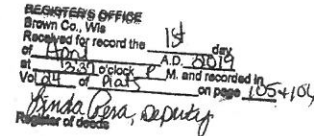


ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8936 RECORDED IN VOLUME 63 PAGES 543-549 AS DOCUMENT NO. 2827132 BEING A PART OF LOTS SIX (6) AND SEVEN (7), PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN



ALL OF OUTLOT 4 OF HEMLOCK SOUTH RECORDED IN VOLUME 24 OF PLATS ON PAGES 79 & 80 AS DOCUMENT NO. 2835530 LOCATED IN LOTS SIX (6) AND SEVEN (7), PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN



The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

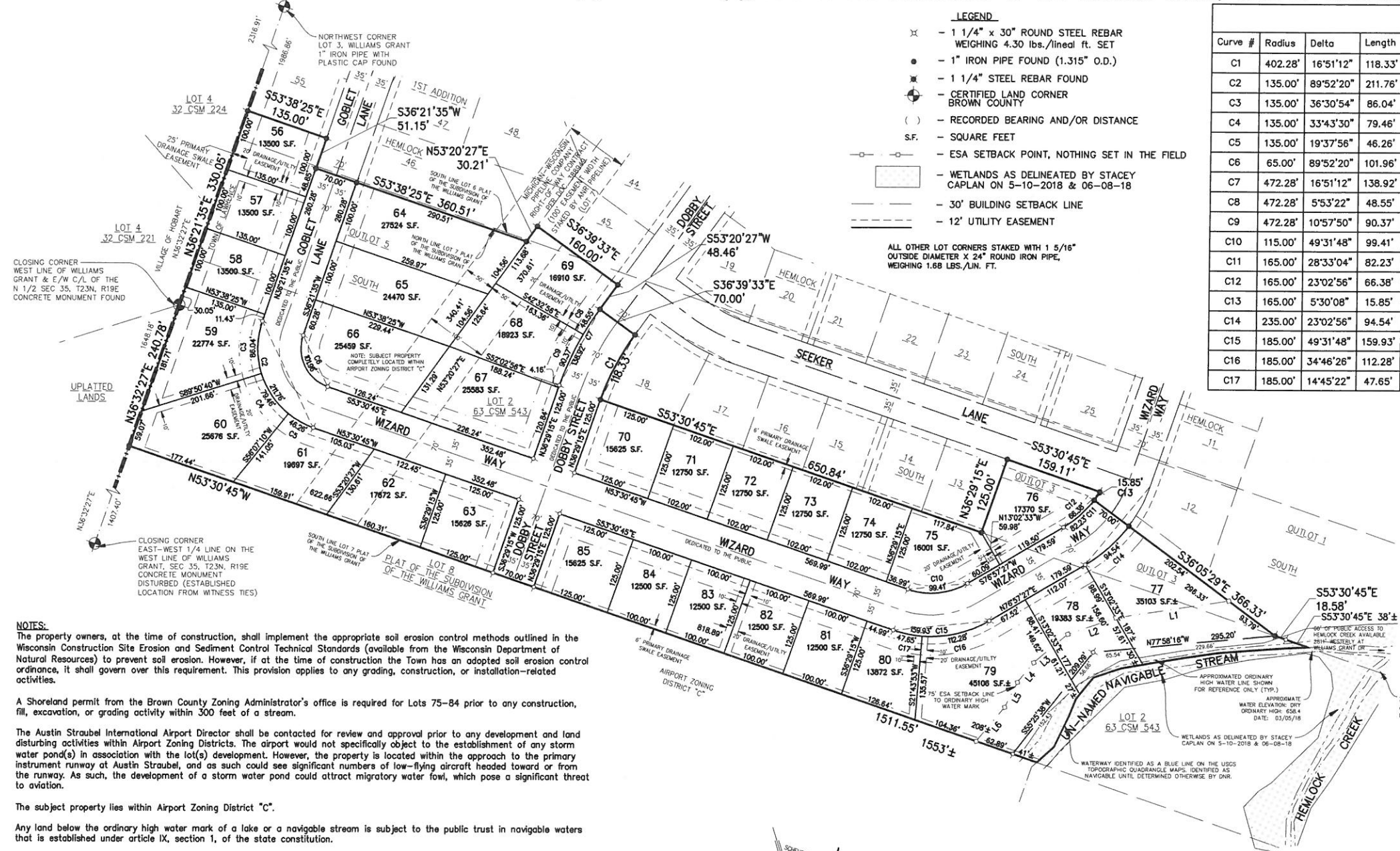
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4284  
[www.mcmarp.com](http://www.mcmarp.com)

Revised this 2nd day of January, 2019  
Revised this 28th day of February, 2019



# 2ND ADDITION TO HEMLOCK SOUTH

ALL OF OUTLOT 3 OF HEMLOCK SOUTH RECORDED IN VOLUME 24 OF PLATS ON PAGES 79 & 80 AS DOCUMENT NO. 2835530 AND ALL OF OUTLOT 5 OF 1ST ADDITION TO HEMLOCK SOUTH RECORDED IN VOLUME 24 OF PLATS ON PAGES 105 & 106 AS DOCUMENT NO. 2854829 AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 8936 RECORDED IN VOLUME 63 PAGES 543-549 AS DOCUMENT NO. 2827132 LOCATED IN LOTS SIX (6) AND SEVEN (7), PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN



| Curve Table |         |           |         |                 |              |                 |
|-------------|---------|-----------|---------|-----------------|--------------|-----------------|
| Curve #     | Radius  | Delta     | Length  | Chord Direction | Chord Length | TANGENT BEARING |
| C1          | 402.28' | 16°51'12" | 118.33' | S44°54'51"W     | 117.90'      | S53°20'27"W     |
| C2          | 135.00' | 89°52'20" | 211.76' | S08°34'35"E     | 190.71'      |                 |
| C3          | 135.00' | 36°30'54" | 86.04'  | S18°06'08"W     | 84.59'       |                 |
| C4          | 135.00' | 33°43'30" | 79.46'  | S17°01'05"E     | 78.32'       |                 |
| C5          | 135.00' | 19°37'56" | 46.26'  | S43°41'47"E     | 46.03'       |                 |
| C6          | 65.00'  | 89°52'20" | 101.96' | N08°34'35"W     | 91.82'       |                 |
| C7          | 472.28' | 16°51'12" | 138.92' | S44°54'51"W     | 138.42'      |                 |
| C8          | 472.28' | 5°53'22"  | 48.55'  | S50°23'45"W     | 48.53'       |                 |
| C9          | 472.28' | 10°57'50" | 90.37'  | S41°58'10"W     | 90.24'       |                 |
| C10         | 115.00' | 49°31'48" | 99.41'  | N78°16'39"W     | 96.35'       |                 |
| C11         | 165.00' | 28°33'04" | 82.23'  | N62°40'55"E     | 81.37'       | N48°24'23"E     |
| C12         | 165.00' | 23°02'56" | 66.38'  | S65°25'59"W     | 65.93'       |                 |
| C13         | 165.00' | 5°30'08"  | 15.85'  | S51°09'27"W     | 15.84'       |                 |
| C14         | 235.00' | 23°02'56" | 94.54'  | N65°25'59"E     | 93.90'       | S53°54'31"W     |
| C15         | 185.00' | 49°31'48" | 159.93' | S78°16'39"E     | 154.99'      |                 |
| C16         | 185.00' | 34°46'26" | 112.28' | S85°39'20"E     | 110.56'      |                 |
| C17         | 185.00' | 14°45'22" | 47.65'  | S60°53'26"E     | 47.51'       |                 |

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration

| ESA Setback Line Table |             |         |
|------------------------|-------------|---------|
| Line #                 | Direction   | Length  |
| L1                     | S81°12'38"E | 184.54' |
| L2                     | N88°16'02"E | 81.64'  |
| L3                     | N67°19'58"E | 71.66'  |
| L4                     | N56°44'27"E | 41.17'  |
| L5                     | N44°40'17"E | 45.37'  |
| L6                     | N57°01'30"E | 71.27'  |

**NOTES:**  
The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

A Shoreland permit from the Brown County Zoning Administrator's office is required for Lots 75-84 prior to any construction, fill, excavation, or grading activity within 300 feet of a stream.

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts. The airport would not specifically object to the establishment of any storm water pond(s) in association with the lot(s) development. However, the property is located within the approach to the primary instrument runway at Austin Straubel, and as such could see significant numbers of low-flying aircraft headed toward or from the runway. As such, the development of a storm water pond could attract migratory water fowl, which pose a significant threat to aviation.

The subject property lies within Airport Zoning District "C".

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

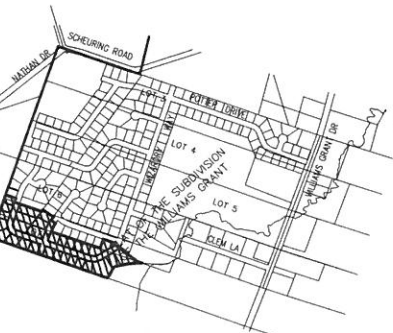
Brown County Planning Commission unanimously approved a variance request (VAR 2020-01 LAW) to Section 21.04 (1) of the Brown County Code requires that the jurisdiction of the Subdivision Ordinance shall apply when:  
"Any land division that creates at least one parcel located within the Brown County Sewer Service that is 40 acres or less in size (not including any land within public right-of-way)."

Development on the remnant unplatted lands requires public sewer and water be available OR acquisition of all state, country, and/or municipal permits concerning onsite sewage disposal systems for sanitary water disposal.

Lots 77-79 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corps of Engineers, Brown County Planning Commission, or the Brown County Zoning Administrator's Office prior to any development activity.

**ESA RESTRICTIVE COVENANT:**  
Lots 77-79 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, all land within 35 feet of wetlands 2 acres or greater, navigable waterways, all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

**Restrictive Covenant:**  
The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.



LOCATION MAP  
PLAT OF THE SUBDIVISION OF WILLIAMS GRANT,  
TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

THIS INSTRUMENT DRAFTED BY: Marty Abing

Revised this 25th day of February, 2020



David M. Schmalz  
Nov. 1, 2019

SHEET 1 OF 2  
**McMAHON**  
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4284  
www.mcmahon.com

Hemlock South Subdivision - Pricing 6/8/21

| Lot # | Lot Prices  | Phase | Lot # | Lot Prices  | Phase |
|-------|-------------|-------|-------|-------------|-------|
| 1     | Sold        | Sold  | 44    | Sold        | Sold  |
| 2     | Sold        | Sold  | 45    | Sold        | Sold  |
| 3     | Sold        | Sold  | 46    | Sold        | Sold  |
| 4     | Sold        | Sold  | 47    | Sold        | Sold  |
| 5     | Sold        | Sold  | 48    | A/O         | A/O   |
| 6     | Sold        | Sold  | 49    | Sold        | Sold  |
| 7     | Sold        | Sold  | 50    | Sold        | Sold  |
| 8     | Sold        | Sold  | 51    | Sold        | Sold  |
| 9     | Sold        | Sold  | 52    | Sold        | Sold  |
| 10    | Sold        | Sold  | 53    | Sold        | Sold  |
| 11    | Sold        | Sold  | 54    | Sold        | Sold  |
| 12    | Sold        | Sold  | 55    | Sold        | Sold  |
| 13    | Sold        | Sold  | 56    | Sold        | Sold  |
| 14    | Sold        | Sold  | 57    | Sold        | Sold  |
| 15    | Sold        | Sold  | 58    | Sold        | Sold  |
| 16    | Sold        | Sold  | 59    | Sold        | Sold  |
| 17    | Sold        | Sold  | 60    | Sold        | Sold  |
| 18    | Sold        | Sold  | 61    | Sold        | Sold  |
| 19    | Sold        | Sold  | 62    | Sold        | Sold  |
| 20    | Sold        | Sold  | 63    | Sold        | Sold  |
| 21    | Sold        | Sold  | 64    | Sold        | Sold  |
| 22    | Sold        | Sold  | 65    | Sold        | Sold  |
| 23    | Sold        | Sold  | 66    | Sold        | Sold  |
| 24    | Sold        | Sold  | 67    | Sold        | Sold  |
| 25    | Sold        | Sold  | 68    | Sold        | Sold  |
| 26    | Sold        | Sold  | 69    | Sold        | Sold  |
| 27    | Sold        | Sold  | 70    | Sold        | Sold  |
| 28    | Sold        | Sold  | 71    | Sold        | Sold  |
| 29    | Sold        | Sold  | 72    | Sold        | Sold  |
| 30    | Sold        | Sold  | 73    | Sold        | Sold  |
| 31    | Sold        | Sold  | 74    | Sold        | Sold  |
| 32    | Sold        | Sold  | 75    | \$69,900.00 |       |
| 33    | Sold        | Sold  | 76    | \$64,900.00 |       |
| 34    | Sold        | Sold  | 77    | Sold        | Sold  |
| 35    | Sold        | Sold  | 78    | Sold        | Sold  |
| 36    | Sold        | Sold  | 79    | Sold        | Sold  |
| 37    | Sold        | Sold  | 80    | Sold        | Sold  |
| 38    | Sold        | Sold  | 81    | Sold        | Sold  |
| 39    | \$84,900.00 |       | 82    | Sold        | Sold  |
| 40    | Sold        | Sold  | 83    | Sold        | Sold  |
| 41    | Sold        | Sold  | 84    | Sold        | Sold  |
| 42    | Sold        | Sold  | 85    | Sold        | Sold  |
| 43    | Sold        | Sold  |       |             |       |



DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
HEMLOCK SOUTH SUBDIVISION

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. \_\_\_\_\_.

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.



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

RETURN TO:

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

SLC  
11

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 granted 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:

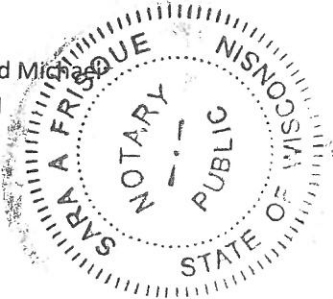
SEVEN FOR LAND LLC,  
a Wisconsin Limited Liability Company

By: [Signature] (Seal)  
Michael Selner, Managing Member

STATE OF WISCONSIN )  
 ) SS:  
COUNTY OF BROWN )

Personally came before me this 29<sup>th</sup> 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.

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





**2854830**  
CHERYL BERKEN  
BROWN COUNTY RECORDER  
GREEN BAY, WI  
RECORDED ON  
04/01/2019 03:38 PM  
REC FEE: 30.00  
TRANS FEE:  
EXEMPT #

PAGES: 6

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
1<sup>st</sup> ADDITION TO HEMLOCK SOUTH SUBDIVISION**

THIS DECLARATION of Conditions, Covenants,  
and Restrictions for 1<sup>st</sup> Addition To Hemlock South Subdivision,  
Town of Lawrence, Brown County, Wisconsin, is  
Made this 15<sup>th</sup> day of March, 2019, 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 37 through 55, HEMLOCK SOUTH  
SUBDIVISION, Town of Lawrence,  
Brown County, Wisconsin, as recorded in the  
Register of Deeds Office on 4/1, 2019,  
Volume 24, Pages 105 and 106  
as Document No. 2854829

6 VS  
RETURN TO:  
MIKE SELNER, MANAGING PARTNER  
SEVEN FOR LAND LLC  
516 N 8th St. B  
DEPERE, WI 54115

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 37 through 55. 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 46, 47, & 51 require sidewalks on Goblet Lane. 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) 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: [Signature] (Seal)  
Michael Selner, Managing Member

STATE OF WISCONSIN )  
 ) SS:  
COUNTY OF BROWN )

Personally came before me this 18<sup>th</sup> day of April, 2019, the above named Michael Selner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
KRYSTAL R. VANCAMP Notary Public  
Brown County, Wisconsin  
My Commission expires: 10/3/21



Drafted by: Michael Selner

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
2<sup>nd</sup> ADDITION TO HEMLOCK SOUTH SUBDIVISION**

THIS DECLARATION of Conditions, Covenants,  
and Restrictions for **2<sup>nd</sup> Addition To Hemlock South Subdivision**,

**Town of Lawrence, Brown County, Wisconsin**, is

Made this 14<sup>th</sup> day of April, 2020, 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 56 through 85, HEMLOCK SOUTH  
SUBDIVISION, Town of Lawrence,  
Brown County, Wisconsin, as recorded in the  
Register of Deeds Office on 4/22, 2020,  
Volume 24, Pages 135 and 136  
as Document No. 2899163

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.



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Tx:40352454

**2899164**  
CHERYL BERKEN  
BROWN COUNTY  
REGISTER OF DEEDS  
GREEN BAY, WI  
RECORDED ON  
04/22/2020 12:44 PM  
REC FEE: 30.00  
TRANS FEE:  
EXEMPT #

PAGES: 6

RETURN TO:  
MIKE SELNER, MANAGING MEMBER  
SEVEN FOR LAND LLC  
516 N. 9th St. B  
DEPERE, WI 54115  
920-351-0010

UPVS

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 56 through 85. 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 66 & 67 and Lots 77 thru 85 require sidewalks along Wizard Way. Lots 64 thru 66 require sidewalks along Goblet Lane. Lots 18, 63, & 70 require sidewalks along Dobby St. 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.

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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.

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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: [Signature] (Seal)  
Michael Selner, Managing Member

STATE OF WISCONSIN       )  
  ) ss:  
COUNTY OF BROWN       )

Personally came before me this 15 day of Apr., 2020, the above named Michael Selner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
Rebecca L. Paul, Notary Public  
Brown County, Wisconsin  
My Commission expires: 2/26/22

