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MAR 27 2007

SHARI MARG
REGISTER OF DEEDS
JACKSON COUNTY, WI

#15 BCCA

This Deed, made between Secluded Land Company, LLC, a Wisconsin limited liability company

and Elizabeth A. Fortune, a single AZ resident

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate in Jackson County, State of Wisconsin:

See attached Addendum A-1 and A-2 for legal description and protective covenants.

Secluded Land Company, LLC
P.O. Box 10
DeSoto, WI 54624

Parent Parcel No.: 002-0298.0000,
002-0298.0005 and 002-0299.0000

TRANSFER
417.00
FEE

This is not homestead property.
 is not

This is non-marital property for James W. Smith.

Grantor hereby transfers all interest in minerals, if any, it may have in the subject property; however, Grantor makes no warranty regarding any interest in minerals for the subject property.

Exceptions to warranties: Municipal and zoning ordinances, any recorded easements, recorded building and use restrictions and covenants, general taxes levied in the year of closing, and any liens or encumbrances created by the Grantee.

Dated this 14th day of March, 2007

Secluded Land Company, LLC, by

(SEAL)

(SEAL)

James W. Smith, Sole Managing Member

(SEAL)

(SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) James W. Smith

State of Wisconsin,

County

authenticated this 20th day of November, 2006

Personally came before me this _____ day of _____, the above named

John P. Ebben

John P. Ebben, Attorney

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not _____ authorized by §706.06, Wis. Stats.)

to me known to be the person _____ who executed the foregoing instrument and acknowledge the same

THIS INSTRUMENT WAS DRAFTED BY

Attorney John P. Ebben

Notary Public, State of Wisconsin
My commission is permanent. (If not, state expiration date)

P.O. Box 92, DeSoto, WI 54624

(Signatures may be authenticated or acknowledged. Both are not necessary.) SDC-636 (co) CBD-16&17 PD

* Names of persons signing in any capacity must be typed or printed below their signature.

**LEGAL DESCRIPTION
CRYSTAL BROOK DELLS
LOT 16**

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Lot 16 of the Plat of Crystal Brook Dells recorded at the Office of the Jackson County Register of Deeds on October 23, 2006 in Volume B of Plats on Page 33 as Document No. 338011. Said Plat being located in the Southeast Quarter of the Southwest Quarter (SE ¼-SW ¼), the Southwest Quarter of the Southwest Quarter (SW ¼-SW ¼), the Northeast Quarter of the Southwest Quarter (NE ¼-SW ¼), the Northwest Quarter of the Southwest Quarter (NW ¼-SW ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼-NW ¼), Also located in part of Jackson County Certified Survey Map #785 and located in all of Lot 3 of Jackson County Certified Survey Map #2916, ALL in the Fractional Section 7, Township 22 North, Range 3 West, Town of Adams; and located in part of the Northeast Quarter of the Southeast Quarter (NE ¼-SE ¼) and part of the Southeast Quarter of the Southeast Quarter (SE ¼-SE ¼), Section 12, Township 22 North, Range 4 West, Town of Alma, All in Jackson County, Wisconsin. Subject to all restrictions, reservations, conditions and easements of record. Subject to all existing road and utility line easements, whether of record or not. Along with and subject to all easements, restrictions, reservations, conditions and notes shown on the above-referenced Plat.

Along with a 1/5th interest in Outlot #1 of the above-referenced Plat. Owners of Outlot 1 are jointly responsible for the maintenance of any driveway constructed over and across said Outlot 1.

Along with and subject to a 33' wide ingress, egress easement traversing said Lot 16 and Lot 17 of the above-referenced plat as shown on said Plat. Said easement to be used for uninterrupted and ungated vehicular and pedestrian ingress, egress, utility and road construction and maintenance purposes.

The above-described property is subject to the following:

PROTECTIVE COVENANTS

1. No "single-wide" manufactured homes, mobile homes or buses shall be placed upon the property herein conveyed. Single-wide manufactured homes and mobile homes include any and all such trailers or structures having had wheels and/or axles attached at any time, whether placed on a foundation or not.
2. The use and/or storage of campers, fifth-wheels, motor coaches, motor homes and other similar recreational vehicles shall be permitted to the extent allowed under State and Local zoning regulations, but is further subject to the following provisions: Unhoused storage of campers, fifth-wheels, motor coaches, motor homes and other similar recreational vehicles is prohibited between December 1 and April 30. All recreation vehicles must remain visually inconspicuous if possible from any waterways and roadways.
3. Unregistered or abandoned vehicles, trash, or junk may not remain on the property.
4. No tar paper siding or tar shingle siding is allowed on any structure placed on the property.
5. All structures erected on the property shall be promptly and expeditiously completed on their exterior, including paint or stain, on any exterior surface above the foundation within six months after construction is commenced.
6. The residential structure(s) erected on the property must have a minimum of 750 square feet of living space.
7. Should any improvements on the property be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in line with the building requirements above set forth.
8. Lots less than 10 acres in size are restricted against commercial timbering, unless the same party owns adjoining lots totaling 10 acres or more. Any commercial harvesting of timber to be consistent with an approved Wisconsin Department of Natural Resources forestry plan.
9. The property is restricted against commercialization.
10. During the time in which Secluded Land Company, LLC is selling lots in this subdivision no advertising signs of any nature, including "For Sale" signs may be placed on the property except by Secluded Land Company, LLC.
11. Any of these protective covenants may be superseded by previously recorded restrictive covenants, and/or by more restrictive government regulations.
12. Any of these protective covenants may be amended, subject to all of the following:
 - a) Such amendment shall be in writing;
 - b) The amendment must be approved in writing by the owners of a two-thirds majority of the lots shown on the Plat of Crystal Brook Dells recorded at the Office of the Jackson County Register of Deeds on October 23, 2006 in Volume B of Plats on Page 33 as Document No. 338011; and
 - c) The amendment shall be recorded.
13. These protective covenants shall run with the land.
14. Each lot owner in the subdivision has standing to sue for enforcement of any of these protective covenants.
15. In the event any portion of any of these protective covenants is judicially deemed invalid then the remaining portion of said protective covenants shall remain in full force and effect.

(C) CBD #16 (J27Z4)ak
20.66 Acres
PC-3H (F1Z3)

Addendum A-1

**LEGAL DESCRIPTION
CRYSTAL BROOK DELLS
LOT 17**

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Lot 17 of the Plat of Crystal Brook Dells recorded at the Office of the Jackson County Register of Deeds on October 23, 2006 in Volume B of Plats on Page 33 as Document No. 338011. Said Plat being located in the Southeast Quarter of the Southwest Quarter (SE ¼-SW ¼), the Southwest Quarter of the Southwest Quarter (SW ¼-SW ¼), the Northeast Quarter of the Southwest Quarter (NE ¼-SW ¼), the Northwest Quarter of the Southwest Quarter (NW ¼-SW ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼-NW ¼), Also located in part of Jackson County Certified Survey Map #785 and located in all of Lot 3 of Jackson County Certified Survey Map #2916, ALL in the Fractional Section 7, Township 22 North, Range 3 West, Town of Adams; and located in part of the Northeast Quarter of the Southeast Quarter (NE ¼-SE ¼) and part of the Southeast Quarter of the Southeast Quarter (SE ¼-SE ¼), Section 12, Township 22 North, Range 4 West, Town of Alma, All in Jackson County, Wisconsin. Subject to all restrictions, reservations, conditions and easements of record. Subject to all existing road and utility line easements, whether of record or not. Along with and subject to all easements, restrictions, reservations, conditions and notes shown on the above-referenced Plat.

Along with a 1/5th interest in Outlot #1 of the above-referenced Plat. Owners of Outlot 1 are jointly responsible for the maintenance of any driveway constructed over and across said Outlot 1.

Along with and subject to a 33' wide ingress, egress easement traversing Lot 16 and said Lot 17 of the above-referenced plat as shown on said Plat. Said easement to be used for uninterrupted and un gated vehicular and pedestrian ingress, egress, utility and road construction and maintenance purposes.

The above-described property is subject to the following:

PROTECTIVE COVENANTS

1. No "single-wide" manufactured homes, mobile homes or buses shall be placed upon the property herein conveyed. Single-wide manufactured homes and mobile homes include any and all such trailers or structures having had wheels and/or axles attached at any time, whether placed on a foundation or not.
2. The use and/or storage of campers, fifth-wheels, motor coaches, motor homes and other similar recreational vehicles shall be permitted to the extent allowed under State and Local zoning regulations, but is further subject to the following provisions: Unhoused storage of campers, fifth-wheels, motor coaches, motor homes and other similar recreational vehicles is prohibited between December 1 and April 30. All recreation vehicles must remain visually inconspicuous if possible from any waterways and roadways.
3. Unregistered or abandoned vehicles, trash, or junk may not remain on the property.
4. No tar paper siding or tar shingle siding is allowed on any structure placed on the property.
5. All structures erected on the property shall be promptly and expeditiously completed on their exterior, including paint or stain, on any exterior surface above the foundation within six months after construction is commenced.
6. The residential structure(s) erected on the property must have a minimum of 750 square feet of living space.
7. Should any improvements on the property be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in line with the building requirements above set forth.
8. Lots less than 10 acres in size are restricted against commercial timbering, unless the same party owns adjoining lots totaling 10 acres or more. Any commercial harvesting of timber to be consistent with an approved Wisconsin Department of Natural Resources forestry plan.
9. The property is restricted against commercialization.
10. During the time in which Secluded Land Company, LLC is selling lots in this subdivision no advertising signs of any nature, including "For Sale" signs may be placed on the property except by Secluded Land Company, LLC.
11. Any of these protective covenants may be superseded by previously recorded restrictive covenants, and/or by more restrictive government regulations.
12. Any of these protective covenants may be amended, subject to all of the following:
 - a) Such amendment shall be in writing;
 - b) The amendment must be approved in writing by the owners of a two-thirds majority of the lots shown on the Plat of Crystal Brook Dells recorded at the Office of the Jackson County Register of Deeds on October 23, 2006 in Volume B of Plats on Page 33 as Document No. 338011; and
 - c) The amendment shall be recorded.
13. These protective covenants shall run with the land.
14. Each lot owner in the subdivision has standing to sue for enforcement of any of these protective covenants.
15. In the event any portion of any of these protective covenants is judicially deemed invalid then the remaining portion of said protective covenants shall remain in full force and effect.

(C) CBD #17 (J27Z4)ak
20.66Acres
PC-3H (F1Z3)

Addendum A-2