisance. Trash, garbage or other waste shall not be kept except in sanitary containers, which shall be properly screened from public view, and no burning of trash is permitted. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to the Municipality and an occupancy permit obtained from the Municipality, if required by municipal ordinance.

(11) Signs. No signs of any kind shall be displayed for off-site view on any Lot except for the initial advertising and marketing of the property for sale by Wausau Homes, Wausau Homes Minocqua and their successors or assigns. No signs will be placed within the access roadway easement area. The only exception shall be that temporary billboard size signs shall be allowed to be placed on each lot at the entrances to the Eaglewatch Subdivision, for the sole purpose of advertising the marketing, sale and development of the lots in said subdivision. Once all said purpose is fully satisfied, the signs will be removed.

(12) Animals. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

(13) Landscaping. After construction of improvements on a Lot, the areas disturbed as a result thereof shall be landscaped (and bare ground shall be seeded or sodded) within one (1) year of the completion of construction. Landscaping shall include any area disturbed by construction as well as the area between the front Lot line and the edge of the street pavement. No plantings of invasive plant species shall be allowed.

(14) Utilities; Lighting. All telephone, electric and other utility service lines to any building on any Lot shall be from the underground utilities system, and no overhead service shall be provided or allowed. Any exterior lighting shall be appropriately placed so as not to unreasonably annoy neighbors or that interferes with their quiet enjoyment of their property.

(15) Docks. Only one (1) dock on the lake will be allowed for each Lot, provided it is in compliance with laws. However, any lot with frontage on both Lake Content and Big St. Germain Lake shall be allowed to have a dock on both lakes.

(16) Trees. Clear cutting of trees will not be allowed except for the purpose of clearing portions of the Lot to construct buildings, driveways and other improvements, pathways and areas to allow views of the lake, as long as it also conforms with any applicable codes, regulations or laws.

(17) Binding Effect. This Declaration shall run with the land and shall be binding upon all owners and other persons in perpetuity. By accepting a deed to a Lot, each owner shall be deemed to have agreed to this Declaration and shall be bound by all of the terms, conditions and provisions set forth herein.

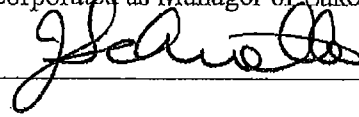
(18) Severability. Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

(19) Laws. In the event of any conflict between these restrictions and the Municipality's zoning and building regulations or other governmental laws, the stricter provisions shall apply.

(20) Modification. This Declaration shall not be modified or amended without the prior written consent of the majority of the owners of all of the Lots that comprise the Property, with the owner of each said lot getting one vote.

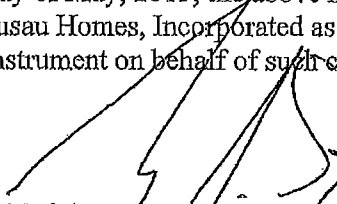
IN WITNESS WHEREOF, Lake Content, LLC has signed and sealed this instrument by its duly authorized Manager;

By: Jay Schuette, for Wausau Homes,
Incorporated as Manager of Lake Content, LLC

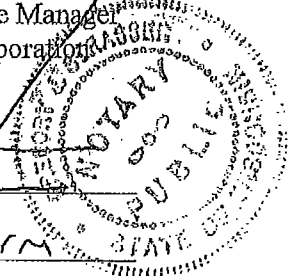


STATE OF WISCONSIN)
) SS.
COUNTY OF VILAS)

Personally came before me this 15th day of July, 2015, the above named Jay Schuette, to me known to be the representative of Wausau Homes, Incorporated as the Manager of Lake Content, LLC., who executed the foregoing instrument on behalf of such corporation and acknowledged the same.


Notary Public, State of Wisconsin

My commission expires: Is Perm



This instrument was drafted by:
Jay Schuette

FIRST AMENDMENT
TO THE LOT COVENANTS FOR
LAKE CONTENT, LLC (EAGLEWATCH SUBDIVISION)

WHEREAS, the Lot Covenants for Lake Content, LLC (Eaglewatch Subdivision) were dated July 15, 2015 and recorded on October 16, 2015 with the Register of Deeds for Vilas County, Wisconsin, as Document No. 533087; and

WHEREAS, Covenant No. 20 provides that the Covenants may be modified or amended with the consent of the majority of the lot owners of the lots that comprise the property; and

WHEREAS, Lake Content, LLC, as the original declarant and as the fee title holder of the majority of the Lots in Eaglewatch Subdivision, said subdivision being more particularly described on Exhibit "A" attached hereto, does hereby execute this First Amendment to the Lot Covenants-Lake Content, LLC (Eaglewatch Subdivision) ("First Amendment"), which First Amendment shall be binding upon all parties and persons claiming under them, and for the benefit of, and limitation on, all future owners and persons.

1. Covenant No. 3 is amended as follows:

COVENANT NO. 3 – USES

The Lots shall only be used for single family residential purposes as set forth in this Declaration, with the exception of off-water lots, which may be allowed to erect a storage garage only. No commercial, industrial, agricultural, manufacturing, mining or other non-residential uses are permitted on any Lot. If any owner of any of the Lots desires to place the form of ownership in a condominium in compliance with Wisconsin laws, it may do so, provided that in no event shall the number of single family units in the condominium exceed one (1) unit per Lot.

2. Covenant No. 7 is amended as follows:

COVENANT NO. 7 – OUTSIDE STORAGE

Outside storage is allowed for seasonal equipment such as boats, motorcycles, trailers, etc. during the summer months, and snowmobiles, trailers, etc. during the winter months. Campers/Motorhomes may be stored alongside any dwelling, provided that they are shielded from view from any adjoining land owners, and are never in use.

3. Covenant No. 15 is amended as follows:

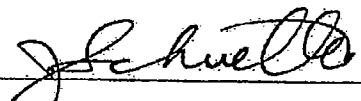
COVENANT NO. 15 – DOCKS

This Covenant is hereby removed from these Covenants in its entirety.

All other Covenants as contained in the Lot Covenants – Lake Content, LLC (Eaglewatch Subdivision) shall remain in full force and effect, and such Covenants, as hereby amended, shall constitute a covenant running with the land, and shall be binding upon all parties and persons, and shall be for the benefit of, and place limitations on, all current and future owners of Lots in Eaglewatch Subdivision.

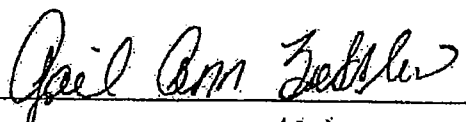
Dated this 16 day of January, 2019.

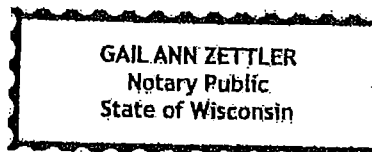
Wausau Homes Incorporated, as Manager of
Lake Content, LLC


By: Jay Schuette, President of Wausau Homes
Incorporated

STATE OF Wisconsin
COUNTY OF Marathon

Personally came before me this 16th day of January, 2019, Jay Schuette, as President of Wausau Homes Incorporated, the Manager of Lake Content, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My commission expires: 7/5/2022



This instrument was drafted by Jay Schuette, on behalf of Lake Content, LLC.