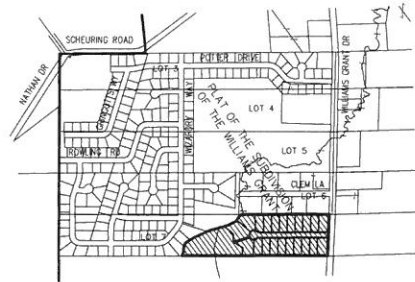
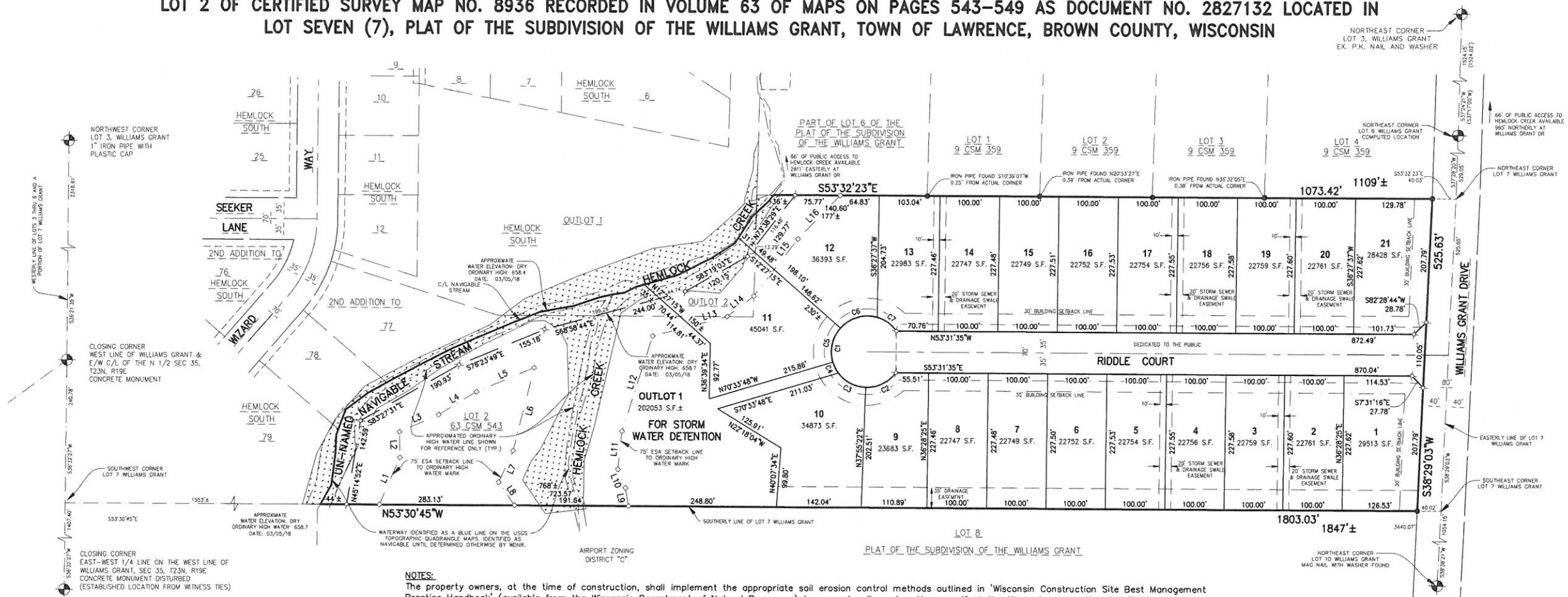


HEMLOCK EAST

ALL OF OUTLOT 2 OF HEMLOCK SOUTH RECORDED IN VOLUME 24 OF PLATS ON PAGES 79 & 80 AS DOCUMENT NO. 2835530 AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 8936 RECORDED IN VOLUME 63 OF MAPS ON PAGES 543-549 AS DOCUMENT NO. 2827132 LOCATED IN LOT SEVEN (7), PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN



OWNER & SUBDIVIDER:
SEVEN FOR LAND, LLC
C/O MIKE SELNER
516 N. 8TH STREET B
DEPERE, WISCONSIN 54115
#920-680-6100

LAND SURVEYOR:
DOUGLAS E. WOELZ
MCMAHON ASSOCIATES
1445 MCMAHON DRIVE
NEENAH, WISCONSIN 54956
PHONE #920-751-4200

NOTE: THIS SUBDIVISION IS ALL OF
TAX PARCEL NOS. L-379 & L-1939

NOTES:

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in 'Wisconsin Construction Site Best Management Practice Handbook' (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 Outlot 1 and Lots 10 - 14 prior to construction, fill, excavation, or grading activity within 300 feet of a the Ordinary High Water Mark (OHWM) of navigable rivers or streams, or to the landward side of the floodplain, whichever is greater, any/or 1000' of the OHWM of navigable lakes, ponds, or flowages.

A Brown County Highway Department access permit must be obtained prior to any construction of a new street/road connection or driveway to a County Trunk Highway.

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.

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

Outlot 1 and Lots 11-12 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:

Outlot 1 and Lots 11-12 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.

LEGEND

- 1 1/4" x 30" ROUND STEEL REBAR WEIGHING 4.30 lbs./lineal ft. SET
- 1" IRON PIPE FOUND (1.315" O.D.)
- CERTIFIED LAND CORNER BROWN COUNTY
- RECORDED BEARING AND/OR DISTANCE
- S.F. - SQUARE FEET
- ESA SETBACK POINT, NOTHING SET IN THE FIELD
- WETLANDS AS DELINEATED BY STACEY CAPLAN ON 5-10-2018 & 06-08-18
- 30' BUILDING SETBACK LINE
- 12' UTILITY EASEMENT

ALL OTHER LOT CORNERS STAKED WITH 1 5/16" OUTSIDE DIAMETER X 18" ROUND IRON PIPE, WEIGHING 1.68 LBS./LIN. FT.

OBJECTING AUTHORITIES:
- DEPARTMENT OF ADMINISTRATION

APPROVING AUTHORITIES:
- TOWN OF LAWRENCE
- VILLAGE OF HOBART
- BROWN COUNTY PLANNING COMMISSION

ESA Setback Line Table		
Line #	Direction	Length
L1	N59°41'56"E	86.46'
L2	N34°33'56"E	43.24'
L3	S77°26'13"E	72.24'
L4	S85°18'10"E	74.14'
L5	S76°29'11"E	104.70'
L6	S50°00'06"W	143.93'
L7	S60°20'20"W	58.22'
L8	S01°37'43"W	47.17'

ESA Setback Line Table		
Line #	Direction	Length
L9	N26°01'26"E	31.02'
L10	N13°57'19"E	33.89'
L11	N41°56'25"E	64.25'
L12	N53°36'03"E	167.99'
L13	S68°35'19"E	129.47'
L14	N88°28'34"E	56.56'
L15	N73°28'45"E	120.67'
L16	N79°57'52"E	101.46'

Curve Table							
Curve #	Radius	Delta	Length	Chord Direction	Chord Length	TANGENT	BEARING
C1	60.00'	288°37'46"	302.25'	S36°28'25"W	70.00'	S72°09'32"W	S00°47'18"W
C2	60.00'	55°45'49"	58.40'	S79°57'33"E	56.12'		
C3	60.00'	52°02'34"	54.50'	S26°03'21"E	52.64'		
C4	60.00'	19°28'16"	20.39'	S09°42'04"W	20.29'		
C5	60.00'	58°06'33"	60.85'	S48°29'29"W	58.28'		
C6	60.00'	64°49'43"	67.88'	N70°02'24"W	64.32'		
C7	60.00'	38°24'51"	40.23'	N18°25'07"W	39.48'		

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



BEARINGS ARE REFERENCED TO THE WESTERLY LINE OF LOTS 3 THRU 6 AND A PORTION OF LOT 7, PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN, WHICH BEARS S38°21'35"W PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR BROWN COUNTY.

SCALE - FEET
SCALE 1" = 100'

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.mcmap.com

Hemlock East Subdivision - Pricing 11/29/21

[illegible]

A/O- Accepted Offer

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

THIS DECLARATION of Conditions, Covenants,
and Restrictions for Hemlock East Subdivision,
Town of Lawrence, Brown County, Wisconsin, is
Made this 23rd day of September, 2021, 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 21, HEMLOCK EAST
SUBDIVISION, Town of Lawrence,
Brown County, Wisconsin**

RETURN TO:
SEVEN FOR LAND LLC
MIKE SELNER
510 N. BL ST. B
DEPUE, WI 54115
MSELNER@TFOHOMES.COM
920-680-6100

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 21. 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 7/12 pitch. Developer may approve different other levels of exterior finish depending on the style and characteristics of the home.

Lots 2 - 20. 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. Sidewalks will only be required if the Town of Lawrence makes a change to do so. At the time of this document recording, there are no sidewalks required in Hemlock East Subdivision.
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: [Signature] (Seal)
Michael Selner, Managing Member

STATE OF WISCONSIN)
) SS:
COUNTY OF BROWN)

Personally came before me this 23 day of Sept, 2021, the above named Michael Selner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

CHERYL BERKEN
Notary Public
State of Wisconsin

[Signature]
Cheryl Berken
Notary Public

Brown County, Wisconsin
My Commission expires: 2-4-22

Drafted by: Michael Selner