

Welcome

HOME



Melissa Wiegele



thank you

On behalf of C & J Builders, I would like to extend our warmest congratulations and heartfelt thanks to you for choosing us as your trusted partner in building your dream home. It gives us immense pleasure to welcome you to your new abode!

The completion of a construction project is always a special moment for both the builder and the homeowner. It marks the culmination of months of hard work, dedication, and a shared vision. Your home is not just a structure; it's a testament to your dreams and aspirations, and we are honored to have played a part in turning your vision into reality.

Our team at C & J Builders take great pride in delivering high-quality craftsmanship and attention to detail. We hope that you'll find all of these qualities reflected in your new home.

Once again, congratulations on this significant milestone in your life. We sincerely hope that your new home brings you joy, comfort, and happiness for many years to come. Should you ever require our assistance or have any inquiries, please don't hesitate to reach out to us.

Thank you for entrusting us with the privilege of building your dream home. We look forward to witnessing the countless cherished moments that will unfold within these walls.

Jeffrey Husby

President

Cheri Husby

President

Cliff Geissler

Project Manager

Melissa Wiegele

REALTOR

Zach Hunter

Project Manager



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Schommer Landscaping

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Well

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Q&A

Q: SHOULD I PUT SALT ON MY CONCRETE SIDEWALK, STEPS, APRON, PATIO OR DRIVEWAY?

A: NO, PLUMMER CONCRETE RECOMMENDS THAT YOU DO NOT USE ANY SALT AND DEICERS ON YOUR CONCRETE DURING THE FIRST TWO WINTERS. ALL ROAD SALT AND SAND THAT FALLS OFF FROM CARS SHOULD BE SCRAPED OFF OR SWEEPED UP FROM THE CONCRETE AS SOON AS POSSIBLE. THEY ALSO RECOMMEND SEALING YOUR CONCRETE EVERY FALL FOR THE FIRST THREE YEARS. ANY DEVIATION CAN VOID WARRANTY.

Q: WHY AM I GETTING CONDENSATION ON MY WINDOWS?

A: NEW HOMES HAVE HIGHER HUMIDITY BECAUSE THE WOOD AND CONCRETE THAT WERE USED TO BUILD YOUR HOME ARE CURING AND WILL RELEASE UP TO 100 GALLONS OF WATER AS THEY DRY OUT. IT TYPICALLY TAKES A NEW HOUSE A FULL YEAR TO DRY OUT. WE RECOMMEND THAT YOU RUN YOUR FURNACE FAN CONTINUOUSLY DURING THE FIRST WINTER. YOUR LIFESTYLE (E.G., LONG HOT SHOWERS, NUMBER OF PEOPLE SHOWERING, ETC.) WILL ADD TO THE HUMIDITY LEVEL. PLEASE RUN YOUR BATHROOM FANS FOR AN EXTENDED PERIOD AFTER SHOWERING TO AVOID EXCESS CONDENSATION. IF YOU HAVE A HUMIDIFIER, IT SHOULD BE SET NO HIGHER THAN 40% DURING THE FIRST WINTER.

Q: MY BATHROOM FANS ARE NOT WORKING?

A: THEY ARE, THE BATHROOM FANS WE USE ARE EXTREMELY QUIET. WE SUGGEST TURNING EVERYTHING OFF, AND STANDING BELOW THE FAN. THEN FLIP THE SWITCH. GIVE IT A MINUTE AND YOU WILL HEAR IT.

Q: WHAT DO I DO IF SOMETHING GOES WRONG WITHIN MY HOME?

A: CHECK THE EMERGENCY CONTACTS FIRST. CALL FROM THE LIST FOR THE SPECIFIC ISSUE. IF YOUR PROBLEM CANNOT BE SOLVED BY THE EMERGENCY CONTACT LIST THEN PROCEED TO CALL OR EMAIL YOUR C & J BUILDERS CONTACT. PLEASE NOTE: ALL WARRANTY RELATED REQUESTS NEED TO BE DONE IN WRITING. *APPLIANCES ARE NOT COVERED BY BUILDER WARRANTY, FOR APPLIANCE ISSUES PLEASE CONTACT THE MANUFACTURER

PREMIUM *Lawn Care*



IRRIGATION INSTALLATION

Residential Irrigation
Installation.



IRRIGATION MAINTENANCE

Winter Blowouts, Irrigation
Maintenance, & Repair



WEED CONTROL

Fertilizing & Weed Control

GET A FREE ESTIMATE/WINTER BLOWOUTS

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**CDL CO.
RIVER FALLS, WI
CDLOUTDOORSWI@GMAIL.COM**

LAWN CARE

FOR YOUR NEW HOME

SCHOMMER LANDSCAPING
715-684-9734

Most of you have recieved Hydroseed or Grass Seed. It is pertanant that you are watering your lawn. Seed requires moisture in order to germinate.

Lawn Must stay consistantly moist. Watering twice per day for usually 20 minutes per section at a time. No more than 30 minutes. If you see run-off damage, you are watering too long. Water lawns when temps are below 85 degrees. Watering when excessive heat exists will cook your grass or introduce fungus. Timers are a cheap and easy way to water accordingly. Its best to water in the early morning and in the early Evening prior to 6pm. If you notice run off damage after a storm it is because you are not watering enough. Keep watering even if you think you have a good amount of established grass. The first year of care is crucial for a SUCCESSFUL lawn.

Mowing for the first time should not happen until there is atleast 3" of growth. Fertilizing should happen about one month after seeding and be continued every month. WHen cutting for the first time make sure to leave it longer than usual so not to shock the grass. Water and FERTILIZER are critical to creating a nice lawn.

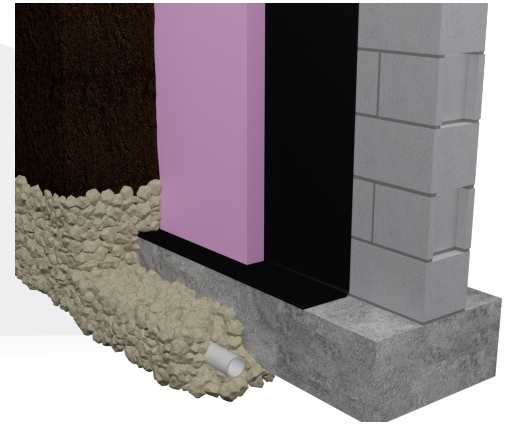
KEYS TO MAINTAINING YOUR DRY BASEMENT



Tremco Residential Waterproofing Systems are the recognized leaders in basement waterproofing.

Dear New Home Owner:

Thank you for investing in a Tremco Residential Waterproofing System. Your Tremco warranty protects your basement from leaks (see warranty document for specific details). Your home's waterproofing was installed by a contractor trained in the proper installation of the system and requirements of the warranty. Specific actions were taken by the selected contractor to ensure the performance of the system. As the homeowner, you should be aware of situations that can occur that will circumvent the performance of your waterproofing. Listed below are three steps you should take to ensure you receive the performance in which you have invested.



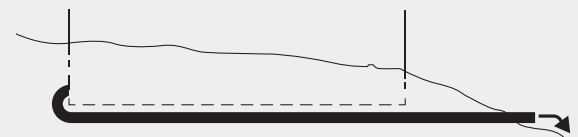
Typical installation of TUFF-N-DRI to concrete block wall. An installation on a poured wall is similar. *

1. Working Drain Tile

A drainage system should have been installed with your waterproofing system and must always remain functioning. This drainage system should empty by "gravity feed to daylight" or to a sump basket where water is pumped out. If it is a "gravity feed to daylight," look for the exterior discharge point some distance from the house and at a point below the level of the basement footer. The drainage tile is usually a flexible 4-inch diameter black or white plastic pipe. After heavy periods of rain, you should see water flowing through the discharge pipe, or into the sump pit. If the drainage system doesn't work, the most likely symptom is dampness at the wall and floor slab junction. This is water trying to force its way up through the floor.



[Figure 1] Incorrect drain tile installation. Tile cutoff by landscaping.



[Figure 1a] Correct drain tile exit to daylight.

What to do:

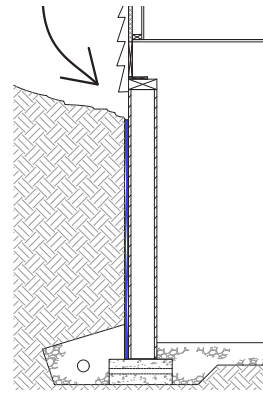
If your drainage system goes to daylight, ensure that the tile opening has not been covered with dirt, thereby blocking the water flow (see Figure 1.) You might add a wire mesh cover to the opening to stop animals from nesting in the tile. If your drainage system empties to a sump pit, ensure that the sump is working. The sump should be activated before the water level reaches the level of the entering drain tile. This will help ensure the drainage tile can empty. Also, be sure to check that the drainage tile is connected into the sump pit. If you are in a high-water table area, you may want the added insurance of a battery powered emergency backup pump.

*Your installed waterproofing system may or may not include pictured insulation board.

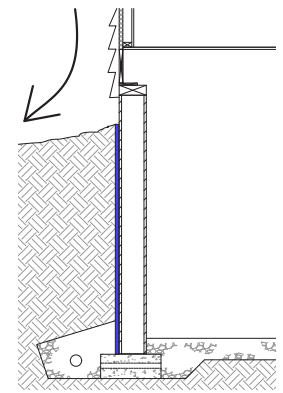


2. Proper Slope Away From Basement

Ensure that the earth slopes away from your basement walls. The grade should slope downward and away from the wall at least 5% (about 6 inches) over the first 10 feet surrounding the basement wall. Downspouts should direct water away from basement walls. Keep your gutters free so that water during heavy rains does not splash up against your foundation. Also, sprinkler systems should not be allowed to soak the untreated concrete above the grade line. These practices help stop water from entering untreated walls or ponding against unprotected areas above grade.

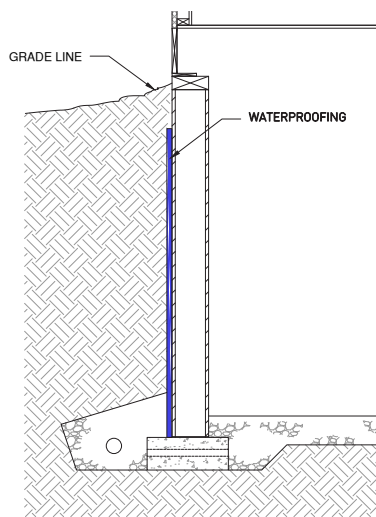


(Figure 2) Incorrect slope



(Figure 2a) Correctly sloped away from foundation.

3. Don't Let Grade Line Exceed Waterproofing



(Figure 3) Incorrect Grade Line

Do not allow the grade line of your yard or landscaping beds to extend above the waterproofing. The waterproofing can only stop water from penetrating where it was applied. If water is allowed to enter above the waterproofing or water penetrates a brick veneer and runs down to a brick ledge, then a likely result will be water appearing in the basement. In these cases, water has circumvented the performance of your waterproofing.

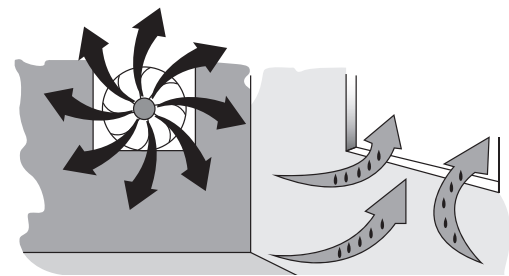
What to do:

Call your trained contractor to come out and extend your waterproofing up to the grade line. There may be a charge for this service. Should you decide to add a patio, deck, or room addition, instruct those doing the work not to damage the waterproofing. If they must attach rebar, another footer, or brackets to a wall area, they should consult the trained contractor for advice on how to prevent water from leaking around the attachments into the basement. Even when the attachments are not used, care must be taken that the sidewalk, porch, or patio does not direct water toward the basement wall and an unprotected area.

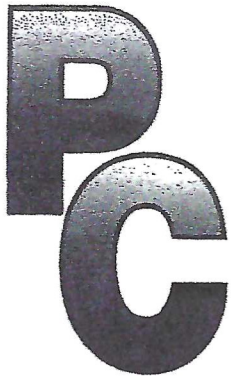
4. Humidity/Condensation

Some Tremco waterproofing systems include insulation board. The placement of the insulation on the outside allows the basement wall to remain warmer. This moves the dew point (the temperature at which humidity will condensate) of the wall toward the exterior. Hence, the chance of condensation on interior basement walls is reduced. However, other cold surfaces (pipe, windows, etc.) may still show condensation.

During placement of a poured wall basement and floor slab, roughly 400 gallons of water is present in the concrete. In block construction, the floor slab will have roughly 200 gallons of water. This water must escape into your basement in the form of humidity. If during construction your basement is closed soon after concrete placement, it is likely you will initially have a humid basement. An easy remedy is to circulate air into and around the basement for a period and run a dehumidifier for several weeks. Once the concrete gives up its water, it is unlikely you will have high humidity caused by construction. An unvented dryer or washing machine can also increase humidity.



(Figure 4) Moisture from concrete may need to be vented.



Plummer Concrete & Associates, Inc.

P.O. Box 132 Ellsworth, WI 54011

Poured Wall Specialists

July 13, 2020

RE: SEASONAL CUT OFF AND WARRANTABLE EXTERIOR CONCRETE

This is a 2-part letter and it is very important you read and understand both parts.

PART 1: CONCRETE DRIVEWAY CUT-OFF DATE

Based upon expected and unexpected yearly seasonal weather changes, Plummer Concrete & Associates, Inc. and its suppliers would like to inform you that the cut-off date for concrete driveway installation will be October 1st. Plummer Concrete & Associates, Inc. would also like to remind you that any exterior concrete installed during any period of time that does not allow the concrete to cure properly will not be warrantable if damage occurs. If a project dictates that exterior concrete be installed during adverse conditions, Plummer Concrete & Associates, Inc. will require a waiver to be signed prior to proceeding with the installation. In addition, as our season progresses, it may become necessary that exterior concrete, concrete driveways and concrete sealing supersede other items that are less weather-sensitive on our schedule.

PART 2: WARRANTABLE EXTERIOR CONCRETE DUE TO CHANGES IN STATE, COUNTY AND MUNICIPAL ROAD DE-ICING PRACTICES

Gradually over the past several years, State, County and many Municipalities have changed their de-icing mixture from approx. 50% sand and 50% salt / chemical to in some cases 100% salt / chemical. Please keep in mind the use of de-icing products increases freeze thaw cycles that can cause surface damage. Due to this change in de-icing practices our concrete suppliers will no longer warranty surface damage caused by de-icing salt / chemicals. This is a situation where the concrete supplier as well as the concrete contractor, Plummer Concrete & Associates, Inc., has no control over. For this reason Plummer Concrete & Associates, Inc. will also no longer be held responsible and will no longer warranty surface damage caused by de-icing.

When you think about it how can a Company warranty something that they have no control over? Such as how the homeowner is handling their driveway de-icing/snow removal and preventive maintenance especially when the deicer's used on the roads are tracked onto the driveways. Plummer Concrete & Associates, Inc. has always strongly discouraged the use of de-icing products. However good customer maintenance such as keeping the driveway clean from snow and ice in the winter without deicers and applying a fall sealer the 1st and 2nd year will help the life of your driveway.

Thank you in advance for understanding and your business!

Respectfully,
Jerry T. Wekkin
Plummer Concrete & Associates, Inc. President

The Concrete Truth

Your guide to many years of service from exterior concrete.

New concrete:

Typical questions about new concrete, driveways, sidewalks & garage floors.

Is my new concrete maintenance free?

No your new concrete will need to be sealed every fall for the first 3 years (prior to Oct. 1st) then once every 3-5 years after.

My concrete contractor sealed my concrete at the time of installation does this count?

No. This type of sealing is generally for curing reasons and will dissipate in the first 30 days.

When should I seal my new concrete?

No sooner than 30 days after your new concrete was poured, preferably on a warm dry day, at least 12 hours after the last rainfall and 6 hours before the next expected rainfall.

Can I use salt or deicers on my concrete?

No. Salt and deicers should not be used during the first 2 winters, and all road salt and sand that falls off of cars should be scraped off as soon as possible. The use of plain sand is recommended.

Can I salt my concrete after the first 2 winters?

Yes, but do not use deicers containing ammonium sulfate, ammonium nitrate or any other sulfate salt. No deicing product other than plain sand should be applied until the slab's third winter season. If deicer creates slush on driveway scrape as soon as possible.

Can I park on my new concrete in the first 2 winters?

Yes, but not in the same location for extended periods of time. When you move the car, scrape off what has fallen off of the car.

Do the same rules apply to my garage floors?

Yes. It is equally important to seal and keep your garage floor clear of salt, sand.

What kind of sealer should I use on my concrete?

You should contact your concrete contractor to see what was originally used for curing and/or sealing, as there are many types of sealers and they may not be compatible with one another.

How do I seal my concrete?

Most products have application instructions on the containers, but the use of a paint roller is common. **Clean** your concrete 1st and let it dry for 12 hrs. min. before applying and watch the weather so the sealer can dry for approx. 6 hrs before rainfall or heavy due.

See other side for concrete cleaning & sealing prices

**Plummer Concrete, Inc.
Ellsworth, WI 54011
715-273-3481**



Guide to Understanding Condensation

WINDOWS • DOORS
Andersen® 

The complete Andersen® Owner-To-Owner™ limited warranty
is available at: www.andersenwindows.com.
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The moisture that suddenly appears in cold weather on the interior or exterior of window and patio door glass can block the view, drip on the floor or freeze on the glass. It can be an annoying problem. While it may seem natural to blame the windows or doors, interior condensation is really an indication of excess humidity in the home. Exterior condensation, on the other hand, is a form of dew — the glass simply provides a surface on which the moisture can condense.

The important thing to realize is that if excessive humidity is causing window condensation, it may also be causing problems elsewhere in your home. Here are some other signs of excess humidity:

- A “damp feeling” in the home.
- Staining or discoloration of interior surfaces.
- Mold or mildew on surfaces or a “musty smell.”
- Warped wooden surfaces.
- Cracking, peeling or blistering interior or exterior paint.
- Sweating pipes.

We have created this brochure to answer questions you may have about condensation, indoor humidity and exterior condensation. We'll start with the basics and offer solutions and alternatives along the way.

Should you run into problems or situations not covered in the following pages, please contact your Andersen retailer.

Visit the Andersen website: www.andersenwindows.com

The Andersen customer service toll-free number: 1-888-888-7020.

What is condensation?

What causes condensation?

When warm, moist air comes into contact with cooler surfaces, the excess moisture in the air condenses. That's because the cooled air next to the cool surface can't hold as much moisture as the warmer surrounding air.

What does the condensation on windows mean?

Window condensation can be a warning sign. It may mean that excessive indoor humidity could be doing unseen damage to other parts of your home.

What is humidity?

Humidity is water vapor, or moisture, in the air. Usually it's invisible. In the form of steam or ground fog, enough has condensed to be seen. All air contains a certain amount of moisture, visible or not.

Where does indoor moisture come from?

There are many things that generate indoor moisture. The normal perspiration and breathing of a family of four adds about half a pint of water to the air every hour. Cooking three meals a day adds four or five pints of water to the air. Each shower contributes another half-pint. In fact, every activity that uses water (like dishwashing, mopping floors, doing laundry) adds moisture to the air. Daily living activities of a family of four can add more than 18 gallons of water a week to the air in their home. And the more water vapor in the air, the higher the relative indoor humidity. Other contributors include house plants, and the burning of fossil fuels (especially kerosene, natural gas, and oil).

Moisture on the windows is a form of condensation. So is the water that forms on the outside of a glass of iced tea in the summer. It comes from water vapor in the air. It can appear on the interior or exterior of the window glass.

What is relative humidity?

Air can hold only a limited amount of water vapor, and that amount depends on the air temperature. When air at a certain temperature contains all the vapor it can hold, it's said to have a **relative humidity** of 100%. Thus, when it holds only half as much water as it could, the relative humidity is 50%.

Cooler air can hold less vapor than warmer air. So air at 30°F and 100% relative humidity contains less water than air at 70°F and 100% relative humidity.

How do I measure indoor relative humidity?

You can use humidity-measuring instruments called **hygrometers**, inexpensive tools that can be purchased at most hardware stores. Many of today's new programmable thermostats also include controls for humidifiers and dehumidifiers. Remember that relative humidity levels quoted in weather reports indicate outdoor humidity. They have little bearing on your home's humidity.

What are symptoms of excess humidity?

Condensation on windows can sometimes be an indicator of excessive relative humidity. Look for water and ice on windows. Check for damp spots on the ceiling, particularly in closets. Water-filled blisters on outside paint surfaces can also indicate excessive indoor humidity.

Can relative humidity affect my health?

Most experts agree that relative humidity can affect your health. They suggest maintaining indoor humidity levels between 30% and 50%. According to the World Health Organization, at levels higher than 65%, upper respiratory illness might occur in people suffering from asthma and allergies. Lower moisture levels (below 20%) may induce skin dryness or itching.

Where is condensation most prevalent?

Condensation is more apt to occur in climates where the average January temperature is 35°F or colder.

What does excess humidity do to my home?

Excess humidity contributes to the deterioration of any home. It can pass through walls and freeze in the insulation. In spring it melts, damaging your ceiling and walls. Or, excess humidity can force its way out through siding to form blisters under exterior surfaces. Excessive relative humidity levels may also lead to higher levels of unwanted mold and mildew growth in homes.

How does moisture go through walls?

Moisture in wet air tries to flow toward dry air. This is due to **“vapor pressure.”** The flow acts independently of air currents. In winter, inside air is much more humid than colder outside air. So the vapor pressure, or equalization process, can actually force inside moisture through cement, wood, plaster and brick.

Some varnishes and paints block the flow of the moisture, so condensation can occur between the inside and outside walls, or under exterior paint surfaces. This can cause rot in a home’s wood frame, blistering in paint, and deterioration of other building materials.

Does condensation occur only in winter?

Condensation is most common in winter, but it can occur whenever water vapor in the air comes in contact with a surface temperature lower than the dew point (the temperature at which air becomes saturated and produces dew). For example, on cold winter days the moisture in the warm, interior air can condense on the typically colder glass surfaces.

In rare instances, during the spring and fall (and occasionally, during hot, humid summer days), exterior condensation can also form on windows. This is usually a good indicator of the presence of energy efficient windows.

Does the severity of the condensation depend on the age of the house?

Generally, yes. Years ago, before energy efficiency became a concern, homes were not built to be weathertight. Insulation concepts were very basic. Walls and ceilings were made from much more porous materials. Thus, water vapor could easily flow in and out of walls. Today’s homes are much “tighter.” Windows and doors are built to reduce air leakage, and weatherstripping, modern insulation, vapor barriers and new construction techniques can help keep cold air out and lock moisture inside. As a result, moisture created by bathrooms, kitchens, laundries, plants and occupants can result in higher interior relative humidity. In the worst conditions this can build up to excessive, even harmful, moisture levels.

What is the relationship between humidity and comfort?

Whether or not you feel comfortable in a room is dependent on many factors, including the temperature of the air, the relative humidity, the movement of the air, the temperature of all of the surrounding surfaces in the room, and the presence of direct solar radiation. Since indoor humidity is one critical component of comfort, you should carefully consider the indoor humidity conditions in both summer and winter.

Humidity and winter comfort

Higher humidity levels in a home might mean greater comfort in the winter. Some people find it easier to breathe humidified air. Soft tissues such as the linings of your nose and throat don't dry out as easily, and, in some cases, the dry winter air might even need to be humidified to help achieve good thermal comfort in winter.

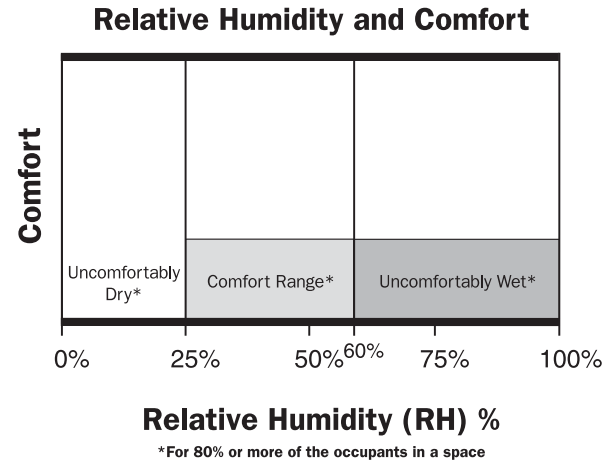
Most people will be comfortable in the winter if the indoor relative humidity is between 25% and 60% and the indoor temperature is between 65°F and 70°F.

Humidity and summer comfort

Almost everyone has experienced the discomfort associated with high temperatures combined with high humidity. In fact, one of the key advantages of air conditioning is the removal of unwanted moisture in the air during the summer.

Again, many elements contribute to summertime comfort – air temperature, surface temperatures, relative humidity, air movement, and direct solar radiation.

Most people will feel comfortable in the summer if the indoor relative humidity is between 25% and 60% and the indoor temperature is between 72° and 82° F.



Source: Building Science Corporation 2002.
Reprinted with permission.

How does indoor humidity affect window condensation?

Excessive humidity is the cause of most window condensation. As the outside temperature drops, the window glass temperature also drops. When moist air comes in contact with the cold glass pane, the moisture condenses and forms water droplets. Determining when the condensation will occur and preventing it depends on the energy efficiency of the window, the relative indoor humidity of the home, and the exterior and interior temperature.

In winter, is it a good idea to use a humidifier in my home?

While some people may find it easier to breathe humidified air, humidification can sometimes have negative side effects. Humidifiers need to be cleaned regularly. If not, molds and bacteria can live in them. Also, if the air is humidified excessively, condensation and other excess humidity-related problems can occur.

On the plus side, humidified air can help to reduce static electricity in carpets, shrinkage in wood furniture, and wall cracks sometimes caused by over-drying. You must carefully weigh the advantages and disadvantages of humidification. Remember, too much humidity can cause condensation and other moisture-related problems.

If I increase the relative humidity in my home in winter, can I lower the temperature and save energy?

Although there is a relationship between how warm you feel and relative humidity, the human body quickly adjusts to moderate changes in humidity levels. If you feel cold at 65°F, the humidity level really won't matter. You'll still feel cold.

Besides turning off the humidifier, how else can I reduce indoor humidity in winter?

- Vent all gas appliances, clothes dryers and exhaust fans to the outside. Your attic and crawl space should also be ventilated. Cover the earth in the crawl space with a good vapor barrier.
- When you cook, make sure to run the exhaust fans in the kitchen. When you bathe or shower, run the fans in the bathroom until your mirror is clear. Be careful not to overheat exhaust fans by running them too long.
- Avoid storing firewood in your house or basement.
- If you have a forced air furnace, make sure your home is properly ventilated by installing a fresh air intake. If your home is extremely "tight," it may be helpful to install an air-to-air heat exchanger.

As the outside air temperature drops, you should also decrease the humidity level within your home. The bottom line: maintain as high a relative humidity level as you can for comfort, then reduce the humidity level when condensation occurs. In many homes this simply means turning off the humidifier, or reducing the sources of humidity in the home.

Does the amount of condensation depend on the window type?

Bay or bow windows usually experience more condensation than other window styles. This is because inside air circulation around these window styles is usually more restricted. And, since they hang away from the insulated house wall, bays and bows are usually a few degrees cooler in temperature. To help control excessive condensation, it's smart to insulate between the window head and platform. In extremely cold climates, additional insulation above and below the window platform may be needed. As a secondary measure, placing a common electric fan near the window helps promote air circulation and can reduce window condensation.

How do drapes and window shades affect window condensation?

Drapes and other window coverings can contribute to a condensation problem by restricting the flow of warm room air over the glass surface. Therefore, indoor condensation is more apt to occur when the drapes are closed or the shades are pulled down.

Why does a 1"-wide strip of condensation sometimes form all the way around the window?

If a strip of condensation forms all the way around the window, chances are good that the unit features metal components that are transmitting cold from the outside to the inner glass, cooling the glass surface where the condensation forms. In effect, the center of the glass stays warmer than the glass close to the edge. This strip of condensation doesn't mean the window is leaking air or not working properly.

What causes condensation on the inner surface of storm windows?

All operating windows leak some air between the window frame and sash. So when warm household air seeps in around the sash and becomes trapped by the colder storm window, condensation forms on the inside surface. Providing outside ventilation to the combination storm window can usually reduce condensation buildup.

What causes moisture to form on the outside of the windows?

It's dew, the same condensation you see on windshields, lawns and streets on many mornings. Condensation like this happens only when the exterior surface temperature of the glass falls below the dew point of the air. When humidity levels are higher, this kind of condensation is more likely to form. Most of the time, exterior window condensation takes place in the Spring and Fall, when cool nights follow warm days.

Can excess condensation damage windows?

Excess window condensation can cause paint to peel from the sash. Excess moisture can also damage the window frame.

Is exterior condensation anything to worry about?

Dew on windows is a natural atmospheric phenomenon, and it doesn't mean your windows are leaking air or malfunctioning in any way. In fact, exterior condensation is a sign of energy efficiency, since it means the outside pane is thoroughly insulated from the heat indoors. Depending on where you live, it may occur just a handful of times per season.

Are there any cases where window condensation is only temporary?

There are primarily three causes for temporary window condensation.

New Construction: Wood, plaster, cement and other building materials used in new construction and remodeling produce a great deal of moisture. When the heating season starts, this moisture will gradually flow out into the air in the home. It will usually disappear during the first heating season and not cause any further trouble.

Heating Season: At the beginning of the heating season, there may be a certain amount of temporary condensation. During the humid summer months, your house can absorb some moisture. After the first few weeks of heating, this moisture should dissipate.

Preceding Temperature Shifts: Sharp, quick drops in temperature can also create temporary condensation problems during the heating season.

Maximum Recommended Humidity Levels

Outside Air Temperature	Inside Relative Humidity
-20° F or Below	Not over 15%
-20° F to -10° F	Not over 20%
-10° F to 0° F	Not over 25%
0° F to 10° F	Not over 30%
10° F to 20° F	Not over 35%
20° F to 40° F	Not over 40%

- Based on engineering studies at 70° F conducted at the University of Minnesota Laboratories.
- Relative humidity levels above these are not recommended at the low outside temperatures indicated, unless special provisions are taken in building construction.
- If higher relative humidity levels are required because of special interior environmental conditions, the window manufacturer should be consulted.

How does the coating on Andersen® High-Performance™ Low-E4™ glass affect room temperature?

It works through a special metallic coating bonded to the interior surface of the outside pane of glass. It's almost invisible, but this revolutionary coating actually detects radiant heat and restricts its flow through the glass. During cold weather, High-Performance™ Low-E4™ glass helps keep heat inside. In warm weather it helps keep heat outside.

What is the difference between Andersen® High-Performance Low-E4 & High-Performance Low-E4 Sun glass?

Andersen High-Performance Low-E4 glass is generally used in climates with harsh winters. In the heating months, it is 35% more energy efficient than ordinary dual-pane insulating glass. In the cooling months, Andersen High-Performance Low-E4 glass is 41% more energy efficient than ordinary dual-pane glass. High-Performance Low-E4 Sun glass, on the other hand, is specifically designed for hotter climates or homes with a full western or southern exposure.

For more information on window condensation, contact an Andersen representative and ask for a copy of the "Controlling Indoor Condensation" DVD. The Andersen customer service toll-free number is 1-888-888-7020.

In order to provide accurate information in this booklet, we used the following sources:

ASHRAE Handbook of Fundamentals 1999
ASHRAE
[American Society of Heating,
Refrigerating and Air-Conditioning Engineers, Inc.]
1791 Tullie Circle, NE
Atlanta, GA 30329
www.ashrae.org

Builders Guide
Energy & Environmental Bldg. Assoc. [EEBA]
6520 Edenvale Boulevard
Suite 112
Eden Prairie, MN 55346
www.eeba.org

Building Science Consulting
70 Main Street
Westford, MA 01886
www.buildingscience.com

Cold Climate Housing Center
University of Minnesota
203 Kaufert Laboratory
2004 Folwell Avenue
St. Paul, MN 55108

EWC [Efficient Windows Collaborative]
Alliance to Save Energy
1850 M Street NW, Suite 600
Washington, DC 20036
www.efficientwindows.org

Energy Star® Programs
United States DOE & EPA
www.energystar.gov

Environmental Health and Engineering
60 Wells Avenue
Newton, MA 02459-3210

Glass Products for Windows & Doors
Cardinal IG
12301 Whitewater Drive
Minnetonka, MN 55343

How to Save Money by Insulating Your Home
Federal Energy Administration
c/o Department of Energy
James Forrestal Building
1000 Independence Avenue Southwest
Washington, DC 20585

Michaud, Cooley, Erickson & Associates, Inc.,
Consulting Engineers
333 S. 7th St., Suite 1200
Minneapolis, MN 55402

Moisture Condensation
(University of Illinois
Building Research Council Circular F6.2)
University of Illinois at Urbana-Champaign
Building Research Council
One East St. Mary's Road
Champaign, IL 61820

NFRC [National Fenestration Rating Council]
8484 Georgia Avenue, Suite 20
Silver Spring, MD 20910
www.nfrc.org

Residential Windows — A Guide to New Technologies
and Energy Performance Edition #1 & 2
Carmody, et al

Seacor Environmental Engineering
3433 Broadway St. NE, Suite 150
Minneapolis, MN 55413

University of Minnesota
Department of Environmental Health and Safety
410 Church St. SE
Minneapolis, MN 55455
www.dehs.umn.edu

Window & Door Manufacturers Association (WDMA)
1400 East Touhy Ave., Ste 470
Des Plaines, IL 60018
www.wdma.com

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251
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KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

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COVENANTS
EXEMPT #

REC FEE: 35.00
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COPY FEE:
CC FEE:
PAGES: 13

Estreen & Ogland
304 Locust Street
Hudson, WI 54016

12537

pid #261-1281-00-300

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FOX RUN

**THIS DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS** ("Declaration") made as of
this 18th of December, 2003 by:

OAKWOOD LAND DEVELOPMENT, INC., a Minnesota
corporation ("Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of real property located in
the city of NEW RICHMOND, County of ST. CROIX, State of Wisconsin
legally described on the attached Exhibit "A" (hereinafter called "Fox
Run" or the "Property"); and

WHEREAS, Declarant desires to create on Fox Run a community
of compatible and complimentary single-family residential homes, Twin
Homes and Townhomes of the highest architectural quality for the
benefit of the residents of the community; and

WHEREAS, Declarant desires to preserve the natural beauty of said real estate and to compliment that beauty with distinguished residences of compatible architectural design; and

WHEREAS, Declarant deems it desirable for the preservation of the natural beauty of the Property and for the assurance of consistent quality and architectural design to establish certain restrictions and covenants with respect to the development in Fox Run; and

WHEREAS, Declarant deems it desirable for such purposes to create a committee to which shall be delegated the powers of administering and enforcing certain of the following covenants, conditions and restrictions and exercising judgment and discretion with respect to architectural designs; and

WHEREAS, Declarant intends that certain of the following covenants, conditions and restrictions are to be administered and enforced by the Declarant and by the owners of real estate within Fox Run; and

NOW, THEREFORE, in consideration of the premises set forth above, Declarant hereby declares that Fox Run and any additional real estate hereafter subjected to the terms of this Declaration in accordance herewith, are and shall be held, transferred, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall run with said real property; shall be binding on all parties having any right, title or interest therein and their heirs, successors and assigns; and shall inure to the benefit of each owner thereof.

1. Scope The terms of this Declaration shall be binding on all parties hereto and all parties claiming under parties hereto in perpetuity subject to the provisions of Wisconsin Law.

(2a) or other, similar laws providing for the automatic termination of covenants, conditions or restrictions relating to the use or development of real property. This Declaration is subject to amendments, including amendments modifying, terminating or extending the provisions of this Declaration as provided herein.

2. Definitions Where used in this document, the following words or phrases shall have the definitions set forth below:
 - a. "Additional Real Estate" shall mean any additional real estate located adjacent to Fox Run which is later made subject to the provisions of this Declaration and which may be described in exhibits attached hereto.
 - b. "Declarant" shall mean Oakwood Land Development, Inc. or any and all successors or assigns of Oakwood Land Development, Inc.
 - c. "City" shall mean the City of NEW RICHMOND, Wisconsin.
 - d. "Committee: shall mean the Architectural Control Committee provided for in Section 6 below.
 - e. "Lot" shall mean each lot, excluding outlot(s), referred to or depicted in the subdivision plat of Fox Run or all or any portion of the Additional Real Estate.
 - f. "Outlot" shall mean all outlots referred to or depicted in the subdivision plat of Fox Run or all or any portion of the Additional Real Estate.
 - g. "Owner" shall mean the fee owner or owners of a Lot as reflected in the appropriate county recorder's office and shall included Declarant so long as Declarant holds fee title to any Lot. If the fee owner or owners of a Lot have entered into a contract for deed to convey title to a Lot, the fee owner or owners and the contract vendees under such contract for deed shall all be deemed to be the "Owner" of the Lot.
 - h. "Property" shall mean the real property described on Exhibit "A" hereto.

- I. "Residential Structure" shall mean a free-standing single family dwelling that:
 - (i) Declarant or an agent acting with the authority of Declarant has constructed; or
 - (ii) An individual or entity other than Declarant or an agent acting with the authority of Declarant has constructed provided that such Residential Structure conforms in size, architectural style, and quality of construction with Residential Structures constructed by Declarant or an agent acting with the authority of Declarant.

3. Development of lots
 - a. All lots shall be used only for residential purposes and no more than one Residential Structure shall be allowed on each Lot. No structure other than one Residential Structure provided for in this section shall be allowed on any Lot, except gazebos, cabanas or similar structures meeting the design approval of the Committee. No residence shall be permitted on any Lot unless it and all landscaping and improvements to the Lot are in conformity with all State and municipal law, including city zoning and building codes.
 - b. The placement of all structures and improvements is subject to the approval of the Architectural Control Committee as set forth in Section 6 hereof.
 - c. An Owner may construct fencing on that Owner's Lot provided the material(s) and color(s) of the fencing are consistent with the material(s) and color(s) of the Residential Structure and existing fences located both on that Owner's Lot and the neighborhood. Fencing will only be permitted in the back yard.
All fence plans must be approved by the ACC. The ACC retains the absolute right to prohibit any fence design which it considers to be inappropriate.

- d. No dog runs or dog houses shall be allowed on Lots except as provided in this paragraph. Each lot shall contain no more than: (1) a single dog run not exceeding 6 feet in height, 100 sq feet in area or 10 ft in any horizontal dimension or (2) a single dog house not exceeding 4 feet in height or 5 feet in any horizontal dimension. Such dog run or dog house shall be constructed of building materials consistent with the building materials used to construct the Residential Structure on the Lot and shall at all times be reasonably screened from ground level view from any Lot, Outlot, or public street by adequate, permissible fencing or landscaping. ***Chain link fencing is not, in and of itself, adequate to reasonably screen a dog house or dog run from ground level view.***
- e. Children's play equipment shall be allowed in the rear yards of Lots, provided such play equipment does not exceed 200 square feet in its horizontal dimensions or 12 feet in any vertical dimension.
- f. No swimming pool shall be allowed except inground pools in the rear yard of a Lot. Any such pool shall be enclosed with fencing which meets all applicable governmental regulations and which meets the requirements of Section 3c. hereof, screens the pool from ground level view and reasonably prevents unauthorized access to the pool area. Each pool must be continuously maintained in conformity with all applicable municipal ordinances.
- g. No television satellite dishes larger than 18in diameter, radio or television towers or antennas, electric generating windmills, cloths lines or other similar structures shall be permitted on any Lot or on any improvements located in any Lot. ***No satellite dishes will be permitted in front yards.***
- h. Except as approved by the Architectural Control Committee, no sod, soil or gravel shall be sold or removed from any Lot. All excess soil or gravel available from any excavation for the construction or alteration of a residence or any appurtenance on any Lot and by whomsoever owned shall be immediately hauled and stored at locations to be designated by the Architectural Control Committee.

- i. The landscaping of Lots shall conform to all applicable law or requirements of the City (some or all of which may be a condition to the initial occupancy of any residence on a Lot), including requirements relating to grading, topsoil, tree preservation, tree replacement, tree installation, lawn and turf development and payment to the City to abide the same.

In addition to all such City landscaping requirements and within eight (8) months after the initial occupancy of any residence on a Lot, a minimum of ten (10) shrubs with decorative rock or wood mulch shall be planted along the front of such residence.

All homeowner/builders must submit a landscape plan to the ACC for its consideration. The landscape plan must include foundation plantings, shrubs and trees which are reasonably valued at a minimum of \$2000.00 this valuation excludes sod, irrigation and retaining walls.

When all landscaping is completed homeowner/builder shall contact the ACC and shall provide the ACC with the Bill of Sale for all landscaping completed. If the Bill of Sale provided to the ACC is \$2,000/00 or above the ACC shall refund to homeowner/builder the amount of \$1,000.00

- j. For the benefit of the Property and the Additional Real Estate, Declarant hereby reserves an easement appurtenant on and over the real property described in Exhibit "B" attached.
- k. No activity shall be allowed on the Property which would violate any applicable federal, state or other law relating to altering of any wetland areas depicted on the Plat of Fox Run or any Additional Real Estate.

4. Use of Lots

- a. Lots shall comply with all municipal ordinances.
- b. Tents shall not be erected or maintained on any Lot for a period of more than forty-eight (48) hours.
- c. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done upon any Lot which may be or become an annoyance to the neighborhood, including, but not limited to, leaving a dog or dogs unattended or failing to maintain pet areas in a well kept, clean condition.
- d. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on a Lot provided that they are not kept, bred or maintained for any commercial purpose. No more than two (2) cats and no more than two (2) dogs shall be kept on any Lot at any one time.
- e. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on a Lot except in covered, sanitary containers out of view from the adjacent public streets. All equipment used for the storage or disposal of waste material shall be kept in a clean and sanitary condition. Incinerators shall not be allowed on any Lot.
- f. No sign of any type shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet used by the Owner or the Declarant or other builder to advertise the Lot and any structures thereon for sale or for rent. An exception to the above are subdivision signs, model signs or permanent monuments installed by Declarant. In addition to the above, all signs erected on a Lot shall conform to Municipal Ordinances as amended from time to time or variances thereto approved by the local City Council.
- g. No trailers, motorcycles, boats, buses, motor homes, campers, snowmobiles or other types of recreational vehicles shall be parked on any Lot or in the street adjacent to any Lot for more than forty-eight (48) consecutive hours unless such vehicle is parked within the

garage portion of a Residential Structure. Inoperable or unlicensed motor vehicles shall not be stored outside or in the street adjacent to any Lot for more than forty-eight (48) consecutive hours.

- h. No Lot shall be used for outdoor storage of building materials, machinery, goods or commodities of any type, except storage of building materials during construction of a permitted structure, but not longer than six (6) months.
- i. Wood piles shall be kept in a neat and orderly condition. The location of all wood piles shall be in an area of a lot appropriate for it, subject to the direction of the Committee in each case.

5. Architectural Control Committee

- a. *Establishment of Architectural Control Committee.*
There is hereby created an Architectural Control Committee. The Committee shall have the power to regulate and enforce the terms, conditions, covenants and restrictions of this Declaration.
- b. *Committee Membership.*
The Committee shall have three (3) members. The initial members of the Committee shall be: John R. Peterson, Gregory J. Peterson and Linda R. Erdman. The members of the Committee shall be appointed by and shall serve at the pleasure of the Declarant and the Declarant shall have the authority and power to appoint successors or replacements by duly recorded instrument until the Declarant has sold the last Lot in Fox Run and in the Additional Real Estate, if any. After such sale of said last lot: (1) current members of the Committee shall continue and vacancies on the committee shall be filled by appointment by the remaining members of the Committee, and (2) any member of the Committee may be replaced or any vacancy filled by the filing in the county recorder's office of an instrument accurately certifying that a majority of the Owners of the Lots then subject to this Declaration have voted for such replacement.

- c. *Committee Approval.*
 No building, Residential Structure, fence, wall, patio, swimming pool, tennis court or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein or to any residence be made until the plans and specifications showing the nature, kind, shape, height, materials, color, surrounding landscaping and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by a majority of the Committee. In addition to and with such plans and specification, the Committee shall review a landscape plan submitted to the Committee, showing the effect of the design and placement of the improvement on the existing grade and landscape and on any trees that are, eight (8) caliper inches or more at the base of the tree. The Committee shall take such landscape plan into consideration when deliberating whether to approve any improvement and may withhold its approval if, in its good faith judgment, the landscape plan does not minimize damage to such trees, grade and landscape. In the event the Committee fails to approve or disapprove anything submitted to it for its approval within thirty (30) days after said plans and specification have been submitted to it, approval will be deemed to have been granted. The exterior of all construction must be completed and finished in a good and workmanlike manner including the painting, siding or bricklaying within six (6) months from the commencement of construction.
- d. *Liability.*
 The Committee shall be concerned about esthetics only and does not assert architectural expertise. In the course of its duties, the Committee shall request certain design modifications in the interest of producing overall Lot improvements more complimentary to or compatible with the Property. It is the sole duty and responsibility of any applicant to the Committee to employ an architect or other person to design the requested modifications in a safe and architecturally sound manner. Each owner of any interest in the Property and the Additional Real Estate, as a condition of his or her ownership, waives any right to damages which result from architectural designs

requested, approved or disapproved by the Committee. The Committee shall exercise its best judgment as to esthetics of design and its judgment shall be final.

6. Amendment and Enforcement

For the benefit and convenience of the Owners of Lots in the Property or the Additional Real Estate and for the preservation and enhancement of the values of said Lots, so long as Declarant owns any Lot in the Property or in the Additional Real Estate, Declarant shall have the exclusive right to amend this Declaration and Declarant may, at any time and without the consent of any Owners, execute and file an amendment or amendments to this Declaration. In addition to other changes, the amendment or amendments may subject all or any part of any Outlots or Additional Real Estate that the Declarant owns to the covenants, conditions and restrictions contained herein. Such amendments may contain such complimentary additions to and modifications of the covenants, conditions and restrictions as may be necessary to reflect the different character, if any, of the Additional Real Estate or Outlots.

If Declarant shall not own any Lot in the Property or the Additional Real Estate, then an amendment to this Declaration may be made by vote of ninety percent (90%) of the Owners of the Lots in the Property and the Additional Real Estate or seventy-five percent (75%) if the vote on the amendment is more than twenty (20) years after the date hereof.

To be effective such amendment must be properly recorded along with a certificate certifying that the amendment was approved by the appropriate vote of the Owners, which certificate shall be sufficient evidence of such fact.

So long as the Declarant shall own any Lot in the Property or the Additional Real Estate, the Declarant shall have the right to enforce the provisions of this Declaration through an action in Anoka County District Court, seeking damages, a temporary restraining order, a temporary or permanent injunction or any other appropriate relief.

7. Variances

So long as Declarant owns any Lot in the Property or in the Additional Real Estate, the Declarant hereby reserves the right to grant a reasonable written variance or adjustment of the covenants, conditions and restrictions contained herein, in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the strict application of the covenants, conditions and restriction contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other Property or improvements of the Property and the Additional Real Estate and shall not defeat the general intent and purpose of this Declaration.

8. Miscellaneous

- a. Invalidation of any one or more of the provisions herein by Judgment or Court Order shall not affect any of the other provisions, and these shall remain in full force and effect until the date of expiration.
- b. The Declarant and each Owner subject to these provisions shall have the right to enforce the provisions of this Declaration in his/her own name by proceedings at law to recover damages or at equity to restrain violations, against any person violating or attempting to violate any provisions hereof.
- c. If there are two or more Owners of a particular Lot, they are, as a group, entitled to only a single vote for any purpose authorized herein. Owners shall be entitled to one (1) vote for each Lot owned.
- d. For the sole purpose of performing their duties hereunder, the members of the Committee or their duly authorized agents, shall have the right, after reasonable notice to the Owners, to enter upon any Lot for purpose of reasonable inspection.
- e. The failure of the Committee or the Owner of any Lots to enforce any of the covenants, conditions or restrictions contained herein, shall not be deemed a waiver of any right to do so thereafter.

EXHIBIT A

Lots 1,2,3,4,5,6,7 Block 1;
Lots 1,2,3,4,5,6,7 Block 2;
Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22
23,24,25,26,27,28,29,30,31,32,33,34 Block 3;
Lots 1,2,3,4,5,6,7,8,9 Block 4;
Lots 1,2,3,4,5,6,7 Block 5;
Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22
23,24,25,26,27,28 Block 6;

Fox Run, City of NEW RICHMOND, St. Croix County, according to the
recorded plat thereof, on file and of record in the office of the St. Croix
County Recorder, Stillwater, Wisconsin.

IN WITNESS WHEREOF, the party hereto has executed this Declaration on this 18 day of December, 2003.

Oakwood Land Development, Inc.

By: 
Its: President

State of ^{Minnesota} Wisconsin)
County of Anoka)
)ss

The foregoing instrument was acknowledged before me this 18th day of December, 2003, by John R. Peterson, the President of Oakwood Land Development, Inc., a Minnesota Corporation.




Notary

DRAFTED BY
Oakwood Land Development, Inc.
1611 County Highway 10 NE
Spring Lake Park, Mn 55432

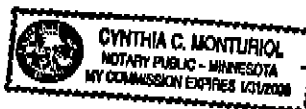
U.S. Home Corporation, a Delaware corporation, d/b/a Orrin Thompson Homes, fee owner of Lots 11, 17 and 19, Block 3, Lots 5, 6 and 7, Block ~~4~~ 4, Fox Run, Hereby consents to the Declaration and agrees that its interest in the foregoing lots shall be and are subject to said Declaration.

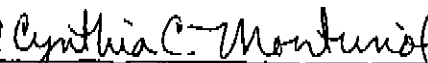
U.S. Home Corporation

By: 
Jon Aune
Its Vice-President

State of Minnesota)
County of Hennepin)

The foregoing instrument was acknowledged before me this 18 day of December 2003 by Jon Aune, Vice-President of U.S. Home, a Delaware Corporation.




Notary Public

845809

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

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COVENANTS
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CC FEE:
PAGES: 29

Document Number

**** See Below ****
Title of Document

Amended Declaration of Covenants, Conditions, Restrictions and Easements for
Fox Run.

Parcel Identification Numbers:

261-1040-91-101, 261-1040-91-102, 261-1040-91-103, 261-1040-91-104, 261-1040-91-105, 261-1040-91-106, and 261-1040-91-107.

261-1040-91-201, 261-1040-91-202, 261-1040-91-203, 261-1040-91-204, 261-1040-91-205, 261-1040-91-206, and 261-1040-91-207.

261-1040-91-301, 261-1040-91-302, 261-1040-91-303, 261-1040-91-304, 261-1040-91-305, 261-1040-91-306, 261-1040-91-307, 261-1040-91-308, 261-1040-91-309, 261-1040-91-310, 261-1040-91-311, 261-1040-91-312,

261-1040-91-313, 261-1040-91-314, 261-1040-91-315, 261-1040-91-316, 261-1040-91-317, 261-1040-91-318, 261-1040-91-319, 261-1040-91-320, 261-1040-91-321, 261-1040-91-322, 261-1040-91-323, 261-1040-91-324, 261-1040-91-325, 261-1040-91-326, 261-1040-91-327, 261-1040-91-328, 261-1040-91-329, 261-1040-91-330, 261-1040-91-331, 261-1040-91-332, 261-1040-91-333, and 261-1040-91-334.

261-1040-91-401, 261-1040-91-401, 261-1040-91-402, 261-1040-91-403, 261-1040-91-404, 261-1040-91-405, 261-1040-91-406, 261-1040-91-407, 261-1040-91-408, and 261-1040-91-409.

261-1040-91-501, 261-1040-91-502, 261-1040-91-503, 261-1040-91-504, 261-1040-91-505, 261-1040-91-506, and 261-1040-91-507.

261-1040-91-601, 261-1040-91-602, 261-1040-91-603, 261-1040-91-604, 261-1040-91-605, 261-1040-91-606, 261-1040-91-607, 261-1040-91-608, 261-1040-91-609, 261-1040-91-610, 261-1040-91-611, 261-1040-91-612, 261-1040-91-613, 261-1040-91-614, 261-1040-91-615, 261-1040-91-616, 261-1040-91-617, 261-1040-91-618, 261-1040-91-619, 261-1040-91-620, 261-1040-91-621, 261-1040-91-622, 261-1040-91-623, 261-1040-91-624, 261-1040-91-625, 261-1040-91-626, 261-1040-91-627, and 261-1040-91-628.

This document drafted by:
Joseph D. Boles
Rodli, Beskar, Boles, Krueger & Pletcher, S.C.
P. O. Box 138
River Falls, WI 54022-0138

Recording Area

Name and Return Address

Joseph D. Boles
Rodli, Beskar, Boles, Krueger & Pletcher, S.C.
P. O. Box 138
River Falls, WI 54022-0138

E

Parcel Identification Number (PIN)

**AMENDED DECLARATION
OF COVENANTS,
CONDITIONS,
RESTRICTIONS AND
EASEMENTS FOR
FOX RUN**

FOX RUN
DECLARATION
TABLE OF CONTENTS

	Page
SECTION 1 DEFINITIONS	1
SECTION 2 DESCRIPTION OF LOTS AND RELATED EASEMENTS	3
SECTION 3 COMMON PROPERTY AND OTHER PROPERTY	4
SECTION 4 ASSOCIATION MEMBERSHIP RIGHTS AND OBLIGATIONS	5
SECTION 5 ADMINISTRATION	6
SECTION 6 ASSESSMENTS	7
SECTION 7 RESTRICTIONS ON USE OF PROPERTY	9
SECTION 8 ARCHITECTURAL STANDARDS	13
SECTION 9 MAINTENANCE	16
SECTION 10 INSURANCE	16
SECTION 11 RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN	19
SECTION 12 EASEMENTS	19
SECTION 13 COMPLIANCE AND REMEDIES	20
SECTION 14 AMENDMENTS	22
SECTION 15 DEVELOPER RIGHTS	23
SECTION 16 MISCELLANEOUS	23

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

FOX RUN

This Declaration of Covenants, Conditions or Restrictions (the "Declaration") is made in the City of New Richmond, County of St. Croix, State of Wisconsin, as of the 12 day of October, 2006, by Fox Run, LLC (the "Developer"), for the purpose of establishing and regulating Fox Run as a single-family residential housing community. This Amended Declaration supersedes and replaces in its entirety the Declaration of Covenants, Conditions, Restrictions and Easements for Fox Run dated December 18, 2003, recorded January 23, 2004 at 3:30 p.m. as document number 752559.

WHEREAS, Developer is the owner of certain real property located in the City of New Richmond, County of St. Croix, State of Wisconsin, legally described in Exhibit A attached hereto, and Developer desires to submit said real property and all improvements thereon (collectively the "Property") to this Declaration, and

WHEREAS, Developer desires to establish on the Property a plan for a permanent 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 value, the structural quality, and the architectural character of the Property.

THEREFORE, Developer subjects the Property to this Declaration under the name "Fox Run," declaring that this Declaration shall constitute covenants to run with the Property and that the Property shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall 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 "Act" shall mean the Wisconsin Uniform Unincorporated Non-Profit Association Act, Wisconsin Statutes Chapter 184, as amended.
- 1.2 "Assessments" shall mean and refer to all Assessments levied by the Association pursuant to Section 6 of this Declaration, including annual Assessments, special Assessments and limited allocation Assessments.

- 1.3 "Association" shall mean Fox Run Homeowners Association, a Wisconsin Unincorporated Association which has been created pursuant to the Act, whose members consist of all Owners.
- 1.4 "Board" shall mean the Board of Directors of the Association as provided for in the By-Laws.
- 1.5 "By-Laws" shall mean the By-Laws governing the operation of the Association, as amended from time to time.
- 1.6 "Common Property" The Common Property is legally described in Exhibit B attached hereto.
- 1.7 "Common Expenses" shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including Assessments and items otherwise identified as Common Expenses in the Declaration or By-laws.
- 1.8 "Developer Control Period" shall mean and refer to the time period during which Developer has the exclusive right to appoint the members of the Board, as provided in Section 15 of this Declaration.
- 1.9 "Developer Rights" shall mean and refer to the exclusive rights reserved to Developer to control the Association and complete the development of the Property, as described in Section 15 of this Declaration.
- 1.10 "Dwelling" shall mean a building consisting of one or more floors, designed and intended for occupancy as a single family residence, and located within the boundaries of a Lot. Any reference to a Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Lot in which the Dwelling is located.
- 1.11 "Governing Documents" shall mean this Declaration, and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.
- 1.12 "Lot" shall mean any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as described in Section 2.1 and shown on the Plat, including all improvements thereon, but excluding the Common Property.
- 1.13 "Member" shall mean all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.
- 1.14 "Occupant" shall mean any person or persons, other than an Owner, in possession of or residing on a Lot.

- 1.15 “Owner” shall mean a Person who owns a Lot, but excluding land contract vendors, mortgagees and other secured parties, and grantors of life estates. The term “Owner” includes, without limitation, land contract vendees and holders of a life estate.
- 1.16 “Person” shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.17 “Plat” shall mean the recorded plat depicting the Property pursuant to the requirements of Wisconsin Statutes Chapter 236, including any amended Plat or replat recorded from time to time.
- 1.18 “Property” shall mean all of the real property submitted 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.
- 1.19 “Rules and Regulations” shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.

SECTION 2

DESCRIPTION OF LOTS AND RELATED EASEMENTS

2.1 Lots. There are 92 Lots, all of which are restricted exclusively to single-family residential use. No additional Lots may be created except as permitted by the applicable governmental authorities. The Lots are identified by lot and block numbers and subdivision name, as shown on the Plat, which is incorporated herein by reference. A schedule of Lots is set forth on Exhibit A attached hereto.

2.2 Use and Enjoyment Easements. Each Lot shall be the beneficiary of easements for use and enjoyment on and across the Common Property, subject to any restrictions imposed by or pursuant to the Governing Documents.

2.3 Utility and Maintenance Easements. Each Lot shall be subject to and shall be the beneficiary of easements for all services, communications and utilities servicing the other Lots and the Common Property, and for maintenance, repair and replacement as described in Section 12.

2.4 Entry Monument Easement. The common property of Fox Run shall be burdened by and the Association shall be benefitted by, easements for the location, relocation, maintenance, repair and, if necessary, replacement of the entry monument(s) for the Property.

2.5 Public Service Personnel. The Common Property shall be subject to an easement in favor of local and state police, medical and fire safety personnel, for the exercise of their proper duties.

2.6 Drainage Easements/Ponding Easements. See Plats.

The following notice is required by St. Croix County: "Developer was required by St. Croix County to have an approved comprehensive water drainage and soil erosion plan for the subdivision. No owner or resident shall do anything which would interfere with or change the operation of this plan. This includes, but is not limited to, building upon, obstructing, altering, filling or excavating or planting in, any pond easements, water drainage ditches, water runways, water culverts, berms or grass seedings. Information about the approved comprehensive water drainage and soil erosion prevention plan may be obtained from the Declarant.

2.7 Developer's Easements. Developer shall have and be the beneficiary of exclusive easements for construction, sales activities and related purposes as described in Section 15.

2.8 Recorded Easements. The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.

2.9 Easements are Appurtenant. All easements and similar rights burdening or benefitting a Lot or any other part of the Property shall run with the land, and shall be permanent, subject only to termination in accordance with the terms of the easement, the agreement of the benefitted parties or a court order. Any recorded easement benefitting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

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

2.11 Benefit of Easements. All easements benefitting a Lot shall benefit the Owners and Occupants of the Lot, and their families and guests. However, an Owner who has delegated the right to occupy the Lot 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 Lot or recovery of possession of the Lot from the Occupant pursuant to law.

SECTION 3

COMMON PROPERTY AND OTHER PROPERTY

2.1 Common Property. The Common Property and its characteristics are as follows:

- a. The Common Property consists of the entrance monuments, entrance monument easements, conservation easements, and parkland as shown on the plat of Fox Run.
- b. The Common Property shall be subject to (i) the applicable easements as described in this Declaration; and (ii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.

- c. Except as otherwise expressly provided in the Governing Documents, all maintenance, repair, replacement, management and operation of the Common Property shall be the responsibility of the Association.
- d. 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 6.
- e. **Please Note: The City of New Richmond and County of St. Croix reserve the right to assess the homeowners in Fox Run if the common property is not maintained by the Association.**

SECTION 4

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Lot 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:

4.1 Membership. Each Owner shall be a member of the Association by virtue of Lot ownership, and the membership shall be transferred with the conveyance of the Owner's interest in the Lot. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Lot, all such Persons shall be members of the Association, but multiple ownership of a Lot shall not increase the voting rights allocated to such Lot nor authorize the division of the voting rights.

4.2 Voting and Common Expenses. Voting rights and Common Expense obligations are allocated equally among the Lots, subject to limited Assessments authorized by Section 6.

4.3 Appurtenant Rights and Obligations. The ownership of a Lot shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations and interests, and the title to the Lots, shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Lot, separate from the title to the Lot shall be void. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents.

4.4 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 Lot at meetings of the Association. However, if there are multiple Owners of a Lot, only the Owner or other Person designated pursuant to the provisions of the By-Laws may cast such vote. The voting rights of Owners are more fully described in the By-Laws.

SECTION 5

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:

- 5.1 General. The operation and administration of the Association shall be governed by the Governing Documents, the Rules and Regulations. The Association shall, subject to the rights of the Owners set forth in the Governing Documents, be 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 power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.
- 5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and the Rules and Regulations, (ii) maintaining, repairing and replacing those portions of the Property for which it is responsible, and (iii) preserving the value and architectural character of the Property.
- 5.3 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties as defined in the Act.
- 5.4 By-Laws. The Association shall have By-Laws. The By-Laws shall govern the operation and administration of the Association, and shall be binding on all Owners and Occupants.
- 5.5 Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.
- 5.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents and applicable law. The inclusion in other parts of the Governing Documents of authority to approve Rules and

Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

- 5.7 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 6

ASSESSMENTS

- 6.1 General. Assessments shall be determined and assessed against the Lots by the Board, in its discretion; subject to the requirements and procedures set forth in this Section 6, and the requirements of the By-Laws. Assessments shall include annual Assessments under Section 6.2, and may include Special Assessments under Section 6.3 and limited Assessments under Section 6.4. Annual and Special Assessments shall be allocated among the Lots equally. Limited Assessments under Section 6.4 shall be allocated to Lots as set forth in that Section.
- 6.2 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 for that year which are to be shared equally by all Lots. Annual Assessments shall be payable in equal monthly or quarterly installments, as determined by the Board. Annual Assessments shall provide, among other things, for an adequate reserve fund for the maintenance, repair and replacement of the Common Property.
- 6.3 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 Lots equally. Special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Common Expense.
- 6.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion, levy and allocate limited Assessments among only certain Lots in accordance with the following requirements and procedures:
- a. Any Assessment or portion thereof benefitting fewer than all of the Lots, whether for maintenance or otherwise, may be assessed exclusively against the Lot or Lots benefitted.
 - b. Reasonable attorneys' fees and other costs incurred by the Association or the Declarant in connection with (i) the collection of Assessments and (ii) the enforcement

of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their guests, may be assessed against the Owner's Lot.

- c. Late charges, fines and interest may be assessed as provided in Section 13.
- d. Assessments levied to pay a judgment against the Association may be levied only against the Lots existing at the time the judgment was entered, in proportion to their Common Expense liabilities.
- e. If any damage to the Common Property or another Lot 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 Lot to the extent not covered by insurance.
- f. If any Assessment or installment of an Assessment becomes more than thirty (30) days past due, then the Association may, upon ten (10) days written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.

Assessments levied under Sections 6.4 a. through f. may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under Section 6.

6.5 Liability of Owners for Assessments; Developer's Exemption. The obligation of an Owner to pay Assessments shall commence at the later of (i) the time at which the Owner acquires title to the Lot, or (ii) the due day of the first Assessment levied by the Board; provided, that neither Developer, nor any unsold Lot owned by Developer, shall be subject to or liable for any Assessment or Assessment lien. The Owner at the time an Assessment is payable with respect to the Lot shall be personally liable for the share of the Common Expenses assessed against such Lot. Such liability shall be joint and several where there are multiple Owners of the Lot. The liability is absolute and unconditional. No Owner is exempt from liability for payment of Assessments by right of set-off, by waiver or use or enjoyment of any part of the Property, by absence from or abandonment of the Lot, 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.

6.6 Assessment Lien. The Association may place a lien on a Lot for any Assessment levied against that Lot 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 pursuant to the Governing Documents are liens, and are enforceable as Assessments, under this Section 6. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 6, and no further recording 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.

6.7 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Lot under the laws of the State of Wisconsin. The lien shall be foreclosed in like manner as a

mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot so acquired. The Owner and any other Person claiming an interest in the Lot, by the acceptance or assertion of any interest in the Lot, 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 Lot.

6.8 Lien Priority; Foreclosure. A lien for Assessments is prior to all other liens and encumbrances on a Lot except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Lot, and (iii) liens for real estate taxes and other governmental Assessments or charges against the Lot.

6.9 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Lot the buyer shall not be personally liable for any unpaid Assessments and other charges made by the Association against the seller or the seller's Lot 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 Lot until released. 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 Lot, including all Assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

SECTION 7

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 Lot, 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:

7.1 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.

7.2 Subdivision Prohibited. Except as permitted by the Governing Documents, no Lot nor any part of the Common Property may be subdivided, partitioned or converted to other use without prior approval by the Owners at an Association meeting, any governmental authorities having jurisdiction over the Property and any secured parties holding first mortgages on any Lots affected.

7.3 Residential Use. The Lots shall be used by Owners and Occupants and their guests exclusively as private, single family residential Lots. No Dwelling shall be used for hotel, commercial, business or other non-residential purposes, except as provided in Section 7.4.

7.4 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 in any Lot or the Common Property except:

- a. An Owner or Occupant permanently residing in a Dwelling may maintain a home occupation in the Dwelling and handle matters relating to such home occupation by telephone or correspondence therefrom; provided, that such uses (i) are incidental to the residential use; (ii) do not involve physical alteration of the Dwelling visible from the exterior; (iii) are in compliance with all governmental laws, ordinances and regulations; and (iv) do not involve any observable business activity such as signs, advertising displays, regular deliveries, or pedestrian or vehicular traffic to and from the Lot by customers or employees. By way of example, and not by way of any limitation, a day care business would be prohibited because it will generate regular pedestrian and/or vehicular traffic to and from the Lot by customers of the day care.
- b. The Association may maintain offices on the Property for management and related purposes.
- c. Developer may maintain sales offices and related facilities on the Property in connection with the exercise of its Developer Rights in compliance with all governmental laws, ordinances and regulations.

7.5 Leasing. Leasing of Dwellings shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that no Dwelling shall be leased for hotel or other transient dwelling purposes, (ii) that no Dwelling may provide that the lease is subleased, and (iii) that all leases shall be subject to the Governing Documents, and the Rules and Regulations, 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 and Regulations as may be necessary to implement reasonable procedures for the leasing of Dwellings, consistent with this Section.

7.6 Delegation of Use. An Owner may delegate, in accordance with the Governing Documents, the Owner's right of use and enjoyment of the Lot to persons living in the Dwelling located on the Lot pursuant to a legal right of possession; provided, that such persons shall be subject to the Governing Documents and the Rules and Regulations. If lessees, or other persons other than the Owner or the Owner's family, have been given the legal right to possess the Owner's Lot, then those persons shall have the right to use the Common Property.

7.7 Parking. Garages on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such other incidental uses as may be authorized in writing by the Association. All vehicles shall be parked inside the garage.

7.8 No Exterior Storage. All vehicles including, but not limited to, motor vehicles, recreational vehicles, boats, trailers, campers, buses, snowmobiles and motor homes, shall be stored within the garage. Trash containers, firewood stacks, play equipment and other personal property shall be stored within the garage. No exterior storage shall be permitted on the property or in the street.

7.9 Secondary Garages and Outbuildings. Subject to prior approval of the architectural control committee, except pursuant to paragraph 7.25, secondary garages and other outbuildings are prohibited.

7.10 Playground Equipment. Playground equipment shall be permitted on each Lot. The playground equipment is subject to the following restrictions: The playground equipment shall be earth tone in color, occupy a space of no larger than 160 square feet and no higher than 10 feet and there shall be no playhouse or similar type of enclosures.

7.11 Dog Runs/Kennels. Subject to prior approval of the architectural control committee, and subject to architectural control committee for location, dog runs and kennels shall be permitted but may be located only behind the garage of a home and shall be landscaped to shield their appearance from the public right-of-way. Any dog runs/kennels shall be no longer than 120 square feet and shall be no higher than 4 feet. A dog house shall be no larger than 16 square feet and no higher than 4 feet.

7.12 Animals. No animals may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. Only domestic house pets, such as dogs, cats, fish, birds and the like may be kept on the Property. There shall be no more than two dogs or two cats (or one dog and one cat) kept on any of the Lots at any one time.

7.13 Dirt Bikes, ATVs and Boats. No all terrain vehicles (ATV) including, but not limited to, dirt bikes, three wheelers and four wheelers, and no snowmobiles, shall be operated within the Property. Storage of ATVs, snowmobiles, and boats are permitted provided they are stored consistent with the storage requirements of this Declaration.

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

7.15 Compliance with Law; Liability. No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could 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.

7.16 Improvements. Except for those made by Developer in consideration of its initial sale of a Lot, no Improvements (as defined in Section 8) shall be made, or caused or allowed to be made, in any part of the Common Property, or on any part of the Lot which affects the Common Property or another Lot or which is visible from outside the Lot, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8.

7.17 Ponds, Wetlands and Trees. Except as provided in this Section, conservation easements, ponds, marshes wetland areas, vegetation and trees, located in areas shown on the Plat as within a drainage or ponding easements (other than those located along Lot boundaries), shall be maintained by the Association (i) in compliance with all statutes, requirements, rules and regulations

imposed on such areas by any governmental authorities having jurisdiction thereover and (ii) subject to the prior approval of any such governmental authorities, if required, with respect to any changes regulated by such authorities. No cutting, mowing, trimming, draining, dredging or other alteration of such areas shall be permitted, except as authorized by law, it being the intention that such areas remain and be maintained in substantially their condition as of the date of completion of construction of the Dwellings, and subject to natural changes.

7.18 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Lot or Dwelling into separate time periods, is prohibited.

7.19 Access to Lots. In case of emergency, the Common Property and all Lots are subject to entry, without notice and at any time, by an officer or member of the Board, by the Association's management agents or by any police and other public safety personnel. Entry is also authorized for maintenance purposes and for enforcement purposes, as provided elsewhere in this Declaration.

7.20 Tents, Tent Campers, or Campers. No tents, tent campers, or campers shall be allowed on any lot or adjacent street for more than a total of 48 hours during any 30 day period.

7.21 Fill Dumping and Removal of Fill. Any fill, dumping, any/or removing of fill shall be approved by the architectural control committee.

7.22 Signs. A single sign of no more than four square feet dedicated to the purpose of signing residence is the only permissible sign. Any such sign shall be approved by the architectural control committee prior to placing it on the property.

7.23 Swimming Pools. Subject to approval of the architectural control committee, an in ground pool may be approved. No above ground pools shall be permitted on any lot.

7.24 Fencing. The architectural control committee shall approve any fence prior to its installation. The architectural control committee has the absolute discretion to prohibit any fence on a given lot. Further, any approved fence shall be subject to the following:

- A. No board or board privacy fences shall be permitted;
- B. Materials used must be consistent with materials and colors of the dwelling;
and
- C. Fences shall only be permitted in the back yard of lots extending from the rear dwelling corners.

7.25 Storage Sheds. Any storage shed placed on the property shall be approved prior to the commencement of construction by the architectural control committee. Any sheds so approved shall be no larger than 80 square feet and shall be built with the same design and materials used for the construction of the home. The placement of any storage shed on a lot shall be subject to the approval of the architectural control committee.

7.26 Gardens. A garden of not more than 160 square feet shall be permitted, subject to the approval of the architectural control committee as to its placement. Any garden shall be well kept

and groomed in appearance. Any such garden so approved shall be kept weeded and neat in appearance. Plant height shall be limited to three feet.

7.27 Television or Satellite Antennae, Dish or Receivers. The placement of any television or satellite antennae or dish or a receiver shall be approved by the architectural control committee. No dishes shall be approved which are larger than 18 inches in diameter. Any television or satellite antennae or dish or a receiver shall be located to the rear of the dwelling to minimize visibility.

SECTION 8

ARCHITECTURAL STANDARDS

8.1 Restrictions on Improvements. One of the purposes of this Declaration is to ensure that those parts of the Lots and Dwellings which are visible from outside the Lot be kept architecturally attractive in appearance. Therefore, except as set forth in Section 8.5, the following restrictions and requirements shall apply to all improvements to the Property:

- a. All initial construction or improvements on any of the Lots (collectively, "Initial Construction") shall be subject the review and approval by the Developer in accordance with this Section 8.
- b. 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 on a Lot (collectively referred to as "Improvements"), 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 Improvements shall have been approved in writing by an architectural committee appointed by the Board.
- c. The Board shall appoint and supervise the architectural committee, and specifically delegate to it the functions exercised under this Section 8; provided, that Developer shall be entitled to appoint the members of the architectural committee until Developer no longer owns an unsold Lot for sale to the public. Thereafter, the entire architectural committee shall be appointed by the Board, and a majority of its members shall be Owners. The architectural committee shall have three or five members. The architectural committee's decisions pursuant to this Section 8 shall be subject to Developer's written approval until such time as Developer no longer owns an unsold Lot for sale to the public. Notwithstanding the foregoing, the Board may elect to act as the architectural committee, and in such case all references in this Section to the architectural committee shall refer to the Board.
- d. The architectural committee may establish criteria for approval of Improvements under its jurisdiction; provided that the following minimum criteria shall apply.

- (1) The exterior design criteria for Dwellings initially constructed on the Lots shall be determined by Developer.
- (2) It is the Developer's intent that the homes reflect the historical beauty of the farm environment and be architecturally compatible with traditional designs and materials. Stark, ultra-modern or contemporary exteriors are unsuitable.
- (3) All additions to Dwellings shall substantially maintain the same original style and design characteristics of the Dwelling. Comparable or better quality materials shall be used in additions to Dwellings.
- (4) No temporary structures or manufactured homes shall be permitted.
- (5) All Dwellings shall be constructed on industry standard concrete foundations, with foundation walls of concrete block or poured concrete.
- (6) At a minimum, a double attached garage shall be included with each Dwelling.
- (7) There shall be adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the construction of the Improvements.
- (8) There shall be compliance with governmental laws, codes and regulations.
- (9) Only one Dwelling (including the attached garage) shall be constructed on each Lot.

Except as otherwise provided in this Section 8, the Developer or, where applicable, the architectural committee, shall be the sole judge of whether the criteria are satisfied. The Board may reverse or modify any decision of the architectural committee which the Board determines to be in violation of the Governing Documents or any law, or which it determines to be unreasonable or unfair based upon neutral principles uniformly applied.

8.2 Review Procedures – Initial Construction. The following minimum requirements shall govern requests for approval of initial construction. See Section 3.2. The Developer shall have the sole right to review and approve, in the Developer's sole discretion, the initial construction within the Property. No initial construction shall begin including, but not limited to, excavation, until the Developer's written approval has been obtained.

8.3 Review Procedures – Alterations and Improvements. The following procedures shall govern requests for alterations or improvements under this Section:

- a. Detailed plans, specifications and related information regarding any proposed Improvements, in form and content acceptable to the architectural committee, shall be submitted to the architectural committee at least thirty (30) days prior to the

projected commencement of construction. No Improvements shall be commenced prior to approval.

- b. The architectural committee shall give the Owner written notice of approval. If the architectural committee fails to approve or disapprove within thirty (30) days after receipt of said plans and specifications and all other information requested by the architectural committee, then approval shall be deemed to be granted; provided that the Improvements are done in accordance with the plans, specifications and related information which were submitted.
- c. If no request for approval is submitted, approval shall be deemed to be denied.

8.4 Remedies for Violations. The Association, or Developer so long as it owns an unsold Lot for sale, may undertake any measures, legal 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 costs of enforcement incurred by it, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Lot and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Lot and to restore any part of the Dwelling or Lot to its prior condition if any Improvements 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 Lot.

8.5 Hold Harmless. Any Person who makes application for or causes Initial Construction or Improvements to be made, regardless of whether the Initial Construction or Improvements are approved by the Developer or the architectural committee, shall be solely responsible for the construction standards and specifications relating to the Initial Construction or Improvements, and the construction work. That Person shall be solely responsible for determining whether the Initial Construction or Improvements are in violation of any restrictions imposed by any governmental authority having jurisdiction over the Property. That Person shall hold the Association and Developer harmless and indemnify them, and their officers and directors, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorneys' fees and governmental laws, codes, ordinances or regulations, (ii) the adequacy of the specifications for construction of the Initial Construction or Improvements, and (iii) the construction of the Initial Construction or Improvements.

8.6 Exemptions. The requirements set forth in this Section 8 (except Subsection 8.4) shall not apply to the following antenna installed on a Lot, as permitted by applicable federal law: (i) one antenna one meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming services, or (ii) any antenna for receiving television broadcast signals. The architectural committee may require that the antenna be installed so as to minimize its visibility, unless such requirements would unreasonably delay installation, or unreasonably increase the cost of installation, maintenance or use of the antenna, or preclude reception of an acceptable quality signal. The architectural committee shall have authority to impose further, reasonable requirements consistent with law.

SECTION 9

MAINTENANCE

9.1 Maintenance by Association. The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common Property, including all Improvements thereon. The Association shall not have any obligation to maintain any Building or Dwelling located on a Lot.

9.2 Optional Maintenance by Association. The Association may, with the approval of the Board and a majority of votes cast by the Owners in person or by proxy at a meeting called for such purposes, undertake to provide maintenance to the yard areas of Lots, or maintenance of water and sewer systems on the Lots.

9.3 Maintenance by Owner. All maintenance of the Dwellings and Lots shall be the sole responsibility and expense of the Owners thereof, with the limited exception of the optional maintenance option described in Section 9.3 above.

9.4 Damage Caused by Owner. Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Lot which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter the yard area of any Lot to do so); provided, that the Association may do so only after the expiration of 30 days following written notice to the Owner or Occupant of the Lot. The costs of such work by the Association may be charged and assessed against the Lot of the Owner responsible for the damage. Such costs shall be a personal obligation of the Owner and a lien against the Owner's Lot. In the case of party walls between Dwellings, the Owners of the affected Dwellings shall be liable as provided in Section 10.

SECTION 10

INSURANCE

10.1 Required Coverage. The Association shall obtain and maintain, at a minimum, a 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:

- a. Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Improvements to the Common Property, 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. The policy or policies shall include such endorsements, coverages and limits as may be necessary to cover those unique risks and liabilities generated by the Equestrian Center and equestrian activities on the

Common Property. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. The Association may also enter into binding written agreements with a mortgagee, insurer or loan servicer obligating the Association to keep certain specified coverages or endorsements in effect.

- b. Comprehensive public liability insurance covering the use, operation, and maintenance of the Common Property, with minimum limits of one million dollars (\$1,000,000) per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy or policies shall include such endorsements, coverages and limits as may be necessary to cover those unique risks and liabilities generated by the Equestrian Center and equestrian activities on the Common Property. The policy shall 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.
- c. Fidelity 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 or financing of a mortgage on a Lot. The fidelity bond or insurance shall name the Association as the named insured.
- d. Workers' Compensation insurance as required by law.
- e. Directors and officers liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.
- f. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

10.2 Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as annual Assessments, and allocated among the Lots as determined by the Board consistent with the Governing Documents. The insurance need not cover the Dwellings, but if the Dwellings are covered, any cost may be assessed against the Lots affected. The Association may, in the case of a claim for damage to insured Improvements on a Lot, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Lots affected in any reasonable manner, or (iii) require the Owners of the Lots affected to pay the deductible amount directly.

10.3 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 secured parties 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.

10.4 Required Policy Provisions. All policies of property insurance carried by the Association shall contain the following provisions or endorsements, if reasonably available:

- a. Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Property or membership in the Association.
- b. 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.
- c. No act or omission by any Owner or secured party, 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.
- d. 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.

10.5 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 cancelled or substantially modified, for any reason, without at least thirty (30) days prior written notice to the Association, and all insureds.

10.6 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.

10.7 No Contribution. All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by Owners.

10.8 Effect of Acts Not Within Association's Control. All policies of insurance maintained by the Association shall provide that the coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

10.9 Owner's Personal Insurance. Unless such insurance is approved and carried by the Association, each Owner shall obtain personal insurance coverage at his or her own expense covering fire and other casualty to the Owner's Dwelling, personal property insurance and public liability insurance covering the Owner's Lot and all horses and related equestrian equipment.

SECTION 11

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

11.1 Reconstruction. In the event of a casualty the damaged Improvements shall be promptly rebuilt and restored. All repair and reconstruction shall be substantially in accordance with the plans and specifications of the Improvements as initially constructed and subsequently improved.

11.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Common Property by condemnation or eminent domain, (i) notice shall be given to all Owners, (ii) the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements or agreements and (iii) any awards or proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners.

11.3 Notice. The Association shall promptly give written notice of any condemnation proceedings or substantial destruction of the Property to all Owners.

SECTION 12

EASEMENTS

12.1 Utility Easements. The Property shall be 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 and other electronic communications, water, sewer, irrigation systems, 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 Lot, and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Lots 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 use and quiet enjoyment of the Lots by the Owners and Occupants, nor affect any Improvements located on the Lots.

12.2 Emergency Access to Lots. In case of emergency, all Lots and Limited Common Property are subject to an easement for access, without notice and at any time, by an officer or member of the Board, by the Association's management agents, or by any police, fire or other public safety personnel. The Association and any Owner whose Lot is involved in the emergency access event shall hold the Town of Hudson and County of St. Croix, together with their public safety personnel, and the Association's managers, officers and Board members who enter the Property harmless from any claims arising out of such entry.

12.3 Project Sign Easements. Developer shall have the right to erect project signs identifying the project and related directional signs within the Property.

12.4 Conservation Easements. The property may be subject to easements by DNR or wildlife easements.

SECTION 13

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 Act, the Governing Documents, the Rules and Regulations, and such amendments thereto as may be made from time to time, and the decisions of the Association. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents or by law.

13.1 Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. 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 and Regulations, the Act or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, or take or omit other action in violation of the Governing Documents or the Rules and Regulations, as a measure to enforce such Owner's position, or for any other reason.

13.2 Remedies. In addition to any other remedies, 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 and Regulations:

- a. Commence legal action for damages or equitable relief in any court of competent jurisdiction.
- b. Impose late charges of up to the greater of twenty dollars (\$20), or fifteen percent (15%) 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 month after the Assessment or installment was due.
- c. In the event of default of more than thirty (30) days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Lot 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 (10) days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.
- d. Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rules and Regulations of the Association.
- e. Suspend the rights of any Owner to vote when the Assessments due with respect to the Owner's Lot are past due, and suspend the rights of any Owner or Occupant and their

guests to use any Common Property recreational 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 Lot. 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 (30) days thereafter, for each violation.

- f. 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 Lots.
- g. Enter any Lot in which, or as to which, a violation or breach of the Governing Documents exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Dwelling or other part of the Property or the property of the Owners or Occupants, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition on the Lot which is causing the violation; provided, that any Improvements which are a part of a Dwelling may be altered or demolished only pursuant to a court order or with the agreement of the Owner.
- h. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents.

13.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Section 14.2 d., e., f. or g., the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten (10) days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty (30) days of receipt of the hearing request by the Board, and with at least ten (10) 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 (10) days following the hearing, if not delivered to the offender at the hearing.

13.4 Lien for Charges, Penalties, Etc. Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Lot 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 6. 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.

13.5 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 Act, Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Lot 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 Lot.

13.6 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Lot, 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 Lot.

13.7 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, the Rules and Regulations, and the Act as provided therein.

SECTION 14

AMENDMENTS

14.1 Approval Requirements. Except for amendments by Developer to add real estate to the Property and subject to Developers' rights in Section 15, this Declaration may be amended only by the approval of:

- a. Owners of Lots to which are allocated at least sixty-seven percent (67%) of the total votes in the Association.
- b. Developer as to certain amendments as provided in Section 15.6.
- c. Developer until all lots are sold or developed surrenders its right to approval of an amendment.

14.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the By-Laws. Approvals of Developer shall be in writing. The amendment shall be effective when recorded. 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 15

DEVELOPER RIGHTS

Developer hereby reserves exclusive and unconditional authority to exercise the following rights for as long as it owns a Lot, or for such shorter period as may be specifically indicated:

15.1 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 Lots and Common Property to accommodate the exercise of any Developer rights.

15.2 Sales Facilities. To construct, operate and maintain a sales office, management office, model Lots and other development, sales and rental facilities within the Common Property, and within any Lots owned by Developer from time to time, located anywhere on the Property.

15.3 Signs. To erect and maintain signs and other sales displays offering the Lots for sale or lease, in or on any Lot owned by Developer and on the Common Property.

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

15.5 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) following the sale of the final Lot owned by Developer in the Property.

15.6 Consent to Certain Amendments. Until such time as Developer no longer owns any unsold Lot for initial sale, Developer's written consent shall be required for any amendment to the Governing Documents or Rules and Regulations which directly or indirectly affects Developer's rights under the Governing Documents.

SECTION 16

MISCELLANEOUS

16.1 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.

16.2 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.

16.3 Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers or the Owners or Occupants 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 By-Laws shall be effective upon receipt by the Association.

16.4 Conflicts Among Documents. In the event of any conflict among the provisions, the Declaration, the By-Laws or any Rules or Regulations approved by the Association, the Declaration shall control unless it permits the documents to control. As between the By-Laws and Rules and Regulations, the By-Laws shall control.

16.5 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration shall be perpetual, subject only to termination by court order, or by written agreement of (i) the Owners of eighty percent (80%) of the Lots, (ii) eighty percent (80%) of the holders of first mortgages on the Lots, and (iii) the Developer so long as Developer owns a Lot.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth in accordance with the requirements of the Act.

Fox Run, LLC:

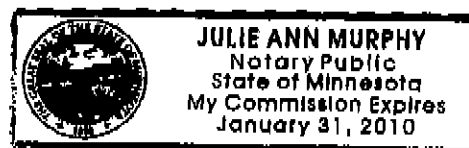
By: *T.D. Hansen*
T.D. Hansen
Title: Managing Member

STATE OF Minnesota)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 12th day of October, 2006, by Thomas Hansen, the Managing Member of Fox Run, LLC on behalf of said entity.

Julie Murphy
Notary Public

This document drafted by:
Joseph D. Boles
Rodli, Beskar, Boles & Krueger, S.C.
P. O. Box 138
River Falls, WI 54022-0138
715-425-7281



FOX RUN

EXHIBIT A TO DECLARATION OF COVENANTS

DESCRIPTION OF PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7 Block 1;

Lots 1, 2, 3, 4, 5, 6, 7 Block 2;

**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,
21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 Block 3;**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 Block 4;

Lots 1, 2, 3, 4, 5, 6, 7 Block 5;

**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,
21, 22, 23, 24, 25, 26, 27, 28 Block 6;**

**Fox Run, City of New Richmond, St. Croix County, according to
the recorded plat thereof, on file and of record in the office of the
St. Croix County Recorder, Hudson, Wisconsin.**

FOX RUN

EXHIBIT B TO DECLARATION OF COVENANTS

DESCRIPTION OF COMMON PROPERTY

According to the Plat of Fox Run as recorded in the office of the St. Croix County Register of Deeds.