

SEVENTH AMENDMENT TO  
DECLARATION OF COVENANTS AND  
RESTRICTIONS

**LAKEWOOD SUBDIVISION**

Record this document with the Register  
of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.  
Husch Blackwell LLP  
33 E. Main Street, Suite 300  
Madison, WI 53701

See Exhibit B

(Parcel Identification Number)

Lakewood Subdivision, a planned community, is bound by a Declaration of Covenants and Restrictions, recorded in the Office of the Register of Deeds for Adams County, Wisconsin, on the 20<sup>th</sup> day of May, 1982, as Document No. 282082, as amended by the First Amendment to Declaration of Covenants and Restrictions, recorded in the Office of the Register of Deeds for Adams County, Wisconsin, on the 20<sup>th</sup> day of May, 1982, as Document No. 282136, as amended by the Second Amendment to Declaration of Covenants and Restrictions, recorded in the Office of the Register of Deeds for Adams County, Wisconsin, on the 14<sup>th</sup> day of December 1982, as Document No. 285431, as amended by the Third Amendment to Declaration of Covenants and Restrictions, recorded in the Office of the Register of Deeds for Adams County, Wisconsin, on the 13<sup>th</sup> day of January, 1983, as Document No. 285793, as amended by the Fourth Amendment to Declaration of Covenants and Restrictions, recorded in the Office of the Register of Deeds for Adams County, Wisconsin, on the 13<sup>th</sup> day of July, 1983, as Document No. 288270, as amended by the Fifth Amendment to Declaration of Covenants and Restrictions, recorded in the Office of the Register of Deeds for Adams County, Wisconsin, on the 27<sup>th</sup> day of September, 1988, as Document No. 315610, as amended by the Sixth Amendment to Declaration of Covenants and Restrictions, recorded in the Office of the Register of Deeds for Adams County, Wisconsin, on the 7<sup>th</sup> day of February, 2014, as Document No. 514782, (the “Declaration”), which affects the real property described on the attached Exhibit A;

WHEREAS, Lakewood Property Owners Association, Inc. (the “Association”), pursuant to the rights reserved in Article VII, Section 7.2(a) of the Declaration, desires to amend the Declaration as detailed below;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

**Article III, Section 3.1** shall be amended by inserting the underlined language to read as follows:

3.1 Single Dwelling. No building or structure shall be constructed upon a Lot other than a single family residence and a ~~one or two-car garage and/or storage building~~, and no Lot shall be used for other than residential purposes. Each Lot must include a single family residence before a garage or storage building is constructed; Lots may not have just a garage or outbuilding constructed on them. If a Lot Owner owns more than one Lot adjacent to each other, the Lot Owner may build a garage/storage building on one Lot, as long as there is a single family residence on the other, and the two adjoining Lots must be sold together going forward.

**Article III, Section 3.3** amended by inserting the underlined language to read as follows:

3.3 No Mobile Homes; Prohibited Structures. No mobile homes shall be used as a permanent residence. No non-permanent shelters, including ~~by but~~ not limited to those made with pvc, tubing structural components, e.g. hoop structures and temporary parking shelters, as well as temporary structures made from tarp, fabric, cloth, or other non-sturdy materials, plastic garages or sheds, makeshift lean-tos, unattached garages with living quarters, or year-round snow fences shall be allowed. Any Lot Owner wishing to construct a garage, shed, fence, outbuilding, or any permanent structure on his or her Lot, and any Lot Owner wishing to change the exterior appearance of the existing structures on his or her Lot in any manner, ~~must first seek and obtain the written approval of the Board of Directors as to size, placement, and materials used in construction or improvement~~ should make every attempt to match design and materials and look of other conforming neighboring properties that match the woodland setting of Lakewood community. Community member should refer to the entirety of established covenants prior to applying for any and all building permits from the Town of Strongs Prairie (refer to 3.4 of the original Lakewood POA covenants). The Board reserves the right to exercise reasonable bias to maintain conventions within the community to support the sustained growth of surrounding property values and may act to enforce the preservation of Lakewood property values when certain residential dwellings, garages, sheds, temporary or permanent attachments fall into disrepair or alterations of improved property exteriors fall outside the margin of a reasonable woodland residential exterior, when compared to conforming neighboring existing Lakewood residential dwellings. Every reasonable attempt will be made to communicate to homeowners when their property improvements fall outside of the Lakewood HOA ~~covenants prior to any actions from the board to make improvements or initiate repairs to a Lakewood residence, garage, shed, or exterior improvement~~ POA covenants.

(a) Fences. Fences made of chicken wire, barbed wire, or snow fence materials are strictly prohibited. Fence materials ~~must that~~ should conform to the colors, materials, style, and ~~that conform to the~~ surrounding landscape, ~~of the primary residence and neighboring Lakewood residential dwellings.~~ Fences ~~must be minimum 50' distance to road, placed in the back yard, at least 10' from lot lines, and be a maximum height of 48 inches. Wood or chain link fences will be considered, but need approval of full Board prior to purchase and installation. Requests should be emailed to~~ [talktous@lakewoodpoa.org](mailto:talktous@lakewoodpoa.org) should conform to

the standards from the Town of Strongs Prairie, and must be permitted by the Town prior to construction.

(b) ~~Garages and Storage Buildings.~~ Garages and storage ~~buildings may spaces~~ must be a maximum of 1200 sq. ft. and must abide by setback and easements as required by ~~Adams County planning and zoning (10 ft. off neighboring lot line and 50 ft. off the center the~~ Town of the road) Strongs Prairie. No living quarters may be built or maintained in an unattached garage. Plans for any garage or storage building ~~must~~ should be approved in advance by the ~~full Board~~ Town of Strongs Prairie. Storage building enclosures must be integral to the building, not ~~plastic~~ temporary or canvas tarp or other temporary material. Materials for outbuildings ~~must~~ should conform to the colors, materials, style, ~~and that conform to~~ of the surrounding landscape, primary residence and Lakewood residential dwellings.

**Article III, Section 3.4** shall be created to read as follows:

3.4 No Abandoned Vehicles; Temporary Structures; Vehicles Prohibited. No abandoned motor vehicle shall be permitted to be kept upon any lot subject to these declarations. Said vehicle shall be deemed abandoned if it is unlicensed for a period of at least 30 days and remains unlicensed on said lot for a total of at least 30 days within any 365 day period. No temporary structure or vehicles described herein, including any trailer, motor home, semi, car or truck, boat, mobile home, tent, shack, garage, barn or other outbuilding, shall be used on any Lot for temporary or permanent housing, sleeping or other residential purposes, ~~nor parked, kept or stored on said Lot outside the garage for any purpose~~ with the exception of seasonal camping and personal vacation use. No vehicle shall be stored or parked on said lot unless having current registration and license as required and in working order. Only the single family residence constructed on a Lot may be used for sleeping or other residential purposes. ~~Mobile Registered Recreational Vehicles (RV), motor homes and trailers can be stored on the property but must be removed from property for at least 7 days every year. They cannot be parked on the road or cul-de-sac and must be more than 10 feet from property lines.~~ Manufactured homes are allowed as long as they are placed on a foundation.

**Article III, Section 3.5** shall be created to read as follows:

3.5 Rentals/Leasing Prohibited. No Lot, nor any improvements thereon, may be rented or leased at any time. Lots must be owner-occupied (the “Owner Occupancy Requirement”). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Lot Owner’s immediate family members, herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner and shall include half and step relatives. Homes or Lots are to be reserved for owners and their immediate family members and cannot be advertised, rented out or leased out for monetary gain or commercial use. Access to Lakewood’s lakefront property, ~~the (beach, and/or pavilion, etc.)~~ the cannot be rented out or leased or advertised for financial gain or commercial use.

**Article V, Section 5.1** shall be amended by inserting the underlined language to read as follows:

5.1 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall adopt and amend rules and regulations governing the use and operation of the Common Area, ~~the Lots,~~ and the Properties and the improvements thereon which are consistent with the covenants and ~~restriction~~ restrictions contained herein, and shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

**Article VI, Section 6.1** shall be amended by ~~striking out~~ the previous language and inserting the underlined language to read as follows:

6.1 Creation of the Lien and Personal Obligation of Assessments. ~~The Developer hereby covenants, and e~~ Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (i) annual general assessments or charges and (ii) special assessments for capital improvements, extraordinary expenditures, or fines for violations of this Declaration, the Bylaws, and/or the Rules and Regulations of the Association, such assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, which shall include the Association's actual attorneys' fees incurred, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**Article VI, Section 6.3** shall be amended by ~~striking out~~ the previous language and inserting the underlined language to read as follows:

6.3 Special Assessment for Capital Improvement, Fines for Violations, or Extraordinary Expense. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part: (i) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and/or (ii) extraordinary expenses incurred in the maintenance and operation of the Common Area and facilities, if any; provided that any such assessment shall have the assent of ~~the Class B Member~~ and two-thirds of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose. In addition, should the Board assess any fines or penalties against a Lot/Lot Owner for violations of this Declaration, the Bylaws, or the Rules and Regulations, or should the Board incur any costs in enforcing such violations as described in Section 7.3 herein, such fines or charges shall be considered a Special Assessment against the Lot/Lot Owner, and may be enforced in accordance with Sections 6.5 and 7.3 herein, and applicable law.

Article VII, Section 7.3 shall be amended by striking out the previous language and inserting the underlined language to read as follows:

7.3 Enforcement. The Association, or any Owner, ~~or the Developer~~ shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Association shall have the right to enforce any provision of this Declaration, or the Bylaws or Rules and Regulations by either (i) entering the Lot and correcting the violation, and any costs incurred by the Association in correcting the violations shall be charged to the Lot Owner as a special assessment; or (ii) fining the Lot/Lot Owner for the violation until it is corrected, in a manner consistent with the Rules and Regulations.

This Seventh Amendment to the Declaration complies with the requirements of the Declaration at Article VII, Section 7.2(a) in that it has been approved by not less than seventy-five percent (75%) of the Owners.

IN WITNESS WHEREOF, the Association has executed this Seventh Amendment to Declaration of Covenants and Restrictions for Lakewood Subdivision this \_\_\_\_ day of \_\_\_\_\_, 2020.

LAKWOOD PROPERTY OWNERS  
ASSOCIATION, INC., a Wisconsin Non-Stock  
Corporation,

By: \_\_\_\_\_  
\_\_\_\_\_, President

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

This document was acknowledged before me by \_\_\_\_\_ as President of Lakewood Property Owners Association, Inc. on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This document was drafted by:  
Lydia J. Chartre, Esq.  
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