

COVENANTS AND RESTRICTIONS FOR EAGLE DEER RESERVE
TOWN OF SAND LAKE, BURNETT COUNTY, WISCONSIN

More specifically described as follows:

See attached Legal Description

The undersigned make the following declaration of covenants and restrictions for the real estate described above on the date last signed below. The undersigned are the owners of the real estate described above. This declaration is made to provide for the protection of the values, amenities and qualities in the plat and to this end to subject the properties to the covenants, restrictions, easements, charges and liens set forth in this declaration each and everyone of which pertains to said properties and is for the benefit of each future owner thereof.

1. All applicable State, County and Local codes and ordinances.
2. No lots or common property shall be created or subdivided by lot owners or Eagle Deer Membership Association. Only one Residence (Single Family) will be allowed per lot for recreational and residential purposes only.
No lot may be used for other than single-family purposes. No membership rights created herein may be conveyed to any person to create membership rights in parties other than those purchasing a lot(s) in the real estate described above for single family purposes.
3. No dwelling house shall be erected or maintained on any lot having a ground floor area of less than 1000 square feet, including full Basements. Porches, sundecks, attached garages, breezeways, carports, crawlspaces and the like shall be excluded from the calculation of floor space. All building exteriors shall be stained or painted in a natural color compatible with the landscape or as an alternative, may be colored white, grey and or red. Structures in place prior to the date of signing this declaration are exempt.
4. Only one outbuilding may be erected and maintained on each lot in addition to the dwelling house, garages attached to the dwelling house shall not be considered an outbuilding. Outbuildings shall not exceed in size 120% of the square footage of the residential dwelling. Lots of 5 acres or more exempt from this article #4.
5. All structures shall be completely finished on the exterior within (12) months after commencement of the excavation or construction thereof.
6. No signs shall be permitted on any lot except for one sign giving the owners name and having a size of 36 inches wide by a maximum of 36 inches high. The sign shall be constructed of natural materials and finished in natural colors.
7. No Mobile Homes shall be permitted in the above described Real Estate.

8. The parking, storage or use of major recreational equipment (e.g. recreational vehicle or camping trailer) is not prohibited except that no major recreational equipment shall be stored on any lot except in a garage or carport or behind the nearest portion of a building to the street. It is further permitted that major recreational equipment may be used and stored on the lot prior to construction of a dwelling unit for a continuous period not to exceed 9 months per calendar year. Said useage shall comply with all applicable codes and ordinances.

9. Access Drives shall be installed in a manner designed to cause a minimal interference with normal drainage. One drive to lot on R/W shall be constructed, prior to sale of lot by Eagle Deer Reserve, Limited.

10. No part of any lot shall be used for dumping of garbage, trash, unlicensed vehicles or refuse of any kind, except that debris may be temporarily present in connection with construction work. No trash receptacles, etc. shall be placed on common roadways except those containers designated by the Association.

11. All animals shall be under control of the owner at all times.

12. All Road Maintenance grading, graveling and snowplowing shall be the responsibility of the lot owners and shall be governed and paid by the Eagle Deer Reserve Membership Association through assessment as described.

The maximum assessment per unit for road maintenance would be \$50.00 per year unless said sum is increased by a vote of no less than 60% of the lot owners. Road maintenance shall not include snow removal. Snow removal shall be handled as follows. Those lot owners desiring snow removal shall inform the Board of Directors in writing no later than October 1 of each year of their desire for snow removal services. The Board of Directors shall determine a per unit expense for snow removal based on the number of lot owners requesting said service. Those lot owners who have not requested snow removal shall not be entitled to use of the private roadways for ingress and egress during the snow removal season for the period following their failure to apply for snow removal services. The Board of Directors shall establish an assessment based on the following formula. Improved lots shall pay 100% of the assessment. Unimproved lots shall pay 25% of the normal assessment. There shall be a \$200 surcharge on each lot constructing an improvement. This surcharge is designed to provide for the extraordinary road maintenance expenses incurred by the transportation of construction equipment over and across the private roadway system.

13. The Lots as described in the Covenants include common land with 1500' of shore line with the west 400' for Marina, Boat Dockage, and the remainder beach and park area.

a) Boat Dockage: It is intended that all boat docks be maintained at the west end and that no more than two common dock accesses extend from the shore line. Docks shall all be constructed of common design and materials. Eagle Deer Reserve, Ltd. will provide an initial section of dock 8' wide x 80' long. Each property owner shall be responsible to furnish a minimum of 6 lineal feet of 4' wide dock and 10 lineal feet of 3' wide dock for every boat that is moored at the dockage. The docks shall become common property and be maintained by the Membership Association including seasonal installation and removal. Boat lifts and like equipment are not included as part of the common property and shall be the responsibility of the individual property owner. (see attached drawing and details)

b) Beach and Park Area: This area is intended as common use and shall be utilized as such. No property owner(s) shall designate an area as being for their use only.

Owners, therefore, declare that there shall be created under the laws of the State of Wisconsin, a nonprofit membership association called Eagle Deer Reserve Membership Association and delegated and assigned to it are the powers of maintaining, managing, improving, regulating, preserving, repairing, and replacing the appurtenances, structures, grounds and common roadways on the described common roads and land. The Membership Association shall be responsible for enforcing the other covenants and restrictions set forth above.

Membership in said association is limited to the owners of lots described above. There shall be one membership for each lot and one vote in said association for each lot.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

MEMBERSHIP: Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessments.

VOTING: The Association shall have three classes of voting membership.

Class A. Class A members shall be owners of lots within the development with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The unit vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be owners of lots utilizing the 66 foot wide access road, which lots are not a part of the Development as here in described:

The following certified survey maps, all as recorded in the office of The Burnett County Register of Deeds:

- A. Vol 7, pages 33-34 lot 1
- B. Vol 7, pages 167-168 lots 5,6,7
- C. Vol 7, pages 169-170 lots 1,3
- D. Vol 8, pages 68-69 lot 2
- E. Vol 9, pages 279-280 lots 1,2
- F. Vol 10, pages 201-202 lots 1,2
- G. Vol 10 pages 321-322 lots 21,22
- H. Vol 10, pages 323-324 lots 41,42
- I. Vol 11, pages 231-232 lots 1,2,3,4

Class B members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The unit vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. This membership is restricted solely to the use of the private 66' wide access road.

Class C. Class C members shall be the Developer and shall be entitled to three votes for each lot owned. The Class C membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: when the total votes outstanding in the Class A and B membership is equal to the total votes outstanding in the class C membership, or on July 1, 1992.

There shall be an annual meeting each year on the third Saturday of June commencing at 1:00 o'clock p.m. Said Meeting shall be held on the real estate described or at such place as is designated by the Board of Directors. The first

meeting shall be held on the third Saturday of June, 1988. At the annual meeting a Board of Directors comprised of three members shall be elected.

The Board of Directors shall have the power to manage the common roads, land, structures and improvements and to provide for its repairs, maintenance and replacement and to enforce any or all of the covenants and restrictions contained herein. They shall also be empowered to provide proper insurance coverage for common properties and roads.

The Board of Directors shall have the power to enact By-laws for the governance of the Association.

The Board of Directors shall also be empowered to determine the assessment necessary for the payment of the real estate taxes on the roadways and common properties and all other costs of the Association and to make an assessment against each lot to raise the funds necessary to pay said taxes and costs.

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION:

THE COMMON AREA: The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, including sewer and water lines, if any.

SERVICES: The association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for property operation whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish trash collection, street and driveway, snow removal, lawn care and other common services to Owners.

PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the beneficial use and enjoyment of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise.

All roadways described above and any future roadways created due to relocation or the creation of additional lots in the expansion area described above, shall be and remain private roadways and restricted to private single-family use for ingress and egress for owners and their guests.

The Board shall have the power to determine the expenses in regard to the enforcement of these covenants and restrictions and in connection with the repair, maintenance and replacement and the actual expenses of the Board of Directors in arranging and for advising the membership of the assessment for said work. Each time work is done on the project, the Board shall levy an assessment against each lot to cover the cost of said expenditure. Each lot shall share equally in the cost of said repairs, maintenance, replacement or enforcement. Provided, however, the Board shall have the option with the consent of the membership to prepare an annual budget for the approval at the annual meeting and to make an annual assessment against each lot to raise the funds necessary to meet the expenses of the annual budget.

If the membership does approve the concept of annual assessments, no assessments shall be made without approval of the amount at the annual meeting.

These conditions, restrictions, reservations, and covenants shall run with the land and shall be inforceable in equity by any of the owners of said lots and shall be open to amendment on the annual meeting date, 1996. Amendments of these covenants may be made by a majority vote of the then lot owners agreeing to amend the said covenants in whole or in part.

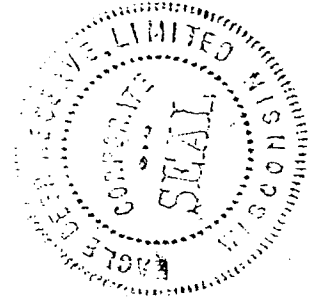
Dated this 3rd day of May 1988.

Eagle Deer Reserve, Limited

BY:

Gary A. Pavlicek (SEAL)
Gary A. Pavlicek, President

Karen J. Pavlicek (SEAL)
Karen J. Pavlicek, Secretary



) ss.

COUNTY OF BURNETT

Personally came before me this 3rd day of May, 1988 the above named Eagle Deer Reserve, Limited, by: Gary A. Pavlicek, President, and Karen J. Pavlicek, Secretary, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Garrett W. Bunker, Notary Public
Burnett County, Wisconsin
My commission expires: is permanent

BURNETT COUNTY
WISCONSIN
RECEIVED AND RECORDED
MAY 4 1988
AT 9:45 O'CLOCK AM
VOL 431 PAGE 584
Elaine K. Olson
REGISTER OF DEEDS

Legal Description:

The following Certified Survey Maps, all as recorded in the office of the Burnett County Register of Deeds:

- A. Volume 10, pages 303 - 305, Lots 1, 2, 3, 4
- B. Volume 10, pages 306 - 308, Lots 1, 2, 3, 4
- C. Volume 11, pages 89 - 91, Lots 1, 2, 3, 4
- D. Volume 11, pages 83 - 84, Lots 20, 21
- E. Volume 11, pages 195 - 196, Lots 3, 4, 5
- F. Volume 11, pages 197 - 198, Lots 1, 2
- G. Volume 11, pages 199 - 200, Lots 5, 6
- H. Volume 11, pages 201 - 203, Lots 5, 6, 7, 8
- I. Volume 11, pages 204 - 205, Lots 7, 8, 9
- J. Volume 11, pages 206 - 208, Lots 9, 10, 11, 12
- K. Volume 11, pages 209 - 211, Lots 5, 6, 7, 8

All said Maps being located in Section Twenty-eight (28) of Township 39 North, Range Fifteen (15) West, Burnett County, Wisconsin.

The following described roads:

(1) A 66 foot wide strip of land for road purposes, located in Government Lot 1, Government Lot 2, Government Lot 3, the Northwest Quarter of the Southeast Quarter, the Southeast Quarter of the Northeast Quarter, and the Southwest Quarter of the Northeast Quarter, Section 28, Township 39 North, Range 15 West of the Fourth Principal Meridian, Town of Sand Lake, County of Burnett, State of Wisconsin, the centerline of which is more specifically described as follows:

Commencing at a 1 inch iron pipe on the north line of Burnett County Certified Survey Map, Volume 9, Page 279-281 on the Easterly Right of Way of Sand Lake Road; thence N14°31'17"W, 34.35 feet to the Point of Beginning;
 thence S88°24'20"E, 2156.02 feet;
 thence 478.84 feet along the arc of a curve that is concave to the Northwest, with a radius of 412.00 feet, a central angle of 66°35'28", and a chord bearing N58°17'44"E for 452.34 feet;
 thence 254.14 feet along the arc of a curve that is concave to the West, with a radius of 255.64 feet, a central angle of 56°57'40", and a chord bearing N03°28'50"W for 243.81 feet;
 thence N31°57'40"W, 312.01 feet to Intersection Point "A";
 thence N31°57'40"W, 123.37 feet;
 thence 215.16 feet along the arc of a curve that is concave to the East, with a radius of 419.48 feet, a central angle of 29°23'16", and a chord bearing N17°16'02"W for 212.80 feet;
 thence N02°34'24"W, 198.03 feet;
 thence 176.82 feet along the arc of a curve that is concave to the West, with a radius of 384.57 feet, a central angle of 26°20'36", and a chord bearing N15°44'42"W for 175.26 feet;
 thence N28°55'00"W, 363.96 feet;
 thence 147.47 feet along the arc of a curve that is concave to the Southwest, with a radius of 153.32 feet, a central angle of 55°06'32", and a chord bearing N56°28'16"W for 141.85 feet;
 thence N84°01'32"W, 614.86 feet to Intersection Point "B";

thence N84°01'32"W, 217.57 feet;
thence 113.90 feet along the arc of a curve that is concave to the Northeast, with a radius of 231.38 feet, a central angle of 28°12'20", and a chord bearing N69°55'22"W for 112.76 feet;
thence 71.59 feet along the arc of a curve that is concave to the Southwest, with a radius of 243.70 feet, a central angle of 16°49'54", and a chord bearing N64°14'10"W for 71.33 feet to Intersection Point "C";
thence 84.92 feet along the arc of a curve that is concave to the Southwest, with a radius of 234.70 feet, a central angle of 19°58'00", and a chord bearing N82°38'07"W for 84.50 feet to a point located S02°37'07"E, 33.00 feet from a 1 inch iron pipe monument;
thence S87°22'53"W to the North-South Quarterline of Section 28 and Point of Termination.

(2) ALSO a 66 foot wide strip of land for road purposes, located in Government Lot 1, the Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Northeast Quarter, Section 28, as described above, the centerline of which is more specifically described as follows:

Commencing at Intersection Point "A", described above; thence S88°27'42"W, 184.62 feet;
thence 193.84 feet along the arc of a curve that is concave to the North, with a radius of 529.20 feet, a central angle of 20°59'12", and a chord bearing N81°02'42"W for 192.76 feet;
thence 108.80 feet along the arc of a curve that is concave to the South, with a radius of 301.21 feet, a central angle of 20°41'46", and a chord bearing N80°53'59"W for 108.21 feet;
thence S88°45'08"W, 135.39 feet;
thence 190.83 feet along the arc of a curve that is concave to the Northeast, with a radius of 153.31 feet, a central angle of 71°19'12", and a chord bearing N55°35'16"W for 178.75 feet;
thence N19°55'40"W, 496.35
thence 176.61 feet along the arc of a curve that is concave to the Southwest, with a radius of 372.21 feet, a central angle of 27°11'10", and a chord bearing N33°31'15"W for 174.96 feet;
thence N47°06'50"W, 42.80 feet;
thence 130.52 feet along the arc of a curve that is concave to the Northeast, with a radius of 145.76 feet, a central angle of 51°18'14", and a chord bearing N21°27'43"W for 126.20 feet;
thence N04°11'24"E, 236.66 feet to Intersection Point "B", described above, and the Point of Termination;

(3) ALSO a parcel of land for road purposes, located in Government Lot 1, Section 28, as described above, more specifically described as follows:
Commencing at Intersection Point "A", described above; thence N31°57'40"W, 123.37 feet; thence S58°02'20"W, 33.00 feet to a 1 inch iron pipe monument and the Point of Beginning;
thence S31°57'40"E, 65.72 feet;
thence S88°27'42"W, 65.72 feet to a 1 inch iron pipe monument;
thence 79.07 feet along the arc of a curve that is concave to the Northwest, with a radius of 37.62 feet, a central angle of 120°25'19", and a chord bearing N28°15'00"E for 65.30 feet to the Point of Beginning;

(4) ALSO a 66 foot wide strip of land for road purposes, located the in Southwest Quarter of the Northeast Quarter, Section 28, as described above,

the centerline of which is more specifically described as follows:
Commencing at Intersection Point "C", described above; thence $N03^{\circ}45'47''E$, 421.83 feet to the Point of Termination, and including a turn-around circle with a 62.50 foot radius centered on this Point of Termination.

A portion of the right-of-way of this road description has been staked as indicated on Burnett County Certified Survey Maps listed above.

The following described Commons Area:

A parcel of land located in Government Lot 1, Section 28, and Government Lot 3, Section 27, Township 39 North, Range 15 West of the Fourth Principal Meridian, Town of Sand Lake, County of Burnett, State of Wisconsin, more specifically described as follows:

Commencing at a 1 inch iron pipe at the Southwest Corner of Lot 1, Burnett County Certified Survey Map, Volume 10, Pages 306-308;
thence $N89^{\circ}15'10''E$, 244.42 feet to a 1 inch iron pipe monument;
thence 168.13 feet along the arc of a curve that is concave to the North, with a radius of 237.02 feet, a central angle of $40^{\circ}38'35''$, and a chord bearing $N68^{\circ}55'53''E$ for 164.63 feet;
thence $N18^{\circ}16'46''W$, 243.24 feet to the Northeast Corner of said Lot 1;
thence $N62^{\circ}59'46''E$, 973.73 feet;
thence $S64^{\circ}34'35''E$, 664.63 feet;
thence Due South, 91.20 feet to a 1 inch iron pipe monument;
thence continuing Due South, 158.80 feet to a 2 inch iron pipe monument;
thence along Meander Lines of Big Sand Lake, $S87^{\circ}45'04''W$, 1011.04 feet;
thence $S56^{\circ}30'10''W$, 399.80 feet to a 2 inch iron pipe monument;
thence $S33^{\circ}44'04''W$, 146.46 feet to a 1 inch iron pipe monument at the Northeast Corner of Lot 11, Burnett County Certified Survey Map, Volume 7, pages 171-172;
thence leaving the Meander Line, $N12^{\circ}56'18''W$, 123.51 feet to a 1 inch iron pipe monument;
thence $S89^{\circ}15'10''W$, 221.66 feet to a 2 inch iron pipe monument;
thence 88.70 feet along the arc of a curve that is concave to the Southeast, with a radius of 41.93 feet, a central angle of $121^{\circ}12'50''$, and a chord bearing $S28^{\circ}38'45''W$ for 73.06 feet to a 1 inch iron pipe monument;
thence $N31^{\circ}57'40''W$, 151.60 feet to the Point of Beginning.

Intending that all lands between the Meander Line and the water's edge of Big Sand Lake shall be part of this parcel.

This parcel contains 16 acres, more or less.

The Declarant, Eagle Deer Reserve, Ltd., reserves an easement over and across all of the roadways described above. Said easement is reserved on to the declarant, its successor and assigns. In addition, declarant reserves an easement over and across the commons area described as follows:

A 33 foot wide strip of land located in Government Lot 1, Section 28, and Government Lot 3, Section 27, Township 39 North, Range 15 West of the Fourth Principal Meridian, Town of Sand Lake, County of Burnett, State of Wisconsin, the centerline of which is more specifically described as follows:

Commencing at a 1 inch iron pipe at the Southwest Corner of Lot 1, Burnett County Certified Survey Map, Volume 10, Pages 306-308; thence S31°57'40"E, 38.59 feet to the Point of Beginning;
thence N89°15'10"E, 224.42 feet;
thence 191.54 feet along the arc of a curve that is concave to the North, with a radius of 270.02 feet, a central angle of 40°38'35", and a chord bearing N68°55'53"E for 187.55 feet;
thence N48°36'36"E, 124.39 feet;
thence N65°22'42"E, 332.39 feet;
thence N42°20'28"E, 95.18 feet;
thence S86°24'26"E, 42.18 feet;
thence N39°24'14"E, 277.78 feet;
thence N86°33'07"E, 73.20 feet;
thence S31°01'13"E, 254.56 feet;
thence N76°49'33"E, 203.80 feet;
thence N89°54'54"E, 289.01 feet to the Point of Termination, which is located 14.89 feet Due North of a 1 inch iron pipe monument on the East Line of the Eagle Deer Reserve Commons Area.

All lots utilizing the private 66 foot wide access road described above are subject to the road maintenance obligations set forth in this instrument.

Eagle Deer Reserve shall contain a maximum of 51 lots. Those lots shall include the lots set out above together with additional lots located in the following described potential expansion area:

- a. The North Half of the Northeast Quarter and the North Half of the Northwest Quarter, all in Section 27, Township 39 North, Range 15 West.
- b. The North Half of the Northeast Quarter and the East Half of the East Half of the Northwest Quarter, all in Section 28, Township 39 North, Range 15 West.
- c. the West Half of the Southwest Quarter of the Northeast Quarter, Section 28, Township 39 North, Range 15 West.