

DECLARATION OF COVENANTS  
AND RESTRICTIONS

**HERONS LANDING**

1. **KNOW ALL MEN BY THESE PRESENTS.**

The Village of Turtle Lake, a Wisconsin municipal corporation ("*Developer*"), being the owner and developer of all of the real estate described below to be known as "*Hérons Landing*," has established a general plan for the improvement and development of such real estate, and do hereby establish the covenants, conditions, reservations, and restrictions upon which, and subject to which all lots and portions of such lots shall be improved or sold and conveyed by Developer as owners thereof by this Declaration of Covenants and Restrictions (the "*Declaration*"). Each and every one of these covenants and conditions, reservations and restrictions is and all are for the benefit of each present and future owner of land in Herons Landing, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, for Herons Landing, described as follows:

**Lots 1 – 16, Plat of Herons Landing, Village of Turtle Lake, Barron County, Wisconsin**

**Parcel Numbers:**

2. **LOTS.**

- a. Purchasers of a lot in this development shall commence construction of a residence within one (1) year of closing on the purchase of said lot and construction shall be completed within one (1) year of commencement. Developer reserves the right to repurchase any lot on which one (1) year has elapsed without commencement of construction. Developer shall have the right to repurchase such a lot for the same price it was originally sold for. Developer may exercise this right by providing written notice by U.S. Mail to owner at the owner's address set forth in the records of the real estate taxing authority. In the event Developer exercises the right to repurchase, closing shall occur within sixty (60) days of Developer's mailing of the notice by U.S. mail, and owner shall convey the lot to Developer by warranty deed free and clear of all liens and encumbrances.
- b. Developer reserves the right to subdivide a lot or lots or combine multiple lots to accommodate larger home building plans.

### 3. RESTRICTIONS AND CONDITIONS.

#### a. Definitions:

- i. “*Single family home*” means a stand-alone residential home with attached garage on its own lot.
- ii. “*Duplex*” means a single building for residential purposes constructed on either a single lot, or double lot , divided into two separate dwelling units, side-by-side, with a separate entrance and garage for each.
- iii. “*Duplex Unit*” means an individual dwelling unit in a duplex.
- iv. “*Residence*” means a duplex or single family home.
- v. “*Owner*” means the person or persons or legal entity which owns the real estate in fee simple on which a residence is located.

#### b. Restrictions and Conditions:

- i. Construction on each lot in the subdivision shall be limited to one building consistent of a residence. No mobile or manufactured home construction is permitted.
- ii. All single family homes must have a two or three car attached garage, to be constructed contemporaneously with the single family home.
- iii. Each duplex unit must have at least a one car attached garage, to be constructed simultaneously with the construction of the duplex.
- iv. Each single family home must have at least 1,450 sq. ft. living space, 3 bedrooms, and 1.5 bathrooms.
- v. Each duplex unit must have at least 1,000 sq. ft. living space, 2 bedrooms, and 1.5 bathrooms.
- vi. The minimum assessed valuation for each single family home shall be \$130,000.00. For clarification, such valuation is to be exclusive of the assessed valuation for the underlying lot and only considers the valuation of the improvements.
- vii. The minimum assessed valuation for each duplex unit shall be \$90,000. For clarification, such valuation is to be exclusive of the assessed valuation for the underlying lot and only considers the valuation of the improvements.

- viii. Only one outbuilding (detached garage, storage shed, or the like) may be erected and maintained on each lot in addition to the residence. Such outbuilding shall conform in external appearance to the residence and shall not be used for residential purposes.
- ix. Lots are required to utilize utilities and water supplied by the Village. No buried fuel oil tanks are permitted.
- x. The driveway for lots 10 through 16 of Herons Landing may only connect to Sandhill Street. Driveway connections to Herons Way or 11 ½ Street is prohibited for lots 10 through 16 of Herons Landing.

**c. Owner Covenants:**

Each owner further agrees and covenants as follows:

- i. To refrain from engaging in any hazardous activity or maintaining any hazardous substance on the premises, which could have the effect of nullifying the insurance in effect thereon.
- ii. To utilize the insurance proceeds received by the owner due to loss or damage to the residence for purposes of reconstruction and/or repair so as to restore said residence to substantially its same condition as before such loss or damage.

**d. Maintenance Matters:**

Each owner shall be responsible for the following with respect to the lot owned by said owner and the improvements situated on said lot:

- i. To be responsible for the mowing, maintaining and caring for all lawn and grass area on the lot titled in fee simple in the name of the owner.
- ii. To care for, spray, trim, protect, plant and replant trees and shrubbery on the premises.
- iii. To keep in good repair the driveway area on said premises.
- iv. To provide for snow removal from sidewalks and driveway.
- v. To make all major exterior repairs to the residence to keep it in good repair and condition.
- vi. To repaint, repair, or otherwise refurbish the exterior of the residence to keep it in good repair and condition.

vii. To keep the roof and roof area in good repair and condition.

**e. Other Matters:**

- i. The natural surface drainage patterns of any lot shall not be changed by grading, damming, filing or installing of conduits, except with the permission of Developer, or its assigns.
- ii. No part of any lot shall be used for dumping garbage, trash, or refuse of any kind. Debris may be temporarily present in connection with construction work, but must be secured to prevent such debris from being blown throughout the subdivision. Refuse may not be burned. This provision shall not be construed to prohibit the use of recreational outdoor fire rings that are compliant with Village of Turtle Lake ordinances and all other applicable laws, rules, and regulations.
- iii. Permanent parking of unlicensed vehicles, or any boats, campers, motor homes, mobiles homes, recreational vehicles, such as snowmobiles and four wheelers, etc. on any lot or on the street in front of any lot is prohibited unless such items are parked inside a garage or shielded from view. Temporary parking for not more than 48 hours may be permitted. Licensed vehicles may be parked in the owner's driveway.
- iv. No animal shall be kept or maintained on any lot, except for the usual household pets, and, in such cases, the pets shall be so kept and maintained as not to become an unreasonable annoyance or nuisance to other residents in the subdivision by reason of movement, noise, odor or otherwise.
- v. No signs other than a sign identifying the owner and a "For Sale" sign shall be displayed on any lot. Developer may construct an area identification sign, identifying the subdivision, on one or more lots located near the roadway entrances to the subdivision.
- vi. No commercial or business activities shall be permitted upon the properties except as authorized as a home occupation by applicable zoning.
- vii. Driveways shall be paved with cement, blacktop, or similar material.

**f. Owner Occupied; Exceptions:**

Each single family home shall be owner occupied except a home may be leased for a term of at least one year. Any leased units must be continually marketed for sale. Short-term rentals and "Vacation Rental By Owner" rentals are strictly prohibited.

#### 4. TERM AND AMENDMENT.

- a. These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by any owner, Developer, or the assigns of Developer, for a period of twenty five (25) years from the date of the recording of the Declaration with the Barron County Register of Deeds.
- b. After the expiration of said twenty five (25) year term the covenants and restrictions shall be extended for successive periods of ten (10) years, unless an instrument signed by then owners of two-thirds (2/3) of the lots has been recorded, agreeing to modify the covenants and restrictions. However, no such agreement to modify shall be effective unless made and recorded sixty (60) days in advance of the effective date of such termination or modification, and unless written notice of the proposed agreement is sent to all lot owners at least ninety (90) days in advance of any action taken. If a lot is owned by more than one owner, notice upon any such owner shall be deemed notice to all owners of such lot, and notice may be given by United States mail to the owners' addresses as set forth in the records of the real estate taxing authority.
- c. Notwithstanding anything herein to the contrary, Developer retains the right to amend this Declaration, without consent of any of the owners, until such time as 100% of the lots are sold. After the sale of the last lot authority to amend shall pass to the owners.

#### 5. ENFORCEMENT AND DISPUTE RESOLUTION.

- a. In the event of a dispute or controversy arising out of this Declaration, including a dispute as to whether or not an owner has breached or failed to comply with the terms and conditions of this Declaration, cannot be resolved amicably between the parties, the parties shall attempt in good faith to settle such dispute by non-binding mediation using mediation rules (including the selection of a mediator and a mediation site) mutually agreed to by the parties; provided, however, if the parties are not able to so agree within thirty (30) days of the date the dispute arises, the dispute resolution shall be by litigation as set forth in Section 5.B.
- b. If the dispute is not resolved pursuant to the mediation terms above, enforcement of the provisions of this Declaration shall be by an proceeding at law or in equity against any person violating or attempting to violate any of the provisions of this Declaration, to restrain violation, or to recover damages, or both, and against the land to enforce any lien created by this Declaration. Failure to enforce any covenant or restriction on any occasion shall not be deemed a waiver of the right to do so thereafter.

**6. SEVERABILITY.**

If any provision of this Declaration is determined by a court of law to be invalid or unenforceable, the court may modify that provision to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it may be stricken and all other provisions of this Declaration in all other respects shall remain valid and enforceable.

**7. HEADINGS.**

The titles to sections and subsections in this Declaration are illustrative of the contents thereof only and shall not constitute substantive provisions of this Declaration.

**8. ASSIGNMENT OF POWERS.**

Developer may, in its sole discretion, assign its rights and duties under this Declaration to the owners at such time as the Developer no longer has an interest in the property. The rights and duties of Developer shall pass to the owners of lots and the mechanism for modifying or approving covenants and restrictions shall be as set forth in Section 4 above. An assignment of power shall be binding upon all owners when such assignment is recorded with the Register of Deeds for Barron County.

**9. RIGHT OF FIRST REFUSAL**

Without limiting Developer's right to repurchase a lot set forth in Section 2.a, Developer shall have a continuing right of first refusal to repurchase any lot upon which no residence has been constructed. If an owner other than Developer obtains a bone fide, good faith offer to purchase a lot, on terms and conditions acceptable to such owner, the owner shall give written notice to Developer, including the main terms of the offer, and Developer shall have thirty (30) days thereafter to give owner written notice of Developer's intent to match the offer. If Developer matches the offer, the transaction shall close within thirty (30) days therefrom.

**10. ATTORNEYS' FEES AND COSTS**

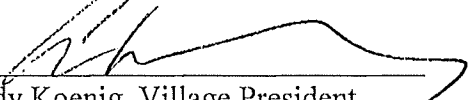
The prevailing party in any dispute arising out of this Declaration shall be entitled to reasonable attorneys' fees and actual costs.

**11. VENUE.**

The venue for any dispute arising out of this Declaration shall be in the Circuit Court of Barron County, Wisconsin.

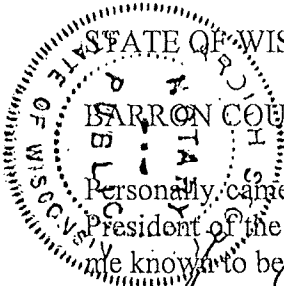
IN WITNESS WHEREOF, the Village of Turtle Lake, a Wisconsin municipal corporation, has caused this Declaration to be duly executed on this 31<sup>st</sup> day of May, 2019.

VILLAGE OF TURTLE LAKE,  
a Wisconsin municipal corporation

By:   
Andy Koenig, Village President

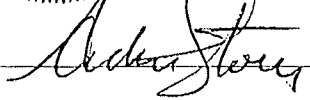
By:   
Ardith Story, Village Clerk

**ACKNOWLEDGMENT**



STATE OF WISCONSIN )  
  ) ss.  
BARRON COUNTY       )

Personally came before me on May 31, 2019, the above named Andy Koenig, President of the Village of Turtle Lake, and Ardith Story, Clerk of the Village of Turtle Lake, to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
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Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 9-6-2021)