

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.

This version is pending approval

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, which are in a platted area known as Silver Springs in Sections 3 and 4, T17N, R11E, Town of Neshkoro, Marquette County, Wisconsin, exception thereof parcels dedicated for 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 single axle utility trailer 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.