

thank yo

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

Melissa Wiegele

Zach Hunter

Project Manager



Project Manager

REALTOR



# **Emergency Contacts**

HVAC | Furnace | Air Conditioning Brian Hanson | St. Croix Heating 612-770-0907

> Electrical Colin Murphy 715-760-1829

Plumbing Nelson Plumbing 715-821-4444

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> Irrigation Cole Langer 715-821-5398

Landscaping Schommer Landscaping 715-684-9734

Septic (Rolling Hills Farm) Keith Knutson 651-470-1737

> Well Tim Butterfield 715-247-4873



## 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 SWEPT 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 QUITE. 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 awn are

### IRRIGATION INSTALLATION

Residential Irrigation Installation.

### IRRIGATION MAINTENANCE

Winter Blowouts, Irrigation Maintenance, & Repair

## WEED CONTROL

Fertilizing & Weed Control

### GET A FREE ESTIMATE/WINTER BLOWOUTS

715-821-5398

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



WATCHDOG

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 homes 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.

What to do:





(Figure 1) Incorrect drain tile installation. Tile cutoff by landscaping.



(Figure 1a) Correct drain tile exit to daylight.

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.



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

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.

Tremco Commercial Sealants & Waterproofing | 3735 Green Road | Beachwood, OH 44122 | US: 800.852.9068 | CAN: 800.363.3213 | tremcosealants.com

Tremco Construction Products Group (CPG) brings together Tremco Incorporated's Commercial Sealants & Waterproofing and Roofing & Building Maintenance operating divisions; Dryvit Systems, Inc.; Nudura Inc.; Willseal; Weatherproofing Technologies, Inc. and Weatherproofing Technologies Canada, Inc.



Tremco® is a registered trademark of Tremco Incorporated. Use of the ® symbol indicates registration with the US Patent & Trademark Office and the Canadian Intellectual Property Office.



## **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 1<sup>st</sup> and 2<sup>nd</sup> 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



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#### INTRODUCTION

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 <u>outdoor</u> 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  $35^{\circ}F$  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.

### Comfort and Indoor Humidity

## 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  $72^{\circ}$  and  $82^{\circ}$  F.

**Relative Humidity and Comfort** 



#### **Relative Humidity (RH) %**

\*For 80% or more of the occupants in a space

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.

# WINDOWS AND CONDENSATION (CONTINUED)

## 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<sup>®</sup> High-Performance<sup>™</sup> Low-E4<sup>™</sup> 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<sup>®</sup> Low-E4<sup>®</sup> glass helps keep heat inside. In warm weather it helps keep heat outside.

#### What is the difference between Andersen<sup>®</sup> 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<sup>®</sup> 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 Document Number

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HIGHVIEW MEADOWS FIFTH ADDITION

Document Title

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## DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HIGHVIEW MEADOWS FIFTH ADDITION

THIS DECLARATION is made on this day of Autor, 2019, by Kings Hwy, LLC, a Wisconsin limited liability company, by C & J Builders, Inc., a Wisconsin corporation by Jeffrey Husby, its president (hereinafter referred to as "Declarants").

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#### **RECITALS:**

A. Declarants are the fee simple owners of certain real estate being located in the City of River Falls, County of Pierce, State of Wisconsin described as follows:

Lots 174, 175, 176, 177, 178, 179, 180, 206, 207 and 208, Plat of Highview Meadows Fifth Addition, in the City of River Falls, St. Croix County, Wisconsin and Lots 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201 202, 203, 204, 205 and 206, Plat of Highview Meadows Fifth Addition, in the City of River Falls, Pierce County, Wisconsin

**B.** Declarants hereby reserve for expansion for the Plat of Highview Meadows Fifth Addition, the following real property described as follows:

Part of the SW 1/4 of the SE 1/4 of Section 32, Township 28 North, Range 18 West, City of River Falls, St. Croix County, Wisconsin and part of the NW 1/4 of the NE 1/4 of Section 5, Township 27 North, Range 18 West, City of River Falls, Pierce County, Wisconsin including part of Outlots 9 and 10 of the Plat of Highview Meadows EXCEPT Lots 174, 175, 176, 177, 178, 179, 180, 206, 207 and 208, Plat of Highview Meadows Fifth Addition, in the City of River Falls, St. Croix County, Wisconsin and Lots 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201 202, 203, 204, 205, 206 and Outlot 45, Plat of Highview Meadows Fifth Addition, in the City of River Falls, Pierce County, Wisconsin.

**C.** Declarants desire to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**NOW, THEREFORE,** Declarants hereby declare that the property shall be held, built upon, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, charges and liens which are for the purpose of protecting the value and desirability of, and the benefits and burdens of which shall run with, the property and shall be binding in all parties having any right, title or interest in the property or any part thereof, and their heirs, successors and assigns.

any right, title or interest in the property or any part thereof, and their heirs, successors and assigns.

#### ARTICLE I DEFINITIONS

Section 1. "Owner" shall mean and refer to the holder of the fee simple title to, to a contract for deed vendee of, or to any life tenant or lessee of a lease having a term of more than three years in, and Lot which is part of the property, or any combination thereof, whether one or more persons or entities, but excluding contract for deed vendors and others having such interest merely as security for the performance of an obligation.

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**Section 2.** "Property" shall mean and refer to that certain real property described hereunder, and such additions thereto, as may hereafter be brought within the jurisdiction of the Plat in accordance with the provisions hereof.

Section 3. "Private Yard Area" shall mean and refer to that portion of a Lot not covered by a Living Unit.

Section 4. "Living Unit" shall mean and refer to the improvements located on any Lot designed for use as a single-family dwelling unit.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the property and shall, when the context hereof requires, include any improvements thereon.

Section 6. "Declarants" shall mean and refer to Kings Hwy, a Wisconsin limited liability company, by Jeffrey Husby, its member, their heirs, successors and assigns if (i) any such heir, successor or assign should acquire more than one undeveloped Lot from the Declarant for the purpose of development and the instrument of conveyance recites that such heir, successor or assign has acquired all of the rights and obligations of the Declarants, or (ii) such rights and obligations pass to such successor or assign by operation of law.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Conditions and Easements, as from time to time amended in accordance with the provisions hereof.

#### ARTICLE II RIGHTS AND OBLIGATIONS.

Section 1. Initial Construction of Residence on Lot. No residence or other structure shall be erected or placed on any lot until the Plans and Specifications for the residence or other structure shall have been approved, in writing, by the Architectural Control Committee. Plans and Specifications ("Plans and Specifications") required for review shall be those as the Architectural Control Committee may require from time to time. Section 2. Residential Use. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family Residence. Maximum allowable height shall be twostories plus basement. Roof pitches shall not be less than a 7/12. Exterior finishes shall be as deemed appropriate by the Architectural Control Committee. Except for residences located on Lots 19, 4196 and 197, all other residences shall be of the following minimum square footage of foundation area:

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Residence Type	Minimum Foundation Area (in square feet)
Single Family - Two Story	1000 (main level)
Single Family - Split	1400

Single Story - Rambler

Residences located on Lots 194, 196 and 197, shall have foundation sizes as the lots permit and as approved by the Architectural Control Committee.

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Section 3. Garages. Any garage shall be attached to the Residence and shall be deemed to be a part of the Residence. Garages shall correspond in architectural style and finishing to the Residence. Garages shall be designed in size for no less than two automobiles. No garage shall be constructed on any Lot prior to construction of a Residence thereon. Plain concrete or asphalt 16-foot minimum drive width design is required for driveways. Driveway design shall provide sufficient concrete or asphalt surface outside of the garage door for the parking of two standard size passenger vehicles side by side. Fiberglass garage doors and murals on garage doors shall not be permitted.

Section 4. Auxiliary Builders. No auxiliary buildings (including without limitation solar heat gathering systems) shall be permitted on any Lot.

Section 5. Setbacks. Setbacks from streets, right-of-way, side and back lot lines shall adhere to existing ordinances and zoning requirements of the City of River Falls.

Section 6. Nuisances. No noxious or offensive activities that are or may become an annoyance or nuisance shall be permitted on any Lot. It is not the intent of paragraph 6 to prohibit the use of outdoor barbeques or fireplaces.

Section 7. Refuse or Trash. No outside incinerators, trash burners or garbage, ashes, refuse or receptacles to store such elements shall be located within uncovered view of any Lot or placed so as to become a nuisance. Provisions for storage and retention of trash in sanitary containers prior to disposal thereof must be contained in the Plans and Specifications. All such containers, if kept outside, must be in an enclosed area out of sightlines. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit the temporary storage of construction materials or refuse on a Lot during the construction of improvements.

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Section 8. Animals and Livestock. No horses, cows, goats, sheep, poultry or fowl of any kind, or any other livestock will be permitted on any Lot with the exception of cats, dogs and other common household pets ("Permitted Pets"). Provided, however, that such Permitted Pets shall not be kept for any commercial purpose. If any permitted pet requires a kennel or an invisible fence, it must be an integral part of the Plans and Specifications approved by the Architectural Control Committee before installation.

Section 9. Exterior Regulations. The following regulations relating to the exterior shall apply.

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A. No soft coal, except smokeless coal, nor fuel of any kind giving off black smoke or strong or obnoxious odors of any kind may be used. Tanks for storage of fuel (either above ground or underground) shall not be permitted.

B. Each lot shall have irrigation systems and shall be designed to irrigate only the area for which the system is designed. Water run-off will be each lot owner's responsibility. All effort shall be made to contain the sprinkler system over-spray within ones own lot perimeter.

C. All gas, electric and water meters shall be located away from the dwelling side fronting the street and obscured from direct public view. Where these locations cannot be adhered to, a landscape buffer must be incorporated to obstruct the view of these matters.

D. All basement egress window wells must be constructed with concrete window egress pits.

E. Mailboxes shall be centralized pursuant to the requirements of the City of River Falls.

F. No trees over 4" in diameter are to be removed from the lot without approval of the Architectural Control Committee.

G. All boulevard trees are to be planted and purchased through the City of River Falls.

H. All Living Unit exterior colors, materials and designs shall be approved by the Architectural Control Committee. All windows, doors and garage doors for each Living Unit shall be wrapped/trimmed, on all sides, with a minimum of 3 ½" wrap/trim. The back line of all Living Units must include bump outs or jogs; straight lines are prohibited.

I. No Living Unit shall have vinyl siding on the front face of the residence.

J. All landscape designs shall be submitted and approved by the Architectural Control Committee together with a written estimate from the landscaper of the work to be performed (labor and materials). The written estimate must exceed the sum of \$4,500.00; exclusive of sod, hydroseeding and irrigation system.

K. Playsets and/or swingsets are prohibited.

L. Golfers shall have the right to retrieve their golf balls from any Lot.

Section 10. Fences. No hedge, shrub or other object or growing thing that obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be erected, planted or permitted. Fences and walls are prohibited.

**Section 11.** Antenna. Radio and television antennas must be located within the structure so as not to be visible from adjacent homes. No satellite dishes shall be permitted over 3 feet in diameter.

Section 12. No Temporary Residence. No auxiliary building or other structure of a temporary nature, including, without limitation, trailers, basements, garages or other outbuildings located on any Lot shall be used at any time as a Residence, either temporarily or permanently.

Section 13. Clotheslines. Clotheslines are prohibited.

Section 14. Exterior Lighting. All exterior lighting must be shown on landscape or elevation plans and approved by the Architectural Control Committee. Flashing or brilliant lighting and lighting infringing on adjacent Lots shall not be permitted. Exterior lighting shall provide for illumination of exterior outlines, plant forms, entries and walks and should be concealed whenever possible. Exposed exterior lighting fixtures must conform in architectural form and scale to the residence.

Section 15. Sodding and Hydro-Seeding. All Lots shall be sodded or hydro-seeded within disturbed construction areas of the Lot of the time of substantial completion of the Residence; provided, however, that in the event such sodding or hydro-seeding cannot occur on the date of substantial completion of the Residence because the weather does not permit, then such sodding or hydro-seeding shall be completed within thirty (30) days after the weather permits such sodding and hydro-seeding to occur.

Section 16. Yard Ornaments. No yard ornaments shall be permitted without the prior approval of the Architectural Control Committee.

Section 17. Vehicles and Personal Property. No storage of unhoused recreational vehicles shall be permitted, including without limitation, snowmobiles, boats, trailers, campers, golf carts and seasonal equipment. No motorbikes or motorcycles, snowmobiles or noisy vehicles shall be operated on any Lot other than to bring them to an enclosed point of storage. No vehicles shall be parked for repairs on driveways or private or public roadways.

Section 18. Subdivision of Lots. No lot as originally platted shall be further subdivided.

#### ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

From and after the completion of construction on of any Lot, no building or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or change or alternation be made to any Living Unit until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, harmony of external design and location in relation to surrounding structures, finish grade elevation and topography by the Architectural Control Committee which shall be composed the Declarant and one (1) other representative appointed by the Declarant. In the event said Architectural Control Committee fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this Article will be deemed to have been fully complied with. The prevailing party in an action brought by the Declarant, or appointees, to enforce this Article shall be entitled to recover from the other reasonable attorneys fees together with all necessary costs and disbursements incurred in connection herewith.

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The Architectural Control Committee shall, in its discretion, have the right to grant variances from the terms and conditions of this Declaration of Covenants. No variance shall be granted until written notice has been given to all lot owners by certified mail at least thirty (30) days prior to the granting of the variance. The Architectural Control Committee shall consider any written objections to the variance. In the event a majority of the record owners of the Lots object to the variance, the variance shall be denied.

The Architectural Control Committee may be discontinued at the time that eighty (80%) percent of the Living Units have been constructed and completed and upon Declarant's approval.

#### ARTICLE IV GENERAL PROVISION

Section 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contacted shall in no event be deemed a waiver to the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except as

provided herein to the contrary, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment shall also require the consent of the holders of fifty-one percent (51%) of the first mortgages of record with respect to Lots (based on one vote for each Lot mortgaged). Any amendment must be recorded.

Section 4. Use Restrictions. No Lot shall be used except for residential purposes, provided that Declarant shall be entitled to maintain model Living Units upon the Lots during the construction and sales period.

Section 5. Encroachment. If any portion of a dwelling unit or any Lot shall actually encroach upon any other Lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Owner of the encroaching dwelling unit to the extent of such encroachment so long as the same still exist.

Section 6. Notices. Any notice required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the Owner shown on the records of the Pierce County Tax Lister at the time of such mailing.

Section 7. Violation of Rights of Parties. If any party violates any of the covenants, conditions or restrictions herein provided, it shall be lawful for any party or parties in interest in the above described lands to institute and prosecute proceedings at law or in equity against the parties violating, either to prevent said violation, to recover damages or to force compliance with to a provision, including, but not limited to, obtaining a restraining order and a temporary and permanent injunction to immediately stop construction until the provisions herein are complied with.

Section 8. No Discrimination in Sale, Lease, etc., of Living Unit. Neither the Declarant nor any Owner shall discriminate in the sale, lease, rental or in the use or occupancy of a Living Unit because of religion, race, color, creed, national origin, sex, marital status, or status with respect to public assistance or disability or, in furtherance of such covenant, in contravention of the provision of applicable Wisconsin Statues and of Title VI of the Civil Right Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order II 063, and regulations thereunder, which relate to civil rights and discrimination.

#### ARTICLE V EASEMENTS

Section 1. Additional Easements. In addition to the easements, covenants, restrictions and conditions described elsewhere in this Declaration, all Living Units and Lots shall be subject to easements and covenants hereinafter specifically described for the benefit of the property or for the

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limited benefit of specified adjoining Lots, all as more fully set forth in this Article.

Section 2. Private Yard Area. Except as otherwise provided herein, each Owner shall be entitled to the exclusive use and occupancy of the Private Yard Area in his or her Lot to the exclusion of all others; provided, however, the property generally and all other Owners shall be entitled to a visual easement over all Private Yard Areas, subject to and limited by the original structures erected thereon by the Declarant. No Owner shall erect or cause to be erected any structure of any sort upon his or her Lot, or plant any trees or shrubs prior to obtaining the written approval of the Architectural Control Committee.

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Section 3. Drainage and Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved on the Lots as shown on the recorded plats that include the subject Property. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with te installation and maintenance of utilities or which may change the direction of flow or drainage channels in the easements, or may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of such Lot except for those improvements for which a public authority or utility company is responsible.

**Section 4. Priority.** The utility easements described hereinabove in Section 3, are and shall continue to be superior to the private yard easements described hereinabove in Section 2; provided, however, in the event that it shall be necessary to install, repair or maintain any utility facilities crossing any Private Yard Area, such repairs and maintenance shall be undertaken so as to cause, the extent practicable, minimal interference with the use of such areas, and any and all damage to the driveway, driveway apron surfaces, walkway or yard area shall be repaired and the surface facility restored.

Section 5. Easements Perpetual and Appurtenant. The easements described herein shall be perpetual in duration and shall be appurtenant to the Lots which are burdened and benefitted by such easements.

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

Kings Hwy, LLC

By: C & J Builders, Inc.

Bv Husby, its president

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STATE OF WISCONSIN ) ) COUNTY OF PIERCE )

ss.

Personally came before me this day of <u>August</u>, 2019, the above named Kings Hwy, LLC, a Wisconsin limited liability company, by C & J Builders, Inc., a Wisconsin corporation, by Jeffrey Husby, its president, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public *Kathleen M. Denner* State of Wisconsin My commission expires <u>45122</u>

#### **CONSENT OF MORTGAGEE**

First National Bank of River Falls, the owner and holder of a Mortgage upon the real property described in the foregoing instrument herewith joins and consents therein. Dated this day of 2019. By: VISO its Exe Morth STATE OF WISCONSIN ) ) SS. COUNTY OF PIERCE ) Personally came before me this \_2 day of August, 2019, the above named First National Bank of River Falls, matthem Russell by its Exec. V.P MITTERNIN III to me known to be the person who executed the foregoing instrument deed the same. \* Botary Public Melissa Μ. State of Wisconsin -9-21 My commission expires manni

THIS INSTRUMENT WAS DRAFTED BY: Leo A. Beskar Rodli, Beskar, Neuhaus, Murray & Pletcher, S.C. 219 N. Main Street River Falls, WI 54022

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