

Document Number

**DECLARATION OF COVENANTS
AND RESTRICTIONS**
Title of Document



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BURNETT COUNTY WISCONSIN

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PAGES: 6

JEANINE CHELL

REGISTER OF DEEDS

REC FEE: 30.00

TRANSFER FEE: 0.00

FEE EXEMPT #

Recording Area

Name and Return Address

Benson Law Office, Ltd.

P.O. Box 370

Siren, WI 54872

Parcel Identification Number (PIN)

Drafted by:
Ryan M. Benson
Benson Law Office, Ltd.
P.O. Box 370
Siren, WI 54872
715/349-5215

**DECLARATION OF
COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions is made this 31st day of ~~September~~ ^{October}, 2016, by Little Trade Lake Properties, LLC through its members, Joseph Francis Totall and Edward Michael Doyle.

WHEREAS, Little Trade Lake Properties, LLC is the owner of the land described herein and wishes to provide for the preservation of the values and amenities of the real estate described herein, and to provide for the care and maintenance of the private road that services said real estate; and

WHEREAS, Little Trade Lake Properties, LLC desires to subject the real property described herein to the conditions, restrictions, covenants and reservations hereinafter set forth for the benefit of said real property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, Little Trade Lake Properties, LLC hereby imposes upon and subjects to all of the real property described herein the following conditions, restrictions, covenants, and reservations hereinafter set forth, which shall inure to the benefit of said real property (and each and every parcel thereof), and which shall apply to the benefit of and be binding upon the present and future owners of said real property.

That the lands subject to this Declaration of Covenants and Restrictions are herein described as follows:

Lots Two (2), Three (3), and Four (4), of Certified Survey Map No. 4574, as recorded in Volume 25, Pages 140-144, as Document No. 433602, Burnett County, Wisconsin Records, and being located in Government Lot Seven (7), Section Twenty-one (21), Township Thirty-seven (37) North, Range Eighteen (18) West, Town of Trade Lake, Burnett County, Wisconsin.

Tax Parcel Nos. 07-034-2-37-18-21-5 05-007-011200
 07-034-2-37-18-21-5 05-007-011300
 07-034-2-37-18-21-5 05-007-011400

Lots Five (5), Six (6), Seven (7), and Eight (8) of Certified Survey Map No. 4575, as recorded in Volume 25, Pages 145-149, as Document No. 433603, Burnett County, Wisconsin Records, and being located in Government Lot Seven (7), Section Twenty-one (21), Township Thirty-seven (37) North, Range Eighteen (18) West, Town of Trade Lake, Burnett County, Wisconsin.

Tax Parcel Nos. 07-034-2-37-18-21-5 05-007-011500
 07-034-2-37-18-21-5 05-007-011600
 07-034-2-37-18-21-5 05-007-011700
 07-034-2-37-18-21-5 05-007-011800

The undersigned hereby gives notice to all purchasers and their successors in interest of any portion of the real estate described above, that the following Covenants and Restrictions are in full force and effect with the recording of this document and shall apply to and bind each successor in interest and any owner of the above-described real estate.

The Covenants and Restrictions on the above-described real property are as follows:

1. The use of the property shall be restricted to residential use only.
2. No mobile homes or doublewide mobile homes shall be permitted on the real estate.
3. Enclosed campers and or recreational vehicles are allowed on the property provided that they may remain on any one lot for no more than a maximum of 90 days in any calendar year. This provision is also subject to any and all Burnett County Land Use Ordinances that may restrict the placement of a camper or recreational vehicle on a lot.
4. All land use and construction shall be consistent with applicable state, county, and local regulations, ordinances, and laws. In particular, each owner of any lot shall comply with the Burnett County Land Use Ordinances in effect at that time.
5. All permitted improvements that may be constructed on a lot shall be completed within 365 days from the start of construction.
6. No unregistered or nonfunctioning automobiles, boats, pontoons, recreational vehicles, and/or all-terrain vehicles shall be permitted to be stored on any lot unless they are enclosed within a garage or outbuilding built in conformity with these Covenants and Restrictions.
7. All residences constructed on the lots described herein shall have exterior materials that are durable, high-quality materials, and a finish that is appropriate to the environment, with a preference of natural materials such as stone, brick, wood, and logs. In addition thereto, the exteriors on any building constructed on any lot located herein shall be finished in colors that are in harmony with the colors of the natural surroundings.
8. Any garage that is constructed and is attached to a residence shall not exceed 650 square feet in size and shall not be larger than a three car garage.
9. No excessively brilliant yard lights (a maximum of four 1,000 lumen downlights) or lights on poles higher than thirty feet above the ground shall be allowed. Nor may any exterior light be installed that creates a nuisance.
10. All utility lines shall be buried.
11. No chain link or other metal fence may be erected, except that a black or green colored chain link fence is allowed. No barbed wire fence is allowed any anytime. This paragraph does not preclude the installation/use of a buried electric fencing system.

12. Any and all landscaping that may be introduced by the owners of the lots herein shall be classified as "native" or "adaptive" to Wisconsin by the USDA, the Lady Bird Johnson Wildflower Center, or another credible source as agreed to by a majority of the property owners.
13. The application of any fertilizer and/or herbicide is generally discouraged, however, if it is applied, the lot owners are restricted to utilizing only organic fertilizer and herbicide treatments such as corn gluten. Petrochemical-based or inorganic fertilizer treatments are prohibited.
14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitable screened from the roadway and adjacent owners. No noxious odors shall be permitted to escape from any building site and no activity which is, or may become a nuisance or which may create unusually loud sounds shall be suffered or permitted on any building site.

All provisions of these Covenants and Restrictions shall be reasonably construed as to effectuate their intent and purpose. The invalidation of any of these Covenants and Restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Any service of any notice to a lot owner hereunder may be provided by mail, electronic mail, or personal delivery.

If any lot owner and/or their guests or invitees shall violate or attempt to violate any of the Covenants and Restrictions contained herein, it shall be lawful any other person or persons owning any real estate herein to prosecute any proceedings at law, or any such Covenants to prevent them from so doing, or to recover damages for such violation, including their attorneys' fees and costs in enforcing these Covenants and Restrictions. A judgment for such damages, costs, and attorneys' fees shall be a charge on that particular parcel owned by the lot owner violating or attempting to violate these Covenants and Restrictions and which charge or lien shall be subordinate to any existing lien. A lien may be placed on the offending parties' property for a violation of these Covenants and Restrictions in accordance with Wisconsin law. However, a mortgage, lien, charge, sale, or transfer subsequent to the date hereof shall be subordinate to that judgment and any mortgage, charge, lien, sale, or transfer of any such parcel occurring after the date hereof shall be subordinate to such charge or lien for such damages, costs, and reasonable attorney's fees.

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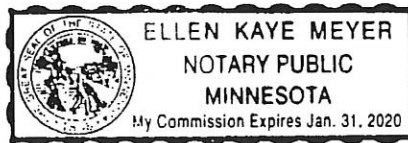
This Declaration of Covenants and Restrictions may be amended at any time by the majority vote of all owners entitled to vote. Any said amendment shall be documented and recorded with the Burnett County Register of Deeds and be signed by a majority of the lot owners of the property subject to these Covenants and Restrictions.

Dated this 3rd day of ~~September~~ ^{October}, 2016.

Little Trade Lake Properties, LLC by:

Joseph Francis Total
Joseph Francis Total, Member

STATE OF Minnesota
COUNTY OF Dakota)SS.



Personally came before me this 3rd day of October, 2016, the above-named Joseph Francis Total, Member of Little Trade Lake Properties, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public: Ellen K Meyer
Print or Type Name of Notary Public: Ellen K. Meyer
State of Minnesota, County of Dakota
Date commission expires: January 31, 2020

(SEAL)

