

DECLARATION OF RESTRICTIONS FOR OUTLOT 1 OF THE MAJESTIC PINES SUBDIVISION

**THIS DECLARATION OF RESTRICTIONS FOR OUTLOT 1 OF THE MAJESTIC PINES
SUBDIVISION** (this “Declaration”) is made as of the ____ day of September, 2017, by
Vester Havet, LLC, a Wisconsin limited liability company (“Declarant”).

WHEREAS

- Declarant is the owner of the real property located in the Town of Oakland, Jefferson County, Wisconsin described on *Exhibit A* attached hereto (“Outlot 1”);
- The Property is adjacent to the Majestic Pines Subdivision described on *Exhibit B*;
- Declarant desires to subject Outlot 1 and the rights granted in and to the Boat Slip Area and Boat Slips to this Declaration.

NOW, THEREFORE, Declarant declares that Outlot 1 and all rights granted herein shall be owned, held, transferred, sold, and occupied subject to the following covenants and restrictions:

Article I — DEFINITIONS

1.01 **Association** – Majestic Pines Pier Association, Inc., a Wisconsin nonstock corporation.

1.02 **Boardwalk** – The wooden walkway along the western boundary of Outlot 1.

1.03 **Boat Slip(s)** – Docking areas adjacent to the pier constructed over Lake Ripley; the Declarant may reconfigure but not reduce the number.

1.04 **Boat Slip Area** – The Boat Slips, Pier, and Boardwalk area located on or abutting Outlot 1.

1.05 **Boat Slip Owner** – Record owner of a tenant-in-common interest in Outlot 1 with the exclusive right to use an assigned Boat Slip.

1.06 **Declarant** – Vester Havet, LLC, or any successor/assignee recorded in Jefferson County.

1.07 **Declaration** – This document and all future amendments.

1.08 **Lot / Lot Owner** – As defined in the Majestic Pines Subdivision Covenants (Document #1163087).

1.11 **Pier** – The pier attached to Outlot 1 and extending into Lake Ripley.

1.13 **Subdivision** – The residential development known as Majestic Pines.

Article II — BUILDING AND USE RESTRICTIONS

2.01 No Improvements

Only Declarant or, if Declarant no longer owns any Lots, the Association, may construct, remove, or alter any improvements on Outlot 1.

2.02 Use of Outlot 1

Outlot 1 shall be used solely for ingress, egress, and access to the Boat Slip Area and Lake Ripley. Access is limited to Boat Slip Owners and their guests or invitees.

2.03 Use of Pier and Boat Slips

The Pier and Boat Slips shall be used only for mooring boats and launching non-motorized watercraft. All other uses are subject to Association rules and regulations.

Article III — POWERS OF DECLARANT

3.01 Enforcement Rights

Declarant or the Association may enforce these restrictions; violators must reimburse all costs, including attorney's fees, plus 12% annual interest.

3.02 Good Faith Decisions

Declarant and Association are not liable for good faith decisions made in enforcement.

Article IV — EASEMENTS

- (a) Non-exclusive easement for the Association for access and maintenance of the Boardwalk, Pier, and Boat Slips.
- (b) Declarant reserves the right to install and maintain a monument sign.
- (c) Declarant may install and maintain fencing and landscaping.
- (d) Declarant may grant additional easements as necessary.

Article V — ASSOCIATION

5.01 Establishment of Association

Creates "Majestic Pines Pier Association, Inc." to manage Outlot 1, Boat Slip Area, and enforce compliance.

5.02 Common Areas

Outlot 1 is designated as a Common Area. Only Boat Slip Owners and Lot Owners may use it in accordance with Association rules.

5.03–5.06 Governance

Initial Board of up to three members appointed by Declarant; later increased to five, elected by members.

5.07 Voting Rights

Each Boat Slip Owner has one vote.

5.08 Meetings

At least one annual Association meeting is required.

5.09 Board Duties

Maintain Outlot 1 and Boat Slip Area; enforce this Declaration.

5.10 Board Powers

Maintain facilities, enter contracts, levy assessments, enforce rules.

5.11 Assessments

- Each Boat Slip Owner pays a pro-rata share of costs.
- Special Assessments may be levied for damages or violations.
- Late payments accrue 12% annual interest and create a lien on the property.
- Liens may be foreclosed like a mortgage.

5.12 Common Area Improvements

Board may make additional improvements.

5.13 Director Liability

Directors are not liable for good faith actions; Association must indemnify them.

5.14 Failure to Enforce

Non-enforcement does not constitute waiver.

Article VI — PROPERTY RIGHTS

6.01 Exclusive Right to Boat Slips

Outlot 1 ownership gives each Boat Slip Owner the exclusive right to use an assigned slip; Boat Slips may only be sold to Lot Owners.

6.02 Right of Quiet Enjoyment

Boat Slip Owners and Lot Owners have peaceful enjoyment rights.

6.03 Delegation of Use

Family and guests may use facilities per Association rules.

6.04 Boat Slip Appurtenant to Lot

Boat Slip rights transfer with ownership of the corresponding Lot.

6.05 Sale and Leasing Restrictions

Boat Slips may not be leased or rented; may only be sold to Lot Owners; no Lot Owner may own more than one Boat Slip.

Article VII — AMENDMENTS

The Declaration may be amended by 66% of Boat Slip Owners, with Declarant approval required while it still owns any Boat Slips.

Article VIII — MISCELLANEOUS

8.01 Term

Effective for 30 years, automatically renewed for successive 10-year terms unless terminated by 75% of owners.

8.02 Covenants Binding on Owners

All restrictions run with the land and bind all owners and successors.

8.03 Severability

Invalidation of one provision does not affect the others.

IN WITNESS WHEREOF

Executed this ___ day of August, 2017.

VESTER HAVET, LLC

By: *GREMAR LLC*, sole member

By: _____

Greg Loos, Member

State of Wisconsin, County of _____

Personally came before me this ___ day of August, 2017, the above-named Greg Loos, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

EXHIBIT A — Legal Description of Outlot 1

(Insert full legal description)

EXHIBIT B — Legal Description of Majestic Pines

(Insert full legal description)

EXHIBIT C — Boat Slip Assignments

(Insert Pier and Boat Slip Illustration)