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Document Number

DECLARATION OF COVENANTS,
CONDITIONS AND RESERVATIONS
OF
WHISPERING PINES
Title of Document

VOL 1490 PAGE 390

RECORDED

MAY 03 2007

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Jan Hansen
REGISTER OF DEEDS, VILAS CO., WI

Record this document with the Register of Deeds

Name and Return Address SERVICE INC. |

P.O. BOX 1177
EAGLE RIVER, WI 54521

93-
upd

VTS-27808

PL 754-01

(Parcel Identification Number)

THIS PAGE CONTAINS RECORDING INFORMATION
AND IS PART OF THE LEGAL DOCUMENT
DO NOT REMOVE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WHISPERING PINES

THIS DECLARATION, made this 30TH day of APRIL, 2007, by Northern Frontier P.C., LLC (hereinafter referred to as Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property legally described on attached Exhibit "A"; and,

WHEREAS, Declarant, desires to provide for the preservation of the values and amenities of Subject Property and, to subject aforesaid Subject Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of Subject Property as a whole and all owners of any parcel thereof.

NOW THEREFORE, Declarant does hereby give notice to all purchasers and their successors of any portion of Subject Property herein described and whomsoever it may concern that the Subject Property is, and each and every conveyance or any portion of Subject Property will be subject to the following covenants, conditions, restrictions and charges which insure to the benefit of and pass with Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of Subject Property, to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of Subject Property; insure the highest and best development of Subject Property; to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each parcel; to prevent inharmonious improvement to Subject Property; to secure and maintain property set backs from the roads, and adequately for a high type in quality and improvement in Subject Property and thereby to preserve and enhance the value of investments made by purchaser of Subject Property therein.

**ARTICLE II
USE OF LAND**

All terms, regulations and conditions of any township, county or state zoning or subdivisions ordinances, statute or regulation shall be and remain in effect.

There will be no further subdivisions of Subject Property. No more than single-family dwelling and one guest home, per parcel of Subject Property is permitted.

No noxious or offensive trade or activity shall be carried on upon the Subject Property, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.

No mobile homes, no junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a residence. Travel trailers shall be permitted on a temporary basis only, during the construction of a primary dwelling and shall not be used as permanent housing.

No on-site unhoused storage will be allowed for excess material and infrequently used, untitled, or unlicensed vehicles and boats. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used will be allowed, provided that are not kept closer than 60 feet from any public road and or 20 feet from any property line.

Pets will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood, provided such pets are not obnoxious, dangerous, or constitute a public nuisance or health hazard and shall be in accordance with any applicable Town of County ordinances.

All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

**ARTICLE III
TYPE OF MATERIAL**

All structures erected shall be new materials and new construction and shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, vinyl or wood and such exterior must be suitably finished. Finishes shall be of colors that are in harmony with the colors of the natural surrounding, such as those commonly referred to as "earth tones". The primary dwelling whether permanent, seasonal or recreational shall be at least a minimum of 1200 square feet, a 5/12 or greater roof pitch and a minimum of 12-inch eave or roof overhang. All homes to have an attached garage with same roof pitch as home. Additional detached garage or garages and pole building shall be permitted.

**ARTICLE IV
BUILDING LOCATION**

All buildings shall be located on their respective lots in accordance with the applicable state, county or township regulations, ordinances, or laws, which shall supersede any provisions contained herein. In addition, no building, or other structure permitted under the terms of this agreement, shall be located closer than 40 feet to any public road, and 15 feet from the side.

**ARTICLE V
GARBAGE AND REFUSE DISPOSAL**

No lots shall be used as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state and/or other regulations.

**ARTICLE VI
TIMBER REMOVAL**

Clear cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or of the purpose of clearing a building site, lawn or garden area or driveway. All stumps that are removed shall be buried, burned or otherwise removed from Subject Property. Selective harvesting of trees for future growth of other trees or personal use such as firewood will be allowed.

**ARTICLE VII
TERM AND RIGHT TO ABATE VIOLATIONS**

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in the Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect until and unless an instrument signed all lot of the then owners of Subject Property has been recorded, agreeing to change said covenants in whole or in part.

If any owner in possession of any of said lots shall violate or attempt to violate any of the covenants, conditions and restrictions herein contained, it shall be lawful for any other person or persons violating or attempting to violate any such covenants, either to prevent him/her or them from so doing or to recover damages from such violations. Failure by any landowner to enforce any restrictions, conditions,

covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

The invalidation of any of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

NORTHERN FRONTIER P.C., LLC

by: Chris W. Hiller
CHRIS W. HILLER
ITS: MEMBER

STATE OF WISCONSIN)
ONEIDA COUNTY) SS

Personally came before me this 30th day of APRIL, 2007, the above named CHRIS W. HILLER, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Linda Wertschnig
Notary Public, State of Wisconsin
My Commission: 06-13-2010
Linda Wertschnig

THIS INSTRUMENT DRAFTED BY:
John C. Houlihan
Johnson & Houlihan, S.C.
P.O. Box 630
Minocqua, WI 54548-0630
(715) 356-1422