

**Protective Covenants & By-Laws**

Document Number

Document Title

**339000**

**MARQUETTE COUNTY**

**NICOLE ZIEBELL**

**REGISTER OF DEEDS OFFICE**

**RECORDED 05/28/2025 10:55 AM**

Drafted by:

Silver Springs Lake Property Owners Association Inc

P O Box 144

Neshkoro, WI 54960

Recording Area

Name and Return Address

Attorney Thomas A. Lorensen

Kubasta, Bickford & Lorensen, S.C.

P O Box 808

Wautoma, WI 54982-0808

See Attachment

Parcel Identification Number (PIN)

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Attachment for Document of Title Area of Application: Protective Covenants & By Laws  
Drafted By: Silver Springs Lake Property Owners Association Inc.

Parcel Numbers: 016-00001-0000; 016-00001-0001; 016-00002-0000; 016-00003-0000; 016-00004-0000; 016-00051-0000; 016-00006-0000; 016-00007-0000; 016-00008-0000; 016-00009-0000; 016-00010-0000; 016-00011-0000; 016-00012-0000; 016-00013-0000; 016-00014-0000; 016-00015-0000; 016-00016-0000; 016-00017-0000; 016-00018-0000; 016-00019-0000; 016-00020-0000; 016-00021-0000; 016-00022-0000; 016-00023-0000; 016-00024-0000; 016-00025-0000; 016-00026-0000; 016-00027-0000; 016-00028-0000; 016-00029-0000; 016-00030-0000; 016-00031-0000; 016-00032-0000; 016-00033-0000; 016-00034-0000; 016-00035-0000; 016-00036-0000; 016-00037-0000; 016-00038-0000; 016-00039-0000; 016-00040-0000; 016-00041-0000; 016-00042-0000; 016-00043-0000; 016-00044-0000; 016-00045-0000; 016-00046-0000; 016-00047-0000; 016-00048-0000; 016-00049-0000; 016-00050-0000; 016-00051-0000; 016-00052-0000; 016-00053-0000; 016-00054-0000; 016-00055-0000; 016-00056-0000; 016-00057-0000; 016-00058-0000; 016-00059-0000; 016-00060-0000; 016-00061-0000; 016-00062-0000; 016-00063-0000; 016-00064-0000; 016-00065-0000; 016-00066-0000; 016-00067-0000; 016-00068-0000; 016-00069-0000; 016-00070-0000; 016-00071-0000; 016-00072-0000; 016-00073-0000; 016-00074-0000; 016-00075-0000; 016-00076-0000; 016-00077-0000; 016-00078-0000; 016-00079-0000; 016-00080-0000; 016-00081-0000; 016-00082-0000; 016-00083-0000; 016-00084-0000; 016-00085-0000; 016-00086-0000; 016-00087-0000; 016-00088-0000; 016-00089-0000; 016-00090-0000; 016-00091-0000; 016-00092-0000; 016-00093-0000; 016-00094-0000; 016-00095-0000; 016-00096-0000; 016-00097-0000; 016-00098-0000; 016-00099-0000; 016-00100-0000; 016-00101-0000; 016-00102-0000; 016-00103-0000; 016-00104-0000; 016-00105-0000; 016-00106-0000; 016-00107-0000; 016-00108-0000; 016-00109-0000; 016-00110-0000; 016-00111-0000; 016-00112-0000; 016-00113-0000; 016-00114-0000; 016-00115-0000; 016-00116-0000; 016-00117-0000; 016-00118-0000; 016-00119-0000; 016-00120-0000; 016-00121-0000; 016-00122-0000; 016-00123-0000; 016-00124-0000; 016-00125-0000; 016-00126-0000; 016-00127-0000; 016-00128-0000; 016-00129-0000; 016-00130-0000; 016-00131-0000; 016-00132-0000; 016-00133-0000; 016-00134-0000; 016-00135-0000; 016-00136-0000; 016-00137-0000; 016-00138-0000; 016-00139-0000; 016-00140-0000; 016-00141-0000; 016-00142-0000; 016-00143-0000; 016-00144-0000; 016-00145-0000; 016-00146-0000; 016-00147-0000; 016-00148-0000; 016-00149-0000; 016-00150-0000; 016-00151-0000; 016-00152-0000; 016-00153-0000; 016-00154-0000; 016-00155-0000; 016-00156-0000; 016-00157-0000; 016-00158-0000; 016-00159-0000; 016-00160-0000; 016-00161-0000; 016-00162-0000; 016-00163-0000; 016-00164-0000; 016-00165-0000; 016-00166-0000; 016-00167-0000; 016-00168-0000; 016-00169-0000; 016-00170-0000; 016-00171-0000; 016-00172-0000; 016-00173-0000; 016-00174-0000; 016-00175-0000; 016-00176-0000; 016-00177-0000; 016-00178-0000; 016-00179-0000; 016-00180-0000; 016-00181-0000; 016-00182-0000; 016-00183-0000; 016-00184-0000; 016-00185-0000; 016-00186-0000; 016-00187-0000; 016-00188-0000; 016-00189-0000; 016-00190-0000; 016-00191-0000; 016-00192-0000; 016-00193-0000; 016-00194-0000; 016-00195-0000; 016-00196-0000; 016-00197-0000; 016-00198-0000; 016-00199-0000; 016-00200-0000; 016-00201-0000; 016-00202-0000; 016-00203-0000; 016-00204-0000; 016-00205-0000; 016-00206-0000; 016-00207-0000; 016-00208-0000; 016-00209-0000; 016-00210-0000; 016-00211-0000; 016-00212-0000; 016-00213-0000; 016-00214-0000; 016-00215-0000; 016-00216-0000; 016-00217-0000; 016-00218-0000; 016-00219-0000; 016-00220-0000; 016-00221-0000

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, and 89, of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Tax Parcel #016-00089-0000: Lot Two (2) of Certified Survey Map No. 3111 as recorded August 15, 2006 in Volume 19 of CSM's on Page 45, Marquette County Registry as Document No. 264905, being a re-division of Lots 90 and 91 of the Silver Springs Plat, being part of the West ½ of Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Tax Parcel #016-00090-0000: Lot 1 of Certified Survey Map No. 3111 as recorded August 15, 2006 in Volume 19 of CSM'S on page 45, Marquette County Registry as Document No. 264905; being a re-division of Lots 90 and 91 of the Silver Springs Plat, being part of the West ½ of Section 3, Town 17 North, Range 11 East, in the Town of Neshkoro, Marquette County, Wisconsin.

Lots 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, and 150, of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Lots 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, and 186, of the Silver Springs Plat, Section 4, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Lot 187 of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Lot 188 of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Lots 189, 190, 191, 192, 193, and 194 of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Outlots 195, 196, and 197, of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Outlot 198 of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Outlots 199, 200, and 201 of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Outlot 202, of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Outlots 203 and 204, of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Tax Parcel #016-00204-0000: All of Outlot 205 of Silver Springs Plat, Town of Neshkoro, Marquette County, Wisconsin. Also the following described portion of Outlot 206 of Silver Springs Plat, beginning at the Northwest corner of said Outlot 206; thence South 35° 25' East, 309.80 feet to a meander corner which is North 35° 25' West 50 feet more or less from the water's edge of Silver Springs Lake; thence North 78° 40' East along a meander line 31.50 feet to a point which is North 25° 38' 40" West 35 feet more or less from the water's edge of Silver Springs Lake; thence North 25° 38' 40" West 295.12 feet; thence South 76° 33' West along the southerly line of CTH "E", a distance of 85.00 feet to the point of beginning and including all those lands lying between the herein described meander line and the water's edge of Silver Springs Lake, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Tax Parcel # 016-00205-0000: All of Outlot 207 of Silver Springs Plat, Town of Neshkoro, Marquette County, Wisconsin. Also the following described portion of Outlot 206 of Silver Springs Plat; beginning at the Northeast Corner of said Outlot 206; thence S 15 degrees 12'E 289.77 feet to a meander corner which is N 15 degrees 12'W 38 feet more or less from the water's edge of Silver Springs Lake; thence S 78 degrees 40'W along a meander line 31.50 feet to a point which is N 25 degrees 38' 40"W 35 feet more or less from the water's edge of Silver Springs Lake; thence N 25 degrees 38'40"W 295.12 feet; thence N 76 degrees 33'E along the Southerly line of CTH "E" a distance of 85.00 feet to the point of beginning and including all those lands lying between the herein described meander line and the water's edge of Silver Springs Lake, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin

Outlot 208 of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Tax Parcel #016-00207-0000: Lot 1 of Certified Survey Map No. 479, Volume 3 of Certified Survey Maps on Page 30 of the Marquette County Registry, as Document No. 141035, being vacated outlots 209, 210 and 211 of Silver Springs Plat, being a subdivision located in Sections 3 & 4, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Tax Parcel #016-00208-0000: Lot No. Two (2) of Certified Survey Map No. 479 as recorded in Volume 3 of CSM, Page 30, Marquette County, Wisconsin. Also an easement as tenants in common to the East ten (10) feet of Lot Nineteen (19) and the West ten (10) feet of Lot Twenty (20) of Silver Springs Subdivision being a part of the Northeast Quarter, Southeast Quarter of Section 4, and the Northwest Quarter, the Southwest Quarter and the Southeast Quarter of Section 3, all in the Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

Outlots 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, and 225 of the Silver Springs Plat, Section 3, Township 17 North, Range 11 East, Town of Neshkoro, Marquette County, Wisconsin.

## **PROTECTIVE COVENANTS**

Dated at the Village of Neshkoro, Marquette County, Wisconsin this 22nd day of April, 1974, together with amendments and codifications that were passed at a regular meeting of Silver Springs Lake Property Owners Association on June 19, 1982.

Re-filed with the Register of Deeds, Marquette County on September 20, 1994 with amendments passed at a regular meeting of Silver Springs Lake Property Owners Association on May 25, 1991.

Re-filed with the Register of Deeds, Marquette County, Wisconsin this 13th day of October 2004 with amendments passed by a ballot vote that was counted on September 8, 2004.

Re-filed with the Register of Deeds, Marquette County, Wisconsin this 2nd day of September 2005 with amendments passed by vote at a special meeting on August 27, 2005 by a majority of the lots of the Silver Springs Plat.

Re-filed with the Register of Deeds, Marquette County, Wisconsin the 18th day of July, 2012 with amendments passed by vote at a regular meeting on May 21, 2012.

Re-filed with the Register of Deeds, Marquette County, adopted the 15th day of June, 2018, with an amendment adopted the 24th day of July, 2018, passed by ballot votes that were counted on June 15, 2018 and July 24, 2018, and approved for filing with the Marquette County Register of Deeds, amends and reaffirms the filed Protective Covenants and By-Laws of Silver Springs Lake Property Owners Association, Inc., that were recorded on July 18, 2012, as Document No. 291687, of the records of the Register of Deeds for Marquette County, Wisconsin; recorded with the Register of Deeds, Marquette County, Wisconsin on the 8<sup>th</sup> day of August, 2018, as Document No. 313544.

### **PURPOSE**

The purpose of the following protective covenants is to maintain the value of the properties through the regulation of the type, size and placement of buildings, lot size, easements, prohibition of nuisances, and other land uses that would adversely affect the property value of a residential area.

Further covenants shall be effective in their entirety as to the parties hereto, their heirs, assigns and successors.

### **AREA OF APPLICATION**

The covenants in their entirety shall apply to lots 1 through 225 inclusive, and all subdivisions thereof, which are in a platted area known as Silver Springs in Sections 3 and 4, T17N, R11E, Town of Neshkoro, Marquette County, Wisconsin, as more fully described on the "Attachment for Document of Title Area of Application," excepting thereof parcels dedicated for public road purposes.

- I. An Architectural Committee, shall review and recommend plans to the Board ensuring compliance with the Covenants of the Silver Springs Lake Property Owners Association, Inc.
- II. Building construction, design, and/or architectural plans, including a drawing must be submitted to the Architectural Committee no less than 60 days prior to the commencement of the construction. All plans shall be described on the Construction Form, which is available to download from the Association website, or otherwise provided upon request by the Association. The Architectural Committee will provide acknowledgement of receipt of the plans and will provide notice of approval/denial within 30 days of receipt of the plans. In the event the plans are not approved, the Architectural Committee will include a written description of items deemed to be areas of noncompliance with these Covenants.

It is the responsibility of the property owner(s) to apply for and receive appropriate Marquette County Zoning/Building permits before construction begins. Building Permits must be displayed on the job site and a copy must be provided to a member of the Architectural Committee. All buildings, porches, patios, gazebos, pergolas, and projections shall comply with current Marquette County Zoning Laws. However, the granting of a variance by the County of Marquette or Town of Neshkoro shall not serve to override these Protective Covenants. The board shall continue to have the right, but not the obligation, to grant an exception to shoreline setback requirements based upon shoreline setback averaging.

- III. Each lot in the Association is limited to having one primary residence and two permanent, non-residential storage structures. All storage structures must conform to the external appearance of the primary residence. Storage structures cannot be residentially occupied. Non-residential storage structures cannot exceed one story in height. Storage structures can have a maximum wall height of twelve feet from starting grade. The total footprint of all buildings, including the primary residence, open air structures, decks, and poured concrete patios adjacent to the house, excluding driveways and walkways, cannot exceed 5,500 square feet in area.
- IV. Utility carports/shelters are not permitted. This includes sheds with only a solid roof or tarp top with no side walls and those utility sheds with tarp sides. Note Article III appearance requirements set forth above.
- V. No building structures shall be moved (relocated) onto any lots from an already established site unless such building is less than ten years old, and all features and improvements shall be in conformity with Articles II and III, set forth above.
- VI. All buildings must be completed on the exterior within one year of the commencement of construction, unless a time extension is provided in writing by the Architectural Committee.
- VII. Parking and storage of large open utility trailers, large commercial vehicles (9,000 lbs. or more), buses, disabled vehicles, unregistered or unlicensed vehicles campers, RVs, or similar travel trailers, is strictly prohibited. Actively occupied campers, RVs, or similar type

vehicles are permitted for a period not to exceed seven (7) consecutive days on the property and not to exceed 21 days in a calendar year.

- VIII. Outside storage is allowed for one boat trailer and one utility trailer (including campers/snowmobile trailers/etc.) which does not exceed twenty feet in length and/or seven (7) feet in height. Storage of any excluded vehicle or trailer in an approved enclosed garage or storage structure on the property is permissible.
- IX. The placing of any permanent sign, other than identification of residence, for longer than 60 days is prohibited except with the written permission of the Architectural Committee.
- X. No animals, livestock, or poultry of any kind shall be raised or bred or kept on any lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.
- XI. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other landscaping waste. All rubbish, trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be in a clean and sanitary condition. No lot shall allow grass or weeds to exceed 12 inches. If a violation is found, the owners shall be notified by the Board of Directors to cut the grass or weeds within ten (10) days of postmark. If the grass or weeds are not cut within the specified time, the Board of Directors will designate an approved party to bring the lot into compliance and the lot owner will be assessed the costs. The Association shall not be held liable for damage done while bringing the lot into compliance. Safety hazards, such as piers, dead or downed trees, or other structural hazards, must be removed or repaired within 30 days of the postmark of the notice.
- XII. All new installations of boat docks and piers must not extend further than twenty-five (25) feet from the ordinary high water mark into Silver Springs Lake. The community pier is excluded from this requirement. Floating rafts must be moored at the shoreline when not in use after dusk. After dusk shall be defined as 1/2 hour prior to sunset to 1/2 hour after sunrise. In the event fog develops on the Lake, floating rafts shall be brought in and moored at the shoreline.
- XIII. Except for an active construction site or a Board approved event, no outside toilet or privy shall be erected or maintained on any lot.
- XIV. Lots 1, 2, 3, 4, 36, 37, 38, 39, 40, 41 and lots 205, 207, 208, 224, shall have no direct driveway access to County Highway "E".
- XV. The following language applies to utilities and easements:
  - A. All new electric distribution lines (excluding lines of 15,000 volts or more), all new telephone lines from which lots are individually served, and all new community antenna television cables and internet services, installed within this plat, shall be underground unless:



1. The placing of such facilities underground would not be compatible with the planned development,
2. Location, topography, soil, stands of trees or other physical conditions would make underground installation unreasonable or impracticable or,
3. The lots to be served by said facilities can be served directly from existing overhead facilities.

B. Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as, but not limited to substations, pad mounted transformers, pad mounted sectionalizing switches, and above grade pedestal-mounted terminal boxes may be located above ground.

C. Temporary overhead facilities may be installed to serve a construction site or where necessary because of severe weather conditions. In the latter case, within a reasonable time after weather conditions have moderated, such temporary facilities shall be replaced by underground facilities and the temporary facilities removed, subject to any exception permitted under subparagraphs (A) (1) (2) and (3) above.

D. Where the electric and communication facilities are to be underground, the utility easements shown on the plat shall be graded to within six (6) inches of the final grade by the sub divider, his agent, or the owner, prior to the installation of underground electric and/or communication facilities, and earth fill, piles or mounds of dirt or construction material shall not be stored on such easement areas. After such facilities have been installed, said final grade shall not be altered by more than six (6) inches by the sub divider, his agent or by subsequent owners of the lots on which such utility easements are located, except with the written consent of the utility or utilities involved.

XVI. All Radio-Controlled (RC) model cars, boats, or airplanes with high-pitched engines fueled by gasoline, alcohol, etc., are prohibited on the waters, land, easements, and public roadways of Silver Springs Lake.

XVII. It shall be the responsibility of boat owners/operators, and host lot owners to notify the Board of Directors when a boat or raft has sunk, and it shall be the responsibility of the owner/operator or host lot owner to mark the area with markers approved of by the Board of Directors, and to have sunken boat or raft removed from Silver Springs Lake at the lot owner's expense within 24 hours.

XVIII. To prevent the introduction of invasive aquatic plants and organisms to Silver Springs Lake, the temporary launching and use of guest boats is not allowed. Personal watercraft (PWC-Jet Skis) are NOT ALLOWED on Silver Springs Lake.

XIX. Lot numbers shall be placed on BOTH sides (toward the stern) of all watercraft of lot owners. Letters must be at least three inches high in a contrasting color to the watercraft. Watercraft includes, but is not limited to, all forms of watercraft, such as pontoons, fishing boats, kayaks, paddle boats, and paddle boards. 1-2 inch numbers are acceptable for non motorized watercraft.

XX. "Slow, no wake speed" is to be observed on the entire lake surface at all times.

XXI. State boating safety and fishing regulations pertaining to size limits etc. are to be followed.

XXII. -EXTERIOR LIGHTS. All exterior lighting fixtures shall be shielded such that the light primarily shines down on to the lot. Full visibility spotlights or floodlights can only be used for a short term need. . .Motion lights or thermally triggered security lights must reflect the light within your property limits; sensors shall detect only motion from your lot.

XXIII. BACK LOT DEVELOPMENT. Back lot development or "lot pyramiding" is prohibited. The purpose of this covenant is to limit access to the water body to avoid overcrowding and to protect the property use and enjoyment of those property owners who own a lot or lots with waterfront access. Back lot development, or "lot pyramiding", is the practice whereby a lot, lots, out lot, or common open space or commonly owned lot is used for waterfront access by a number of parcels or lots located away from or not contiguous to the water body and/or separated from the lake by a public access roadway.

XXIV. It is the responsibility of the property owner to notify the Association Secretary or Treasurer of any changes in ownership and provide the name and address of the new owners.

XXV. ADOPTION OF SHORELINE SETBACKS UNDER SECTION 16.2004(13) OF THE MARQUETTE COUNTY SHORELAND ORDINANCE AND EXEMPTIONS.

(A) Unless permitted under paragraph (B), below, primary residences and walled storage buildings shall be set back seventy-five feet from a wetland boundary or the ordinary high water mark of a lake, stream, man-made lake or impoundment, as determined by the Zoning Administrator. Building near the above-described boundaries is subject to reduced building setback averaging as defined in the Marquette County Shoreland Zoning Ordinance.

(B) On properties abutting man-made lakes that are not under the jurisdiction of the Marquette County Shoreland Zoning Ordinance 16.1001 the following structures shall be exempt from the setback requirements of paragraph (A), above:

1. Shoreline retaining wall, Seawall, erosion control barrier, rock, or rip-rap height should not exceed one foot above the ordinary high water mark, with a maximum water depth of 18 inches at the original shoreline position, prior to installation.
2. One pathway, access and/or walkway may be established from a residence to the ordinary high-water mark and shall not exceed four feet in width. The path shall be as perpendicular to the residence as practical.
3. Patios, fire pits, and children's play sets (not exceeding eight (8) feet in height and 250 square feet in surface area) must be set back a minimum of 20 feet from the ordinary high-water mark. Kayak, canoe, and paddle board racks are exempt; however, these structures cannot exceed six feet (6) in height.

4. Open air structures such as gazebos, screen porches, pergolas, and children's play sets over eight (8) feet in height, must be set back a minimum of 50 feet from the ordinary high water mark. Said structures cannot have solid walls and cannot exceed 300 square feet in surface area.
5. All Structures with walls must be set back 75 feet from the ordinary high water mark.

XXVI. No fences may be constructed, erected, or maintained on any lot within 75 feet from the ordinary high water mark of Silver Springs Lake. Fences may be erected more than 75 feet from the ordinary high water mark of Silver Springs Lake, however, any such fence erected shall not exceed eight (8) feet in height and must otherwise comply with Marquette County Ordinances.

XXVII. Short-term rental and/or leasing of any lot and/or portion of any lot, building, or residence within the area of application of these covenants is prohibited. For the purposes of this restriction, a "short-term rental" or short-term "lease" shall be defined as a rental, lease, occupancy, and/or sublease to any person(s), entity(ies), group(s) and/or organization(s) for a period of time less than 180 consecutive days, and/or a rental of any kind which allows use and/or occupancy by more than one single person or single family within a 180 day period of time."

#### TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years from the date that these covenants are recorded. However, at any time the owners of the majority of the lots of the Association may agree to a change of said Covenants in whole or in part, and/or reaffirm the Covenants, including, but not limited to, that these Covenants may be extended for an additional period of time from the date the Covenants are changed in whole, in part, and/or reaffirmed.

#### ENFORCEMENT

The owners of the lots of the Silver Springs Lake Association hereby authorize the Board of the Silver Springs Lake Property Owners Association, Inc., to enforce the terms of these Protective Covenants as follows:

In the event the Board of the Silver Springs Lake Property Owners Association, Inc., determines that any lot owner's use of property, improvements, and/or development is in violation of these Protective Covenants, then, in that event, the Board shall provide by certified and/or registered mail or email a notice to said owner(s) at their address of record listed with the Association, describing the violation and notifying said lot owner(s) of the action the owner(s) need to undertake to conform with the terms of the Protective Covenants. The owner(s) shall also be advised, that in the event the owner(s) fails to conform with the Protective Covenants within ten (10) days of such notice, that said owner(s) may be assessed a fee by the Association of an amount of not more than \$50.00 per day for each day the violation continues. In the event the owner(s) fails to comply

with the notification letter, the Board may commence legal action on behalf of the Association in the Circuit Court for Marquette County to seek recovery of the fee set forth herein and an order by the Court requiring said owner(s) to bring the property in conformance with the Protective Covenants, including a permanent injunction against further violation of the Covenants. Further, the Association shall be entitled to recover, as monetary damages, reasonable costs and attorney's fees incurred by the Association in the enforcement of the Protective Covenant from such owner(s) in any action in which the Court determines that such owner(s) was in violation of these Protective Covenants.

Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages. Violating persons are responsible for expenses including attorney fees.

#### SEVERABILITY

Invalidation of any of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

## **BY-LAWS**

Re-filed with the Register of Deeds, Marquette County, Wisconsin this 13th day of October 2004 with amendments passed by a ballot vote that was counted on September 8, 2004.

Re-filed with the Register of Deeds, Marquette County, Wisconsin this 2nd day of September 2005 with amendments passed by a proxy vote at a special meeting on August 27, 2005.

Re-filed with the Register of Deeds for Marquette County, Wisconsin, on July 18, 2012, as Doc. No. 291687.

Re-filed with the Register of Deeds, Marquette County, adopted the 15th day of June, 2018, with an amendment adopted the 24th day of July, 2018, passed by ballot votes that were counted on June 15, 2018 and July 24, 2018, and approved for filing with the Marquette County Register of Deeds, amends and reaffirms the filed Protective Covenants and By-Laws of Silver Springs Lake Property Owners Association, Inc., that were recorded on July 18, 2012, as Document No. 291687, of the records of the Register of Deeds for Marquette County, Wisconsin; recorded with the Register of Deeds, Marquette County, Wisconsin on the 8<sup>th</sup> day of August, 2018, as Document No. 313544.

### **ARTICLE I**

The name of the corporation is Silver Springs Lake Property Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at P O Box 144, Neshkoro, Wisconsin, 54960. Meetings of the Board of Directors and/or Board Committees may be convened at any member's residence, by video teleconference, or other mutually agreed upon location designated by the Board of Directors or Committee Chairperson.

### **ARTICLE II**

#### **DEFINITIONS**

Section 1: "Association" shall mean and refer to Silver Springs Lake Property Owners' Association, its successors, and assigns.

Section 2: "Properties" shall mean and refer to that real property described in the Articles of Incorporation and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4: "Lot" and "Out lot" shall mean and refer to any plot of land designated as a "Lot" or "Out lot" upon any recorded subdivision map of the properties.

Section 5: "Owner" shall mean and refer to every person, family trust, or entity who is the beneficial owner of a fee or undivided fee interest in any lot including contract buyers; but excluding those having such interests merely as security for the performance of an obligation.

Section 6: "Members" shall mean and refer to lot owners, who are entitled to membership, in accordance with the Association Articles of Incorporation. For the purposes of voting, each lot represents one membership interest and one vote, without regard to the number of owners and/or residents of such lot.

### ARTICLE III

#### MEETINGS

Section 1. **Annual Meetings:** Annual meetings shall be held on the Saturday prior to Memorial Day of each year, at the time and place set by the Board of Directors.

Section 2. **Special Meetings:** Special meetings of the Members may be called any time by the Board President or by the Board of Directors, or by one-third of the Association's Members.

Section 3. **Notice of Meetings :** Written notice of each Meeting of the Members shall be given by or at the direction of the Board Secretary or person authorized to call the meeting, by mailing or emailing (electronic notice) a copy of such notice, at least twenty (20) days prior to such meeting to each Member, addressed to the Member's home address or designated email on record with the Association, or supplied by such Member to the Association for the purpose of such notice. Such notice shall specify the location, date, and time of the meeting, and, in the case of a special meeting, the purpose of such meeting.

Section 4. **Quorum:** The presence at the meeting of Members entitled to cast votes, proxies entitled to cast votes, and/or votes cast by written ballot as authorized herein, of one-half (1/2) of the entire number of votes entitled to be cast, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Covenants, or these By-Laws. In the event a quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting without other notice, other than the announcement at the meeting. The meeting is adjourned until a quorum, as aforesaid, shall be present, by the presence of members, proxies entitled to cast votes, and/or by written ballots as authorized herein.

Section 5. **Proxy:** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, pertain only to a specific vote, and be filed with the Board Secretary. Each proxy shall be revocable until the vote is taken.

Section 6. **Voting by Written Ballot:** Any action that shall be taken up at an annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a written

ballot to each Member entitled to vote on this matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot under this section shall only be valid when the number of votes cast equals or exceeds the quorum required to authorize the action, and the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting. Except as otherwise provided in the Articles of Incorporation or By-Laws, a written ballot shall not be revoked. A solicitation for votes by written ballot shall include all the following:

- a. The number of responses needed to meet the quorum requirements.
- b. The percentage of approvals necessary to approve each matter, other than the election of directors.
- c. The deadline by which a ballot must be received by the Association in order to be counted.

**Section 7, Voting by Email:** Voting at meetings shall be done personally or by email proxy. Email voting shall be held in place of a vote at a meeting and only under the following conditions:

- a. Email votes shall be called only by the Board President.
- b. The President shall provide a clear description of the vote at hand and reason the vote cannot be taken at a regular meeting. Such description shall be emailed to all members, requesting return receipt from same. By providing such description, the vote is immediately called without discussion and amendments.
- c. Email voting shall be employed for time-sensitive issues only. All reasonable measures shall be taken to address the issue at a regularly scheduled meeting.
- d. The President shall establish a deadline by which all email votes shall be received, which shall be no less than two (2) days. All votes and acknowledgements shall be emailed to the Secretary for counting purposes.
- e. Results of all email votes shall be recorded in the Minutes of the meeting immediately following the vote. The record shall indicate the vote was conducted through email. A record of the votes shall be provided to and retained by the Board Secretary.

## ARTICLE IV

### BOARD OF DIRECTORS: CONDITIONS OF OFFICE

Section 1. **Board Makeup:** The affairs of this Association shall be managed by a Board of six (6) directors, not more than one (1) of which may be a non-member of the Association.

Section 2. **Term of Office:** Annually, at the time and in the manner provided in these Bylaws, the Members shall elect individuals to replace the directors whose terms of office are expiring. Each director shall serve for a term of three (3) years or until a successor has been selected. No director shall serve more than three (3) full terms, with a maximum of ten years in total.

Section 3. **Vacancy:** In the event of the death, resignation, or removal of a director, such successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of such predecessor.

Section 4. **Compensation:** No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of their duties, with the exception that the Secretary and Treasurer shall be paid an amount voted on by the Membership at the Annual meeting. In the event the position of Secretary and Treasurer is held simultaneously by one person, the amount paid for each position shall be paid to such office holder.

Section 5. **Action Taken Without a Meeting:** The Board of Directors shall have the right to take any action in the absence of a meeting, which they would take at a meeting by obtaining the verbal or written approval of a joint decision by the Board members. Any such action or approval shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nominations:** Members shall receive notice from the Board President requesting nominations. Nomination submission must include a resume including any relevant experience and interests. Resumes shall be due no later than March 15<sup>th</sup> of each year.

Section 2. **Elections:** A listing of all candidates, including resumes, shall be assembled by the Board and mailed or emailed to address of record to all Members. The mailing shall include an official ballot, voting instructions, deadline for postmark or receipt, ballot envelope and a return envelope. Each Member is responsible for indicating the Member's legal lot number on the outside of the return envelope. Return envelope ballots not marked with the legal lot number will not be counted. Ballots received after the deadline date posted on the ballot will not be counted. Ballots shall be counted before the Annual Meeting with results announced at the Annual Meeting.



## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. **Regular Meetings:** Regular meetings of the Board of Directors shall be held monthly or at the discretion of the Board of Directors with or without notice posted at such place and hour as agreed-to by the Board.

Section 2. **Special Meetings:** Special meetings of the Board of Directors shall be held when called by the Board President, or by any three (3) Directors, providing at least three (3) days' notice to each Director.

Section 3. **Quorum:** A majority of the number of the Board of Directors shall constitute a quorum for the transaction of business. Every act or decision made by a majority of the Board of Directors present at a duly held meeting, at which a quorum is present, shall be regarded as an act of the Board of Directors.

Section 4. **Email Votes of the Board of Directors:** Email votes shall be called only by the President. The President shall provide a clear description of the vote at hand and the reason that the vote cannot be taken at a regular meeting. Such description shall be emailed to all Board Members, requesting return receipt from same. By providing such a description, the vote is immediately called.

Email voting shall be employed for time-sensitive issues only. All reasonable measures shall be taken to address the issue at a regularly scheduled meeting. The President shall establish a deadline by which all email votes shall be received, which shall be no less than two (2) days. All votes shall be done by "responding to all" and shall be counted and the vote of each director recorded by the Secretary.

## ARTICLE VII

### POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers:** It shall be the power of the Board of Directors to:

(a) Adopt and publish rules and regulations governing the use of common areas, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

(b) The Board of Directors shall have the right to take any action in the absence of a meeting by obtaining the verbal, written, or emailed approval of each of the Directors. Any such action or approval shall have the same effect as if taken at a Board meeting.

(c) Suspend the voting rights, the right to serve on the Board of Directors, and the right to run for election to the Board of Directors, of a Member during any period in which such Member shall

be in default in the payment of any assessment levied by the Association. Such rights shall also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published Rules, Regulations, Protective Covenants, and/or By-laws. Where an infraction is ongoing, the Board of Directors, at its discretion, shall suspend such rights until a member complies with published Rules, Regulations, Protective Covenants, and/or By-Laws.

(d) Exercise for the Association all powers, duties, and authorities vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws and the Articles of Incorporation.

(e) Declare the office or position of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) board meetings during the course of a fiscal year.

(f) Employ a manager, independent contractor, or other such individuals they shall deem necessary to complete Association business, and to define their duties.

**Section 2. Duties:** It shall be the duty of the Board of Directors to:

(a) Maintain a complete record of all its acts and corporate affairs and to present a statement thereof [within 10 working days] to the Members as requested and at the Annual Meeting of the Members.

(b) Oversee all officers, agents, and employees of this Association, and ensure their duties are properly performed.

(c) Procure and maintain adequate liability and hazard insurance, on property owned by the Association, and for actions taken by the Board and its contracted agents.

(d) Cause all officers or employees having fiscal responsibilities to be bonded, as deemed appropriate.

(e) Cause the Common Areas to be maintained.

(f) Increase the amount of the annual assessments to no greater than fifteen percent (15%) in any one (1) year without the approval of the Members, and by more than fifteen percent (15%) when authorized by a quorum of the members.

(g) Fix the amount of the annual assessment for each lot at least thirty (30) days in advance of each annual assessment period and send written notice of such assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period.

(h) Cause the annual assessment to be due on May 1st of each year, with payment accepted at or before the Annual Meeting. A letter shall be sent to delinquent accounts on or about July 1st of each year as a reminder to pay the assessment. A final notice shall be sent on or about August 1st of each year with a late fee of \$25.00 added to the assessment beginning September 1st. October

1st. Notice will indicate the need to begin Court proceedings against the property owner to collect the assessment fee plus the late fee's and all legal expenses.

(i) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(j) Expenditures of \$8,000 or more require requests for competitive bids from at least two qualified vendors when possible. Bids shall be reviewed by the Board of Directors and the vendor offering the most acceptable bid will be awarded the business.

(k) Assess a charge on checks returned for Insufficient Funds equal to the charge incurred to the Association for handling such checks.

(l) Un-budgeted capitol expenditures greater than \$50,000 must be approved by a vote of the Members (set forth in Article III) Excluding normal or emergency maintenance.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers:** The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall always be members of the Board of Directors, and such other officers as the Board may create by resolution.

Section 2. **Election of Officers:** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. **Term:** The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless the individual shall resign, be removed, or otherwise disqualified to serve.

Section 4. **Special Appointments:** The Board shall elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, deem necessary.

Section 5. **Resignation and Removal:** Any Officer shall be removed from said office with or without cause by consensus of the Board. Any Board Officer may resign from office at any time, giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein. The acceptance of such resignation by a quorum of Board Members shall not be necessary to become effective.

Section 6. **Vacancies:** A vacancy in any Officer or Board Member position shall be filled by an appointment by the Board. The individual appointed to such vacancy shall serve for the remainder of the vacated Member's term. Vacated Board Officer positions shall be filled by Board election.

Section 7. **Multiple Offices:** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created under Section 4 of this Article.

Section 8. **Duties:** The duties of the officers are as follows:

#### PRESIDENT

(A) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are executed, shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notes greater than \$5,000.

#### VICE-PRESIDENT

(B) The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge other such duties as may be required by the Board.

#### SECRETARY

(C) The Association Secretary shall be a Board Member. The Secretary shall record and keep the minutes of all meetings and proceedings of the Annual Meeting and the Board of Directors, shall maintain the corporation seal of the Association and affix it on all papers requiring said seal; shall serve notice of the annual Association meeting and the meetings of the Board of Directors; shall maintain appropriate current records showing the current Members of the Association including each Member's address(es) of record; and shall perform other such duties as required by the Board.

#### TREASURER

(D) The Association Treasurer shall be a Board Member. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall prepare an Annual Budget, Statement of Receipts and Expenditures, and shall prepare a Multi-Year Expenditure Forecasts, to be presented to the Members at the Annual Meeting. Copies of Treasure report will be made available to the Members at the Annual Meeting.

## ARTICLE IX

### COMMITTEES

The President and/or the Board of Directors shall create ad hoc committees and appoint committee members thereto as deemed appropriate in conducting its purpose. Committee members will report their planned activities to an assigned Board Member and in a timely manner. Committee members will be approved by the board.

At least one member of the Architectural Committee and the Lake Preservation Committee shall be a member of the Board of Directors; other members of these committees may be at-large.

## ARTICLE X

### BOOKS AND RECORDS

The books, records, and papers of the Association shall, upon reasonable notice, be subject to inspection by any Member. The Articles of Incorporation, The Protective Covenants, and the By-Laws shall be available for inspection by any Member by contacting the principal office of the Association. An Audit Committee consisting of a minimum of two (2) property owners shall be appointed by the Board at least thirty (30) days prior to the Annual Meeting to conduct an audit of the books of the Association to be presented at the Annual Meeting. The Treasurer shall make available all books, etc. to the Audit Committee within ten business days after the close of the fiscal year.

## ARTICLE XI

### DUES and ASSESSMENTS

Annual dues are to be paid on or before the date of the Association's Annual Meeting. Each member is required to pay the Association for all assessments. Any assessments that are not paid when due shall be considered delinquent, accrue penalty fees as described in Article VII, Section 2 (h), and shall draw additional litigation, penalty, and interest fees, at the maximum legal rate.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words Silver Springs Lake Property Owners Association, Inc.

## ARTICLE XIII

Section 1: These By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

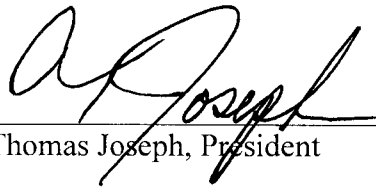
Section 2: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles may control.

#### ARTICLE XIV

##### FISCAL YEAR

The fiscal year of the Association shall begin on the first day of May and end on the 30th day of April of each year.

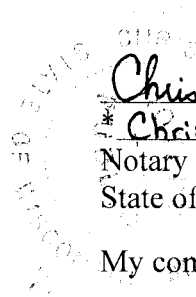
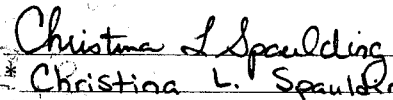
## CERTIFICATION

  
Thomas Joseph, President

  
Kevin Streetar, Treasurer

State of Wisconsin )  
 ) ss.  
County of Waushara )

Personally came before me this 16<sup>th</sup> day of May, 2025, the above named Thomas Joseph as President and Kevin Streetar as Treasurer of the Silver Springs Lake Property Owners Association Inc., and acknowledged that on the 25th day of October, 2024, each property owner was mailed a ballot with proposed changes for the By Laws and Protective Covenants of Silver Springs Lake Property Owners Association Inc., and a question to reaffirm and re-record with the Register of Deeds of Marquette County, Wisconsin, the Protective Covenants and By Laws that were filed on July 18, 2012, and recorded as Doc. No. 291687 of the records of the Register of Deeds of Marquette County, Wisconsin and amended re-recorded on August 8, 2018, as Doc. No. 313544 of the records of the Register of Deeds of Marquette County, Wisconsin. Each mailing contained a letter and a postage paid envelope. On the 17th day of December 2024, 168 ballots were counted, which is a quorum. The Board verified that Actions 1, 3, 4, 5, 6, 7, and the dues increase passed by a majority vote of the lots, and all Bylaws and Protective Covenants as amended and approved are attached hereto. It was further agreed that a copy of the same be recorded in the office of the Register of Deeds for Marquette County, Wisconsin.

  
  
\* Christina L. Spaulding  
Notary Public  
State of Wisconsin

My commission expires: 2-23-29

**Drafted by:**  
Silver Springs Lake Property Owners Association Inc.  
P O Box 144  
Neshkoro, WI 54960