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**DECLARATION OF RESTRICTIVE  
COVENANTS FOR  
ESTATES OF LAWSONIA  
Document Name**

Document Number

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SARAH GUENTHER  
REGISTER OF DEEDS  
GREEN LAKE, WI  
TRANSFER FEE:  
EXEMPT #:

**Recording Area**

**Name and Return Address**

Green Lake Conference Center  
W2511 State Road 23  
Green Lake, WI 54941-9599

All or part of Tax Parcel Nos. 004-0728-0000,  
004-0728-1300, 004-0728-1400,  
004-0728-1600, 004-00731-0000,  
004-00732-0000, 004-01776-0000,  
004-01780-0000, 004-00724-0000,  
004-00724-0100, 004-01777-0000

This is an amendment made by the American Baptist Assembly as the owner of more than 61% of the lots under "Part V. General Provisions , 5. Amendment" of the Declaration of Restrictive Covenants for Estates of Lawsonia. This replaces a document recorded in the Green Lake County Register of Deeds office on September 24, 2009 at 1:00 p.m. in Volume 801, pages 658-674 as Document No. 362807 and a corrective document recorded in the Green Lake County Register of Deeds office on February 21, 2013 at 1:45pm in Volume 868, page 354, as Document No. 378757.

## **DECLARATION OF RESTRICTIVE COVENANTS FOR ESTATES OF LAWSONIA**

A Subdivision located in the Town of Brooklyn, Green Lake County, Wisconsin

AMERICAN BAPTIST ASSEMBLY, INC. (ABA), the owner of real property known as ESTATES OF LAWSONIA, a subdivision located in the Town of Brooklyn, Green Lake County, Wisconsin, legally described on Exhibit "A" hereto, makes the following declaration as to conditions, limitations, restrictions, reservations, easements, and uses to which all of the real estate in the Plat of Estates of Lawsonia development, including the lots created by that certain Final Plat dated May 29, 2009 and recorded August 31, 2009 at 3:30 p.m. in the Register of Deeds office for Green Lake County, Wisconsin in Volume 7 of Plats, Pages 140-140D, as Document No. 362483 (the "Subdivision"), shall be subject. The owner hereby declares that the Subdivision shall be used, held, transferred, sold, assigned, and conveyed subject to these conditions, limitations, restrictions, reservations, easements, and use declarations, which shall constitute covenants to run with the land, as provided by law, and shall apply to and be binding on all successors in interest and the persons claiming under them, for the benefit of and limitations on, all future owners and persons claiming under them with respect to the Subdivision.

### **PART I. RESTRICTIONS ON USE, STRUCTURES AND SITE DEVELOPMENT FOR THE SUBDIVISION**

1. Purpose. These declarations are set forth to ensure that the Subdivision will become and remain an attractive community and, to that end, to ensure the use of the property within the Subdivision for residential purposes only, to prevent nuisances, to ensure the best use and the most appropriate development and improvement of each lot, to obtain harmonious use of building materials, to prevent development and improvement within the Subdivision which do not conform with the design or general aesthetics of the existing or planned Subdivision or are haphazard or inharmonious, to protect owners of lots within the Subdivision against the impairment of the attractiveness or value of their property, to obtain harmonious use of materials, to assure each lot owner the full benefit and enjoyment of their lot and home, and to otherwise secure mutual enjoyment of benefits for owners of lots within the Subdivision with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to all lot owners consistent with these declarations.

2. Exterior Design. All dwellings shall have a minimum of 1/3 (one-third) brick or stone on the front exterior façade. On porches, all exposed concrete below the porch slab shall have a brick or stone veneer exterior face. All dwellings shall have an attached garage. No attached garage shall have less than two (2) or more than three (3) car stalls. Main dwellings and garages shall not have bright-colored exterior materials including but not limited to bright blue, bright yellow, bright green or bright pastels. Earth tones, wood tones, or other color schemes that complement the natural setting of the subdivision shall be used.

3. Minimum Floor Area and Design. All structures to be erected in the Subdivision shall conform to specific design parameters and minimum floor areas. No dwelling of three (3) stories above

grade shall be permitted. The square footage of the main structure, exclusive of open porches, breezeways and garages, shall be not less than 1,800 square feet above grade.

4. Basement. All homes shall have either basements or standard four-foot footing walls.

5. Drainage. No lot owner shall block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to back up onto the lot of another lot owner or so as to restrict the use or enjoyment of any other lot by any other lot owner or as to adversely affect or impair the Subdivision water management requirements. Each lot owner, as a part of the post-home construction finishing/grading/landscaping process, is responsible to bring their lot into compliance with the approved Subdivision drainage plan. Each lot owner is responsible for managing storm and surface water on or within such owner's lot in accordance with the requirements of the Green Lake County approval for the Subdivision.

6. Lot Maintenance. The lot owner is required to perform all necessary maintenance and upkeep of the lot and right-of-way areas, and must comply with the Town of Brooklyn weed control ordinance and any other applicable residential lot regulations. Trash, waste, brush, or noxious weeds are not permitted.

7. Construction Site. No Building material shall be placed on any lot more than thirty (30) days prior to the date construction is to begin. At all times during construction, the site shall be maintained in a neat and orderly manner. All trash and waste shall be kept in sanitary containers, and out of public view. Lot owners shall be responsible for maintaining a dumpster on-site during construction and shall be responsible to ensure such dumpster is emptied as often as necessary to ensure debris does not extend above the top edge allowing it to be blown out and onto surrounding properties.

8. Fill. Excess excavation fill is to be removed from any lot at the lot owner's expense within 30 days of house completion.

9. Driveways. All dwellings shall, within one (1) year of completion, have a paved driveway of stable and permanent construction at least twelve (12) feet in width and extending from the edge of the finished roadway surface to the vehicular entrance of the garage.

10. Municipal and Utility Services. All municipal or utility services including, but not limited to, sanitary sewer, storm sewer, water, electrical, telephone, gas, and cable must be provided via underground transmission facilities to and from buildings. No above ground municipal or utility service transmission facilities shall be permitted. No lot owner shall undertake the placement of or authorize others to place any structure or undertake excavation or carry out any other activity that may be detrimental to the underground municipal or utility services transmission facilities.

11. Accessory Structures. No accessory structures, including but not limited to swimming pools, swing sets, playground equipment, dog runs, sheds, etc. shall be permitted forward of the rear exterior line of the residential structure. Further Accessory Structures restrictions are as follows:

- a. No above-ground swimming pools shall be permitted.

b. In-ground swimming pools are permitted as long as the fence surrounding the pool does not extend beyond the width of the main dwelling, nor more than 35 feet behind the rear exterior line of the main dwelling, or higher than the minimum height required by local ordinance for swimming pools. Swimming pool fences must be of decorative iron design or decorative wood design.

c. Accessory structures including but not limited to swing sets or playground equipment shall be made predominantly from natural wood products such as cedar or treated lumber and shall be stained with a clear, wood tone, or earth tone color to better blend with the surrounding natural amenities. Such accessory structures shall be contained in an area not forward of the rear exterior line of the main dwelling and not extending beyond the exterior width of the main dwelling.

d. Spas shall be contained in an area not extending beyond the width of the main dwelling, nor more than twenty (20) feet behind the rear exterior line of the main dwelling.

12. Temporary Structures. No structures of a temporary nature, such as trailers, mobile homes, campers, tents, shacks, storage units, or similar structures shall be permitted on any lot for a period of more than fourteen (14) calendar days of any year. No structure other than a completed residence shall be occupied.

13. Personal Property Storage. Automobiles, motorcycles, recreational vehicles, golf carts, snowmobiles, boats, personal watercraft, canoes, kayaks, trailers, mini-bikes, fishing shanties, and other comparable personal property, shall not be regularly parked or stored outside on lawns or driveways.

14. Signs and Antennae. No sign or antenna including outside earth stations (satellite dishes) shall be displayed or exposed to public view except as follows:

a. Satellite dishes less than 20" in diameter, are permissible; however no exterior television antenna or radio transmitting device shall be erected, placed or maintained on any lot or home located in the Subdivision.

b. One sign of not more than six (6) square feet in area advertising the property for sale, or by a builder to advertise the property during the construction and sales period, except that the realtor engaged by the ABA may utilize signs up to 48 square feet for advertising lots or properties in said Subdivision for sale.

c. Small house-number signs, family-name signs, and house-name signs are permissible.

15. Unlicensed Vehicles and Salvage Materials. No unlicensed vehicles, vehicle parts or storage areas for vehicles, trailers, or other salvage materials of any nature shall be permitted on any lot or combination of lots within the Subdivision.

16. Commercial Businesses. Except as may be permitted by Town zoning regulations, no commercial business shall be allowed to be conducted at any time from any lot or combination of lots within the Subdivision.

17. Trash. All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling prior to the day before regularly scheduled pick-up, and must be removed within twenty-four (24) hours of pick-up.

18. Fence. Patio or pet fences matching the design and approval requirements of the aforementioned "in-ground pool" fences are permitted and may be erected by lot owners. Lot-line fencing shall not be permitted.

19. Animals. No animals, except as usual and customary domestic household pets, shall be kept, bred, or raised on any lot in Estates of Lawsonia. Dogs and cats shall be limited to a combined total of three (3) of dogs and cats per lot, and shall not be permitted to run at large. Nothing in this covenant regarding household pets shall be interpreted as permitting any pet(s) that create a nuisance to the neighborhood or unreasonably annoy other lot owners.

20. Storage Tanks. No above-ground or underground storage tanks shall be permitted upon any lot.

21. Hunting. No hunting and no discharging of any firearm shall be allowed within the Subdivision.

22. Subdivision of Lots. No lot may be subdivided into smaller lots. Nothing, however, shall prohibit two lots from being consolidated into one lot in conformity with any applicable Certified Survey Map requirements. If three lots are divided into two lots by a Certified Survey Map, each such resulting lot shall be considered as one lot for purposes of compliance with these covenants.

23. Use of Golf Course. The Golf Courses of Lawsonia are private property owned and operated by Lawsonia, Inc. or its affiliates or assigns. No lot owner shall have access to or rights to use or enjoy the Golf Courses of Lawsonia or any parts thereof solely by virtue of ownership of a lot in the Estates of Lawsonia Subdivision. Any and all use of the Golf Courses of Lawsonia shall be subject to the terms, requirements, fees, and other conditions established from time to time by Lawsonia, Inc. or its affiliates or assigns in its sole discretion, including without limitation golf membership privileges thereon. No special privileges with respect to use of the Golf Courses of Lawsonia shall exist except as set forth in writing signed by Lawsonia, Inc. or a subsequent owner of the Golf Courses. Each lot in the Subdivision which is located adjacent to any portion of the Golf Courses of Lawsonia shall be subject to a perpetual, non-exclusive easement hereby established by the Developer for the benefit of the owner of the Golf Courses and its users, guests, and invitees, for purposes of permitting the flight, landing, and retrieval (but not hitting) of errant golf balls.

24. Estates of Lawsonia Homeowners' Association. Each lot owner shall be a member of "The Estates of Lawsonia Homeowners' Association, Inc.", a Wisconsin non-stock, nonprofit, membership corporation (the "Association"). Each lot owner shall be entitled to one (1) vote on any matters submitted to a vote of the members of the Association. The Association is organized for the purposes of owning, maintaining, improving, policing, protecting, and/or preserving the Outlots, any private Subdivision paths or roadways, common areas, and amenities in the Subdivision. Pursuant to the provisions of Section 779.70, Wis. Stat., the Association, among

other things, has the power to prepare and annually submit to its membership a budget of the expenditures which it proposes to make for the ensuing year and to assess against all of the lots, and to collect from each lot owner an assessment to pay the costs of maintaining the necessary organization of the Association and the costs of maintaining those properties in which the lot owners have common rights of usage and enjoyment, together with the improving, policing, protecting, and/or preserving activities set forth herein.

25. Enforcement. If any lot owner or person in possession of any lot or dwelling on any lot within the Subdivision shall violate, threaten to violate, or attempt to violate any of these covenants, or any agreements entered into for the benefit of the Subdivision, it shall be lawful for any other person owning any lot or owning or occupying any dwelling on any lot in the Subdivision to prosecute and/or commence proceedings at law or in equity against the person violating, threatening to violate, or attempting to violate any such covenant or agreement, either to prevent such person from doing so or to recover damages for such violation or to restrain the violation.

26. Term. The covenants and restrictions in Part I shall be in effect for a term of thirty (30) years from the date this Declaration of Restrictive Covenants is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless and until an instrument terminating or reducing this term shall be executed and recorded in accordance with the requirements and procedures set forth.

## PART II. RESTRICTIONS ON USE AND DEVELOPMENT FOR OUTLOTS

The Outlots named OL1 (Parcel 004-02195-0000), OL2 (004-02196-0000), OL3 (004-02197-0000), and the two outlots behind Buck Run (004-00724-0000 and 004-00728-0000) are owned in common by the lot owners of the Estates of Lawsonia.

1. Purpose. The following permitted and prohibited uses and structures are hereby defined in order to maintain and preserve the natural features, aesthetics, improved habitat, and storm water facilities within Outlots. In order to maintain the best possible wildlife habitat, and promote privacy for owners having lots that adjoin Outlots, it is intended that, except as expressly permitted by this Declaration of Restrictive Covenants, the Outlots remain as open space or green space, and that they remain accessible for open space viewing from outside the boundaries of said Outlots. Furthermore, the Outlots shall serve as storm-water detention areas as required and approved by the Wisconsin Department of Natural Resources, the Town of Brooklyn, and Green Lake County, and are subject to periodic inspection and maintenance.

2. Permitted Uses and Structures. The following uses are permitted on the Outlots:

- a. Drainage ways and drainage detention or retention areas and natural areas.
- b. Bird houses, duck houses, or other similar structures that promote nesting or habitat for wildlife, appropriately located and spaced.
- c. Trimming, planting or extracting of plant-life.

d. Swimming, wading, fishing, and floating of a non-engine powered watercraft, is allowed from Outlot 2.

e. The construction of picnic areas, shelters, benches and walking paths, if allowed under zoning and building codes or as permitted by other applicable Federal, State, County, or Local government agencies.

**3. Prohibited Uses and Structures.** The following uses and structures are prohibited on the Outlots, including the ponds, streams, drainage ways, and storm-water detention/retention facilities located within or upon the Outlots:

a. Filling, grading, and excavating except in connection with drainage or habitat enhancement as permitted by appropriate Federal, State, County, and Local government agencies.

b. Deposit or extraction of material except in connection with drainage or habitat enhancement as permitted by appropriate Federal, State, County, and Local government agencies.

c. Storage of vehicles, equipment, materials or personal property of any kind.

d. Cultivation of agricultural crops, fruits or vegetables.

e. Dumping of ashes, waste, compost or garbage.

f. Swimming, wading, and floating of any boat/canoe/raft/watercraft, with the exception of from and adjacent to Outlot 2.

g. Feeding or releasing of ducks, geese, fish, or other aquatic animals.

h. Motorized vehicles of any kind except for periodic maintenance.

i. Fishing, spearing, trapping, and other comparable activities, except fishing in Green Lake from Outlot 2 shall be a permitted activity.

j. As to Outlot 2, any development thereof inconsistent with retaining and preserving its open space or green space characteristics.

**4. Use and Maintenance Easement.** There shall be an affirmative duty to maintain, protect and manage the Outlots consistent with the purpose, permitted uses and prohibited uses and structures enumerated above. The Wisconsin Department of Natural Resources, the Town of Brooklyn, and Green Lake County shall have the unqualified right to enter upon the Outlots for inspection and, if necessary, maintenance of storm-water facilities. Maintenance costs necessarily and appropriately incurred for compliance with Department of Natural Resources and/or Town of Brooklyn and/or Green Lake County requirements shall be equally assessed among the owners of the lots comprising the Estates of Lawsonia development. So long as American Baptist Assembly, Inc.

(ABA) owns one or more lot(s) in the Subdivision, the ABA shall have the unqualified right to enter upon the Outlots for any use or maintenance the ABA deems appropriate or necessary so long as such use or maintenance does not interfere with the storm-water facilities' proper function.

5. Cul-de-sac Maintenance and Related Costs. Lots 12-17 are responsible for the maintenance and any associated costs for the island in the Greenside Court cul-de-sac. Lots 21-25 are responsible for the maintenance and any associated costs for the island in the Chestnut Court cul-de-sac.

### PART III. HOMEOWNERS' ASSOCIATION AND ASSESSMENTS

1. Creation. The Estates of Lawsonia Homeowners' Association, Inc. (the "Association") is a nonprofit and non-stock corporation. The ABA shall convey fee simple title of the Outlots, any private Subdivision paths and roadways, common areas, and other amenities of the Subdivision, unencumbered by any lien, to the Association. The Association shall adopt Bylaws amplifying upon, but not inconsistent with, the provision of these Declarations of Restrictive Covenants.

2. Purpose of Association.

a. To own, maintain, improve, police, preserve, protect and use Outlots, any private Subdivision paths or roadways, common areas, and amenities consistent with Parts II, III, and IV of this Declaration.

b. To aid and cooperate with the members of the Association and lot owners in the Subdivision in the enforcement of these restrictions.

c. To do things necessary or appropriate to promote the general welfare of the lot owners of the Subdivision.

3. Membership. Every owner of the lots comprising the Estates of Lawsonia Subdivision shall be a member. Membership shall terminate on such member's ceasing to be the owner of a lot.

4. Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more owners own a lot, only one vote for such lot shall be allowed, and the joint owners shall designate and register with the Secretary of the Association the name of the owner entitled to cast such single vote. For purposes of determining voting rights, a member's "good standing" shall mean such member's material and substantial compliance with the terms, conditions, restrictions, limitations, and other requirements set forth in these declarations or as provided in the Association's Bylaws and other rules and regulations. The voting rights of any member who is not in good standing shall be suspended until such member's good standing status is restored.

5. Annual Meeting. An annual meeting of the members shall be held in January of each year. The time and place shall be fixed by the Association's Board of Directors.

6. Quorum. The majority of the votes entitled to be cast on the matter by the members holding such voting rights shall constitute a quorum at any meeting. Once a vote is represented for any



purpose at a meeting, other than for the purposes of objecting to holding the meeting or transacting business at the meeting, it is considered present for purposes of determining whether a quorum exists for the remainder of the meeting. If a quorum exists, action on a matter by the voting members is approved if the votes cast within the voting group favoring the action exceed the votes opposing the action, unless a greater number of affirmative votes are required by law or by this Declaration.

## 7. BOARD OF DIRECTORS

a. General Powers. The affairs of the Association shall be managed by the Board of Directors subject to any instructions of the members or subject to the approval of the full members as may be expressed by a vote of the members. The Board shall consist of not less than three (3) or more than seven (7) members of the Association. The Board shall have as a member a person appointed by American Baptist Assembly, Inc. or its successors and assigns. The Board shall assume management of the Association at the first annual meeting after three-fourths (3/4) of the Subdivision's phase one lots (1-42) have been sold by ABA or within ten (10) years of the date of recording of this Declaration, whichever is earlier. Prior to such time, the ABA shall manage the affairs of the Association.

b. Terms and Offices. The Association's Board of Directors shall be elected by majority vote of the full members at the annual meeting for a term of two years. The Board of Directors shall elect officers consisting of president, secretary and treasurer. The president shall preside at all meetings. The secretary shall keep the minutes of all meetings of the Association and the Board of Directors. The treasurer shall receive, disburse, and deposit all Association funds.

c. Vacancies. Vacancies because of death, resignation, disqualification or otherwise may be filled by appointment of the Board until the next annual meeting. Any full member who is on the Association's Board of Directors and who is not in good standing shall be disqualified from continued service on the Board of Directors, effective as of the date such member is no longer in good standing.

## 8. FEES AND ASSESSMENTS

a. Determination of Annual Assessments. The Association shall establish an annual budget in advance for each calendar year of all Association expenses for such year which may be required for the proper operation and management of the Association and for the ownership (including property tax costs), maintenance, improvement, policing, protection, and/or preservation of the Outlots, any private Subdivision paths or roadways, common areas, amenities, or other real estate interests of the Subdivision in which the Association and its members shall have common rights of usage and enjoyment. The Board of Directors shall be responsible for developing the proposed annual budget for submission to the Association members. The annual budget shall be in a minimum amount equal to 125% of the total of the net real estate property tax bills (excluding special assessments) for Outlots 1 through 4, any private Subdivision paths or roadways, common areas, and other amenities commonly owned for the immediately preceding year plus the total of any noticed (but unpaid) municipal special assessments upon such Outlots, private Subdivision paths or roadways, common areas, and

other amenities. Review, discussion, and approval of such annual budget shall be an agenda item at each annual members' meeting of the Association. Copies of such proposed budget shall be delivered to each member no later than the date of providing the notice of annual meeting to the members.

b. Special Assessments. Other than those described in subparagraph (a) above, special assessments may be made by the Association pursuant to section 779.70, Wis. Stats.

c. Allocation of Assessments. Unless otherwise provided under section 779.70, Wis. Stats., all assessments levied shall be equal in amount against each lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the Association's board of directors.

d. Collection of and Interest upon Unpaid Assessments. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorney's fees. The Association may bring an action against the lot owner for collection of any unpaid assessment.

e. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection (including attorney's fees), constitute a lien on the lots on which they are assessed, if a claim for lien is filed within six (6) months from the date of the levy in conformity with the provisions of section 779.70, Wis. Stats.

f. Enforcement of Lien. Enforcement of such lien by the Association shall be in conformity with the provisions of section 779.70, Wis. Stats.

g. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale or other conveyance of his or her lot, he or she shall be entitled to assign to the buyer or grantee of such lot the benefit of the paid fees and assessments.

#### PART IV. GENERAL PROVISIONS

1. Relation to Public Regulations. Where the provisions in this Declaration impose greater restrictions than any applicable law, statute, ordinance or rule, the provisions of this Declaration shall control and prevail. Where the provisions of any applicable law, statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the law, statute, ordinance or rule shall control and prevail.

2. Severability. If any one of these covenants shall for any reason be declared invalid by judgment or order of a court of competent jurisdiction, such declaration shall not affect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these covenants had been executed with the invalid portion thereof eliminated.

3. Enforcement. These restrictions shall run with the land and be binding upon the ABA and its successors and assigns in title. All future conveyances or transfers of any lots by any means whatsoever shall be made subject to the covenants, restrictions, obligations and conditions set forth in this Declaration of Restrictive Covenants. It is understood that the acceptance of a deed or other instrument of conveyance for any lot by any purchaser or grantee is to be considered as an agreement to observe and abide and be bound by the covenants, restrictions, obligations and conditions of this Declaration for the protection and benefit of all owners of lots in Estates of Lawsonia. The Association or any lot owner may enforce the provisions of this Declaration by proceedings at law or in equity against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, or both. The Town of Brooklyn and Green Lake County may enforce the provisions of Part II and Part III of this Declaration as necessary or appropriate.

4. Collection of Unpaid Taxes/Special Assessments Upon Outlots. In the event that the Association fails to pay any real estate property taxes and/or municipal special assessments upon the Outlots, any private Subdivision paths or roadways, common areas, or other amenities of the Subdivision, either the Town of Brooklyn or Green Lake County shall have the right to assess an equal share of such unpaid taxes/special assessments against each of lots comprising the Estates of Lawsonia Subdivision.

5. Amendment. This Declaration of Restrictive Covenants may be amended, supplemented, waived, or removed by the execution and recordation in the office of the Register of Deeds for Green Lake County, Wisconsin, of an instrument executed by owners of not less than sixty-one percent (61%) of the lots within the Subdivision, provided that so long as the ABA is the owner of any lot or property affected by these covenants, or amendment thereto, no such amendment, supplement, waiver, or removal will be effective without the ABA's prior written consent, in recordable form. Further, so long as the ABA owns ten (10) or more lot(s) in the Subdivision, the ABA shall have the right to amend, supplement, waive, or remove at any time and in any manner, by written declaration recorded in the office of the Register of Deeds for Green Lake County, any covenant or restriction contained in this Declaration of Restrictive Covenant so long as such an amendment, supplement, waiver, or removal would not interfere with the Department of Natural Resources' or the Town of Brooklyn's or Green Lake County's unqualified right to enter upon the Outlots for inspection and, if necessary, maintenance of storm-water management facilities; and so long as such amendment, supplement, waiver, or removal would not interfere with the Green Lake Sanitary District's rights to place, construct, install, use, operate, repair, maintain, inspect, remove, and replace its sewer and lift station facilities serving the Subdivision; and so long as such amendment, supplement, waiver, or removal would not allow or permit any development of Outlot 2 inconsistent with retaining and preserving its open space or green space characteristics.

6. Easements to Third Parties. The American Baptist Assembly, Incorporated ("ABA") and its affiliates and subsidiaries collectively known as GREEN LAKE CONFERENCE CENTER and Lawsonia, Inc. doing business as Golf Courses of Lawsonia ("GCL") and their respective invitees, guests, successors, and assigns shall have easements for ingress and egress and related access on and over any Subdivision roadways, bike paths, and walking paths within the Subdivision.

7. Suitability. The ABA makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any lot in the Subdivision, including without limitation as to surface or sub-surface conditions or other matters.

IN WITNESS WHEREOF, AMERICAN BAPTIST ASSEMBLY, INC. has executed this Declaration to be effective as of the 17th day of January, 2014.

By:   
Benjamin C. K. Mott, President

STATE OF WISCONSIN     )  
COUNTY OF GREEN LAKE)

Personally came before this 17th day of January, 2014, the above-named Benjamin C.K. Mott, to me known to be the person who is authorized to and executed the foregoing instrument and acknowledged the same.

  
KAREN S. PANTEN

Notary Public  
State of Wisconsin  
My Commission expires: 03/16/2014

This instrument drafted by and after recording should be returned to:

Ben C. K. Mott, President  
Green Lake Conference Center  
W2511 State Road 23  
Green Lake, WI 54941-9599

EXHIBIT "A"  
Legal Description  
ESTATES OF LAWSONIA

Part of the Northwest 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Northwest 1/4, part of the Southwest 1/4 of the Northwest 1/4, part of Government Lot 3, and part of Government Lot 4, all in Section 30, Township 16 North, Range 13 East, and part of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 16 North, Range 12 East, Town of Brooklyn, Green Lake County, Wisconsin, containing 3,424,208 square feet (78.6090 acres) more or less, including lands between the meander line and the water's edge of Green Lake, described as follows:

Commencing at the North 1/4 corner of said Section 30; thence along the East line of the Northwest 1/4 of said Section 30, S00°07'32"W, 33.86 feet to the point of beginning; thence continuing along said East line, S0°07'32"W, 318.51 feet; thence S89°36'28"W, 98.71 feet; thence N17°49'53"W, 154.04 feet; thence S89°36'28"W, 123.10 feet; thence 40.29 feet along the arc of a curve to the left with a radius of 267.00 feet and a chord of 40.25 feet which bears S54°42'48"W; thence 245.28 feet along the arc of a curve to the left with a radius of 1530.95 feet and a chord of 245.02 feet which bears S45°48'02"W; thence S41°12'39"W, 245.32 feet; thence 334.79 feet along the arc of a curve to the left with a radius of 7417.03 feet and a chord of 334.76 feet which bears S39°55'04"W; thence 172.49 feet along the arc of a curve to the left with a radius of 609.10 feet and a chord of 171.91 feet which bears S30°30'42"W; thence 92.45 feet along the arc of a curve to the left with a radius of 195.06 feet and a chord of 91.59 feet which bears S8°49'14"W; thence N66°41'15"E, 159.56 feet; thence N72°51'05"E, 133.40 feet; thence N88°44'46"E, 133.43 feet; thence N85°19'06"E, 275.78 feet; thence S60°35'56"E, 190.25 feet; thence S23°13'20"E, 195.40 feet; thence S20°54'20"W, 198.10 feet; thence S63°48'03"W, 193.46 feet; thence N83°34'12"W, 190.67 feet; thence S64°49'34"E, 401.76 feet; thence S89°52'28"E, 97.51 feet; thence S0°07'32"W, 487.40 feet; thence S86°14'36"W, 600.35 feet; thence N41°23'38"W, 83.21 feet, thence 158.85 feet along the arc of a curve to the right with a radius of 600.00 feet and a chord of 158.39 feet which bears S59°16'15"W; thence 173.65 feet along the arc of a curve to the left with a radius of 550.00 feet and a chord of 172.93 feet which bears S57°48'37"W; thence 149.46 feet along the arc of a curve to the left with a radius of 543.63 feet and a chord of 149.00 feet which bears S40°40'01"W; thence S63°16'53"W, 83.72 feet; thence S23°22'47"E, 289.14 feet; thence S1°29'08"E, 188.69 feet to a meander corner that is N27°03'04"W, 29 feet more or less from the water's edge of Green Lake; thence along a meander line S62°20'34"W, 119.40 feet; thence continuing along said meander line, S52°29'56"W, 100.00 feet; thence continuing along said meander line, S48°11'47"W, 128.71 feet; thence continuing along said meander line, S38°40'21"W, 102.66 feet; thence continuing along said meander line, S35°14'22"W, 102.84 feet; thence continuing along said meander line, S29°52'38"W, 102.90 feet; thence continuing along said meander line, S24°29'25"W, 103.00 feet; thence continuing along said meander line, S19°19'10"W, 103.16 feet; thence continuing along said meander line, S13°02'59"W, 103.23 feet to a meander corner that is N81°23'24"W, 30 feet more or less from the water's edge of Green Lake; thence N80°25'23"W, 235.57 feet; thence S15°57'13"W, 65.61 feet; thence 141.19 feet along the arc of a curve to the right with a radius of 233.00 feet and a chord of 139.04 feet which bears S33°18'49"W; thence S50°40'25"W, 127.90 feet; thence

N38°03'54"W, 184.73 feet; thence N37°41'26"E, 205.88 feet; thence N74°33'25"E, 146.09 feet; thence 97.92 feet along the arc of a curve to the right with a radius of 60.00 feet and a chord of 87.41 feet which bears N15°28'12"E; thence 48.26 feet along the arc of a curve to the left with a radius of 75.00 feet and a chord of 47.43 feet which bears N43°47'12"E; thence N25°21'06"E, 141.98 feet; thence 59.21 feet along the arc of a curve to the right with a radius of 1365.41 feet and a chord of 59.21 feet which bears N26°35'38"E; thence N62°09'49"W, 139.39 feet; thence N89°04'06"W, 74.43 feet; thence N54°36'31"W, 130.57 feet; thence N10°03'03"E, 239.51 feet; thence N57°07'20"E, 246.08 feet; thence N42°00'49"E, 115.31 feet; thence N65°30'56"E, 158.81 feet; thence S73°34'33"E, 134.22 feet; thence N16°25'27"E, 19.25 feet; thence 208.32 feet along the arc of a curve to the right with a radius of 233.00 feet and a chord of 201.45 feet which bears N42°02'15"E; thence N67°39'02"E, 100.00 feet; thence 64.76 feet along the arc of a curve to the left with a radius of 167.00 feet and a chord of 64.35 feet which bears N56°32'31"E; thence N45°25'59"E, 135.73 feet; thence 164.50 feet along the arc of a curve to the right with a radius of 533.00 feet and a chord of 163.84 feet which bears N54°16'28"E, thence N63°06'57"E, 119.45 feet; thence 44.80 feet along the arc of a curve to the left with a radius of 367.00 feet and a chord of 44.78 feet which bears N59°37'07"E; thence 350.44 feet along the arc of a curve to the left with a radius of 1046.00 feet and a chord of 348.80 feet which bears N52°05'50"W; thence S28°18'18"W, 170.00 feet; thence N65°19'53"W, 111.12 feet; thence N73°03'25"W, 107.66 feet; thence N10°52'59"E, 170.00 feet; thence 100.67 feet along the arc of a curve to the left with a radius of 1189.09 feet and a chord of 100.64 feet which bears N81°32'31"W; thence S6°01'58"W, 200.00 feet; thence 552.00 feet along the arc of a curve to the left with a radius of 989.09 feet and a chord of 544.86 feet which bears S80°02'41"W; thence S64°03'24"W, 159.22 feet; thence N56°41'08"W, 207.50 feet; thence N16°30'08"E, 59.14 feet; thence N61°01'03"E, 108.90 feet; thence 154.26 feet along the arc of a curve to the right with a radius of 60.00 feet and a chord of 115.15 feet which bears N44°40'22"E; thence 310.76 feet along the arc of a curve to the right with a radius of 1255.09 feet and a chord of 309.96 feet which bears N70°47'03"E; thence N4°25'49"W, 200.00 feet; thence N80°26'42"E, 112.45 feet; thence N85°34'11"E, 112.00 feet; thence S72°31'16"E, 120.72 feet; thence S4°25'49"E, 165.00 feet; thence 166.94 feet along the arc of a curve to the right with a radius of 1255.09 feet and a chord of 166.82 feet which bears S82°55'38"E; thence 62.60 feet along the arc of a curve to the right with a radius of 633.00 feet and a chord of 62.58 feet which bears S76°17'01"E; thence 112.53 feet along the arc of a curve to the right with a radius of 1112.00 feet and a chord of 112.48 feet which bears S70°33'05"E; thence N43°03'46"E, 172.38 feet; thence S73°55'53"E, 112.10 feet; thence S57°18'46"E, 122.25 feet; thence S51°54'36"E, 247.62 feet; thence 156.28 feet along the arc of a curve to the left with a radius of 581.80 feet and a chord of 155.81 feet which bears N20°32'38"E; thence 254.63 feet along the arc of a curve to the left with a radius of 177.92 feet and a chord of 233.45 feet which bears N28°08'58"W; thence N69°08'52"W, 101.32 feet; thence 274.25 feet along the arc of a curve to the right with a radius of 433.00 feet and a chord of 269.69 feet which bears N51°00'10"W; thence N32°51'28"W, 135.26 feet; thence 251.77 feet along the arc of a curve to the right with a radius of 261.06 feet and a chord of 242.12 feet which bears N5°13'46"W; thence 191.18 feet along the arc of a curve to the right with a radius of 675.10 feet and a chord of 190.54 feet which bears N30°30'42"E; thence 337.76 feet along the arc of a curve to the right with a radius of 7483.03 feet and a chord of 337.74 feet which bears N39°55'04"E; thence N41°12'39"E, 273.97 feet; thence 77.40 feet along the arc of a curve to the left with a radius of 30.32 feet and a chord of 58.04 feet which bears N31°54'50"W; thence 524.63 feet along the arc of a curve to the right with a radius of 11935.53 feet and a chord of

524.59 feet which bears  $S76^{\circ}13'14''W$ ; thence 97.40 feet along the arc of a curve to the right with a radius of 2872.32 feet and a chord of 97.40 feet which bears  $S77^{\circ}39'22''W$ ; thence  $S11^{\circ}22'20''E$ , 120.00 feet; thence  $S55^{\circ}55'32''W$ , 159.27 feet; thence  $S82^{\circ}21'57''W$ , 113.89 feet; thence  $S82^{\circ}55'30''W$ , 110.24 feet; thence  $S83^{\circ}25'00''W$ , 112.04 feet; thence  $S84^{\circ}13'16''W$ , 112.04 feet; thence  $S85^{\circ}01'33''W$ , 112.04 feet; thence  $S85^{\circ}49'49''W$ , 70.76 feet; thence  $S38^{\circ}16'54''W$ , 191.07 feet; thence  $S31^{\circ}45'37''W$ , 77.44 feet; thence  $S5^{\circ}16'24''E$ , 467.99 feet; thence  $S29^{\circ}00'42''W$ , 182.90 feet; thence  $S58^{\circ}02'30''W$ , 194.44 feet; thence  $N78^{\circ}18'21''W$ , 211.33 feet; thence  $N33^{\circ}14'39''W$ , 24.61 feet; thence  $N00^{\circ}13'45''W$ , 471.77 feet; thence  $N29^{\circ}14'08''E$ , 22.62 feet; thence  $N5^{\circ}09'13''W$ , 265.73 feet; thence  $N14^{\circ}05'11''W$ , 111.92 feet; thence  $N54^{\circ}46'52''W$ , 138.63 feet; thence  $N23^{\circ}46'12''E$ , 155.94 feet; thence  $N66^{\circ}13'48''W$ , 200.68 feet; thence 106.78 feet along the arc of a curve to the left with a radius of 167.00 feet and a chord of 104.97 feet which bears  $N84^{\circ}32'48''W$ ; thence  $S77^{\circ}08'11''W$ , 100.11 feet; thence 65.66 feet along the arc of a curve to the right with a radius of 233.00 feet and a chord of 65.45 feet which bears  $S85^{\circ}12'36''W$ ; thence  $N86^{\circ}43'00''W$ , 101.48 feet; thence  $S6^{\circ}22'39''W$ , 123.64 feet; thence  $S45^{\circ}03'10''W$ , 329.59 feet; thence  $S70^{\circ}09'07''W$ , 219.26 feet; thence  $N2^{\circ}44'56''W$ , 200.43 feet; thence  $S65^{\circ}57'17''W$ , 52.88 feet; thence 43.27 feet along the arc of a curve to the left with a radius of 167.00 feet and a chord of 43.15 feet which bears  $S58^{\circ}31'52''W$ ; thence  $S51^{\circ}06'28''W$ , 36.60 feet; thence  $N01^{\circ}42'02''W$ , 639.14 feet to a point on the Southerly right of way line of STH 23; thence along said Southerly right of way line,  $N88^{\circ}52'01''E$ , 528.94 feet; thence  $S8^{\circ}24'52''W$ , 244.08 feet; thence 72.70 feet along the arc of a curve to the right with a radius of 533.00 feet and a chord of 72.64 feet which bears  $S77^{\circ}40'41''E$ ; thence  $S73^{\circ}46'14''E$ , 103.41 feet; thence 84.80 feet along the arc of a curve to the left with a radius of 167.00 feet and a chord of 83.89 feet which bears  $S88^{\circ}19'01''E$ ; thence  $N77^{\circ}08'11''E$ , 100.11 feet; thence 148.97 feet along the arc of a curve to the right with a radius of 233.00 feet and a chord of 146.45 feet which bears  $S84^{\circ}32'48''E$ ; thence  $S66^{\circ}13'48''E$ , 200.68 feet; thence  $N23^{\circ}46'12''E$ , 75.26 feet; thence  $N64^{\circ}39'20''E$ , 136.20 feet; thence  $N77^{\circ}21'06''E$ , 204.85 feet; thence  $S84^{\circ}11'44''E$ , 195.68 feet; thence  $S19^{\circ}10'41''W$ , 149.26 feet; thence  $S75^{\circ}02'15''E$ , 79.88 feet; thence 68.91 feet along the arc of a curve to the left with a radius of 284.24 feet and a chord of 68.59 feet which bears  $S84^{\circ}34'25''E$ ; thence 400.67 feet along the arc of a curve to the left with a radius of 7727.50 feet and a chord of 400.63 feet which bears  $N84^{\circ}24'17''E$ ; thence  $N82^{\circ}55'10''E$ , 128.89 feet; thence 305.82 feet along the arc of a curve to the left with a radius of 2806.32 feet and a chord of 305.67 feet which bears  $N79^{\circ}47'51''E$ ; thence 744.70 feet along the arc of a curve to the left with a radius of 11869.53 feet and a chord of 744.58 feet which bears  $N75^{\circ}41'04''E$ ; thence 69.20 feet along the arc of a curve to the left with a radius of 267.00 feet and a chord of 69.01 feet which bears  $N66^{\circ}27'43''E$ ; thence  $N59^{\circ}02'11''E$ , 103.54 feet; thence  $N0^{\circ}26'01''W$ , 48.50 feet to a point on said Southerly right of way line of STH 23; thence along said Southerly right of way line,  $N89^{\circ}36'20''E$ , 179.22 feet; thence continuing along said Southerly right of way line,  $S85^{\circ}37'51''E$ , 11.56 feet to the point of beginning.