

Protective Covenants

1. No mobile homes or buses shall be placed upon the subject property. "Mobile homes" includes any and all trailers or structures previously licensed or titled for road use; and trailers or structures to which wheels and/or axles could be attached at any time, including all trailers and structures commonly known as "mobile homes," whether placed on a foundation or not.
2. Unhoused campers are not permitted unless attended within a 48 hour period. Occupancy of campers is limited to not more than 15 consecutive days and not more than a total of 75 days in any calendar year.
3. No unregistered or abandoned vehicles, trash, or junk to remain on Subject property.
4. No construction of any dwelling or accessory building shall commence on any portion of the Subject Property before the architectural plans are provided to the Chairperson of the Maggie Lakes Owners' Association and the Chairperson has delivered written approval of all such plans to the lot owner. The exterior of all structures shall be made out of stone, concrete, wood, brick, stucco, aluminum, vinyl or molded fiberglass. All exterior surfaces shall be of earth tones which are harmonious with the surrounding environment.
5. All structures shall be promptly and expeditiously completed on their exterior, including paint and stain, on any exterior surface above the foundation within six (6) months after construction is commenced.
6. Any structure used for human habitation must have a minimum 1500 square feet of living space exclusive of porches, garages and unfinished spaces (i.e., attics, basements, etc.). Finished lower levels such as walk-out basements are considered living space. Provided that this lower level is "at grade" for one full side of the structure.
7. Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat appearance in line with the building requirements set forth.
8. The Subject Property is restricted against commercial timbering and commercialization. Thinning of over mature trees with the prior approval of the Maggie Lakes Owner's Association is permitted.
9. Advertising signs of any nature are prohibited.
10. All terrain vehicles (ATV's), dirt bikes and snowmobiles are prohibited for use upon the common areas and roads except for the purpose of leaving or returning to the Subject Property. Specific trails or routes may be designated by the Owner's Association for the use as ingress and egress for these types of vehicles.
11. Docks shall extend no more than twenty-five (25) feet into the lake from the normal high water mark and are limited to dockage of one boat per waterfront parcel.

12. Motorboats are restricted to “No Wake” speeds, and personal watercraft (commonly referred to as “jet skis”) are prohibited on any lake within the Subject Property. Boat motors shall be limited to under 30 horsepower unless an owner owns a boat with a larger motor which is used on another waterway, in which case such owner will be allowed a Special Exemption to use such a larger boat motor on a lake within the Subject Property so long as they do not violate the slow no wake speed limit, then the forgoing Special Exemption shall be permanently revoked, and such boat motor shall not be permitted to be used again on a lake within the subject property.

13. Fishing on the lakes located within the Subject Property is subject to the rules and regulations of the Maggie Lakes Owner’s Association. Only owners of lots which front on a particular lake located on or adjacent to the Subject Property may participate in deciding issues affecting that particular lake.

14. Any owner of any interest in any lot (except a security interest) shall have standing to bring proceedings at law or in equity against any person(s) violating or attempting to violate these protective covenants, and shall be entitled to request injunctive or monetary relief, or both.

15. The restrictions herein contained may be amended, subject to the following: a) Such amendments shall be in writing. b) It shall be signed by the owners of two-thirds majority of the lots in the Subject Property. c) The amendment shall be recorded. d) Protective covenant #20(a) may not be amended without the written consent of the owners of two-thirds of the parcels fronting West Maggie Lake. e) Protective covenant #20(b) may not be amended without the written consent of the owners of two-thirds of the parcels fronting on Big Maggie Lake. f) Protective covenant #20(c) may not be amended without the written consent of the owners of two-thirds of the parcels fronting on Little Maggie Lake.

16. Cutting of trees within 100 feet of the ordinary high water mark of any lake is restricted to the following: a) Within a view corridor, having a maximum width of thirty (30) feet, trees and woody plants may be cut to open a view of the lake from a home; b) Outside the view corridor area no trees in excess of 8” diameter at the base may be cut. Trimming of branches is allowed. Cutting of brush, shrubs and woody plants outside of the view corridor should be limited to a practice that allows for any buildings on the Subject Property to remain visually inconspicuous from the lake in a leaf-on condition. The tree and shrubbery cutting regulations required by this paragraph shall not apply to the removal of dead, diseased or dying trees or shrubbery.

17. No fertilizer containing phosphorus may be applied to the Subject Property within 100 feet of the ordinary high water mark of any navigable waters.

18. Any building(s) existing as of August 1, 1999, located within 1000 feet of West Maggie Lake are exempt from these restrictions.

19. No re-division of any parcel created by Secluded Land Company, LLC, is permitted for ten (10) years from the date of purchase from Secluded Land Company, LLC, except, however, this restriction shall not apply to any parcels sold by Secluded Land Company, LLC, which are over forty acres in area.

20(a). West Maggie Lake is reserved for the exclusive use of the owner(s) of lot(s) fronting on West Maggie Lake and their guests.

20(b). Big Maggie Lake is reserved for the exclusive use of the owner(s) of lot(s) within the Subject Property.

20(c). Little Maggie Lake is reserved for the exclusive use of the owner(s) of lot(s) fronting on Little Maggie Lake and their guests.

20(d). The boat launch at Big Maggie Lake shall be restricted to accommodate only one vehicle and trailer with no additional parking area provided.

20(e). Any amendments to rules or use rights on a given lake within the Subject Property shall be voted on only by owners of property fronting on the lake in question.

21. The boundaries of the Subject Property are defined by the legal descriptions contained in the Special Warranty Deed from John S. Sammond Revocable Trust of 1999 to Secluded Land Company, LLC, recorded in the Office of the Iron County Register of Deeds in Liber XXX of Deeds at Page XX. Additional adjacent lands, which shall also be subject to these protective covenants may be added to the Subject Property by Secluded Land Company, LLC, in its sole discretion.

22. The foregoing protective covenants shall run with the land and shall be binding on all owner(s) of lot(s) within the Subject Project their heirs, administrators, successors and/or assigns.

23. The foregoing protective covenants may be superseded by more restrictive local, county, state and federal zoning regulations.

24. In the event that any portion of the foregoing protective covenants is judicially deemed invalid, the remaining portion of said covenants shall remain in full force and effect.

25. For the period of time that Secluded Land Company, LLC owns or controls the voting rights of fifty-one percent (51%) of the parcels subject to the provisions and rules of the Maggie Lakes Owner's Association, amendment(s) to the restrictive covenants as identified in Exhibit B herein shall be permitted only upon the mutual written consent of Secluded Land Company, LLC and the John S. Sammond Revocable Trust of 1999 by John S. Sammond, its Trustee. Said consent shall not be unreasonably withheld. It is the intention of the parties hereto that in the event one party proposes an amendment to said restricted covenants, the proposing party shall deliver written notice to the other party in any of the following ways:

a) By depositing the document or written notice as certified mail to addressee only with return receipt requested postage or fees prepaid in the U.S. Mail addressed to the party at: Buyer: P.O. Box 10, De Soto, WI 54624 Seller: 1) 6 Carnoustie Circle, West Palm Beach, FL 33401; and 2) Attorney Scott Langlois, Quarles & Brady, 411 East Wisconsin Avenue, Milwaukee, WI 53202-4497

b) By giving the document or written notice personally to the party.

If the party receiving notice of a proposed amendment to said restrictive covenants does not within thirty (30) days of receipt of such notice deliver written objection of such proposed amendment to the party proposing such amendment, then the party receiving notice of such proposed amendment shall be conclusively deemed to have consented to such proposed amendment.