

Document Number

**FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE  
COVENANTS FOR LAKESTONE  
ESTATES - PHASE 1**

DOCUMENT #: **1266575**

Recorded: 09-13-2024 at 10:39 AM

BRENT BAILEY

SAUK COUNTY REGISTER OF DEEDS

REGISTRAR'S OFFICE

Sauk Co, WI

RECEIVED FOR RECORD

Fee Amount: \$30.00

: :

This document has been filed electronically

Name and Return Address

TAGGART LAW LLC

P.O. Box 10

Sauk City, WI 53583

This instrument was drafted by:  
ATTORNEY PATRICK J. TAGGART, II  
TAGGART LAW LLC  
1730 Community Drive  
P.O. Box 10  
Sauk City, WI 53583  
608-643-3391  
patrick@sauklaw.com

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR  
LAKESTONE ESTATES - PHASE 1**

This First Amendment to Declaration of Protective Covenants for Lakestone Estates - Phase 1 ("Amendment") is entered into this 12 day of September, 2024, by those owners of Lots (each a "Lot Owner" and collectively, the "Lot Owners") located within Lakestone Estates - Phase 1, Town of Merrimac, Sauk County, Wisconsin all as more fully set forth on Exhibit A (each a "Lot" and collectively, the "Lots"), which is attached hereto and incorporated herein by reference, and shall become effective on the date this Amendment is recorded with the Sauk County, Wisconsin Register of Deeds Office (the "Effective Date").

**WHEREAS**, the Lots are subject to the terms of that certain Declaration of Protective Covenants for Lakestone Estates - Phase 1, recorded on February 16, 2023, as Document No. 1246533 with the Register of Deeds, Sauk County, Wisconsin (the "Declaration")-, and

**WHEREAS**, the Lot Owners desire to amend the Declaration by entering into this Amendment.

**NOW, THEREFORE**, the Lot Owners hereby amend the Declaration as follows:

1. **Recitals.** The recitals are incorporated into this Declaration.
2. **No Licensing of a Dwelling.** No Lot Owner, directly or indirectly, shall obtain or maintain a license to operate a tourist room house or bed and breakfast in any Dwelling.
3. **Restrictions on Advertising a Dwelling for Rental or Lease.** No Lot Owner shall advertise through any form of media or communication, the availability of a Dwelling for rent or lease except for a lease permitted under Section 4 of this Amendment. Advertising on any short-term rental internet site including, but not limited to, VRBO, Airbnb, HomeAway, Expedia, ShortTermHousing.com, and Craig's List is expressly prohibited.
4. **Leasing or Renting of a Dwelling.** Except as provided in this Section 4, no Dwelling may be leased or rented. A Lot Owner may lease a Dwelling to a single Family for a period of not less than six (6) consecutive months in any calendar year. Prior to the beginning of the lease term, the Lot Owner shall provide to the Lakestone Estates Homeowners Association, Inc. ("Association") a copy of the lease together with a list identifying the names of each tenant that will be occupying the Dwelling during the term of the lease. A Lot Owner who sells their Dwelling may enter into a leaseback arrangement with the new owner of the Dwelling; provided, the lease term does not

extend beyond one hundred twenty (120) days from the date fee simple title to the Lot is conveyed to the new owner. No later than five (5) days after the Lot is conveyed, the new owner shall provide the Association with copies of the executed deed and lease.

5. **No Subletting.** No Dwelling leased under a lease permitted in Section 4 of this Amendment may be sublet or rented for any duration of time.

6. **Enforcement.** Any Lot Owner who violates any of the terms of this Amendment shall pay the Association immediately upon written demand the greater of (i) \$1,000.00 or (ii) 150% of the daily rental amount (prorated if necessary) paid by the tenant or renter for each day this Amendment is violated. The Lot Owner shall also pay the Association's actual attorney fees it incurred in enforcing the terms of this Amendment. The Lot Owner consents to the Association placing on their Lot a lien for the amount owed to the Association.

7. **Association.** All references in the Declaration to the Association shall mean the Lakestone Estates Homeowners Association, Inc.

8. **Amendment Runs With the Land.** All of the terms and conditions in this Amendment, including the benefits and burdens, shall run with the Lots and be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

9. **Defined Terms.** All defined terms used in this Amendment that are not defined herein shall have the same meaning as set forth in the Declaration.

10. **Severability.** If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Amendment, such holding shall not impair, invalidate or otherwise affect the remainder of this Amendment, which shall remain in full force and effect.


11. **Miscellaneous.** This Amendment shall become effective and enforceable against the Lot Owners as of the Effective Date. This Amendment shall be governed by and construed under the laws of the State of Wisconsin. Each person signing in any representative capacity below hereby acknowledges that he or she is authorized to do so. As used herein, the singular shall include the plural, the plural as a singular, and the use of any gender shall include all genders.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be executed.

DEVELOPER AND  
OWNER OF LOTS 1-3, 5-6, 8-13, 15-23 and  
25-34.

SAUK CORN COMPANY, LLC

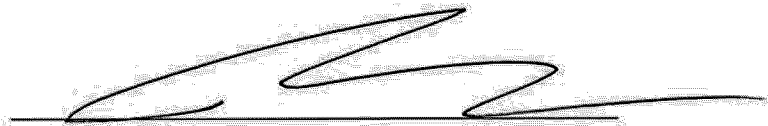
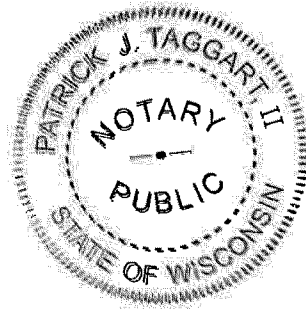
By:



Matthew E. Elsing, Member

STATE OF WISCONSIN            )  
  ) SS.  
COUNTY OF SAUK                )

Personally, came before me this 12 day of September, 2024, the above-named Matthew E. Elsing, to me known to be the person who executed the foregoing instrument and acknowledged the same.



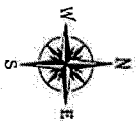
Notary Public, State of Wisconsin  
My commission expires: is permanent

**EXHIBIT A**

**PLAT OF LAKESTONE ESTATES**

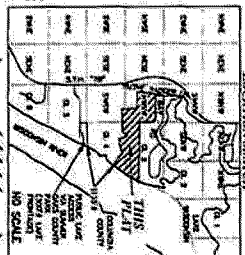
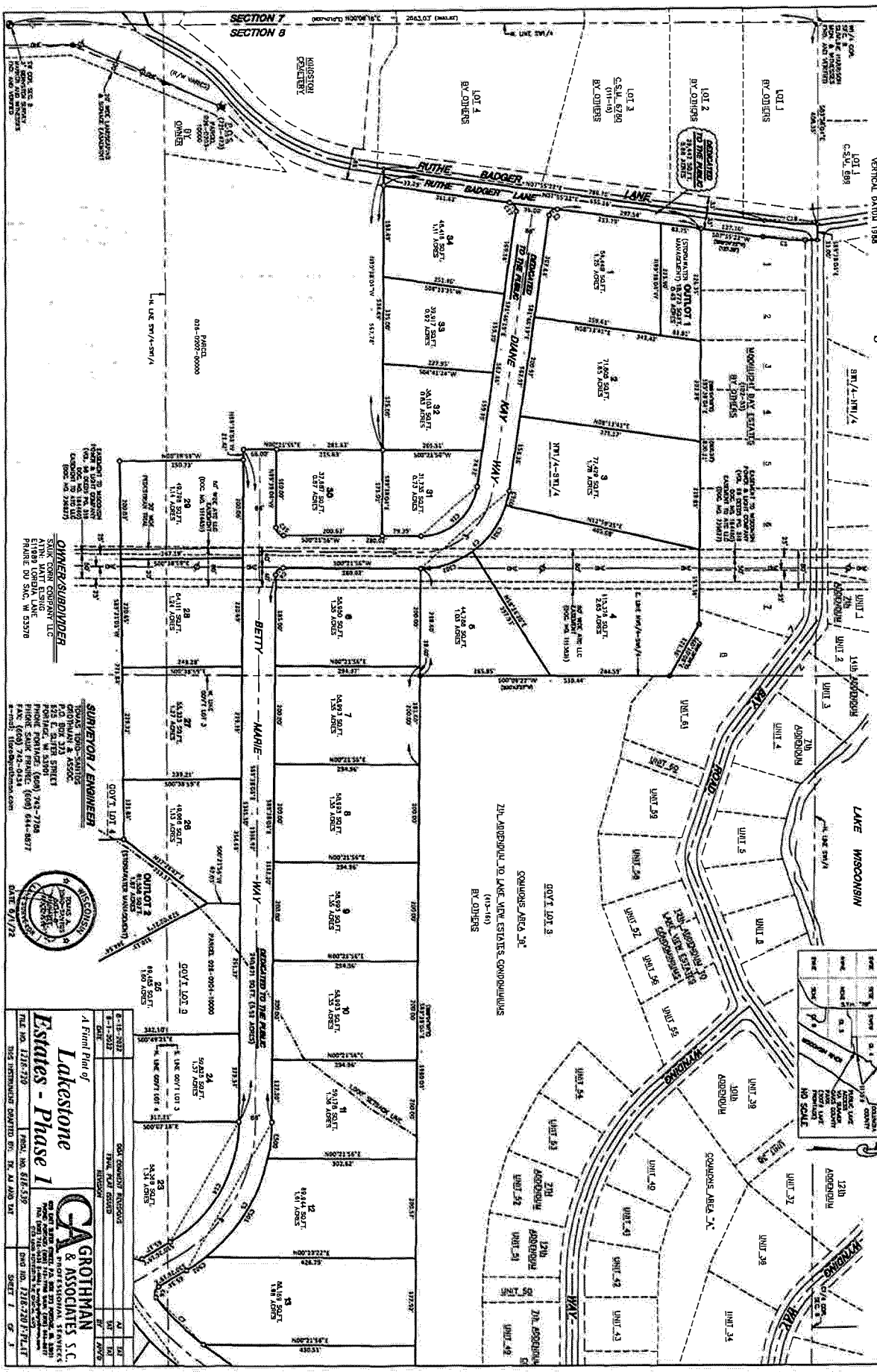
**SCALE:** 1" = 100'

LIST OF DEVIATIONS: IS THE WEST LINE OF THE SW 1/4 SECTION 8, WHICH IS REFERRED TO GRID NORTH SAUK COUNTY COORDINATE SYSTEM (NAD83) IN PLACE OF ELEVATION: 1988 VERTICAL DATUM 1988



# Lakestone Estates - Phase I

BEING PART OF GOVERNMENT LOTS 3 AND 4, THE NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4, SECTION 8, T. 10 N., R. 7 E., TOWN OF MERRILL, SAUK COUNTY, WISCONSIN.  
CONTAINING 2,502.48 ACRES ±



Map prepared by **James M. Pabek**, Surveyor of Merrimac, Wisconsin.  
Professional Engineer License No. 2012, Wisconsin  
Professional Surveyor License No. 2012, Wisconsin  
Date: 8/17/12

A Print Plat of  
**Lakestone Estates - Phase I**

**CA GROTHMAN & ASSOCIATES, S.C.**  
1001 WEST WISCONSIN AVENUE, SUITE 200, MERRILL, WISCONSIN 54451  
PHONE: (715) 835-1234 FAX: (715) 835-1234  
WWW.GROTHMANANDASSOCIATES.COM

DATE	DESCRIPTION	BY	CHK
8-15-2012	GOVT. PROPERTY ENCUMBRANCE		
7-1-2012	FINAL PLAT REVISION		
7-1-2012	REVISION		

THE NO. 1126-230  
3625 WISCONSIN GOV'T LOT 3, T. 10 N. AND LOT 4

**OWNER/SUBDIVIDER**  
ATN: JEFFREY J. GROTHMAN  
FRANCE, DR. INC. W. 52510

**SURVEYOR / ENGINEER**  
JAMES M. PABEK  
PROF. ENG. NO. 2012  
PROF. SURV. NO. 2012  
PHONE: (715) 835-1234  
FAX: (715) 835-1234  
DATE: 8/17/12





