LEGAL DESCRIPTION EAGLES POINT ON THE MENOMINEE LOT 64

Lot 64 of Marinette County Certified Survey Map No. 2648, recorded at the Office of the Marinette County Register of Deeds on March 7, 2005 in Volume 17 of Certified Survey Maps at Pages 273-274 as Document No. 677261. Said C.S.M. being located in part of Government Lot 2 and part of the Southwest Quarter of the Southeast Quarter, Section 25, T34N, R22E, Town of Wagner, Marinette County, Wisconsin. Subject to all restrictions, reservations, conditions and easements of record. Subject to all existing roads and power line easements, whether of record or not. Along with and subject to all easements as shown on the above-referenced C.S.M.

Along with an undivided 1/59th interest in Outlot 1 as described on Marinette County Certified Survey Map No. 2289, recorded at the Office of the Marinette County Register of Deeds on August 22, 2003 in Vol. 15 of C.S.M.s at Pages 68-69 as Document No. 652971.

Also, along with a non-exclusive 66' wide Private Road casement as shown on Marinette County Affidavit of Private Road recorded on August 22, 2003 as Document No. 652964.

Also, along with a non-exclusive 66' wide Private Road easement as shown on Marinette County Affidavit of Private Road recorded on March 7, 2005 as Document No. 677251.

Said easements to be used for uninterrupted and ungated vehicular and pedestrian ingress, egress and utility purposes. Grantor, its successors and assigns reserve the right but have no obligation to improve, maintain and repair said easement areas for private or public maintenance purposes.

The above-described property is subject to the following:

PROTECTIVE COVENANTS

- 1. No "single-wide" manufactured homes, mobile homes or buses shall be placed upon the premises herein conveyed. Singlewide 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. Campers, fifth-wheelers, motor coaches, motor homes and similar recreational vehicles are not permitted unless attended within a 48-hour period.
- Unregistered or abandoned vehicles, trash, or junk may not remain on said premises.
- No tar paper siding or tar shingle siding is allowed on any structure placed on the premises.
- All structures erected 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.
- The main residential structure(s) must have a minimum of 1,000 square feet of living space.
- 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 exterior appearance in line with the building requirements above set forth.
- 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 must be consistent with an approved Wisconsin Department of Natural Resources forestry plan.
- The premises are restricted against commercialization.
- 10. During the time in which Secluded Land Company, LLC is selling lots within the Property all lots are restricted from placement of advertising signs of any nature, including "For Sale" signs; unless approved in writing 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 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 parcels in the subdivision; c) The amendment shall be recorded.
- 13. These protective covenants shall run with the land.
- 14. Each lot owner 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. (GB) EPM#64(E15Z4)ak

PC-2D(D5Z)