

338055 ✓

VOL 490 PAGE 526

RECEIVED FOR RECORD  
AT 10:30A M  
Vol 490 Page 526

OCT 26 2006

SHARI MARG  
REGISTER OF DEEDS  
JACKSON COUNTY, WI

17.00

**Developer's Declaration II of Crystal Brook Dells Protective Covenants**

This Developer's Declaration of Crystal Brook Dells Protective Covenants (the "Declaration") is made this 25<sup>th</sup> day of October, 2006, by SECLUDED LAND COMPANY, LLC (hereinafter referred to as "Declarant"),

**WITNESSETH:**

I. Declarant is the owner of the real property (hereinafter referred to as the "Property") legally described as:

See attached Exhibit A.

II. Declarant wishes certain restrictions to be imposed on development of the Property so that the investment of Purchasers will be protected and to provide continuity and consistency of development and use of the Property.

III. Declarant desires to provide for the preservation of the values and amenities of the Property, and to this end desires to subject the aforesaid Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of the Property as a whole and all owners of any part hereof:

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

002-0298.0000; 002-0298.0005;  
002-0299.0000; 002-0300.0000;  
and 002-0301.0000

Parcel Identification Number

NOW THEREFORE, Declarant does hereby give notice to all Purchasers and their successors of any portion of the Property hereinbefore described and whosoever it may concern that Property is subject to the following covenants, conditions, restrictions and charges which will inure to the benefit of and pass with Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof:

**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.

#### AMENDMENT

Notwithstanding the foregoing Protective Covenant #12, Declarant does hereby reserve the right, in its sole discretion to amend this Declaration for a period of ten years from the date of this Declaration. Any such amendment to this Declaration shall become effective upon the recording in the appropriate public records of Jackson County, Wisconsin, of an instrument executed solely by Declarant, without the need for any Owner's or other person's or entity's consent thereto, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration.