

**1170536**

**BETH PABST**

**REGISTER OF DEEDS**

**ST. CROIX CO., WI**

**RECEIVED FOR RECORD**

**08/29/2023 02:07 PM**

**EXEMPT #**

**REC FEE 30.00**

**PAGES: 36**

**\*\*The above recording information  
verifies that this document has  
been electronically recorded  
& returned to the submitter**

Document Number

Document Title

Recording Area

Name and Return Address

After recording please return to:

Mark S. Radke

Felhaber, Larson

220 South Sixth Street, Suite 2200

Minneapolis, MN 55402

261.1356.72.010 through 261.1356.72.220, 261.1356.72.450  
through 261.1356.72.560, and 261.1356.72.580 through  
21.1356.72.670

Parcel Identification Number (PIN)

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS**

**OF**

**MEADOW CROSSING SINGLE-FAMILY**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS**

**OF**

**MEADOW CROSSING SINGLE-FAMILY**

This Declaration of Covenants, Conditions, Restrictions and Easements (the “Declaration”) is made the 30<sup>th</sup> day of June, 2023, by CREATIVE HOME CONSTRUCTION INVESTMENTS, LLC, a Wisconsin limited liability company (the “Developer”), for the purpose of establishing Meadow Crossing Single-Family as a single-family residential housing community.

**WHEREAS**, Developer is the owner of certain real property located in St. Croix County, Wisconsin, legally described in Exhibit A attached hereto, and desire to submit said real property and all improvements thereon (collectively the “Property”) to this Declaration; and

**WHEREAS**, Developer or its assigns has the option to add the real property legally described on Exhibit C attached hereto (the “Additional Property”) to the Property; and

**WHEREAS**, Developer desires to establish on the Property, and any Additional Property added thereto, a plan for a permanent, single-family residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the quality and character of the Property.

**NOW, THEREFORE**, Developer makes this Declaration and Developer and its successors and assigns who have executed consents attached hereto submit the Property to this Declaration as a residential community under the name “Meadow Crossing Single-Family,” consisting of the Units referred to in Section 3, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property, and all Additional Property added thereto, shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall run with the land and be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

**SECTION 1**

**DEFINITIONS**

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

1.1 “Accessory Residential Space” means a separate living space within or outside a Dwelling, located within a Unit having a Dwelling and meeting the requirements established by the A.R.C., the City and in Section 9.2.3.

1.2 “Act” means the Wisconsin Nonstock Corporation Act, Wisconsin Statutes Chapter 181, as amended.

1.3 “Additional Property” means the real property described in Exhibit B attached hereto, and all improvements located thereon, now or in the future, which Additional Property the Developer has the unilateral right to add to the Property.

1.4 “Architectural Review Committee” or “A.R.C.” means the committee of the Association which makes determinations concerning certain architectural standards for the Property.

1.5 “Assessment” means an Assessment levied by the Association pursuant to the Governing Documents.

1.6 “Association” means Meadow Crossing Single-Family Association, Inc., a Wisconsin nonprofit, nonstock corporation created pursuant to the Act, whose members consist of all Owners.

1.7 “Board” means the Board of Directors of the Association as provided for in the Bylaws.

1.8 “Bylaws” means the Bylaws governing the operation of the Association, as amended from time to time.

1.9 “City” means the City of New Richmond, Wisconsin.

1.10 “Common Expenses” means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation and items otherwise identified as Common Expenses in this Declaration or Bylaws.

1.11 “Common Property” means any parts of the Property except the Units, including all improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. The Common Property, if any, as of the date of recording this Declaration, are legally described on the attached Exhibit B.

1.12 “Developer Control Period” means the time period during which Developer has the exclusive right to appoint the members of the Board, as provided in Section 16.5.

1.13 “Developer Rights” means those exclusive rights reserved to Developer as described in Section 16.

1.14 “Dwelling” means a building consisting of one or more floors, designed and intended for occupancy as a detached, single family residence, and located within the boundaries of a Unit. The Dwelling includes any garage attached thereto.

1.15 “Governing Documents” means this Declaration, and the Articles of Incorporation and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.16 “Member” means all persons who are members of the Association by virtue of being Owners. The words “Owner” and “Member” may be used interchangeably in the Governing Documents.

1.17 “Mortgagee” means any Person owning a mortgage on any Unit, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit.

1.18 “Occupant” means any person or persons, other than an Owner, in possession of or residing in a Unit.

1.19 “Owner” means a Person who owns a Unit, but excluding land contract vendors, mortgagees and other parties holding a security interest in a Unit, and Persons holding a remainder interest in a life estate. The term “Owner” includes, without limitation, land contract purchasers and holders of life estates.

1.20 “Person” means a natural individual, corporation, limited liability company, partnership, limited liability partnership, trustee, or other legal entity capable of holding title to real property.

1.21 “Plat” means the recorded plat or part thereof depicting the Property pursuant to the requirements of Wisconsin Statutes Chapter 236, as applicable, including any amended Plat or replat recorded from time to time.

1.22 “Property” means all of the real property now or hereafter subjected to this Declaration, including the Dwellings and all other structures and improvements located thereon now or in the future. The Property is legally described in Exhibit A attached hereto.

1.23 “Rules” means the Rules of the Association as approved from time to time pursuant to Section 6.6.

1.24 “Unit” means any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as described in Section 3.1 and shown on the Plat, including all improvements thereon, but excluding Common Property (if any).

## **SECTION 2**

### **PROPERTY**

2.1 Property. The Property subject to this Declaration is described in Exhibit A attached hereto. Exhibit A may be amended from time to time to include other property, as authorized by Sections 2.2 and 2.3 or to deannex portions of the Property as described in Section 2.4.

2.2 Annexation of Additional Property. The Developer may, but is not obligated to, subject all or any part of the Additional Property described in Exhibit B to this Declaration as part of the Property. This right shall be exercised by the Developer in accordance with the provisions of Section 17 of this Declaration. Any property so annexed may be designated as Common Property or Units.

2.3 Annexation of Other Property. In addition to the Additional Property, other real property may be annexed to the Property and subjected to this Declaration provided that prior approval is granted by (i) the Board, (ii) Developer so long as Developer owns any unsold Unit for sale, and (iii) an amendment to this Declaration describing the annexation and the parcel being annexed shall be executed by the Developer and Association, consented to by any mortgagee of the annexed parcel, and recorded. Any property so annexed may be designated as Common Property or Units.

2.4 Dedication and Deannexation of Property. Portions of the Property may be deannexed and withdrawn from this Declaration subject to the following requirements: (i) the Property shall be owned by the Developer, (ii) the deannexation shall be approved by the Developer and the Board, and (iii) an amendment to this Declaration describing the deannexation and the parcel being deannexed shall be executed by the Developer and Association, consented to by any mortgagee of the deannexed parcel, and recorded. The Association shall also have the power to dedicate or convey reasonable portions of the Property owned by it to any governmental or private Person for private or public purposes, subject to the written consent of the Developer so long as the Developer owns an unsold Unit for sale or has the right to add Additional Property. The portion of the Property which is deannexed shall be automatically released from this Declaration, effective upon the recording of an instrument evidencing such dedication or conveyance; provided that such instrument shall reference this Declaration and the authority contained in this Section.

2.5 Interest Subject to Plan of Development. Every Owner and any secured party or other Person holding or acquiring an interest in a Unit, shall take title or hold such interest subject to the Developer's rights pursuant to this Declaration. Notwithstanding anything to the contrary in this Declaration, the Developer's rights or obligations under the Governing Documents may not be changed in whole or in part without the prior written consent of the Developer, which consent may be granted or denied in the Developer's sole and absolute discretion.

### **SECTION 3**

#### **DESCRIPTION OF UNITS**

3.1 Units. There are forty-four (44) Units, subject to the right of the Developer to add Additional Property or other property thereto as described in Sections 2.2 and 2.3 or to deannex portions of the Property as described in Section 2.4. All Units are restricted to residential use, except as otherwise provided herein. Each Unit constitutes a separate parcel of real estate. The locations of the Units are as shown on the Plat, which is incorporated herein by reference. The legal descriptions of the Units are set forth on Exhibit A attached hereto.

3.2 Unit Boundaries. The front, rear and side boundaries of each Unit are the boundary lines of the platted lot upon which the Dwelling is located or intended to be located as shown on the Plat. The Units have no upper or lower boundaries. All spaces, walls, and other improvements within the boundaries of a Unit are a part of the Unit.

## SECTION 4

### COMMON PROPERTY

4.1 Common Property. Common Property and their characteristics shall be as follows:

4.1.1 All parts of the Property except the Units constitute Common Property. Any Common Property are owned by the Association for the benefit of the Owners and Occupants.

4.1.2 Any Common Property are subject to (i) easements as described in this Declaration and (ii) the right of the Association to establish reasonable Rules governing the use of the Property.

4.1.3 Except as otherwise expressly provided in the Governing Documents, all maintenance, repair, replacement, management and operation of any Common Property shall be the responsibility of the Association.

4.1.4 Common Expenses for the maintenance, repair, replacement, management and operation of the Common Property shall be assessed and collected from the Owners in accordance with Section 7.

## SECTION 5

### ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association, shall be governed by the following provisions:

5.1 Membership. Each Owner shall be a Member solely by reason of owning a Unit, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be Members, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

5.2 Voting and Common Expenses. Voting rights and Common Expense obligations are allocated among the Units as follows:

5.2.1 Each Unit is allocated one (1) vote in the affairs of the Association.

5.2.2 Subject to Sections 7.4 and 7.5, the Common Expenses shall be allocated and assessed against the Units equally.

Such rights and obligations are reallocated on the same basis as other Units are annexed to the Property.

5.3 Appurtenant Rights and Obligations. The ownership of a Unit includes the voting rights and Common Expense obligations described in Section 5.2. Said rights and obligations, and the title to the Units, cannot be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit, separate from the title to the Unit is void. The allocation of the rights and obligations described in this Section may not be changed, except in accordance with the Governing Documents.

5.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association. However, if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in Section 3 of the Bylaws.

## SECTION 6

### ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

6.1 General. The operation and administration of the Association and the Property are governed by the Governing Documents and the Rules. The Association is responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents and the Act. All powers exercisable by the Association are vested in the Board, unless action or approval by the Owners is specifically required by the Governing Documents or the Act. All references to the Association mean the Association acting through the Board unless specifically stated to the contrary.

6.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the Governing Documents, (ii) maintaining, repairing and replacing those parts of the Property and other improvements (if any) for which the Association is responsible pursuant to Section 10 and (iii) preserving the value and architectural character of the Property.

6.3 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the Governing Documents shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties.

6.4 Bylaws. The Association shall have Bylaws. The Bylaws govern the operation and administration of the Association, and are binding on all Owners, Occupants and other Persons owning or acquiring any interest in the Property.

6.5 Management. The Board has authority to select a manager or managing agent and to delegate the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation does not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and the Act.

6.6 Rules. The Board has authority to approve and implement such reasonable Rules as deemed necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property. The Rules shall be consistent with the Governing Documents. The inclusion in other parts of the Governing Documents of authority to approve Rules is in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules are effective only after reasonable notice thereof has been given to the Owners.

6.7 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

## SECTION 7

### ASSESSMENTS

7.1 General. Assessments shall be assessed and levied against the Units subject to the requirements and procedures set forth in this Section 7 and the Bylaws. Assessments shall include annual Assessments under Section 7.2, and may include special Assessments under Section 7.3 and limited Assessments under Section 7.4. Annual and special Assessments shall be allocated among the Units in accordance with the allocation formula set forth in Section 5.2; provided, that the Board may allocate a reduced share of an annual or special assessment against those Units which are unimproved or unoccupied to reflect reduced services received from the Association. Limited Assessments under Section 7.4 are allocated to Units as set forth in that Section.

7.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association, which are to be shared by all Units in accordance with the allocation set forth in Section 5.2. Annual Assessments shall be payable in equal monthly, quarterly or annual installments, as directed by the Board.

7.3 Special Assessments. In addition to annual Assessments, and subject to the limitations set forth hereafter, the Board may levy in any Assessment year a special Assessment against all Units in accordance with the allocation formula set forth in Section 5.2. Among other



things, special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Common Expense.

7.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion, levy and allocate limited Assessments among only certain Units in accordance with the following requirements and procedures:

7.4.1 Any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Unit or Units benefited.

7.4.2 Fees for the use of common amenities (if any) may be assessed equally or in proportion to use.

7.4.3 Reasonable attorneys' fees and other costs incurred by the Association in connection with (i) the collection of Assessments and (ii) the enforcement of the Governing Documents and the Rules against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

7.4.4 Late charges, fines and interest may be assessed as provided in Section 14.

7.4.5 Assessments levied to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to those Units' Common Expense liabilities.

7.4.6 If any damage to the Common Property or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

7.4.7 If any Assessment or installment of an Assessment becomes more than thirty days past due, then the Association may, upon ten days written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.

7.4.8 If Common Expense liabilities are reallocated for any purpose, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Assessments levied under Sections 7.4.1 through 7.4.6 may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under this Section 7.

7.5 Working Capital Fund. There shall be established a working capital fund for the Association to meet unforeseen Association expenditures or for the Association to purchase additional equipment or services during the Association's beginning years of operation. There shall be contributed to the Association's working capital fund on a one-time basis for each Unit sold an amount equal to two (2) months installments of the estimated annual Assessment per Unit. The contribution shall be paid at time of closing of sale of the Unit to purchaser other than

a Developer. The contributions to this fund are in addition to the regular installments of Assessments.

7.6 Liability of Owners for Assessments/Developer Exemption. Subject to Section 7.6.3, the obligation of an Owner to pay Assessments is as follows:

7.6.1 The Owner at the time an Assessment is payable with respect to that Owner's Unit is personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit.

7.6.2 The Owner's liability is absolute and unconditional, unless otherwise modified by law or this Declaration. Except as provided in Section 7.6.3, no Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act.

7.6.3 The Developer, and any Unit owned by the Developer, are exempt from Assessments and Assessment liens until a certificate of occupancy (or similar approval) has been issued by the City with respect to a Dwelling located in such Unit. A builder approved by the Developer may have a similar exemption from liability for Assessments and Assessment liens if granted in writing by the Developer.

7.7 Assessment Lien. Subject to Section 7.6, the Association has a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association are liens, and are enforceable as Assessments, under this Section 7. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 7, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

7.8 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Unit under the laws of the state of Wisconsin in substantially the same manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Unit.

7.9 Lien Priority; Foreclosure. A lien under this Section 7 is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration,

(ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. The holder of a first mortgage on a Unit which acquires title to the Unit by foreclosure or a deed in lieu of foreclosure shall take title to the Unit free and clear of all Assessment liens encumbering the Unit and Assessments payable in the period prior to the acquisition of title to the Unit by the mortgage holder. At such time as the first mortgage holder takes title to the Unit, it shall be obligated to pay Assessments levied against the Unit and payable during the period when it holds title to the Unit.

7.10 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Unit the buyer shall not be personally liable for any unpaid Assessments or other charges made by the Association against the seller or the seller's Unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments shall remain against the Unit until released or satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Unit, including all Assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, the seller and the buyer.

## SECTION 8

### RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

8.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

8.2 Subdivision Prohibited. No Unit nor any part of the Common Property (if any) may be subdivided or partitioned without the prior written approval of the Owners at an Association meeting, any governmental authorities having jurisdiction over the Property, and any secured parties holding first mortgages on any Units affected. The dedication or de-annexation of a portion of the Property pursuant to Section 2.4 shall not be deemed a subdivision or partition.

8.3 Residential Use. Except as provided in Section 8.4, the Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential Units. An Owner may delegate, in accordance with the Governing Documents, the Owner's right of use and enjoyment of the Unit to persons living in the Unit pursuant to a legal right of possession; provided, that such persons shall be subject to the Governing Documents and the Rules.

8.4 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on any Unit or the Common Property (if any) except:

8.4.1 An Owner or Occupant may maintain a home occupation in the Owner's Dwelling and handle matters relating to such home occupation by telecommunications or correspondence therefrom, but only if the use (i) is incidental to the residential use of the Unit, (ii) does not involve physical alteration of the Unit visible from the exterior of the Unit, (iii) does not involve any observable business activity such as signs, advertising displays, frequent deliveries, or use of the Unit by customers or employees, and (iv) complies with any additional requirements contained in the Rules and the Governing Documents, or in any governmental laws, codes, rules, statutes or ordinances.

8.4.2 The Association may maintain offices on the Property for management and related purposes.

8.4.3 Developer, or a builder authorized by the Developer, may maintain offices, sales facilities, model homes and other business facilities on the Property in connection with the exercise of its construction or sales activities.

8.5 Leasing. Leasing of Units is allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that no Unit shall be leased for transient or hotel purposes, (ii) that no Unit may be subleased, (iii) that a Unit must be leased in its entirety, not by room, Accessory Residential Space, or other part, (iv) that all leases shall be in writing, and (v) that all leases shall provide that they are subject to the Governing Documents and the Rules, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules as may be necessary to implement procedures for the leasing of Units, consistent with this Section.

8.6 Parking/Vehicles/Personal Property. Vehicles of any type owned or used by Owners or Occupants shall only be parked or kept within the Owner's Unit, subject to the provisions of this Section. Garages shall not be used for storage or other purposes so that they become unavailable for parking vehicles and keeping incidental personal property. No Person shall perform maintenance, repair or restoration work on any vehicle on the Property except for their own vehicles, and then only (i) within the Owner's garage, or (ii) for emergency repairs. Notwithstanding anything to the contrary in this Section, commercial vehicles shall not be parked or stored on the Property, except (i) one van or pick-up truck currently and regularly used in the Owner's or Occupant's occupation, or (ii) within a garage, or (iii) on a temporary basis in connection with construction work on a Unit or deliveries. Travel trailers, pickup campers or coaches, motorized dwellings, trailers, snowmobiles, fish house, ATV's, boats and other watercraft and their trailers shall not be used on a Unit for living, sleeping or housekeeping purposes nor shall such equipment or vehicles be parked on any Unit or street for a period longer than forty-eight (48) consecutive hours in any single week. No abandoned vehicle (any automobile, van, motorcycle, or other motorized vehicle parked in the same location without use for more than seventy-two (72) consecutive hours) shall be parked on any Unit or street. The Association shall have the authority to establish Rules to further regulate and restrict outside

storage and parking of passenger vehicles, trucks, trailers, watercraft, recreational vehicles and all other kinds of personal property.

8.7 Pets. Only dogs, cats, small birds and fish, and other animals generally recognized as domestic household pets (collectively referred to as "pets") may be kept on the Property, subject to the conditions set forth in this Section.

8.7.1 Rules may be adopted by the Association to regulate pets on the Property.

8.7.2 Pets shall be kept solely as domestic household pets and/or as statutorily authorized "service animals" used by handicapped persons, and not for any other purpose. No animal of any kind shall be raised or bred, or kept for business or commercial purposes by any Person upon any part of the Property.

8.7.3 No pet shall be allowed to make an unreasonable amount of noise, nor to become a nuisance or a threat to the safety of others.

8.7.4 Pets may be housed only within the Dwellings. No structure, fence or enclosure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Property, except as approved pursuant to Section 9.

8.7.5 Pets shall be under control at all times when outside the Dwelling.

8.7.6 An Owner shall be liable to the Association for the cost of repair of any damage to the Property, or the expenses associated with any personal injury, caused by animals kept within that Owner's Unit.

8.8 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests have a right of quiet enjoyment in their respective Units. The Property shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, or interfere with the use and quiet enjoyment of the Property by other Owners and Occupants and their invitees.

8.9 Compliance with Law. The Property shall be used in compliance with municipal codes or ordinances, and state and federal laws. No Person shall cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association, or any Owner or Occupant.

8.10 Alterations. Except for those made by Developer or authorized builders in connection with the sale of a Unit or construction of the first Dwelling thereon, no alterations (as defined in Section 9) may be made, or caused or allowed to be made, in any part of the Common Property (if any), or in any part of a Unit which is visible from the exterior of the Unit, without approval pursuant to Section 9.

8.11 Ponds, Wetlands and Trees. Ponds, marshes, wetland areas, vegetation and trees, whether located on a Unit or on Common Property (if any), and whether natural or otherwise, shall be maintained in substantially the same condition as originally established, subject only to

(i) changes authorized by the A.R.C. consistent with all statutes, requirements, rules and regulations imposed on such areas and items by governmental authorities having jurisdiction over the Property and (ii) the prior approval of any governmental authorities, if required. No cutting, mowing, trimming, draining, dredging or other alteration of such areas and items shall be permitted, except as authorized by this Section 8.11, it being the intention that such areas and items remain and be maintained in a substantially natural condition, and subject to natural changes. In addition, the trees planted on each Unit by or at the direction of Developer are a requirement of the Landscaping Plan approved by the City and may not be removed except for replacement in the event a tree dies.

8.12 Drainage. No structure or other improvement shall be erected or maintained, nor shall any fill or other material be placed in a drainage easement area, which may damage, interfere with, change the direction of or impede the flow of water over the drainage easement area.

8.13 Temporary Structures. No structure or other improvement of a temporary character such as, but not limited, to manufactured housing, shacks, sheds, or accessory buildings or structures, shall be erected, kept or maintained on the Property, except two pieces of playground equipment (one of which may be a playhouse) or except as otherwise authorized pursuant to Section 9. The restrictions in this subsection 8.13 shall not apply to structures authorized or used the Developer or builders in connection with the original development of a unit or original construction of a Dwelling on the Unit

8.14 Signs. No sign or comparable device of any kind shall be placed, erected or maintained on the Property except (i) one customary unlighted "For Sale" or "For Rent" sign per Unit (except corner Units shall be permitted one such sign per side of the Unit that fronts on a street) of not more than eight square feet advertising the Unit for sale or rent, (ii) within 45 days prior to an election date, two unlighted political signs of not more than eight square feet per sign, (iii) not more than twice per year, and limited to five days each time, not more than two signs, each of not more than eight square feet, advertising a yard sale, and (iv) the permanent entrance signs and monuments erected by the Developer to identify the Property and temporary signs erected by the Developer for other business and/or construction related purposes.

8.15 Outdoor Garbage Receptacles. No outside incinerators, trash burners or garbage receptacles shall be installed or erected on any Unit. Garbage receptacles and recyclable materials shall be kept indoors, in the garage or other enclosed areas except on days when garbage is being collected. This Section however does not prohibit the use of outdoor barbecues or fireplaces.

8.16 Time Share Ownership. No Unit may be sold under or subjected to any time-sharing, time-interval or similar right-to-use programs, unless approved in writing by the Board.

8.17 Access to Units. In case of emergency, the yard areas of all Units are subject to entry, without notice and at any time, by an officer or member of the Board, by the management agent of the Association, or by any public safety personnel. Reasonable access is also authorized

for maintenance purposes under Sections 9 and 10 and for enforcement purposes under Section 14.

## SECTION 9

### ARCHITECTURAL STANDARDS

9.1 Restrictions on Alterations. One of the purposes of this Declaration is to ensure that those parts of the Dwellings and other parts of the Units which are visible from the exterior be kept architecturally attractive and substantially uniform in appearance. Therefore, the following restrictions and requirements shall apply to alterations on the Property, except as set forth in Section 9.6:

9.1.1 Except as expressly provided in this Section 8, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Unit which affects the Common Property or another Unit, or which is visible from the exterior of the Dwelling (collectively referred to as “alterations”), shall be commenced, erected or maintained, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board or a committee appointed by it. In addition, the Developer’s written consent shall also be required for alterations so long as the Developer owns a Unit for sale or has a right to add Additional Property.

9.1.2 The Board may appoint, supervise and disestablish an architectural committee, and specifically delegate to it part or all of the functions which the Board exercises under this Section 9, in which case the references to the Board shall refer to the architectural committee where appropriate. The architectural committee shall be subject to the supervision of the Board.

9.1.3 The Board shall establish the criteria for approval of alterations, which shall include and require, at a minimum:

9.1.3.1 substantial uniformity of color, type and design in relation to existing Dwellings and other improvements to the Property;

9.1.3.2 comparable or better quality of materials as used in existing improvements on the Property;

9.1.3.3 ease of maintenance and repair;

9.1.3.4 adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations;

9.1.3.5 substantial preservation of other Owners’ sight lines, if material;

9.1.3.6 substantial preservation of trees, vegetation and shorelines; and

9.1.3.7 compliance with governmental laws, codes and regulations.

The Board, or the appointed architectural committee if so authorized by the Board, in its sole discretion, may impose standards for design, appearance, construction, or development which are greater or more stringent than standards prescribed by the Governing Documents, or by building, zoning, or other governmental laws, codes, or regulations; provided that such standards shall be consistent with the architectural character and use of the Property as planned and developed by the Developer. The Board, or the appointed architectural committee if so authorized by the Board, shall be the sole judge of whether such criteria are satisfied, and its determination in this regard shall be binding upon the Owner.

9.1.4 Approval of alterations which cause a minor encroachment upon the Common Property or another Unit shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the alterations are approved, notwithstanding any contrary requirement in the Governing Documents. A file of the Board resolutions approving or denying all requests for alterations shall be maintained permanently as a part of the Association's records.

9.2 Review Procedures. The following procedures shall govern requests for alterations under this Section:

9.2.1 Detailed plans, specifications and related information regarding any proposed alteration, in form and content acceptable to the Board, shall be submitted to the Board and to Developer (if applicable) at least thirty (30) days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.

9.2.2 The Board and Developer (if applicable) shall give the Owner written notice of approval or disapproval. The Board shall have the right and authority to approve, conditionally approve or deny requests for alterations in its sole absolute discretion. If the Board and Developer (if applicable) fail to approve or disapprove within thirty (30) days after receipt of said plans and specifications and all other information requested by the Board and Developer (if applicable), then approval shall be deemed to be denied.

9.2.3 If no request for approval is submitted, approval shall be deemed to be denied.

9.3 Remedies for Violations. The Association may undertake any measures, legal, equitable or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and other professional fees and costs of evaluation, investigation and enforcement incurred by the Association, whether or not a legal action is started. Such fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, upon reasonable notice, the Association shall have the right to enter the Owner's Unit and to restore any part of the



Dwelling or Unit to its prior condition if the alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Unit.

9.4 Owner Responsibility/Indemnity. The Owner who causes an alteration to be made, regardless of whether the alteration is approved by the Board, shall be responsible for the construction work and any claims, damages, losses or liabilities arising out of the alterations, and to ensure that the work approved by it satisfies all applicable municipal requirements. The Owner shall hold harmless, indemnify and defend the Developer, the Association, and their respective officers, directors and committee members, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorneys' fees and other professional fees and costs, arising out of (i) any alteration which violates any governmental laws, codes, ordinances or regulations; (ii) the adequacy of the specifications or standards for construction of the alterations; and (iii) the construction of the alterations.

9.5 Review Fees. The Board may adopt a schedule of reasonable fees for processing applications for architectural approval. The fees, if any, shall be payable to the Association at the time that the application is submitted to the Board. The fees, as well as other expenses of the Board required to be paid, shall be deemed to be an Assessment against the Unit with respect to which the application is made.

9.6 Exemptions. The requirements set forth in this Section 8 (except Section 8.4) shall not apply to the following:

9.6.1 Construction undertaken or authorized by Developer in connection with its completion of improvements to the Property and the completion and sale of the Dwellings and Units.

9.6.2 Certain types of antennae and satellite dishes may be installed, following application to the Board, to the extent permitted by federal law and the Rules and Regulations consistent therewith.

## **SECTION 10**

### **MAINTENANCE**

10.1 Maintenance by Association. The maintenance obligations of the Association are as follows:

10.1.1 The Association shall maintain the Common Property (if any), and the neighborhood entrance monument(s) which serve the Property.

10.1.2 The Association shall maintain and otherwise provide for the management of the turf, sidewalk and snow removal adjacent to City owned property and stormwater management areas in accordance with the open space maintenance plan approved by the City.

10.1.2 The Association shall provide for general repair and replacement of mailboxes that serve the Units of the Property, except locks and keys.

10.1.3 The Association may, at the discretion of the Board, provide for (a) removal of trash and recyclables from the Units; and/or (b) the maintenance, repair and/or replacement of other Improvements within the yard areas of the Units.

10.1.4 The Association shall perform any maintenance obligation it may have under any agreement, now or hereafter entered into, with the City or another third Person.

10.1.5 In the event the Association fails to perform any of its obligations set forth herein, the City may provide written notice to the Association regarding the Association's failure to perform its obligations, which notice shall specifically describe the maintenance, repair or replacement which the Association has failed to provide. If the Association fails to provide the maintenance, repair or replacement described in the City's notice within thirty days following the Association's receipt of the City's notice, the City may, but shall not be obligated, to enter upon the Property and perform the maintenance, repair or replacement described in the City's notice. The costs and expenses incurred by the City in performing such maintenance, repair or replacement shall be deemed for the benefit of all Units constituting part of the Property, notwithstanding that said work was performed only on the Common Property, and shall be considered a special charge pursuant to Wisconsin Statutes Section 66.0627 which may at the City's option be charged back proratably against the property tax bill of each Unit constituting a part of the Property. The City shall have no liability for property damage or personal injury that may result from its work performed pursuant to this provision, except for damage or injury caused by the negligent or intentional acts of the City, its agents, employees or contractors, subject to all defenses, immunities and liability limitations available to the City under Wisconsin law.

10.2 Maintenance by Owner. The maintenance obligations of the Owners are as follows:

10.2.1 Subject to Section 10.1, all maintenance of the Dwelling, Unit and all improvements located within the Unit shall be the sole obligation and expense of the Owner of the Unit. Exterior maintenance for which the Owner is obligated must be performed in accordance with any standards established by the Association.

10.2.2 Subject to Section 10.1, the Owners or Occupants shall mow and otherwise maintain the boulevards adjacent to their Units, including but not limited to maintaining, trimming and replacing trees located in the boulevard adjacent to their respective Units. Any tree located in a Unit or in the boulevard adjacent to a Unit that dies or becomes diseased shall be replaced by the Owner of the Unit with a tree of the same species and of a reasonable size.

10.2.3 Subject to Section 10.1, the Owners or Occupants shall be responsible for snow removal from all public sidewalks adjacent to the Owner's or Occupant's Unit.

10.2.4 The Owners or Occupants shall irrigate and maintain the yard areas of the Owner's or Occupant's Unit in a green and healthy condition.

10.2.5 All drainage easements within a Unit as shown on the recorded plat for the Property or as described in other recorded instruments shall be maintained by the Owner or Occupant of the Unit in a condition that will continuously permit the free flow of water over the drainage easement without change of direction or impediment.

10.2.6 Notwithstanding anything to the contrary in the Governing Documents, the expense of any maintenance, repair or reconstruction of the Property or other areas maintained by the Association necessitated by the acts or omissions of an Owner or Occupant shall be paid by the responsible Owner.

10.2.7 If any exterior maintenance required to be performed by an Owner pursuant to Section 10.2 is not, in the judgment of the Board, performed as required under Section 10.2, the Board may provide written notice to the responsible Owner describing the maintenance, repair or correction that has not been performed and demanding that such maintenance, repair or correction be provided within thirty days thereafter, or if such work cannot be performed within thirty days a stated period of time reasonable for completion thereof. If the maintenance, repair or correction is not completed within the time specified in the notice, the Association may undertake such maintenance, repair or correction which the responsible Owner failed to or improperly perform, and charge and assess the responsible Owner's Unit for the cost thereof and the cost shall be a personal obligation of the Owner and a lien against the Owner's Unit.

## SECTION 11

### INSURANCE

11.1 Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the state of Wisconsin, as follows:

11.1.1 Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent of the insurable "replacement cost" of improvements (if any) which the Association is obligated to maintain, less deductibles, exclusive of land and other items normally excluded from coverage. The policy or policies shall also cover personal property owned by the Association.

11.1.2 Comprehensive public liability insurance covering the Common Property (if any), and the use, operation and maintenance of lands or improvements which the Association is obligated to maintain against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects

similar in type, location and use to the Property. The policy shall have minimum limits of One Million Dollars per occurrence. The policy shall, if reasonably available, contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants.

11.1.3 Insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or other persons responsible for handling funds belonging to or administered by the Association, if deemed to be advisable by the Board or required as a precondition to the purchase, insuring or financing of a mortgage on a Unit.

11.1.4 Workers’ Compensation insurance as required by law.

11.1.5 Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

11.2 Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as annual Assessments, and allocated among the Units as determined by the Board consistent with the Governing Documents. The Association may, in the case of a claim for damage or personal injury with respect to improvements (if any) which the Association maintains (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly.

11.3 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and mortgagees which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association. Subject to Section 12.1.4, the Association, or any insurance trustee selected by it, shall use the proceeds from property insurance on a damaged improvement solely to repair and reconstruct the damaged improvement, and not for any other purpose.

11.4 Required Policy Provisions. All policies of property insurance carried by the Association shall, if such provisions are reasonably available, provide that:

11.4.1 Each Owner and Unit mortgagee is an insured Person under the policy with respect to liability arising out of the Owner’s interest or membership in the Association.

11.4.2 The insurer waives its right to subrogation under the policy against any Owner or member of the Owner’s household and against the Association and members of the Board.

11.4.3 No act or omission by any Owner or mortgagee of a Unit, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy.

11.4.4 If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary insurance (subject to Section 11.2).

11.5 Cancellation; Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty days' prior written notice to the Association, and all of the insureds.

11.6 Restoration in Lieu of Cash Settlement. All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any insurance trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

11.7 Owner's Personal Insurance. It is the obligation of each Owner to obtain personal insurance coverage at his or her own expense covering fire and other casualty to the Owner's Dwelling and other insurable improvements located within the Owner's Unit, and public liability insurance covering the Owner's Unit. All insurance policies maintained by Owners shall, if possible, provide that they are without contribution as against any insurance purchased by the Association, except as to deductibles under Section 11.2.

## SECTION 12

### RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

12.1 Reconstruction. In the event of a casualty on or to any portion of the Property, the obligations and procedures for the repair, reconstruction or disposition of the damaged improvements shall be governed by the following provisions:

12.1.1 All repair and reconstruction of the damaged improvements shall be commenced promptly following the casualty and shall be carried through diligently to conclusion. The Association shall be responsible for the repair and reconstruction of improvements to the Common Property (if any) and the Owners shall be responsible for the repair and reconstruction of improvements to their respective Units.

12.1.2 All repair and reconstruction shall be approved pursuant to Section 9. The repair and reconstruction shall be in accordance with the requirements of all applicable zoning, subdivision, building, and other governmental regulations.

12.1.3 Notice of substantial damage or destruction to any portion of the Property shall be promptly given to the Association by the Owner of the damaged improvements.

12.1.4 Notwithstanding the foregoing, repair and reconstruction of a Dwelling or other improvement need not be undertaken if the Association, the Owner and the Owner's mortgagee agree in writing that the damaged improvements need not be repaired and reconstructed. If such an agreement is made, the ruins and debris of any damaged improvements shall promptly be cleared away and the damaged portion of the Property shall be left in an orderly, safe and slightly condition.

12.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Common Property (if any) by condemnation or eminent domain, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their mortgagees, as their interests may appear. With respect to the taking of all or part of a Unit, the Owner of the Unit shall negotiate and settle all claims, subject to the rights of any mortgagee of the Unit.

## SECTION 13

### EASEMENTS

Each Unit, the Common Property (if any), and the rights of the Owners and Occupants therein, shall be subject to or beneficiary of (i) the appurtenant easements and rights granted and reserved in this Section 13, and (ii) other appurtenant easements and rights of record as referenced herein.

13.1 Drainage Easements. There are non-exclusive drainage easements in favor of the public on, under and across the Property as shown on the recorded plat for the Property or as described in other recorded instruments. No structure or other improvements shall be erected or maintained, nor shall any fill or other material be placed in an easement area which may change the direction or impede the flow of water over any drainage easements.

13.2 Access Easements. Each Unit is the beneficiary of a non-exclusive easement for access to a public street or highway on or across those portions of the Common Property (if any) designated for use as streets or trails, as shown on the Plat or otherwise designated by the Association, subject to any restrictions imposed pursuant to the Governing Documents.

13.3 Use and Enjoyment Easements. Each Unit is the beneficiary of a nonexclusive easement for use and enjoyment on and across the Common Property (if any), subject to any restrictions authorized or imposed pursuant to the Governing Documents.

13.4 Easement for Encroachments. If there is a minor encroachment by a Dwelling, or other improvement onto another Unit or the Common Property as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of the encroaching Dwelling or other improvement, and for the maintenance thereof, shall exist; provided, that with respect to improvements added pursuant to Section 9, no easement shall exist unless the same have been approved, and the proposed improvements constructed, as required by

this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

13.5 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, are subject to the rights of the Association to a non-exclusive, appurtenant easement on and over the yard areas of Units for the purposes of access to and maintenance, repair, replacement and reconstruction of utilities and other common improvements serving more than one Unit, to the extent necessary to fulfill the Association's obligations.

13.6 Utility Easements. The Property is subject to non-exclusive, appurtenant easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair and replacement of all utilities, such as natural gas, electricity, cable TV, telephone, data and other electronic communications, water, sewer, septic systems, wells, and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property, or which are referred to in the Plat or otherwise described in this Declaration or any other duly recorded instrument. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Units for all such utilities and services; provided, that the utilities and services shall be installed, used, maintained and repaired so as not to interfere with the reasonable use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Units or Dwellings.

13.7 Developer Easements. Developer shall have and be the beneficiary of exclusive easements for the exercise of its Developer Rights

13.8 Association Access. There is an exclusive easement in favor of the Association, including without limitation any management agent or service vendor retained by the Association, for access on and across the Property and the yard areas of Units, for the purpose of (i) performing the Association's obligations under the Governing Documents, (ii) to maintain, repair and replace any retaining wall or barrier that supports, affects or impacts Common Property (if any), (iii) to maintain, repair and replace any retaining wall or barrier that is a continuation of any retaining wall required to be maintained by the Association or that is partially located across Common Property (if any), and (iv) to mow or otherwise maintain the street side of a landscape berm located adjacent to a public street, lane or thoroughfare. Except in the event of emergencies, this easement shall be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant directly affected.

13.9 Emergency Access to Units. In case of emergency, the yard areas of all Units are subject to an easement for access, without notice and at any time, by officers or members of the Board, by the Association's management agents, or by any public safety personnel.

13.10 Project Sign Easements. Developer shall have the right to erect and maintain monument signs and related improvements identifying the community on Units subject to sign easements. Those parts of the Property on which monument signs or related decorative improvements are located are subject to appurtenant, exclusive easements in favor of the

Association for the continuing use, maintenance, repair and replacement of said signs and related improvements. Any Person exercising the rights granted under said easements shall take reasonable care to avoid damaging the improvements to the Property and shall repair any damage caused by it.

13.11 Other Easements. The Property is subject to such other easements as may be recorded against it or otherwise shown on the Plat.

13.12 Continuation, Scope and Conflict of Easements. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration, or otherwise recorded, and shall include reasonable access to the easement areas through the yard areas of Units and the Common Property (if any) for purposes of maintenance, repair, replacement and reconstruction.

13.13 Easements are Appurtenant. All easements and similar rights burdening or benefiting a Unit or any other part of the Property shall run with the land, and shall be permanent, subject only to termination in accordance with law or the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

13.14 Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property, subject to the Declaration and the right of the Association to establish and enforce reasonable Rules governing the use of the Property.

13.15 Benefit of Easements. All easements benefitting a Unit shall benefit the Owners and Occupants of the Unit, and their families and guests. However, an Owner who has delegated the right to occupy the Unit to an Occupant or Occupants, whether by a lease or otherwise, does not have the use and other easements rights in the Property during such delegated occupancy, except as a guest of an Owner or Occupant or in connection with the inspection of the Unit or recovery of possession of the Unit from the Occupant pursuant to law.

## SECTION 14

### COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Governing Documents and the Rules, and such amendments thereto as may be made from time to time, and the decisions of the Association with respect to matters over which each has authority.

14.1 Entitlement to Relief. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, nor take or omit other action in



violation of the Governing Documents or the Rules as a measure to enforce such Owner's position, or for any other reason.

14.2 Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents or the Rules:

14.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

14.2.2 Impose late charges of up to the greater of twenty dollars or fifteen percent of the amount past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the first month after the Assessment or installment was due .

14.2.3 In the event of default of more than thirty days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent Assessments or installments thereof, together with all attorneys' fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

14.2.4 Impose reasonable fines, penalties or charges for each violation of the Governing Documents or the Rules.

14.2.5 Suspend the rights of any Owner to vote when the Assessments due with respect to the Owner's Unit are past due, and suspend the rights of any Owner or Occupant and their guests to use any common amenities; provided, that the suspension of use rights shall not apply to those portions of the Common Property providing utilities service and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to thirty days thereafter, for each violation.

14.2.6 Restore any portions of the Common Property damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

14.2.7 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents.

14.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Sections 14.2.4 or 14.2.5, the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The Association shall give to the offender written notice of the nature of the violation and the right to a hearing, and the offender

shall be given at least ten days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the Board, and with at least ten days' prior written notice to the offender. If the offender fails to timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

14.4 Lien for Charges, Penalties, Etc. Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as Assessments under Section 7. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board makes a written decision at or following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the Association's right to pursue any others.

14.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Governing Documents or Rules, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys' fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of such Owner and shall be a lien against such Owner's Unit.

14.6 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of any part of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

14.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents or the Rules as provided therein.

14.8 Pre-Litigation Requirement. Notwithstanding anything to the contrary contained herein, any litigation, administrative proceeding or other legal action instituted or intervened in by or in the name of the Association, exclusive of (i) any action to collect Assessments or

foreclose Assessment liens, or (ii) to enforce the Governing Documents or the Rules, is subject to prior approval by the Owners of Units to which are allocated in excess of fifty percent (50%) of the total votes in the Association.

## **SECTION 15**

### **AMENDMENTS**

15.1 Approval Requirements. Except for amendments by Developer pursuant to Section 16, this Declaration may be amended only by the approval of:

15.1.1 The Board;

15.1.2 Owners who have the authority to cast at least fifty percent (50%) of the total votes in the Association, except that any amendment which changes the basic allocation of voting rights and Common Expense obligations described in Section 5.2 of this Declaration shall require unanimous approval;

15.1.3 The percentage of Mortgagees (based upon one vote per Unit financed) required by Section 18 as to certain amendments referenced by said Section; and

15.1.4 Developer as to certain amendments as provided in Section 16.6.

15.2 Procedures. If any provision of this Declaration, the Bylaws, or the Articles requires the vote or consent of the Owners as a condition for the approval or effectiveness of an amendment to this Declaration, the Bylaws, or the Articles, the affirmative vote or consent of an Owner shall be deemed to be granted if the Association sends notice and a copy of the amendment, by certified United States mail, postage prepaid and return receipt requested, and (i) if a vote is conducted, the Owner's vote is not cast against the proposed amendment, or (ii) if consent is requested, the Owner's written refusal to consent is not received by the Association within sixty (60) days after notice is mailed. Subject to the foregoing, approval of the Owners shall be obtained in accordance with the procedures set forth in the Bylaws and other required approvals shall be in writing. Any amendment shall be subject to any greater requirements imposed by this Declaration. The amendment shall be effective when recorded in the office of the appropriate recording office in the county in which the Property is located. An affidavit by the President or Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

## **SECTION 16**

### **DEVELOPER RIGHTS**

Developer hereby reserves the exclusive authority to exercise the following Developer Rights for as long as it owns a Unit or has an unexpired right to add Additional Property, or for any shorter period indicated:

16.1 Complete Improvements. To complete all the Dwellings and other improvements included in Developer's development plans or allowed by the Declaration and to make improvements in the Units and Common Property, to accommodate the exercise of any Developer rights.

16.2 Relocate Boundaries and Alter Units. To relocate boundaries between Units and to otherwise alter Units owned by it, to the extent permitted by the City.

16.3 Leasing, Sales and Rental Facilities. To engage in the sale and leasing of Units, and to construct, operate and maintain a sales office, management office, model Dwellings, and other development, sales and rental facilities within the Common Property and/or any of the Units owned or leased by Developer or authorized Builders from time to time, located anywhere on the Property or the Additional Property.

16.4 Signs. To erect and maintain signs and other sales displays offering the Units for sale or lease, and for other business and/or construction related purposes, in or on any Unit owned by Developer or authorized builders, and on the Common Property (if any).

16.5 Easements. To have and use easements, for itself, its employees, contractors, builders, representatives, agents and prospective purchasers through and over the Common Property and the yard areas of the Units for the purpose of exercising its rights under this Section.

16.6 Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, until the earliest of: (i) voluntary surrender of control by Developer, or (ii) the first date when Developer no longer owns a Unit for sale and no longer has the right to add Additional Property to the Property.

16.7 Consent to Certain Amendments. Developer's written consent shall be required for any amendment to the Governing Documents or Rules which affect Developer's rights or the rights of authorized builders under the Governing Documents.

16.8 Additional Property. Developer may unilaterally add part or all of the Additional Property to the Property pursuant to Section 17, subject to the consent of any other owner thereof.

16.9 Developer's Liability for Assessments. To have the benefit of the exemption from Assessments as provided in Section 7.6.3.

16.10 Other Rights. To have the exclusive right and authority to have and exercise such other rights as are afforded Developer under the terms of this Declaration.

Developer may assign or license, in whole or in part, the Developer Rights described herein to other developers or to builders by an agreement signed by Developer and the other party.

## SECTION 17

### **RIGHTS TO ADD ADDITIONAL PROPERTY, RELOCATE BOUNDARIES AND SUBDIVIDE UNITS**

17.1 Developer's Rights to Add Additional Property. Developer reserves the exclusive authority to add the Additional Property to the Property, by executing (together with any other owner of the parcel) and recording an amendment to this Declaration adding such property, subject to the following conditions:

17.1.1 The right of Developer to add the Additional Property to Property shall terminate twenty (20) years after the date of recording of this Declaration or upon earlier express written withdrawal of such right by Developer or a successor Developer, unless extended by a vote of the Owners. There are no other limitations on Developer's rights hereunder, except as may be imposed by law.

17.1.2 The Additional Property may be added to the Property in parcels consisting of one or more platted lots, or portions thereof, with or without Common Property.

17.1.3 There are no assurances as to the times at which any part of the Additional Property will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. Developer has no obligation to add the Additional Property to the Property. The Additional Property may be developed by Developer or its affiliates or successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.

17.1.4 All Units created on the Additional Property shall be restricted exclusively to residential use.

17.1.5 The provisions of this Declaration affecting the use, occupancy and alienation of Units shall apply to all Units created on the Additional Property.

17.2 Rights to Relocate Boundaries and Subdivide Units. Unit boundaries may be relocated and additional Units may be created by the subdivision of a Unit into two or more Units, by Developer, subject to approval required by the City.

## SECTION 18

### **RIGHTS OF MORTGAGEES**

It is important that individual mortgage loans on the Units be available to Owners and prospective Owners, and that, in order to enhance the availability of such financing, the Governing Documents contain qualification provisions that are acceptable to lenders, guarantors and insurers of Unit mortgage loans, such as FNMA, FHLMC and FHA. Accordingly, Mortgagees shall have the rights and protections set forth in this Section 18, which rights and protections shall control as against any other provisions of the Governing Documents.

18.1 Consent to Certain Amendments and Actions. In addition to any additional requirements imposed by this Declaration or by law, the consent of Mortgagees representing at least fifty-one percent (51%) of the votes allocated to Units that are subject to first mortgages held by Mortgagees (based upon one vote per Unit financed) shall be required for (i) any amendment to this Declaration or other Governing Documents of a material adverse nature to Mortgagees; and (ii) any action to terminate the community after substantial destruction or condemnation occurs or other reasons agreed to by the foregoing percentage of Mortgagees. A Mortgagee shall be deemed to consent to and approve of any such amendment or action in the event the Mortgagee fails to submit a written objection to the Association within sixty (60) days after the Mortgagee receives notice of the same from the Association, by registered or certified mail, with a return receipt requested.

18.2 No Limitations on Sale/Right of First Refusal. The right of a Mortgagee to foreclose or accept a deed in lieu of foreclosure on a Unit, or to sell, lease, transfer, or otherwise convey a Unit which it acquires by foreclosure or deed in lieu of foreclosure, shall not be subject to any right of first refusal or similar restrictions.

18.3 Priority of Lien. Any Mortgagee that comes into possession of a Unit by foreclosure of its first mortgage on a Unit, or by deed or assignment in lieu of foreclosure of the first mortgage on the Unit, takes the Unit free of any claims for unpaid Assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of title to the Unit by said Mortgagee, (i) except that the Mortgagee will be liable for any fees or costs of collection of the unpaid Assessments if the Association's lien priority includes such fees and costs, and (ii) except that any unreimbursed Assessments or charges may be reallocated among all Units in accordance with the allocation formula set forth in Section 4.2.

18.4 Priority of Taxes and Other Charges. All governmental taxes, assessments, and charges which may become liens against Units prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

18.5 Priority for Insurance/Condemnation Proceeds. No provision of this Declaration or any other Governing Documents shall give an Owner, or any other Person, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and/or the Common Property, if any. The Association shall give written notice to all Mortgagees of any condemnation or eminent domain proceeding affecting the Property, promptly upon receipt of notice from the condemning authority, in accordance with Section 18.6.

18.6 Notice Requirements. Mortgagees shall be entitled to timely written notice of:

18.6.1 a condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;

18.6.2 a sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of a Unit on which it holds a mortgage;

18.6.3 a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

18.6.4 a proposed action which requires the consent of a specified percentage of Mortgagees pursuant to Section 18.1.

Any institutional insurer or guarantor of a mortgage on a Unit shall also be entitled to notice of the foregoing events or actions.

## SECTION 19

### MISCELLANEOUS

19.1 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this Declaration or exhibits attached hereto.

19.2 Construction. Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

19.3 Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices authorized or required to be given under the Governing Documents shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 of the Bylaws shall be effective upon receipt by the Association.

19.4 Conflicts Among Documents. In the event of any conflict among the provisions of the Declaration and the Bylaws and/or the Rules, the Declaration shall control. As between the Bylaws and the Rules, the Bylaws shall control.

19.5 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration shall be perpetual, subject only to termination (i) by the affirmative vote of eighty percent of the votes in the Association, eighty percent of the holders of Mortgagees (one vote per mortgage held), and the written approval of the Developer for so long as the applicable party owns a Unit for sale, or (ii) by court order.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year set forth herein.

CREATIVE HOME CONSTRUCTION  
INVESTMENTS, LLC



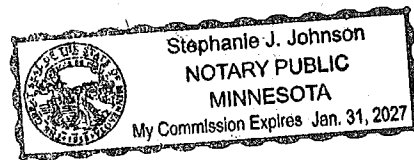
By: Benjamin Schmidt  
Its: Vice President

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2023, by Benjamin Schmidt, the Vice President of CREATIVE HOME CONSTRUCTION INVESTMENTS, LLC, a Wisconsin limited liability company, on behalf of said company.

Stephanie J. Johnson  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
Stephen Yoch, Esq  
FELHABER, LARSON, FENLON & VOGT, P.A.  
Attorneys at Law  
220 South Sixth Street, Suite 2200  
Minneapolis, Minnesota 55402-4302  
(612) 339-6321





**MEADOW CROSSING SINGLE-FAMILY**

**EXHIBIT A TO DECLARATION**

**DESCRIPTION OF PROPERTY**

Lots 39 through 60, inclusive; and Lots 83 through 94, inclusive; MEADOW CROSSING FIRST ADDITION, City of New Richmond, St. Croix County, Wisconsin.

and

Lots 95 through 104, inclusive; MEADOW CROSSING SECOND ADDITION, City of New Richmond, St. Croix County, Wisconsin.

**MEADOW CROSSING SINGLE-FAMILY  
EXHIBIT B TO DECLARATION  
DESCRIPTION OF COMMON PROPERTY**

None.

**MEADOW CROSSING SINGLE-FAMILY**

**EXHIBIT C TO DECLARATION**

**DESCRIPTION OF ADDITIONAL PROPERTY**

Outlot 4, MEADOW CROSSING, City of New Richmond, County of St. Croix.

**MEADOW CROSSING SINGLE-FAMILY**

**CONSENT AND JOINDER BY MORTGAGEE**

The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the Declaration of Covenants, Conditions, Restrictions and Easements of Meadow Crossing Single-Family (the "Declaration") by a certain Mortgage recorded in the office of the St. Croix County Recorder as Document No. 1169099 (the "Mortgage"). Mortgagee hereby consents to and joins in this Declaration; provided, that by consenting to and joining in this Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Developer as defined in the Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Declaration, until released or satisfied.

**IN WITNESS WHEREOF**, the Mortgagee has caused this Consent and Joinder to be executed on the 24<sup>th</sup> day of August, 2023.

CORTRUST BANK NA  
a national banking association

By: [Signature]  
Title: Vice President

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2023, by Brian Whitehead, the Vice President of CORTRUST BANK NA, a national banking association, on behalf of said entity.

[Signature]  
Notary Public

