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Document Number

Title of Document

DECLARATION OF PROTECTIVE COVENANTS LOTS 1-18 AND OUTLOTS 2-16 OF THE ECO VILLAGE NEIGHBORHOOD PIERCE COUNTY, RIVER FALLS, WISCONSIN

PIERCE COUNTY REGISTER OF DEEDS VICKI J NELSON

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(Parcel Identification Number)

DECLARATION OF PROTECTIVE COVENANTS LOTS 1-18 AND OUTLOTS 2-16 OF THE ECO VILLAGE NEIGHBORHOOD, PIERCE COUNTY, RIVER FALLS, WISCONSIN.

THIS DECLARATION is made this 25th day of MARCH, 2013, by St. Croix Valley Habitat for Humanity, Inc. ("Declarant").

RECITALS:

1.1 Declarant's Interest

Declarant now owns certain lands in the City of River Falls, Wisconsin that are legally described in Exhibit A, attached hereto, and made a part hereof (the "Development").

1.2 Declarant's Intention

Declarant desires to subject the Development to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the Development and each lot thereof (referred to individually as a "Lot" and collectively as "Lots"), shall run with the land, and shall bind the Declarant, the owners of each lot or portion thereof or interest therein and each of the Declarant's and such owners' respective successors and assigns.

DECLARATION:

Declarant declares that the Development and each Lot shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the Development and each lot thereof (referred to individually as a "Lot" and collectively as "Lots"), shall run with the land, and shall bind the Declarant, the owners of each lot or portion thereof or interest therein and each of the Declarant's and such owners' respective successors and assigns.

ARTICLE 1: GENERAL PROVISIONS

1.1 General Purpose:

The purpose of this Declaration is to help assure that the Development will become and remain an attractive community; to preserve and maintain the natural beauty of the Development, to ensure the most appropriate improvement of each lot; to guard against the erection thereon of inefficient, poorly designed or poorly proportioned structures; to obtain harmonious improvements and use of materials and color schemes, including a commitment to sustainable, recycled and reused materials; to ensure responsible residential development; and to encourage and secure the construction of attractive and sustainable residential structures therein.

1.2 Committee Approval Required:

No building or any other improvement shall be erected or placed on any Lot or Outlot, and no alteration shall be made to the exterior of any building or other improvement on any Lot or Outlot until the construction plans and specifications for such a building, improvement, or alteration have been approved in writing by the Architectural Control Committee

1.3 Definitions:

The following capitalized terms shall have the following meanings:

- (a) "Common Areas" shall mean Outlots 2-16 which are to be maintained by the Homeowner's Association as defined in Article 8. These Declarations specifically exclude Outlots 1, 17 and 18.
- (b) "Declarant" shall mean the Declarant (as defined on page 1 and further defined in Article 6) and its successors and assigns.
- (c) "Declaration" shall mean the covenants, restrictions and other provisions set forth in this document as it may from time to time be amended.
- (d) "Owner" shall mean the person or persons, including any business organization or non-profit organization, having the power to convey the fee simple title to a given Lot. Notwithstanding the foregoing, in the case of a Lot subject to a land contract, the land contract vendee rather than the land contract vendor shall be deemed to be the Owner of the Lot.
- (e) "Zoning" shall mean federal, state, county and local laws or ordinances pertaining to the Development, including conditions imposed by the City of River Falls as part of subdivision approval of the development.

ARTICLE 2: ARCHITECTURAL CONTROL COMMITTEE

2.2 Establishment of committee:

There shall be an Architectural Control Committee (The Committee) which shall have the rights and obligations set forth in this Declaration for the committee and any powers necessary to exercise those rights.

2.3 Committee Composition:

The Committee shall initially consist solely of the Declarant (Habitat). The Declarant may appoint non-voting-members from other existing Owners. At such time as the Declarant no

longer owns any interest in any Lot or Outlot, the members of the Committee shall be the Board of Directors of the Association.

2.4 Procedures

Any Owner desiring to construct, alter or otherwise improve a lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements, including landscaping. The items submitted to the Committee shall include:

- (a) Construction details for all buildings, structures, fences, walls or other improvements;
- (b) Elevation drawings of any building;
- (c) Description of materials to be used in any building or improvement;
- (d) Color schemes of all improvements;
- (e) A detailed site plan showing the building footprint and driveway, the location of all structures with respect to topography and finish grade elevation, the top of the foundation structure in relation to the nearest street or curb elevation, and the proposed water drainage patterns;
- (f) Exterior lighting plans;
- (g) Location and composition of landscaping elements, including but not limited to trees, shrubs, retaining walls, paths, decks and patios; and
- (h) Such other materials as the Committee may deem necessary.

A submission will not be complete until all documents required pursuant to this Section 2.3 have been submitted. The committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall entitled to resubmit such plans with request changes addressed. The Committee's decision shall be in writing. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, the plans shall be deemed to have been rejected. If such plans are not rejected, then the Owner of the Lot shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans (including, without limitation, any changes to such plans that would lessen the quality or expense of the construction) must be resubmitted to, and approved by, the Committee.

2.5 Standards

The committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of the Committee:

- (a) Are not in conformity with the explicit declarations set forth in this Declaration;
- (b) Are aesthetically undesirable;
- (c) Are not in harmony with surrounding buildings on the surrounding Lots.
- (d) Have exterior lighting, signs, fencing, landscaping or similar exterior elements that are not desirable for aesthetic reasons;
- (e) Are not in conformity with the energy-efficiency standards or intent of the Eco Village development.
- (f) Are not generally conforming with the purposes of this Declaration;

2.6 Occupancy

No residential dwelling ("Dwelling") or other building shall be occupied unless it has been approved by the Committee pursuant to Section 2.3 and constructed in accordance with the plans and specifications as approved by the Committee, and unless an occupancy permit has been issued therefor.

2.7 Liability of Committee

The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans or specifications, whether or not defective or any delays, other than willful or malicious delays in approval or disapproval;
- (b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Development.

2.8 Subsequent Changes

Once the Committee has approved of any plans, specifications, plot plans, landscaping plans or any other materials submitted to it for approval under this Declaration, no material changes to the same shall be allowed unless they are resubmitted to, and approved by, the committee.

2.9 Variations

Variations will be considered for approval by the Committee and shall comply with applicable building codes and zoning ordinances.

ARTICLE 3: STRUCTURES

3.1 Greenspace

Each lot shall contain at least the minimum amount of green space that is required under the applicable Zoning and other ordinances, laws, codes and regulations. Landscaping or lot improvement that alters the grade or intended function of design principles shall not be permitted. Permanent additions or alterations to lot and landscaping shall be approved in writing by the Committee.

3.2 Location on Lot

All buildings should be sited on the Lot to present their most desirable face to the front yard Lot line. Front entries of each Dwelling shall be oriented toward the front yard Lot line. As the buildings are moved closer to the front yard Lot line and each other, special attention should be paid to design details and landscaping to ensure that the front faces of the buildings are of proper pedestrian scale. Front porches shall be required unless acceptable alternative enhancement to pedestrian scale and appearance are provided for in plan.

3.3 Roof Pitch and Height

Any improvement to or alteration of buildings shall maintain the original roof pitch, height, and orientation, maximized for solar gain. Additional outbuildings, sheds, or structures may not exceed the height of any solar photovoltaic or solar thermal panels at their lowest point when placed to the south of the panels, or other such maximum height provided in applicable zoning ordinances, whichever is less.

3.4 Parking and Garages

Each dwelling shall have a minimum of 2 off street automobile parking stalls: a driveway stall and an enclosed garage. Additional parking for residents and guests will be limited to parallel parking spaces along Apollo Road.

3.5 Outbuildings

Other than garages, no trailer, permanent tent, tree house, shed, shack, barn, gazebo, or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction without written approval from the architectural committee. Children's play structures shall be acceptable. Any outbuildings are subject to compliance with Sections 3.1 and 3.3, above.

3.6 Fences and Hedgerows

No fence, wall, hedgerow or similar landscaping shall be erected on any part of any Lot without the written approval of the Committee. All fences approved pursuant to this paragraph shall be constructed of materials other than chain link, plastic or vinyl, and shall, at the discretion of the Committee, be screened from view by landscaping. In no event shall any fence, wall, hedgerow or other landscaping element impede the vision triangle on a corner lot as established by the applicable laws, ordinances, codes and regulations.

3.7 Trees

So as not to obstruct solar potential, additional tree plantings must be approved by architectural committee prior to planting. Trees planted to the south of any solar photovoltaic or solar thermal panels may not exceed the height of the panels at the panel's lowest point. Homeowners are expected to maintain edible landscaping principles with any additional plantings – a list of acceptable plantings is attached as Exhibit B.

3.8 Swimming Pools and Hot Tubs

Installation of permanent below ground pools of any size is prohibited; impermanent above ground pools and hot tubs are permissible, provided that adequate fencing or other protection is properly installed and that all applicable laws and zoning ordinances concerning swimming pools and hot tubs – including fence height – are followed.

3.9 Utilities

- (a) All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.
- (b) Plantings on easements: Except where factored into the original plat and site design (i.e., raingardens, drainage swales and berms), planting on any easements shall not interfere with easement purposes.

(c) No natural gas hookups shall be permitted to be run to any lot or building within EV. Freestanding LP tanks for indoor heating or cooking purposes are prohibited. LP tanks of up to 20lb are permitted for grills and portable outdoor heaters.

3.10 Drainage and Drainage Swales

Existing swales, berms and other drainages are integral to the stormwater management of the site, and are not to be altered, unless proper accommodations for equivalent stormwater management can be made.

3.11 Antennas and Satellite Dishes

Antennas prohibited on exterior of building. Satellite dishes must be less than 1m in diameter and must be post mounted on the lot they are intended to serve. The highest point of the dish may not exceed eave height of the residence, nor shall they interfere with the function of the solar panels on these roofs. Satellite dishes must be removed promptly if they are not in service.

3.12 Alterations to the building envelope, foundation, and underlying structure

Alterations or additions to the building envelop (walls, ceiling, roof, doors, windows, below grade basement walls, footings, foundation, etc) or construction of new Dwellings must meet or exceed original design and material specifications

3.13 Alterations to the exterior appearance

Alterations or additions to the exterior finishes (roofing, siding, paint, etc) or materials used in the construction of new Dwellings must meet or exceed original design and material specifications.

3.14 Generators

Additional Solar/wind or other renewably-fueled generators, if properly permitted, installed, and connected per applicable codes; and do not interfere with existing design intents of EV Dwellings are allowable, subject to the approval by the architectural committee

3.15 Variances

With exception to design standards set forth in this document, the Committee is authorized to grant variances from any provision of this declaration where such variances will assist in carrying out the intent and spirit of this Declaration, will not result in a violation of applicable building codes and zoning ordinances and where strict application of the provision would result in a particular hardship to the person seeking the variance.

3.16 Inspections

The Committee and its designated representatives shall have the right to inspect the construction of any improvement to any lot or outlot, without notice and during regular business hours, to

ensure that all construction is performed in accordance with the plans and specifications approved by the committee.

3.17 Twin Home and Party Wall Declaration

- (a) <u>General Rules of Law to Apply</u>. The wall built as part of the original construction of the Twin Homes upon the property and placed on the dividing line between the two Twin Homes shall constitute a Party Wall. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding Party Walls and the liability for property due to negligence or willful acts or omissions shall apply thereto.
- (b) <u>Shares of Repair and Maintenance</u>. Either owner shall have the right at all times to cause any repairs to be made which are necessary to maintain the wall in a safe and usable condition. The cost of all reasonable repairs and maintenance of the party wall shall be shared by each owner. The owner causing the repairs to be made shall have the right to enter upon the property of the other party to the extent reasonably necessary in performance of the work, provided that he shall take due precaution not to damage the property of the other party.
- (c) <u>Destruction by Fire or Other Casualty</u>. If the Party Wall is destroyed or damaged by fire or other casualty or by physical deterioration, any owner who has used the wall may restore it, and shall have an easement over the adjoining Town Home for purposes of making such restoration, and if the other owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts of omission.
- (d) <u>Weatherproofing</u>. Notwithstanding any other provisions in this Article, any owner who by their negligent or willful act, causes the Party Wall to be exposed to the elements or excessive heat or cold shall bear the whole cost of furnishing the necessary protection against such elements of heat or cold, and of repairing the Party Wall from damage caused by such exposure.
- (e) <u>Right to Contribution Runs with Land</u>. The right of any owner to contribution from the other owner under this Article shall be appurtenant to the lot and shall pass to such owner's successors in title.
- (f) <u>Arbitration</u>. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any judge of the Circuit Court for Pierce County, Wisconsin. Arbitration shall be in accordance with the rules of the American Arbitration Association.
- (g) <u>Encroachment</u>. If any portions of a Town Home or any lot shall actually encroach upon the other lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the owner of the encroaching Town Home to the extent of such encroachment so long as the same shall exist.
- (h) Construction Liens. Each owner of a Town Home ("Defaulting Owner") agrees to indemnify

and hold harmless the other Owner of the adjoining Town Home for any construction liens arising from work done or material supplied to make repairs or replacements for which the Defaulting Owner is responsible.

(i) <u>Insurance/Replacement</u>. Each owner shall maintain fire and extended coverage insurance on their Town Home in full replacement cost thereof, and shall, in the event of damage to or destruction of his Town Home, restore it to the condition in which it was prior to the damage or destruction.

ARTICLE 4: USE

4.1 Use

Each Lot shall have no more than one Dwelling per Lot, which Dwelling shall be used for single-family residential purposes, as defined in the Zoning Code of the City of River Falls General Ordinances. Except as otherwise expressly provided in this declaration, no building or structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof. Any business, whether or not for profit, shall be consistent with the "Home Occupation" definition, according to City of River Falls General Ordinances.

4.2 Signs

No sign of any kind shall be displayed to the public view on any Lot except political signs of not more than six square feet and one professional sign of not more than six spare feet advertising the Lot for sale or the resale of the home and Lot. Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Lots. House numbers are not prohibited by this provision.

4.3 Rubbish

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks, earth, leaves, rubbish, trash, garbage and waste must be neatly kept and suitably screened from view from the street. No rubbish, trash, garbage or waste shall be placed outside for pickup more than 24 hours in advance.

4.4 Parking

Parking shall be prohibited on all portions of each Lot except the paved driveway or garage. No non-operational vehicles or vehicles that are not licensed shall be parked on any Lot except within the garage. All service vehicles, (including but not limited to, trucks, semi-trailers, trailers, buses, boats, travel trailers, mobile homes, campers and other recreational vehicles) are to be garaged between 5:00pm and 7:00am, unless an owner requires on-call emergency access to said vehicle. This provision shall not prohibit the temporary parking of said vehicles for the purpose of loading and unloading or performing construction work.

4.5 Nuisance

No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood.

4.6 Wood Piles and Compost Piles

No wood piles or compost heaps shall be kept outside a structure unless they are neatly stacked or contained, placed away from the home in the rear yard only, and screened from view by plantings or approved fence.

4.7 Yard Maintenance standards

It is the responsibility of the Owner of each Lot to tend and cultivate areas of the Lot not used as building sites or lawns to maintain a neat appearance. This covenant should not be construed to prevent a kitchen garden or orchard, provided that these gardens and orchards are well maintained, subject to the approval of the committee and in accordance with the landscaping plan attached as Exhibit B.

4.8 Animals and Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or allowed to annoy neighbors, and subject to the same restrictions as laid out in applicable city ordinances. No commercial boarding shall be allowed, and kennels shall be kept indoors unless approved by the committee.

4.9 Maintenance of Public Rights of Way.

Each Owner shall be responsible for removing snow and ice from the sidewalks adjoining such Owner's Lot and for mowing the grass and removing leaves located within any public right of way adjacent to such Owner's lot.

ARTICLE 5: DIVISION OF LOTS

No Lot shall be divided, subdivided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the subdivision of lands. This provision shall not be construed to prevent the use of one Lot and part of another adjacent Lot as one building site for construction on the site provided prior written approval of the Committee is obtained and the residual portion of the adjacent Lot complies with the land division and building code statutes and ordinances.

ARTICLE 6: DISCLOSURES

The Declarant is Saint Croix Valley Habitat for Humanity, a non-profit organization engaged in the construction and resale of residences to low-income individuals. The Declarant relies in large part on the assistance of volunteers and no person has made any personal guarantees as may relate to the development of the Development. The Declarant intends to use some of the Lots as part of its low-income housing program and may sell some lots to other non-profit organizations, as well as to for profit entities. The lots adjacent to the Development are currently planned for a small community center, open to the public on the North end of the Development, and a photovoltaic solar electric generation array on the South end of the Development.

ARTICLE 7: HOME OWNER ASSOCIATION

7.1 Membership

Declarant has incorporated the Eco Village Owners' Association, Inc., a non-profit, non-stock corporation organized under the laws of the State of Wisconsin (the "Association"). The owner of each Lot shall be a member of the Association. By acceptance of the deed or other instrument of conveyance, or this Declaration, the Owner(s) of each Lot consent to such Owner's membership in the Association. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. Membership in the Association shall be limited to the fee simple Owners of the Lots, except that in case of land contract, the vendee, not the vendor, shall be a member. The Association shall have authority to manage the Common Areas. The Association shall provide for the care, operation, management, maintenance and repair of the Common Areas in accordance with the provisions of this Declaration.

7.2 Voting Owners

Subject to the terms, conditions and limitations contained in the Articles of Incorporation and Bylaws of the Association, the Owner(s) of each Lot shall be entitled to one (1) vote as members of the Association for each such Lot owned. Where more than one (1) person is an Owner of one (1) Lot, all such persons shall be members of the Association, but they shall be cumulatively entitled to only one (1) vote per such Lot and they may cast their total one (1) vote in proportion to the ownership interests in such a Lot.

7.3 Articles of Incorporation and Bylaws

The purposes and powers of the Association and the rights and obligations with respect to the members thereof shall be governed by the Articles of Incorporation and Bylaws of the Association; provided, however, that such Articles of Incorporation and Bylaws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

7.4 First Year's Operating Expenses

Declarant shall pay to the Association an amount equal to the estimated operating expenses of the Association for a period of 1 year.

ARTICLE 8: MAINTENANCE OF THE COMMON AREAS

8.1 Maintenance:

- (a) The Association shall provide for the care, operation, management, maintenance and repair of the Common Areas. The Association shall maintain the Common Areas in a good and safe condition, including, without limitation, performing lawn care and snow removal, maintenance and cleaning of the cistern rainwater irrigation systems and upkeep of the garden plots and tool sheds thereon.
- (b) Any and all expenses incurred by the Association, in connection with the management and maintenance of the Common Areas and administration of the Association shall be deemed to be common expenses ("Common Expenses"), including, without limitation, expenses incurred, as they may apply, for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Areas; common grounds security lighting, municipal utility services; and enforcement of this Declaration (including attorney's fees).
- (c) Each Owner shall reimburse the Association for the cost of repair or replacement of any portion of the Common Areas or improvements thereon damaged through the fault or negligence of such Owner or such Owner's family, guests, invitee or tenant.

8.2 Assessments

- (a) The Association shall levy annual general assessments ("General Assessments") against each Lot for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to each Lot's Percentage Interest in the Common Areas, calculated as provided in section 8.2(d), below. General Assessments shall be due January 15th in advance each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest at a rate of ten percent (10%) until paid and, together with interest, collection costs and reasonable attorney's fees, shall constitute a lien on the Lot on which it is assessed.
- (b) The Association may, whenever necessary or appropriate, levy special assessments ("Special Assessments") against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Areas or for any other purpose for which the

Association may determine a Special Assessments is necessary or appropriate for the improvement or benefit of the Plat. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessments or installment not paid when due shall bear interest at a rate of ten percent (10%) until paid and, together with interest, collection costs and reasonable attorney's fees, shall constitute a lien on the Lot on which it is assessed.

- (c) The Association shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The owner of a Lot shall be personally obligated to pay such charges which were assessed or accrued upon the Lot owned during the period of Ownership. The Association may commence and action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70 Wis. Stats., to the extent that said Section is applicable. Any lien in favor of the Association securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such a lien.
- (d) The Percentage Interest shall be calculated by a fraction, the numerator of which is the number of completed Dwellings on the Lot over the number of completed Dwellings in the Development.
- (e) Declarant, the Association and all Owners of any Lots hereby waive notice and protest of any tax or assessment levied against such lots.
- (f) The Association has the right collect all monies owed under the Declaration through Electronic Funds Transfer, and the Owner shall cooperate accordingly.

ARTICLE 9: UTILITY AND HOME PERFORMANCE INFORMATION RELEASE

9.1 Purpose and Intent

As a demonstration project of affordably built, sustainable construction, it is critical to record and analyze utility usage and performance statistics for Eco Village homes in order to satisfy grant agreements, arrangements with equipment and materials donors and to establish best practices for the construction of durable, sustainable homes in the future. Sharing this information with the Declarant allows for continuous improvement of homes designs and equipment choices. Concurrently, the equipment installed to monitor utility data enables Owners to more effectively manage their own energy and water usage, maximizing the efficiency and comfort of their homes, and to anonymously contribute vital information to the construction effort.

9.2 Granting of Easement and Consent to Release of Utility Information to Declarant
Owner grants ingress and egress easement rights across the Lot to the Declarant and authorizes
the Declarant or its designee to access information related to electric energy, water, building
performance and utilities usage information for a period of five (5) years, beginning with the date
of Lot Ownership by anyone other than the Declarant, during which time the Declarant will
retain ownership and assume any maintenance expenses associated with data logging equipment
installed in the home. Information will be used solely to provide data in order for Habitat and its
designees to assess building performance and measure project outcomes. Utility Information
obtained through this easement and release shall not be made public in such a manner that
identifies the owner or dwelling. After a period of 5 years has elapsed, Owner retains the right to
terminate or extend this release, and ownership of data logging equipment will revert to Owner.
Owner hereby releases, holds harmless and indemnifies Habitat from any liability, claims,
demands, and causes of action, damages or expenses resulting this easement and release.

ARTICLE 10: INSURANCE

10.1 Maintenance of Insurance.

Commencing not later than the time of the first conveyance of a Lot to an Owner other than Declarant, the Association shall maintain, to the extent reasonably available, the following insurance:

- (a). Master or blanket type coverage insuring the Common Areas and covering the interest of the Association for full insurable replacement cost, as determined annually by the Board of Directors. Proceeds of such hazard insurance shall be used solely for the repair, replacement, or reconstruction of such insurable common property
- (b). Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:
 - (i) covering events occurring anywhere on the Common Areas (and public ways, and any other areas that are under is supervision) or arising out of or in connection with the use, ownership or maintenance of the Common Property;
 - (ii) covering, without limitations, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Property, and legal liability arising out of lawsuits related to employment contracts of the Association, and such other coverages as are customarily covered with respect to projects similar in construction, location, and use;
 - (iii) insuring each officer and member of the Board of Directors, the managing agent and each Owner and with cross liability endorsement to cover

liabilities of the Owners as a group to an Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Owner for the negligent act of another Owner, occupant or the Association; and

- (iv) in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use. (However, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.)
- (c). Such other insurance as the Board of Directors may determine.
- (d). All such policies must provide that they may not be canceled or substantially modified by any party without at least 10 days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

10.2 Owners' Individual Policies.

Each Owner shall carry homeowner's insurance for such Owner's own benefit insuring personal liability and the Owner's dwelling and Lot. The Owner's dwelling and Lot are to be insured for, at a minimum, its value and the Owner shall provide proof of policy to the Association upon demand.

10.3 Additional Coverages.

In addition and supplement to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Owners to require the policies mandated by this Article to include, or directly to obtain and maintain in force, all coverages and endorsements required by Habitat for Humanity International.

10.4 Insurance Premiums.

Insurance premiums for any blanket property insurance coverage and the other insurance coverages purchased by the Association shall be common expenses to be paid by assessments levied by the Association, and such assessments shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due. The premiums payable as to each Dwelling and associated garage may be allocated based on the ratio of the value of each Dwelling to the total value of all Dwelling or by any other reasonable allocation, as determined by the Board.

10.5 Fidelity Insurance.

The Association may maintain blanket fidelity insurance for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of or

administered by the Association, and shall do so when required by any mortgage holder, guarantor or Habitat for Humanity International.

ARTICLE 11: MISCELLANEOUS

11.1 Term and Amendments

Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot for a period of twenty-five (25) years from the date this Declaration is initially recorded. Until all of the Lots subject to this Declaration have been sold by the Declarant, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (a) Declarant and (b) Owners of at least 51% of the Lots. Thereafter until the termination of this Declaration, this Declaration may be amended by the recording of a written instrument executed by the Owners of at least 51% of the Lots. All amendments shall be consistent with the general plan of development embodied in this Declaration. After the expiration for the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least 51% of the Lots has been recorded to terminate or amend the same in whole or in part.

11.2 Enforcement

Any Owner shall have all rights and remedies to enforce the provisions of this Declaration by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration. Nothing herein shall be deemed to limit the rights of any governmental authority having jurisdiction to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.

11.3 Severability

The provisions of this Declaration shall be deemed independent and severable, and the invalidity, illegality or unenforceability of all or any portion of any provision shall not affect the validity, legality or enforceability of the remaining portion of said provision or of any other provision of this Declaration, which portion and other provisions shall remain in full force and effect.

11.4 No Forfeiture

Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in the Development.

11.5 Attorney's Fees

If any suit or action is brought to enforce the provisions of this Declaration, the Association shall be entitled to recover costs and reasonable attorney's fees.

11.6. Choice of Laws and Venue

This document shall be construed in accordance with the laws of Wisconsin. Any legal action shall be commenced in Pierce County, Wisconsin.

11.7 Rules and Regulations

Additional and supplementary Rules and Regulations concerning the use of the Units and the Common Elements and reasonably relating to the common use and enjoyment thereof may be promulgated and amended from time to time by the Board, provided such Rules and Regulations shall not contravene provisions of the Act, this Declaration or the Bylaws; the Board may assess or levy reasonable fines or other penalties against Unit Owners or Occupants on account of violation of any Rules and Regulations.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

St. Croix Valley Habitat for Humanity, Inc. ("Declarant")

By:

James Farr, Its Executive Director

David Meier, Its Board Chair

Exhibits incorporated and attached:

- A. Plat Maps of the Development
- B. Landscape Design and Final Grading Plan

Subscribed and sworn to before me this 25th day of March, 2013, the above James Farr, Its Executive Director and David Meier, Its Board Chair.

Maxfield E. Neuhaus, Notary Pub

State of Wisconsin

My Commission Is Permanent

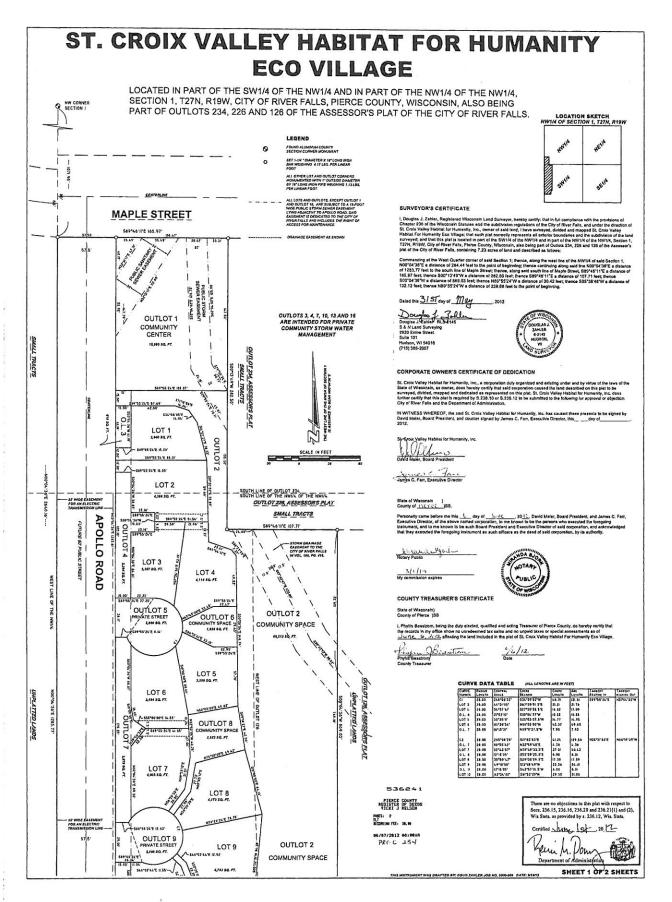
THIS DOCUMENT DRAFTED BY:

MAXFIELD E. NEUHAUS, ATTORNEY

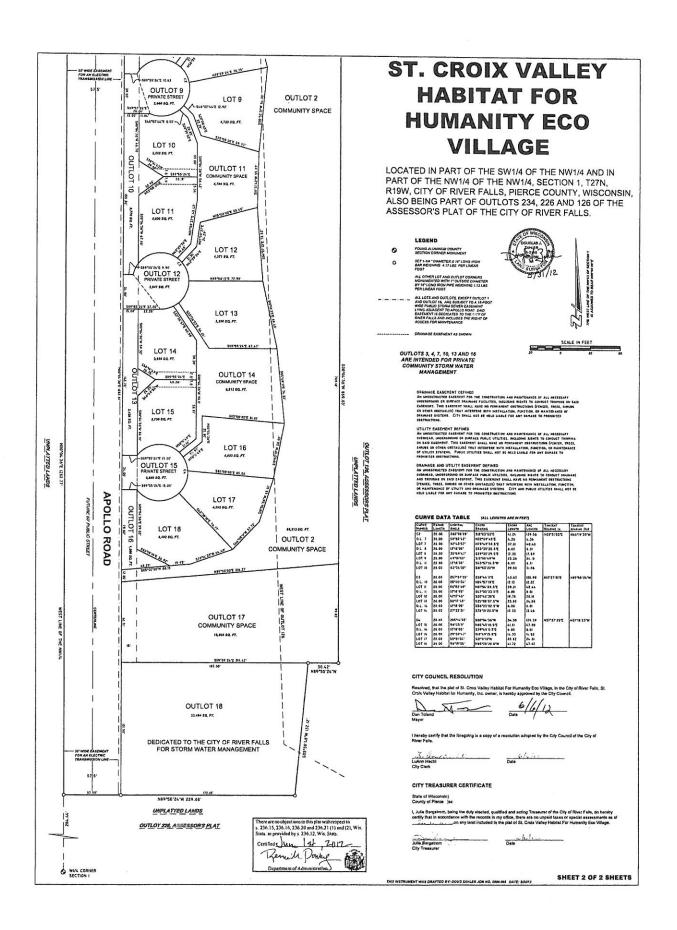
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P. O. BOX 138

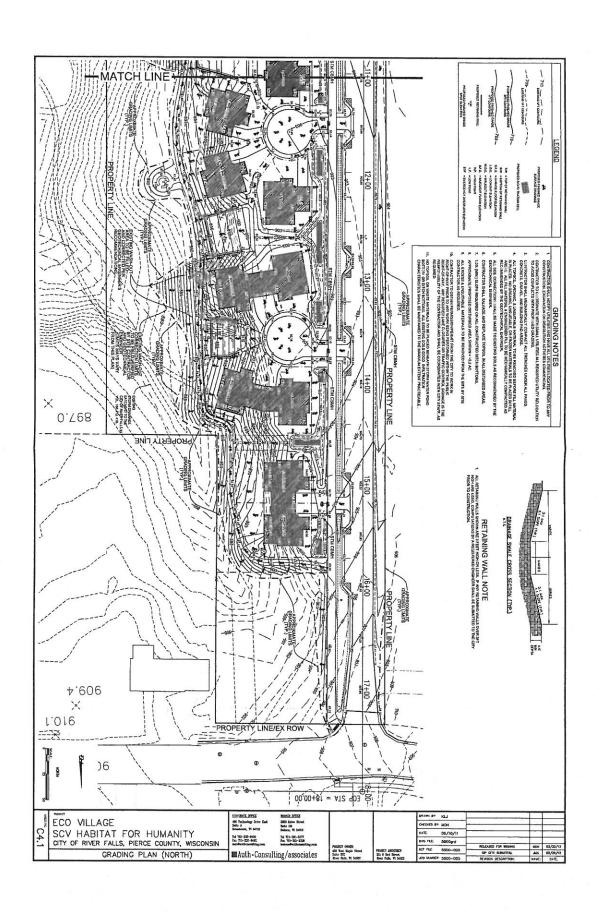
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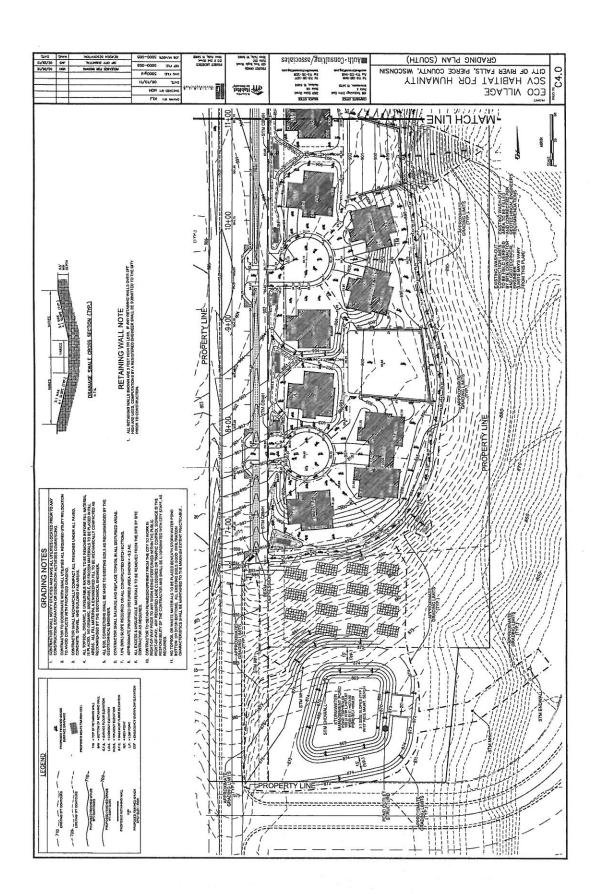
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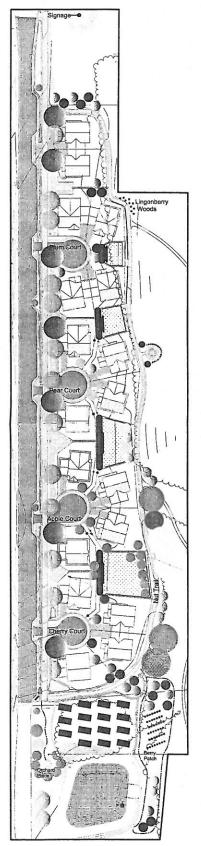














Common Name		Unit
Maple Trees		
Sienna Glen (Sugar) Maole	Aper x ferranii 'Sienna'	
Fail Fiesta (Sugar) Haple	Acer saccharum 'Ballste'	
Apple Trees	1	
Haraison Apple	Malus 'Harabon'	
Macintosh Apple	Malus 'Macintosh'	
Pear Trees		
Luscious Pear	Pyrus communis 'Luscious'	
Parker Pear	Pyrus communic "Parker"	
Cherry Trees	3.0-500000000000000000000000000000000000	
North Star Cherry	Promis cerasus 'North Star'	
Bali Cheny	Prunus 'Ball'	
Plum Trees		
Superior Plum	Prunus 'Superior'	
Toka Phan	Prusus 'Toka'	
Apricot Trees		
Manchunan Apricet	'Scrut'	
Sungold Apricot	'Sunnokt'	
Moongold Apricot	Moongold	
Nut Trees		
American Hazelnut	Corvius americana "Winkler" and "Slubv"	
Black Walnut	Jugtans nigra 'Sparrow'	
	Julans nigra "Snyder"	
Butternut	Juglans cineres	
American Chestnut	Castanea dentata	
Chinese Chestnur	Castanea molissima 'Abundance'	
Berries		
Raspberry	Pubus Boyne'/ Carpine / Nova' mix	
Gooseberry	Rubes 'Phrwell'	
Bueberry	#sconum angustrfolium 'Northblue'	
Lingonberry	Vaccinium argustifolium 'Chippews' Vaccinium vitis-ideae minimus	
Currents	Ribes satirum 'Red Lake'	
Vines	ADES SECTION NEW CARE	
Grape	Vitis 'Edelweiss'	
	VICE PROPERTY	ere and a first



Draft Version 1

Grape arbors/pergolas covering pathways in a few locations

Rain Garden Plants

0011	9::00 2::330	Rain	TYPICAL 10' x 10' RAIN GARDEN PLOT Rain garden to be planted in a grid form as shown in the detail to the left and repeated broughout garden area staggering plots as shown in the plan.						
×4)		10'	A	ain Garden I	Tarings		1162 1162 1168 1168		
		SEC.	ΠΟΝ (Horizontal	scale:	1" = 10' Ve	rtical scale:	1" = 10)	
Key	Scientific Name	Common Name	Quantity per 100 sf	Size	Bloom Time	Bloom Color	Height	Spacing	
Ac	Aquilegia canadensis	Columbine	6	4" pot	May-June	red & yetow	1 to 3"	12"	
As	Asclepias syriaca	Butterfly weed	6	4" pot	July-Sept	orange	1 to 2"	12"	
An	Aster novae-anglise	New England Aster	6	4" pat	Aug-Oct	purple & orange	4 to 5"	12"	
Ca	Ceanothus americanus	New Jersey Tea	6	4° pot	June-Aug	white	1 to 3"	12*	

Em Eupstorium maculatm
Is Internet in United Proposition
L Libris Pyrmostachya
L Lobelia Quenn Victoria
Py Petalostemum purpure
Rh Rucheckla hinra
S Solidago rigida
Za Zizia aurea

New England Aster
New Jersey Tea
Spotted Joe-pye
Wid Jriz
Prarie Blazing Star
Cardinal Rower
Switch Grass
Pusple Prairie Clover
Black-eyed Susan
Soft Goldenrod

| See | Bloom Time | Bloom Color | Height Spacing | 4 npc | 4





122 North 2nd Street River Falls, WI 54022 Ph. (715) 425-9511