

31. Order 9900 000 000 to maintain a crew, a team around 000 000 to help check, x=00 points 000












**PROPERTY DESCRIPTION:** All of lot 135 of the Fourth Addition to Hemlock Creek Subdivision and a part of Lots, Three (3), Four (4) and Five (5), Plat of the Subdivision of Williams Grant, Town of Lawrence, and a part of Lot 27 of Section 26 and part of Lot 1 of Section 35, both in Township 23 North, Range 19 East, Village of Hobart, all in Brown County, Wisconsin containing 25.678 acres of land being more fully described as follows: Commencing at the southeast corner of lot 5 of said plat of the subdivision of Williams Grant; Thence N53°37'03"W (recorded as N53°45"W), 3469.06 feet along the southerly line of said Lot 5 to the Southwest corner of Lot 127 of the Fourth Addition to Hemlock Creek Subdivision and the Point of Beginning; Thence N54°09'32"W, 781.29 feet along the North line of Lots 1 thru 4 Certified Survey Map 5003; Thence N00°29'49"E, 205.77 feet along the East line of said Lot 1; Thence N89°28'03"E, 262.61 feet; Thence N69°03'27"E, 41.51 feet to the start of a 800.00 foot curve to the left; Thence 119.53 feet along the arc of said curve with a chord distance of 119.42 which bears N73°10'40"E; Thence N68°53'51"E, 111.44 feet; Thence S36°21'35"W, 35.68 feet; Thence S69°03'27"W, 1246.48 feet; Thence S89°28'03"E, 134.11 feet; Thence S00°23'09"E, 11.28 feet to the start of a 833.00 radius curve to the left; Thence 150.60 feet along the arc of said curve with a chord distance of 150.39 which bears N84°26'08"E; Thence S10°44'39"E, 8.25 feet to the Southeasterly right-of-way line of Nathan Drive and the start of a 841.25 radius curve to the left; Thence 122.09 feet along said southeasterly right-of-way line and the arc of said curve with a chord distance of 151.80 which bears N74°04'34"E; Thence N68°53'51"E, 1045.47 feet along said southeasterly right-of-way line to the start of a 406.23 radius curve to the right; Thence 356.27 feet along said southeasterly right-of-way line and the arc of said curve with a chord distance of 352.19 which bears S85°24'49"E, 352.19 feet to the Southeasterly right-of-way line of Scheuring Road; Thence N30°16'29"E, 6.03 feet along said Southwestly right-of-way line; Thence S53°22'31"E, 357.12 feet along said Southwestly right-of-way line to the Northeast corner of Lot 135 4th Addition to Hemlock Creek Subdivision; The next 11 calls are along the Southeasterly line of said Lot 135, Thence S36°37'29"W, 220.00 feet; Thence S53°22'31"E, 14.77 feet; Thence S36°37'29"W, 125.00 feet; Thence N53°22'31"W, 20.52 feet; Thence S53°20'27"W, 504.59 feet; Thence S72°38'56"W, 36.57 feet; Thence N53°37'03"W, 418.36 feet; Thence S36°22'57"W, 125.00 feet; Thence S30°23'15"W, 70.38 feet; Thence S36°22'57"W, 125.00 feet to the Northeasterly line of Lot 134 4th Addition to Hemlock Creek Subdivision; Thence N53°37'03"W, 67.69 feet along said Northeasterly line to the Northwest corner thereof; Thence S36°21'35"W, 320.00 feet to the Point of Beginning.

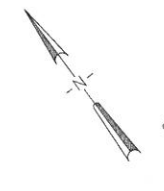
100 50 0 100

SCALE - FEET

BEARINGS ARE REFERENCED TO THE  
SOUTHERLY LINE OF SAID Lot5 PLAT OF THE  
SUBDIVISION OF THE WILLIAMS GRANT TOWN  
OF LAWRENCE BROWN COUNTY, WISCONSIN,  
WHICH BEARS N53°37'03"W PER BROWN  
COUNTY COORDINATE SYSTEM.

### LEGEND

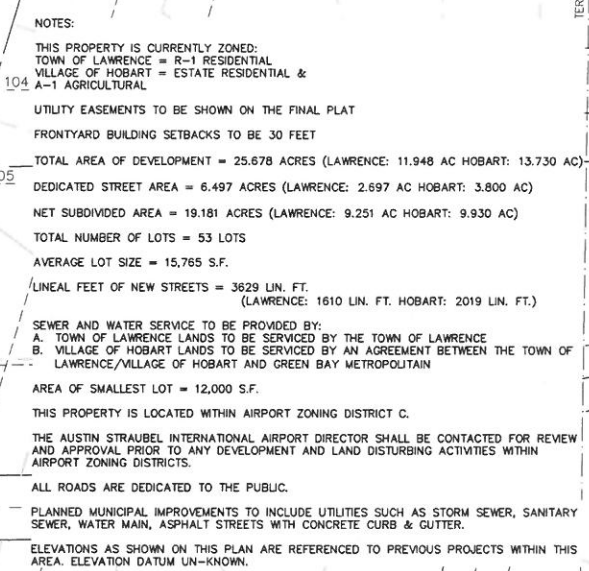
-  - 1 1/4" STEEL REBAR FOUND
-  - 1" PIPE FOUND
-  - CERTIFIED LAND CORNER  
BROWN COUNTY
- ( ) - RECORDED BEARING AND/OR DISTANCE
- S.F. - SQUARE FEET
-  - EXISTING CONTOURS
-  - EXISTING DITCH
-  - UTILITY EASEMENT (12' UNLESS NOTED)  
LOCATION MAY CHANGE AFTER PUBLIC  
UTILITY COMPANY REVIEW
-  - UNDERGROUND GAS
-  - FIRE HYDRANT
-  - WATER VALVE
-  - MANHOLE
-  - INLET



**LAND SURVEYOR:**  
DAVID M. SCHMALZ  
MCMAHON ASSOCIATES  
1445 MCMAHON DRIVE  
NEENAH, WISCONSIN 54956  
PHONE 920-751-4200

The property as shown and described on this map was surveyed under my direction and control according to the Wisconsin Administrative Code, Chapter A-E7 of Minimum Standards for Property Surveys, and is a correct representation of said survey, to the best of my knowledge and belief.

A circular seal for David M. Schmalz, a Wisconsin Land Surveyor. The outer ring contains the text "WISCONSIN" at the top and "LAND SURVEYOR" at the bottom, separated by two stars. The inner circle contains the text "DAVID M. SCHMALZ", "9-1234", and "NEHALEM WIS." arranged vertically.



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5TH ADDITION TO HEMLOCK CREEK SUBDIVISION  
TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN  
PRELIMINARY PLAT

SURVEYED DEW	DRAWN MJA
PROJECT NO.	
DATE 12/2019	
SHEET NO. 1	



5th Addition to Hemlock Creek - "Preliminary" Pricing 5/10/21

Lot #	Lot Prices	Phase	Lot #	Lot Prices	Phase
136	\$72,900.00		179	\$65,900.00	
137	\$72,900.00	Reserved	180	\$65,900.00	
138	\$72,900.00		181	\$70,900.00	
139	\$72,900.00		182	\$71,900.00	
140	\$72,900.00	Reserved	183	\$73,900.00	Reserved
141	\$72,900.00		184	\$65,900.00	
142	\$73,900.00		185	\$66,900.00	
143	\$66,900.00		186	\$65,900.00	
144	\$57,900.00		187	\$69,900.00	
145	\$59,900.00		188	\$69,900.00	
146	\$61,900.00				
147	\$59,900.00				
148	\$59,900.00				
149	\$59,900.00				
150	\$59,900.00				
151	\$59,900.00				
152	\$59,900.00				
153	\$59,900.00				
154	\$59,900.00				
155	\$59,900.00				
156	\$53,900.00				
157	\$53,900.00				
158	\$60,900.00				
159	\$60,900.00				
160	\$60,900.00				
161	\$68,900.00				
162	\$68,900.00				
163	\$68,900.00				
164	\$63,900.00				
165	\$63,900.00				
166	\$67,900.00				
167	\$68,900.00				
168	\$63,900.00				
169	\$70,900.00				
170	\$78,900.00				
171	\$78,900.00				
172	\$86,900.00				
173	\$76,900.00				
174	\$77,900.00				
175	\$82,900.00				
176	\$75,900.00				
177	\$74,900.00				
178	\$75,900.00				

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
5<sup>th</sup> ADDITION TO HEMLOCK CREEK SUBDIVISION**

THIS DECLARATION of Conditions, Covenants,  
and Restrictions for **5<sup>th</sup> Addition To Hemlock Creek** Subdivision,  
**Town of Lawrence, Brown County, Wisconsin**, is

Made this 1st day of March, 2021, by

Tosa Construction and Development, Inc. ("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 136 through 188, HEMLOCK CREEK  
SUBDIVISION, Town of Lawrence,  
Brown County, Wisconsin, as recorded in the  
Register of Deeds Office on \_\_\_\_\_, 2020,  
Volume \_\_\_\_\_, Pages \_\_\_\_\_ and \_\_\_\_\_  
as Document No. \_\_\_\_\_.**

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.

2a) Lots 143 thru 160 . Ranch homes to contain a minimum of 1,600 square feet of living area on the main level. Two-story, multi-level homes to contain a minimum of 1,900 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 6/12 pitch. Developer may approve different other levels of exterior finish depending on the style and characteristics of the home.



2b) Lots 136 thru 142, 161 thru 168, and Lots 179 thru 188 . Ranch homes to contain a minimum of 1,700 square feet of living area on the main level. Two-story, multi-level homes to contain a minimum of 2,100 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 6/12 pitch. Developer may approve different other levels of exterior finish depending on the style and characteristics of the home.

2c) Lots 169 thru 178 . 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 161 thru 168, Lots 179 thru 180, and Lots 184 thru 186 require sidewalks along Potter Drive. Lots 180 thru 181 require sidewalks along Gringotts Way. Lots 186 thru 188 require sidewalks along Rowling Rd. All Sidewalks are to be installed by lot owner within 9 months of occupancy permit. 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) hour 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 \_\_\_\_ day of \_\_\_\_\_, 2020, the above named Michael Selner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Brown County, Wisconsin  
My Commission expires:

Drafted by: Michael Selner