

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



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

Concrete

Plummer Concrete

715-273-3481

C & J Builders

715-222-9731

Sales

Melissa Wiegele

651-403-0184

MelissaWiegele.com

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&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

 **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.

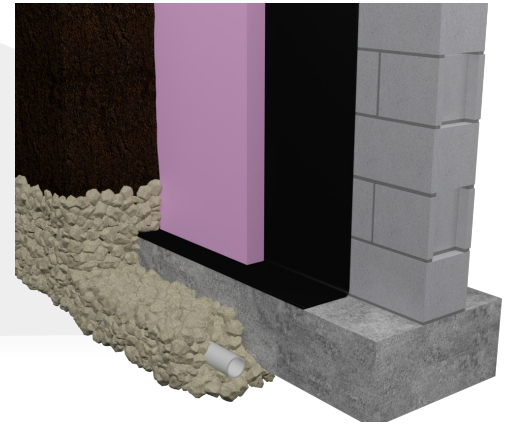
KEYS TO MAINTAINING YOUR DRY BASEMENT



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

Dear New Home Owner:

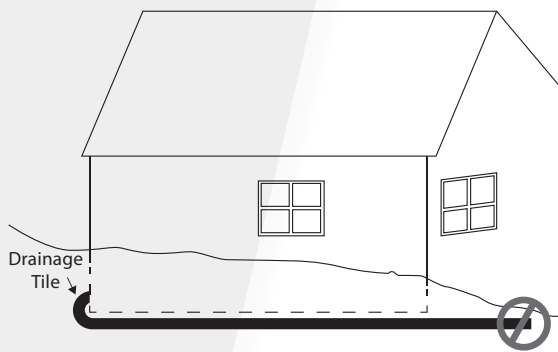
Thank you for investing in a Tremco Residential Waterproofing System. Your Tremco warranty protects your basement from leaks (see warranty document for specific details). Your home's waterproofing was installed by a contractor trained in the proper installation of the system and requirements of the warranty. 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.



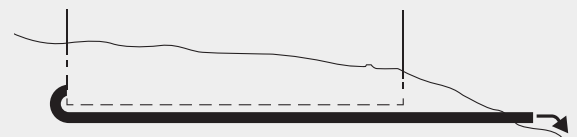
Typical installation of TUFF-N-DRI to concrete block wall. An installation on a poured wall is similar. *

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:

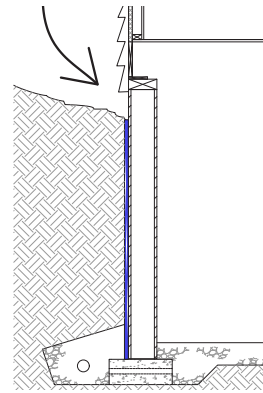
If your drainage system goes to daylight, ensure that the tile opening has not been covered with dirt, thereby blocking the water flow (see Figure 1.) You might add a wire mesh cover to the opening to stop animals from nesting in the tile. If your drainage system empties to a sump pit, ensure that the 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.

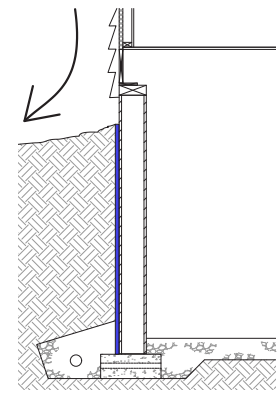


2. Proper Slope Away From Basement

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.

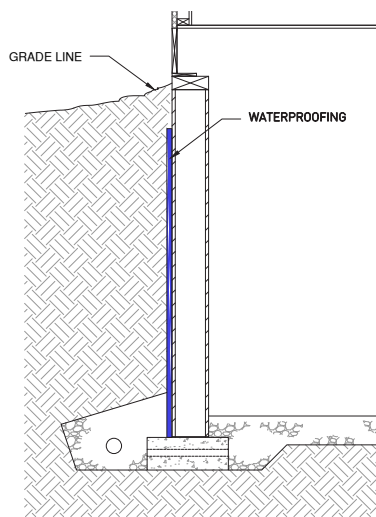


(Figure 2) Incorrect slope



(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.

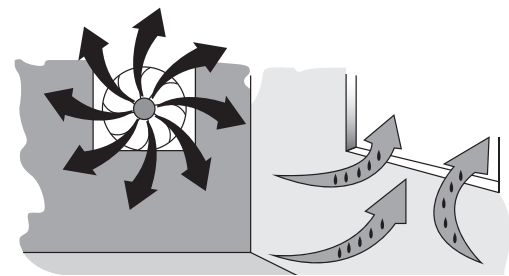
What to do:

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.

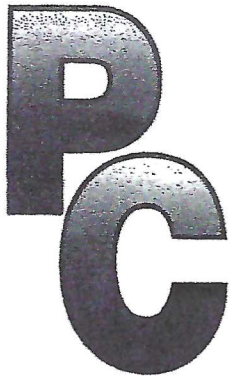
4. Humidity/Condensation

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.
"Andersen" is a registered trademark of Andersen Corporation.
All other marks where denoted are marks of Andersen Corporation.
© 2007 Andersen Corporation. All rights reserved. 7/07

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.

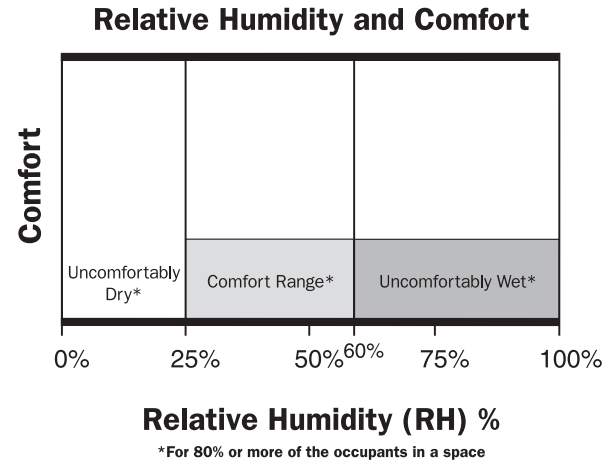
Most people will be comfortable in the winter if the indoor relative humidity is between 25% and 60% and the indoor temperature is between 65°F and 70°F.

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

Proper Landscaping On and Around Your Septic System

The drainfield is a vital part of your septic system. Having the right landscaping on and around your system is important, as tree and shrubbery roots can grow into the drain lines. Also, other heavy items like cars and livestock can break drain lines. Strong roots and heavy items can cause the drainfield to fail. And if the drainfield fails, your system fails.



Here are some tips to keep your drainfield out of harm's way.

Locate your septic tank and drainfield. Then make sure the area is clear of:

- Underground sprinkler lines
- Decks and patios
- Sports courts
- Storage sheds
- Swing sets
- Sand boxes
- Driveways
- Vehicles
- Swimming pools

Plant native, drought-tolerant plants. These are some of the best for your septic system and its drainfield:

Grass:

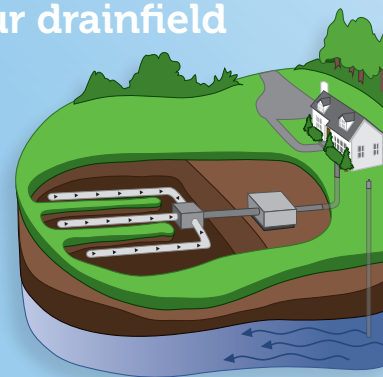
- Fescue
- Lawn
- Ornamental grasses
- Wildflower meadow mixes

Groundcovers for sun:

- Bugleweed (Ajuga)
- Carpet heathers (Calluna Vulgaris)
- Cotoneaster (Cotoneaster)
- Ground ivy (Glechoma)
- Kinnikinnick (Arctostaphylos)
- Periwinkle (Vinca)

Groundcovers for shade:

- Bunchberry (Cornus)
- Chameleon (Houttuynia)
- Ferns
- Mosses
- Sweet woodruff (Galium Odoratum)
- Wild ginger (Asarum)
- Wintergreen (Gaultheria)



Follow Septic Sam's landscaping do's and don'ts:

Don't:

- Plant a vegetable garden on or near the drainfield.
- Put plastic sheets, bark, gravel or other fill over the drainfield.
- Reshape or fill the ground surface over the drainfield and reserve area. However, just adding topsoil is generally OK if it isn't more than a couple of inches.
- Make ponds on or near the septic system and the reserve area.

Do:

- Plant grass or keep existing native vegetation. These are the best covers for your drainfield.
- Direct all surface drainage away from the septic system.
- Use shallow-rooted plants (see plant list above). Tree and shrub roots can grow into the drainlines, clogging and breaking them.
- Avoid water-loving plants and trees.
- Make sure the tank lid is secure.

For more SepticSmart tips, visit www.epa.gov/septicSMART

Your Septic System is your responsibility!

Did you know that as a homeowner you're responsible for maintaining your septic system? Did you know that maintaining your septic system protects your investment in your home? Did you know that you should periodically inspect your system and pump out your septic tank?

If properly designed, constructed and maintained, your septic system can provide long-term, effective treatment of household wastewater. If your septic system isn't maintained, you might need to replace it, costing you thousands of dollars. A malfunctioning system can contaminate groundwater that might be a source of drinking water. And if you sell your home, your septic system must be in good working order.

This guide will help you care for your septic system. It will help you understand how your system works and what steps you can take as a homeowner to ensure your system will work properly. To help you learn more, consult the resources listed at the back of this booklet. A helpful checklist is also included at the end of the booklet to help you keep track of your septic system maintenance.

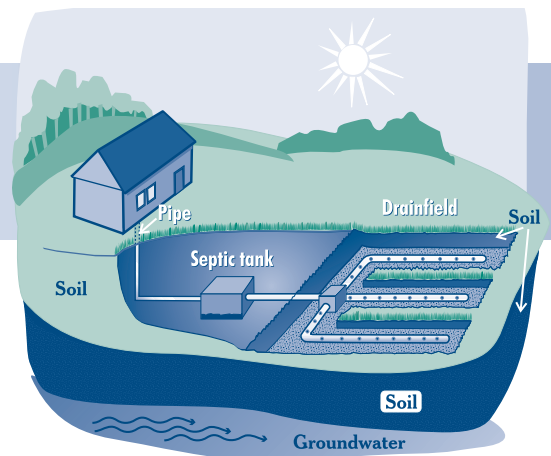
Top Four Things You Can Do to Protect Your Septic System

1. Regularly inspect your system and pump your tank as necessary.
2. Use water efficiently.
3. Don't dispose of household hazardous wastes in sinks or toilets.
4. Care for your drainfield.

How does it work?

Components

A typical septic system has four main components: a pipe from the home, a septic tank, a drainfield, and the soil. Microbes in the soil digest or remove most contaminants from wastewater before it eventually reaches groundwater.



Typical septic system

Septic system aliases:

- On-lot system
- Onsite system
- Individual sewage disposal system
- Onsite sewage disposal system
- Onsite wastewater treatment system

Pipe from the home

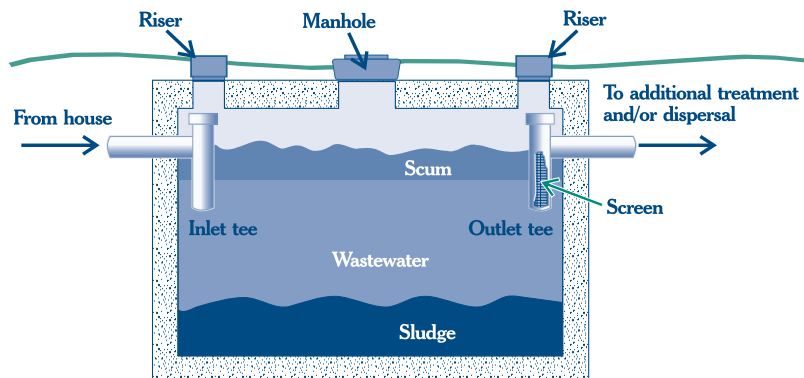
All of your household wastewater exits your home through a pipe to the septic tank.

Septic tank

The septic tank is a buried, watertight container typically made of concrete, fiberglass, or polyethylene. It holds the wastewater long enough to allow solids to settle out (forming sludge) and oil and grease to float to the surface (as scum). It also allows partial decomposition of the solid materials. Compartments and a T-shaped outlet in the septic tank prevent the sludge and scum from leaving the tank and traveling into the drainfield area. Screens are also recommended to keep solids from entering the drainfield.

Newer tanks generally have risers with lids at the ground surface to allow easy location, inspection, and pumping of the tank.

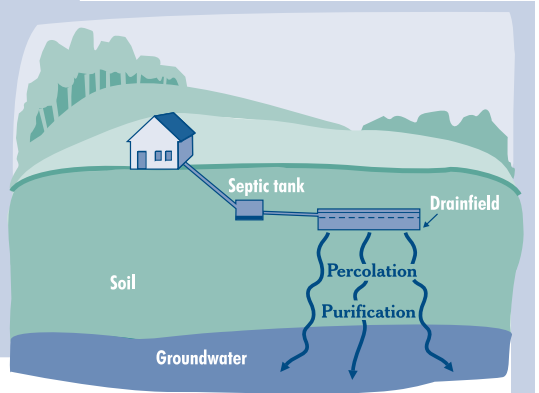
Typical single-compartment septic tank with ground-level inspection risers and screen



Tip To prevent buildup, sludge and floating scum need to be removed through periodic pumping of the septic tank. Regular inspections and pumping are the best and cheapest way to keep your septic system in good working order.

Finding Your System

Your septic tank, drainfield, and reserve drainfield should be clearly designated on the “as-built” drawing for your home. (An “as-built” drawing is a line drawing that accurately portrays the buildings on your property and is usually filed in your local land records.) You might also see lids or manhole covers for your septic tank. Older tanks are often hard to find because there are no visible parts. An inspector/pumper can help you locate your septic system if your septic tank has no risers.



Drainfield

The wastewater exits the septic tank and is discharged into the drainfield for further treatment by the soil. The partially treated wastewater is pushed along into the drainfield for further treatment every time new wastewater enters the tank.

If the drainfield is overloaded with too much liquid, it will flood, causing sewage to flow to the ground surface or create backups in plumbing fixtures and prevent treatment of all wastewater.

A reserve drainfield, required by many states, is an area on your property suitable for a new drainfield system if your current drainfield fails. Treat this area with the same care as your septic system.

Soil

Septic tank wastewater flows to the drainfield, where it percolates into the soil, which provides final treatment by removing harmful bacteria, viruses, and nutrients. Suitable soil is necessary for successful wastewater treatment.

Alternative systems

Because many areas don't have soils suitable for typical septic systems, you might have or need an alternative system. You might also have or need an alternative system if there are too many typical septic systems in one area or the systems are too close to groundwater or surface waters. Alternative septic

systems use new technology to improve treatment processes and might need special care and maintenance. Some alternative systems use sand, peat, or plastic media instead of soil to promote wastewater treatment. Other systems might use wetlands, lagoons, aerators, or disinfection devices. Float switches, pumps, and other electrical or mechanical components are often used in alternative systems. Alternative systems should be inspected annually. Check with your local health department or installer for more information on operation and maintenance needs if you have or need an alternative system.

Why should I maintain my septic system?

When septic systems are properly designed, constructed, and maintained, they effectively reduce or eliminate most human health or environmental threats posed by pollutants in household wastewater. However, they require regular maintenance or they can fail. Septic systems need to be monitored to ensure that they work properly throughout their service lives.

Saving money

A key reason to maintain your septic system is to save money! Failing septic systems are expensive to repair or replace, and poor maintenance is often the culprit. Having your septic system inspected regularly is a bargain when you consider the cost of replacing the entire system. Your system will need pumping depending on how many people live in the house and the size of the system. An unusable septic system or one in disrepair will lower your property value and could pose a legal liability.

Protecting health and the environment

Other good reasons for safe treatment of sewage include preventing the spread of infection and disease and protecting water resources. Typical pollutants in household wastewater are nitrogen, phosphorus, and disease-

causing bacteria and viruses. If a septic system is working properly, it will effectively remove most of these pollutants.

With one-fourth of U.S. homes using septic systems, more than 4 billion gallons of wastewater per day is dispersed below the ground's surface. Inadequately treated sewage from septic systems can be a cause of groundwater contamination. It poses a significant threat to drinking water and human health because it can contaminate drinking water wells and cause diseases and infections in people and animals. Improperly treated sewage that contaminates nearby surface waters also increases the chance of swimmers contracting a variety of infectious diseases. These range from eye and ear infections to acute gastrointestinal illness and diseases like hepatitis.

How do I maintain my septic system?

Inspect and pump frequently

You should have a typical septic system inspected at least every 3 years by a professional and your tank pumped as recommended by the inspector (generally every 3 to 5 years). Alternative systems with electrical float switches, pumps, or mechanical components need to be inspected more often, generally once a year. Your service provider should inspect for leaks and look at the scum and sludge layers in your septic tank. If the bottom of the scum layer is within 6 inches of the bottom of the outlet tee or the top of the sludge layer is within 12 inches of the outlet tee, your tank needs to be pumped. Remember to note the sludge and scum levels determined by your service provider in your operation and maintenance records. This information will help you decide how often pumping is necessary. (See the checklist included at the end of the booklet.)

What Does an Inspection Include?

- Locating the system.
- Uncovering access holes.
- Flushing the toilets.
- Checking for signs of back up.
- Measuring scum and sludge layers.
- Identifying any leaks.
- Inspecting mechanical components.
- Pumping the tank if necessary.

Four major factors influence the frequency of pumping: the number of people in your household, the amount of wastewater generated (based on the number of people in the household and the amount of water used), the volume of solids in the wastewater (for example, using a garbage disposal increases the amount of solids), and septic tank size.

Some makers of septic tank additives claim that their products break down the sludge in septic tanks so the tanks never need to be pumped. Not everyone agrees on the effectiveness of additives. In fact, septic tanks already contain the microbes they need for effective treatment. Periodic pumping is a much better way to ensure that septic systems work properly and provide many years of service. Regardless, every septic tank requires periodic pumping.

In the service report, the pumper should note any repairs completed and whether the tank is in good condition. If the pumper recommends additional repairs he or she can't perform, hire someone to make the repairs as soon as possible.

Use water efficiently

Average indoor water use in the typical single-family home is almost 70 gallons per person per day. Leaky toilets can waste as much as 200 gallons each day. The more water a household conserves, the less water enters the septic system. Efficient water use can improve the operation of the septic system and reduce the risk of failure.

High-efficiency toilets

Toilet use accounts for 25 to 30 percent of household water use. Do you know how many gallons of water your toilet uses to empty the bowl? Most older homes have toilets with 3.5- to 5-gallon reservoirs, while newer high-efficiency toilets use 1.6 gallons of water or less per flush. If you have problems with your septic system being flooded with household water, consider reducing the volume of water in the toilet tank if you don't have a high-efficiency model or replacing your existing toilets with high-efficiency models.



Faucet aerators and high-efficiency showerheads

Faucet aerators help reduce water use and the volume of water entering your septic system. High-efficiency showerheads or shower flow restrictors also reduce water use.

Water fixtures

Check to make sure your toilet's reservoir isn't leaking into the bowl. Add five drops of liquid food coloring to the reservoir before bed. If the dye is in the bowl the next morning, the reservoir is leaking and repairs are needed.

A small drip from a faucet adds many gallons of unnecessary water to your system every day. To see how much a leak adds to your water usage, place a cup under the drip for 10 minutes. Multiply the amount of water in the cup by 144 (the number of minutes in 24 hours, divided by 10). This is the total amount of clean water traveling to your septic system each day from that little leak.



Use Water Efficiently!

- **Install high-efficiency showerheads**
- **Fill the bathtub with only as much water as you need**
- **Turn off faucets while shaving or brushing your teeth**
- **Run the dishwasher and clothes washer only when they're full**
- **Use toilets to flush sanitary waste only (not kitty litter, diapers, or other trash)**
- **Make sure all faucets are completely turned off when not in use**
- **Maintain your plumbing to eliminate leaks**
- **Install aerators in the faucets in your kitchen and bathroom**
- **Replace old dishwashers, toilets, and clothes washers with new, high-efficiency models.**

For more information on water conservation, please visit www.epa.gov/owm/water-efficiency/index.htm

Watch your drains

What goes down the drain can have a major impact on how well your septic system works.

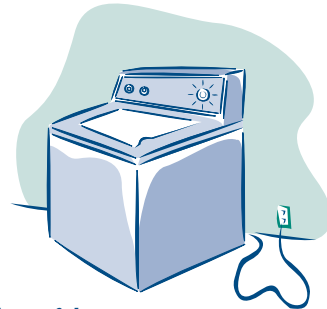
Waste disposal

What shouldn't you flush down your toilet? Dental floss, feminine hygiene products, condoms, diapers, cotton swabs, cigarette butts, coffee grounds, cat litter, paper towels, and other kitchen and bathroom items that can clog and potentially damage septic system components if they become trapped. Flushing household chemicals, gasoline, oil, pesticides, antifreeze, and paint can stress or destroy the biological treatment taking place in the system or might contaminate surface waters and groundwater. If your septic tank pumper is concerned about quickly accumulating scum layers, reduce the flow of floatable materials like fats, oils, and grease into your tank or be prepared to pay for more frequent inspections and pumping.

Washing machines

By selecting the proper load size, you'll reduce water waste. Washing small loads of laundry on the large-load cycle wastes precious water and energy. If you can't select load size, run only full loads of laundry.

Doing all the household laundry in one day might seem like a time-saver, but it could be harmful to your septic system. Doing load after load does not allow your septic tank time to adequately treat wastes. You could be flooding your drainfield without allowing sufficient recovery time. Try to spread water usage throughout the week. A new Energy Star clothes washer uses 35 percent less energy and 50 percent less water than a standard model.



Care for your drainfield

Your drainfield is an important part of your septic system. Here are a few things you should do to maintain it:

- Plant only grass over and near your septic system. Roots from nearby trees or shrubs might clog and damage the drainfield.
- Don't drive or park vehicles on any part of your septic system. Doing so can compact the soil in your drainfield or damage the pipes, tank, or other septic system components.
- Keep roof drains, basement sump pump drains, and other rainwater or surface water drainage systems away from the drainfield. Flooding the drainfield with excessive water slows down or stops treatment processes and can cause plumbing fixtures to back up.

What can make my system fail?

If the amount of wastewater entering the system is more than the system can handle, the wastewater backs up into the house or yard and creates a health hazard.

You can suspect a system failure not only when a foul odor is emitted but also when partially treated wastewater flows up to the ground surface. By the time you can smell or see a problem, however, the damage might already be done.

By limiting your water use, you can reduce the amount of wastewater your system must treat. When you have your system inspected and pumped as needed, you reduce the chance of system failure.

A system installed in unsuitable soils can also fail. Other failure risks include tanks that are inaccessible for maintenance, drainfields that are paved or parked on, and tree roots or defective components that interfere with the treatment process.

Failure symptoms

The most obvious septic system failures are easy to spot. Check for pooling water or muddy soil around your septic system or in your basement. Notice whether your toilet or sink backs up when you flush or do laundry. You might also notice strips of bright green grass over the drainfield. Septic systems also fail when partially treated wastewater comes into contact with groundwater. This type of failure is not easy to detect, but it can result in the pollution of wells, nearby streams, or other bodies of water. Check with a septic system professional and the local health department if you suspect such a failure.

Stop, look, and smell!

Failure causes

Household toxics

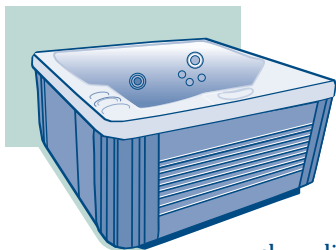
Does someone in your house use the utility sink to clean out paint rollers or flush toxic cleaners? Oil-based paints, solvents, and large volumes of toxic cleaners should not enter your septic system. Even latex paint cleanup waste should be minimized. Squeeze all excess paint and stain from brushes and rollers on several layers of newspaper before rinsing. Leftover paints and wood stains should be taken to your local household hazardous waste collection center. Remember that your septic system contains a living collection of organisms that digest and treat waste.

Household cleaners

For the most part, your septic system's bacteria should recover quickly after small amounts of household cleaning products have entered the system. Of course, some cleaning products are less toxic to your system than others. Labels can help key you into the potential toxicity of various products. The word "Danger" or "Poison" on a label indicates that the product is highly hazardous. "Warning" tells you the product is moderately hazardous. "Caution" means the product is slightly hazardous. ("Nontoxic" and "Septic Safe"



are terms created by advertisers to sell products.) Regardless of the type of product, use it only in the amounts shown on the label instructions and minimize the amount discharged into your septic system.



Hot tubs

Hot tubs are a great way to relax. Unfortunately, your septic system was not designed to handle large quantities of water from your hot tub. Emptying hot tub water into your septic system stirs the solids in the tank and pushes them out into the drainfield, causing it to clog and fail. Draining your hot tub into a septic system or over the drainfield can overload the system. Instead, drain cooled hot tub water onto turf or landscaped areas well away from the septic tank and drainfield, and in accordance with local regulations. Use the same caution when draining your swimming pool.

Water Purification Systems

Some freshwater purification systems, including water softeners, unnecessarily pump water into the septic system. This can contribute hundreds of gallons of water to the septic tank, causing agitation of solids and excess flow to the drainfield. Check with your licensed plumbing professional about alternative routing for such freshwater treatment systems.

Garbage disposals

Eliminating the use of a garbage disposal can reduce the amount of grease and solids entering the septic tank and possibly clogging the drainfield. A garbage disposal grinds up kitchen scraps, suspends them in water, and sends the mixture to the septic tank. Once in the septic tank, some of the materials are broken down by bacterial action, but most of the grindings have to be pumped out of the tank. Using a garbage disposal frequently can significantly increase the accumulation of sludge and scum in your septic tank, resulting in the need for more frequent pumping.



Improper design or installation

Some soils provide excellent wastewater treatment; others don't. For this reason, the design of the drainfield of a septic system is based on the results of soil analysis. Homeowners and system designers sometimes underestimate the significance of good soils or believe soils can handle any volume of wastewater applied to them. Many failures can be attributed to having an undersized drainfield or high seasonal groundwater table. Undersized septic tanks—another design failure—allow solids to clog the drainfield and result in system failure.

If a septic tank isn't watertight, water can leak into and out of the system. Usually, water from the environment leaking into the system causes hydraulic overloading, taxing the system beyond its capabilities and causing inadequate treatment and sometimes sewage to flow up to the ground surface. Water leaking out of the septic tank is a significant health hazard because the leaking wastewater has not yet been treated.

Even when systems are properly designed, failures due to poor installation practices can occur. If the drainfield is not properly leveled, wastewater can overload the system. Heavy equipment can damage the drainfield during installation which can lead to soil compaction and reduce the wastewater infiltration rate. And if surface drainage isn't diverted away from the field, it can flow into and saturate the drainfield.

For more information

Local Health Department

EPA Onsite/Decentralized Management Homepage

www.epa.gov/owm/septic

EPA developed this Web site to provide tools for communities investigating and implementing onsite/decentralized management programs. The Web site contains fact sheets, program summaries, case studies, links to design and other manuals, and a list of state health department contacts that can put you in touch with your local health department.

National Small Flows Clearinghouse

www.nesc.wvu.edu

Funded by grants from EPA, the NSFC helps America's small communities and individuals solve their wastewater problems. Its activities include a Web site, online discussion groups, a toll-free assistance line (800-624-8301), informative publications, and a free quarterly newsletter and magazine.

Rural Community Assistance Program

www.rcap.org

RCAP is a resource for community leaders and others looking for technical assistance services and training related to rural drinking water supply and wastewater treatment needs, rural solid waste programs, housing, economic development, comprehensive community assessment and planning, and environmental regulations.

National Onsite Wastewater Recycling Association, Inc.

www.nowra.org

NOWRA is a national professional organization to advance and promote the onsite wastewater industry. The association promotes the need for regular service and educates the public on the need for properly designed and maintained septic systems.

Septic Yellow Pages

www.septicyellowpages.com

The Septic Yellow Pages provides listings by state for professional septic pumpers, installers, inspectors, and tank manufacturers throughout the United States. This Web site is designed to answer simple septic system questions and put homeowners in contact with local septic system professionals.

National Association of Wastewater Transporters

www.nawt.org

NAWT offers a forum for the wastewater industry to exchange ideas and concerns. The NAWT Web site lists state associations and local inspectors and pumpers.



EPA-832-B-02-005
December 2002
Revised March 2005

Additional copies can be obtained from:
U.S. EPA Publications Clearinghouse
P.O. Box 42419
Cincinnati, OH 45241

Telephone: 800-490-9198
Fax: 513-489-8695

Office of Water
U.S. Environmental Protection Agency

Notice

This document has been reviewed in accordance with U.S. Environmental Protection Agency policy and approved for publication. Mention of profit-making organizations, trade names, or commercial products does not constitute endorsement or recommendation for use.

Recycled/Recyclable
Printed with vegetable-based ink on paper that contains a minimum of 50% post-consumer fiber content processed chlorine-free.



Septic System Dos and Don'ts

(adapted from National Small Flows Clearinghouse)

Dos

- Check with the local regulatory agency or inspector/pumper if you have a garbage disposal unit to make sure that your septic system can handle this additional waste.
- Check with your local health department before using additives. Commercial septic tank additives do not eliminate the need for periodic pumping and can be harmful to the system.
- Use water efficiently to avoid overloading the septic system. Be sure to repair leaky faucets or toilets. Use high-efficiency fixtures.
- Use commercial bathroom cleaners and laundry detergents in moderation. Many people prefer to clean their toilets, sinks, showers, and tubs with a mild detergent or baking soda.
- Check with your local regulatory agency or inspector/pumper before allowing water softener backwash to enter your septic tank.
- Keep records of repairs, pumpings, inspections, permits issued, and other system maintenance activities.
- Learn the location of your septic system. Keep a sketch of it with your maintenance record for service visits.
- Have your septic system inspected and pumped as necessary by a licensed inspector/contractor.
- Plant only grass over and near your septic system. Roots from nearby trees or shrubs might clog and damage the drainfield.

Don'ts

- Your septic system is not a trash can. Don't put dental floss, feminine hygiene products, condoms, diapers, cotton swabs, cigarette butts, coffee grounds, cat litter, paper towels, latex paint, pesticides, or other hazardous chemicals into your system.
- Don't use caustic drain openers for a clogged drain. Instead, use boiling water or a drain snake to open clogs.
- Don't drive or park vehicles on any part of your septic system. Doing so can compact the soil in your drainfield or damage the pipes, tank, or other septic system components.

Contractor Guidelines for ATU Septic Homes

The septic system for this home will depend on the proper functioning of the Aerobic Treatment Unit (ATU), which is designed to treat and degrade solids prior to discharge into the shared septic system. As contractor/builder, please observe the following construction guidelines:

- As part of design and construction, arrange for water from sump pumps to go to an external discharge. Backwash from water softeners should also be discharged externally, as doing so will extend the life of the septic system. Note: Regulations prohibit furnace condensate from being discharged externally.
- Garbage disposals are not recommended.
- Avoid allowing any inert construction materials such as plastic, rubber, cigarette filters, bandages, rags, cloth and towels to enter the system. Likewise, prevent construction chemicals and toxins such as paint and paint thinners, solvents, etc., from entering the system.
- Contact Knudtson Plumbing and Contracting prior to siting house grade in order to confirm that adequate fall will exist to allow gravity flow between the house, the ATU and the shared septic line (which may be as shallow as 42 inches). Incorrect siting may require an additional pumping station and incur significantly higher costs.
- The ATU manufacturer does not recommend tank installation in frozen ground, and it will be done only at the contractor/builder's request and risk. Installation under these conditions will likely also incur added costs related to requirements such as snow removal, frost ripping, etc.
- **Freeze warning:** Water from furnace condensate lines or other sources, including sinks and toilets, entering the system during winter construction can cause the tank and components to freeze and fail, as there is no bacterial action at this stage to generate heat. Use a salt sump to treat this water prior to entering drain lines. Contact Knudtson Plumbing and Contracting for a description. Builders failing to observe this precaution may be liable for system repair and/or replacement due to freezing. Whenever possible, keep interior water lines turned off during winter until the time of occupancy.
- Tanks must be pumped prior to homeowner occupancy.
- Knudtson Plumbing and Contracting must be contacted by the building contractor prior to home occupancy. Contractors failing to do so will be solely responsible for any resulting damages!

For questions regarding these construction guidelines, call:

Knudtson Plumbing and Contracting, 651-470-1737

I have reviewed and understand the above guidelines:

Contractor

Date

Rolling Hills Lot #

Service and Inspection Form Knudtson Plumbing and Contracting LLC

This testing and reporting shall be completed, signed and dated after each inspection. One copy shall be retained by Knudtson Plumbing and Contracting LLC. The second copy is sent to the local permitting authority and the third copy is sent to the system owner along with an invoice for services by Knudtson Plumbing and Contracting LLC.

Actual Date of Visit:	
-----------------------	--

System Inspection of:

Owner:	
Address:	
City, State, ZIP	
Parcel #	

Inspected Item	Operational	Inoperative	Not Applicable
Aerator			
Aeration Plumbing			
Air Filter			
Blower temperature			
OK System Light			

Air filter must be cleaned each service visit. Operation of effluent disposal system must be made each visit.

Repairs to system (list all components replaced):

--

Tests Required and Results

Test	Results	Test Method
Dissolved Oxygen		<i>Chem Mets</i>
Sludge		
Color		<i>Sludge judge</i>
Odor		
Temperature		

Comments

--

Signature	Installer or OEM #
	<i>648493</i>

Knudtson Plumbing and Contracting LLC

One of Forms They Sign For Me



TREATMENT SYSTEM INITIAL SERVICE POLICY

HOOT Aerobic Systems, Inc.

2885 Highway 14 East Lake Charles, Louisiana 70607
(337) 474-2804 phone (337) 477-7904 fax

Our Company, _____, will operate and maintain the Hoot Aerobic System located at _____, (legal description only) Permit # _____, for the period of 2 years beginning _____ and ending _____.

This contract will provide for all required inspections, testing and service of your HOOT Aerobic Treatment System. The policy will include the following:

1. _____ inspections a year/service calls (at least one every _____ months), for a total of _____ over the two-year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation, and replacing or repairing any component not found to be functioning correctly.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The Homeowner is responsible for maintaining a chlorine residual of at least 1mg/L in the treatment system. This can be accomplished by using chlorine tablets designed for wastewater use, NOT SWIMMING POOL TABLETS. Upon visit, if the system needs chlorine tablets the service provider will add them and charge the customer. If the customer fails in their responsibility to add the chlorine tablets, they are in violation of law and appropriate action will be taken. Initials of Installer _____ Initials of Homeowner _____
5. Any additional visits, inspections or sample collections required by specific Municipalities, Water/River Authorities, County Agencies the TNRCC or any other regulatory agency in your jurisdiction will be covered by this policy.

At the conclusion of the initial service policy, the Service Provider will make available, for purchase on an annual basis, a continuing service policy to cover labor for normal inspection, maintenance and repair. According to state law, all owners of aerobic systems must maintain a factory authorized service provider for the lifetime of the system.

The HOOT Homeowners Manual must be strictly followed or warranties are subject to invalidation. Pumping of sludge build-up, for reasons other than due to warranted mechanical failure, are not covered by this policy and will result in additional charges. By signing this form, both Installer and Homeowner agree to the terms of this policy. By signing this form, both the Installer and the Homeowner agree that the Homeowner has received a copy of the Homeowners Manual and the Installer has made a reasonable effort to explain all pertinent information to the Homeowner.

HOOT is not responsible for service, it is the SERVICE PROVIDER indicated below.

HOME OWNER

SERVICE PROVIDER

Name _____

Name of Service Company Representative _____

Address _____

Address _____

City _____

City _____

() - _____

() - _____

Phone _____

Phone _____

Signature of Home Owner _____

Signature of Service Provider and License #. _____

THIS BOX MUST BE COMPLETED BY THE SERVICE PROVIDER

HOOT Model # _____ Blower/Panel Serial # _____ HOOT Mold # _____

White Copy - Home Owner

Yellow Copy - Installer

Pink Copy - HOOT

Goldenrod Copy - Regulatory Agency

Document Number

Document Title

St. Croix County AEROBIC TREATMENT UNIT (ATU) SERVICING AGREEMENT

State Transaction Number: _____

Name – (Owner) Typed or printed _____

He/she is the legal owner of the following parcel of land located in St. Croix County, Wisconsin, with their deed or document of ownership interest recorded as Document Number _____ St. Croix Register of Deeds Office.

This Property is described as follows (include lot no. and subdivision/CSM or detailed legal description):

Recording Area

NAME AND RETURN ADDRESS

OR:

See attached deed copy for legal descriptions

Agreement Date: _____

Parcel Identification Number (PIN)

As an inducement to the county to issue a sanitary permit for a POWTS equipped with an Aerobic Treatment Unit on the above-described property, we agree to do the following:

1. Owner agrees to conform to all applicable requirements of SPS 383, Wis. Adm. Code relating to Aerobic Treatment Units (ATU) and the maintenance requirements for the proposed POWTS (Private Onsite Wastewater Treatment System) technology. If the owner fails to have the POWTS and ATU properly serviced in response to orders issued by the governmental unit or the Department of Safety and Professional Services (DPS) to prevent or abate a human health hazard as described in s. 254.59, Stats., the governmental unit (Town) may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.0703, Stats.
2. The owner agrees to maintain a contract with a licensed POWTS maintainer for the life of the system. The POWTS maintainer will perform periodic inspections and maintenance as required by the manufacturer and the Department, including, but not limited to: the blower, electrical controls, and treatment unit operation and sludge depth. These inspections are to be scheduled every 6 months for the first two years of operation and yearly thereafter.
3. The owner agrees to contact the POWTS maintainer immediately upon any malfunction of the treatment unit and to maintain the unit so as to not create a human health hazard as described in s. 254.59, Stats.
4. The owner recognizes that the county, DPS, or POWTS maintainer may make periodic inspections of the components to complete performance monitoring of the unit.
5. The owner or the owner's agent agrees to report to the department or designated agent at the completion of each inspection, maintenance or servicing event in a manner specified by the department or designated agent within 10 business days from the date of inspection, maintenance or servicing.
6. This agreement will remain in effect only until the county office responsible for the regulation of POWTS certifies that the aerobic treatment unit no longer serves the property. In addition, this agreement may be cancelled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
7. This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit this agreement to the Register of Deeds, and the agreement shall be recorded in a manner that will permit the existence of the agreement to be determined by reference to the property where the Aerobic Treatment Unit is installed.

Owner(s) Name(s) - Please Print

Subscribed and sworn to before me on this date:

Homeowner Guidelines for homes equipped with Aerobic Treatment Units

The septic system for your home depends on the proper functioning of the Aerobic Treatment Unit (ATU), which is designed to treat and degrade solids prior to discharge into the shared septic system. To avoid breakdowns and costly repairs, please observe the following guidelines:

- Avoid allowing any inert materials such as plastic, rubber, scouring pads, dental floss, cigarette filters, bandages, hair, mop strings, lint, rags, cloth and towels to enter the system. These materials can build up in the tank, resulting in system malfunction, clogging and premature pump failure.
- Do not flush or drain chemicals and toxins into the system, as they kill the microbes necessary for treatment. These include paint and paint thinners, solvents, drain cleaners, automotive fluids, fuels, pesticides, herbicides, fertilizers, metals, disinfectants and sanitizers.
- Paper products including disposable diapers, paper towels, baby wipes, facial tissues and moist toilet paper are not designed to dissolve in your on-site treatment systems. Neither will excessive amounts of toilet tissue decompose.
- Limit garbage disposal use to food waste that cannot be scooped and thrown in the trash. Do not put animal fats and bones, grease, coffee grounds, citrus and melon rinds, corn cobs, egg shells, etc. down the sink. Also avoid putting spoiled dairy products and yeasts from baking into the system.
- Do not put medicinal materials, automatic disinfection tablets and similar items into the system. Also, septic tank additives generally do more harm than good.
- If possible, spread laundry practices out over several days, rather than one "wash day," so the ATU can more efficiently process the water as it enters the system. Liquid detergents are recommended over powder; fabric softener sheets are preferred over liquid softeners. Use bleach sparingly, at half the recommended rate.
- Clear water waste from dehumidifiers, HVAC units, gutters, whole house treatment systems and sump pumps can increase the flow to both your on-site system and the shared system, leading to shorter life. Both clear water and backwash from water softener regeneration should be discharged to an alternate outlet. Talk to your contractor.

Do not disconnect power from the unit!

Your ATU is equipped with an alarm that will notify you of a malfunction. If the alarm does sound, for diagnostics, service and repair call:

Knudtson Plumbing and Contracting

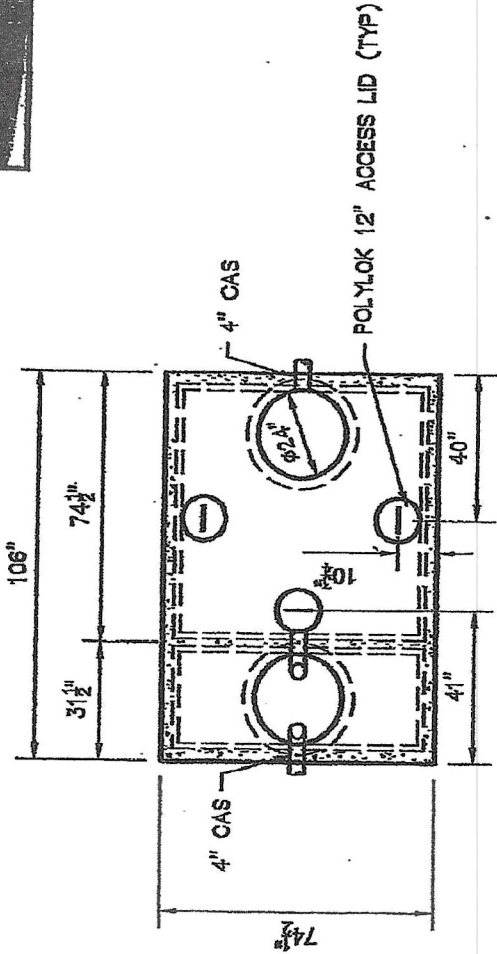
651-470-1737

HOOT SYSTEMS, LLC.

600 GPD GRAVITY DISCHARGE SYSTEM
H-600 A

**H-600 A
TANK SPECIFICATIONS**

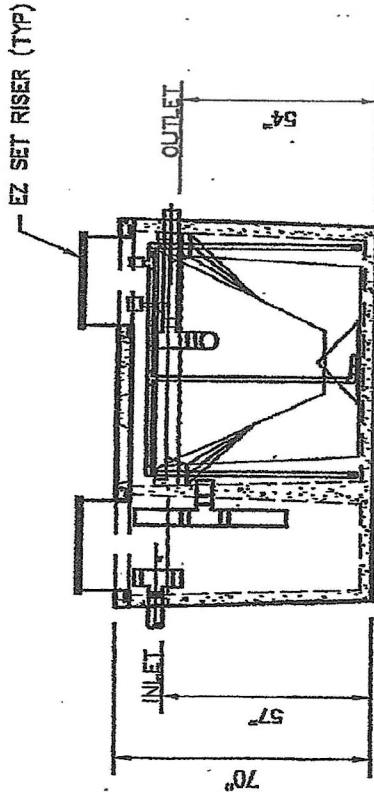
DIMENSIONS:
 WALL: 3"
 BOTTOM: 3"
 COVER: 4"
 MANHOLE: 12" & 24" I.D. PLASTIC RISER
 HEIGHT: 70" O.D.
 LENGTH: 106" O.D.
 WIDTH: 74 1/2" O.D.
 BELOW INLET: 57" O.D.
 LIQUID LEVEL: 51"
 WEIGHT: 11,135 LBS.



INLET AND OUTLET:
 4" CAST-A-SEAL (CAS) BOOT OR EQUAL
COVER: MIX DESIGN #8 (NO FIBER)
TANK: MIX DESIGN #9 (SMALL FIBER)

CUSTOMIZED TANKS:
 FOR CUSTOM TANKS CONTACT WIESER CONCRETE

what tank looks like



SIDE VIEW

TANKS ARE MANUFACTURED TO MEET OR EXCEED ASTM C-1227 REQUIREMENTS

**DRAWINGS SUBMITTED
FOR APPROVAL**

APPROVED BY: _____
 APPROVAL DATE: _____
 PRODUCTS NEEDED BY: _____

H-600 A 600 GPD
 SEPTIC MANUAL

SHEET NO. 1 OF 1

WIESER CONCRETE
 W3716 US HWY 10 HARDEN ROCK, WA 54750
 800-325-8456

DATE: 00/00/00	REV:	SCALE: 1/4" = 1'-0"	PRE-POUR:
DATE: 00/00/00	REV:	SCALE: 1/4" = 1'-0"	PRE-POUR:
DATE: 00/00/00	REV:	SCALE: 1/4" = 1'-0"	PRE-POUR:
DATE: 00/00/00	REV:	SCALE: 1/4" = 1'-0"	PRE-POUR:

FILE: H-600A

**SUMMARY
OF
THE DECLARATION OF
THE ROLLING HILLS FARM
RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

Declaration. The attached Declaration of the Rolling Hills Farm Residential Property Owners Association is the document that authorizes and creates the Association of property owners. The Association consists of persons who own lots within the subdivision. The Declaration places restrictions on the property and it outlines various obligations and requirements of the Association and individual lot owners. The purpose of the Declaration and the goal of organizing the owners in this manner is to have a system in place to maintain the quality and aesthetics of the subdivision and the community as a whole, and to protect and enhance the value and desirability of the property, including the common areas. The Declaration is recorded against all of the property and lots within the Rolling Hills Farm development.

Association. The Association is an organized group of all of the lot owners within the Rolling Hills Farm development. It is called the "Rolling Hills Farm Residential Property Owner's Association." The affairs of the Association will be governed by a board of directors. The procedures for operating and managing the Association are set forth in the Bylaws.

Declarant. The declarant signs the Declaration. The Declarant is the owner of the property at the time it was approved as a subdivision. Initially, before and during the period when lots are sold, the Declarant will govern the affairs of the Association.

Voting. Each lot owner is entitled to vote on matters brought for a vote at meetings of the Association, subject to certain limitations. For example, lot owners may not be entitled to vote if they are not current in payments of their assessments. No more than one vote per lot is allowed.

Lots and Common Areas. There will be a total of 77 lots within the development. There will be common areas including trails, open spaces, wells, and sanitary systems. The lot owners each will own a 1/77 interest in the common areas. Generally, the Association will oversee the maintenance of the common areas. However, there are some exceptions. The exceptions are set forth in the Declaration.

Maintenance and repair. Generally, each lot owner will be responsible for maintaining, repairing, and replacing all improvements constructed on the lot owner's property. The Association is responsible for the maintaining, repairing and replacing the common areas. Routine repairs and replacements to the common areas will be funded from lot owner assessments. Extraordinary repairs and replacements will be funded from reserve funds if they are available, or from special assessments.

Wells and Septic Systems. There will be shared wells and septic systems. Generally, each lot owner is responsible for repairs and maintenance to the portion of wells and septic systems that serve only the lot owner's individual lot. Lot owners will share equally in the costs of repairs and maintenance to shared portions of the well and septic systems.

Improvements. Lot owners may build and add improvements to the lots, provided the improvements do not interfere with the Conservation Easement or other easements, and provided that the

improvements comply with all other rules, laws, and local ordinances, including zoning ordinances.

Use and restrictions. Lots must be used primarily for residential purposes. Business activities are permitted, provided that the activities are first approved by the Association and do not interfere with other lot owners or cause a nuisance. Lots may be leased, subject to approval by the Association.

3/8/18

Rolling Hills Septic/Well Explanation

Lots 5, 7, 16, 17, 37, 66, 67 and 68.

All have an installed and performing common drain field mound systems.

Purchasers of these remaining lots listed above are financially responsible to have installed a combination tank with aerobic treatment unit (ATU) powered from the homeowner's dwelling. Estimated expense for this tank and installation is \$12,000 to \$13,000. Lot purchasers are also financially responsible for private well installation estimated between \$6,000 and \$8,000.

Remaining Lots for sale at Rolling Hills Farm

These lots will require the developer to install a common drain field mound system at the developer's expense. The Dose tank with pump required to power the common mound system will be powered off Association power. As part of the installation of the common mound system, developer will run pipe and provide connection stubs to each individual lot. The stubs will be capped and marked on each individual lot. When a lot is sold without a common mound system, developer will schedule construction accordingly and then provide service to the sold lot and remaining lots in that specific common mound cluster.

Lot purchasers are financially responsible to have installed a combination tank with aerobic treatment unit (ATU) powered from the homeowner's dwelling. Estimated expense for this tank and installation is \$12,000 to \$13,000. Lot purchasers are also financially responsible for private well installation estimated between \$6,000 and \$8,000.

OWNER
 ROLLING HILLS OF HAMMOND, LLC
 ATTN: DAVE PETERS
 400 S. SECOND STREET
 HUDSON, WI 54016

SURVEYOR
 EDWIN C. FLANUM
 NORTHLAND SURVEYING, INC.
 886 A HWY '85' P.O. BOX 14
 ROBERTS, WI 54023
 PHONE 715-749-1718
 FAX 715-749-1719

ENGINEER
 MATT HIEB
 AUTH CONSULTING AND
 ASSOCIATES
 2920 ENLOE STREET
 HUDSON, WI 54016

N
 BEARINGS ARE REFERENCED TO THE EAST
 DISTANCES ARE REFERENCED TO THE WEST
 MONUMENTS ARE REFERENCED TO THE ST. CROIX
 COUNTY COORDINATE SYSTEM

ROLLING HILLS FARM

LOCATED IN THE OF NW1/4 OF THE SW1/4, THE NE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 29, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 32, ALL IN T29N, R17W, TOWN OF HAMMOND, ST. CROIX COUNTY, WISCONSIN.

STORMWATER MANAGEMENT FACILITIES MAINTENANCE PLAN AND OWNER RESPONSIBILITIES:

The stormwater management facilities shall require maintenance and periodic inspections. Recommended practices are as follows:

1. Inspections shall be performed annually as well as after major storm events. More frequent inspections of the area are recommended to monitor the area and determine when maintenance tasks should be performed.
2. Trash and debris shall not be allowed to clutter the site. Any visible signs of dumping or excessive waste should be properly disposed of.
3. Evidence of oil, gasoline, or other pollutants, aside from surface film, warrant further inspection by trained personnel. Any associated clean-up activities should also be provided by the appropriate personnel.
4. General policy would be to maintain the created ponds and wetlands, and adjacent areas of the stormwater management facilities in accordance with the Ecological Restoration and Management Program designed for the Preserve (outlets 1, 2, 3 & 4).
5. Trees and woody vegetation that may interfere with inspections and further maintenance should be removed from the stormwater management facilities.
6. Erosion damage greater than 2 inches should be repaired and stabilized using erosion control measure consistent with the conservation values of the Preserve (rock, planting additional grass, compaction, erosion mat, etc).
7. If sediment in the stormwater management facilities accounts for 10-15% of the designed volume, it should be removed, deposited, and stabilized such that it will not reenter the stormwater management facilities. Once the original design has again been achieved, perhaps through grading activities, the area may need to be reseeded to prevent erosion.
8. Any overflows that have eroded 4 inches or more should be repaired to the original design elevation.

Property owners shall be responsible for regular maintenance to the facilities located on their property. In the event that significant costs are incurred or expected for larger repairs, said costs would be shared by the property owners of all lots within the subdivision as described in the Declaration of the Rolling Hills Farm Residential Property Owners Association.

#843836
 REGISTER'S OFFICE
 ST. CROIX CO. WIS.
 Received for Record this 5th day
 of February A.D. 2012
 at 11:59 AM
 Volume 11
 Page 13
 [Signature] Register of Deeds

LEGEND

- ALUMINUM COUNTY SECTION CORNER MONUMENT FOUND
- 1 1/4" X 1/4" IRON REBAR SET, WEIGHING 4.300 LBS PER LINEAR FOOT
- ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" IRON REBAR WEIGHING 1.500 LBS PER LINEAR FOOT.
- 3/4" IRON REBAR FOUND
- MASONRY NAIL FOUND
- 1" O.D. IRON PIPE FOUND
- 2 1/2" O.D. IRON PIPE FOUND
- 2 3/8" O.D. IRON PIPE FOUND
- PROPOSED DRIVEWAY LOCATION
- 12" WIDE UTILITY AND DRAINAGE EASEMENT
- ROADWAY EASEMENT 10' WIDE ALONG SIDE YARD AND 5' WIDE ALONG REAR YARD
- ROADWAY SETBACK (50' FROM R/W OR AS SHOWN)
- H.W.L. = HIGH WATER LINE ELEVATION (100 YEAR EVENT)
- L.B.O. = LOW BUILDING OPENING
- SEPTIC SYSTEM DRAINFIELD EASEMENT: NUMBER SHOWN WITHIN EASEMENT CORRESPONDS WITH THE LOTS IT SERVES. (SEE WELL AND SEPTIC NOTES)

H.W.L. 1058.2

#10 LOTS 33, 34, 35

There are no objections to this plat with respect to Sacs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified November 20, 2012
 [Signature] Department of Administration
 UNPLATTED LANDS

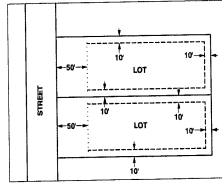
WELL AND SEPTIC NOTES:

ALL WELLS SHALL BE INSTALLED AT A MINIMUM DISTANCE OF 50' FROM SEPTIC DRAINFIELDS SHOWN ON THIS PLAT. THE WELL SHALL ALSO BE INSTALLED AT A MINIMUM DISTANCE OF 25' FROM SEPTIC TANKS.

FURTHER MORE SEPTIC SYSTEMS INSTALLED AFTER A WELL HAS BEEN PREVIOUSLY INSTALLED ON ADJOINING LOTS, THE TANK FOR SAID SEPTIC SYSTEM SHALL BE INSTALLED A MINIMUM OF 25' FROM ANY EXISTING WELL.

ALL LOT OWNERS SHALL BE GRANTED A BLANKET ACCESS AND MAINTENANCE EASEMENT OVER THE OUTLOT IN WHICH THEIR SEPTIC EASEMENT IS LOCATED. SAID EASEMENT IS FOR DIRECT ACCESS TO THEIR SEPTIC EASEMENT AND FOR INSTALLATION AND MAINTENANCE OF ANY PIPING RELATED TO THEIR SEPTIC SYSTEM.

PRIMARY BUILDING SETBACK LINES TYPICAL

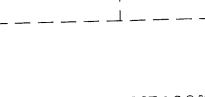


NOTE: NO OWNER OR RESIDENT SHALL DO ANYTHING WHICH WOULD INTERFERE WITH OR CHANGE THE OPERATION OF THE APPROVED COMPREHENSIVE WATER DRAINAGE AND SOIL EROSION PLAN FOR THIS PLAT. THIS INCLUDES BUT IS NOT LIMITED TO BUILDING UPON, OBSTRUCTING, ALTERING, FILLING, OR EXCAVATING OR PLANTING IN ANY PLOT EASEMENTS, WATER DRAINAGE DITCHES, WATER RUNWAYS, WATER CULVERTS, BERMS OR GRASS SEEDINGS.

UTILITY EASEMENTS NO POLE OR BORED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE, OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 238.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

EACH PARCEL SHOWN ON THIS MAP (PLAT) IS SUBJECT TO STATE, COUNTY AND TOWNSHIP LAWS, RULES AND REGULATIONS (I.E., WETLANDS, MINIMUM LOT SIZE, ACCESS TO PARCEL, ETC.), BEFORE PURCHASING OR DEVELOPING ANY PARCEL OF LAND CONTACT THE ST. CROIX COUNTY ZONING OFFICE AND THE HAMMOND TOWN BOARD FOR ADVICE.

LOT 1 C.S.M. IN VOL. 12, PG. 3293
 LOT 2 C.S.M. IN VOL. 13, PG. 3292



LOT 1 C.S.M. IN VOL. 12, PG. 3293
 LOT 2 C.S.M. IN VOL. 13, PG. 3292

LOT 3 C.S.M. IN VOL. 12, PG. 3293
 LOT 4 C.S.M. IN VOL. 13, PG. 3292

LOT 5 C.S.M. IN VOL. 12, PG. 3293
 LOT 6 C.S.M. IN VOL. 13, PG. 3292

LOT 7 C.S.M. IN VOL. 12, PG. 3293
 LOT 8 C.S.M. IN VOL. 13, PG. 3292

LOT 9 C.S.M. IN VOL. 12, PG. 3293
 LOT 10 C.S.M. IN VOL. 13, PG. 3292

LOT 11 C.S.M. IN VOL. 12, PG. 3293
 LOT 12 C.S.M. IN VOL. 13, PG. 3292

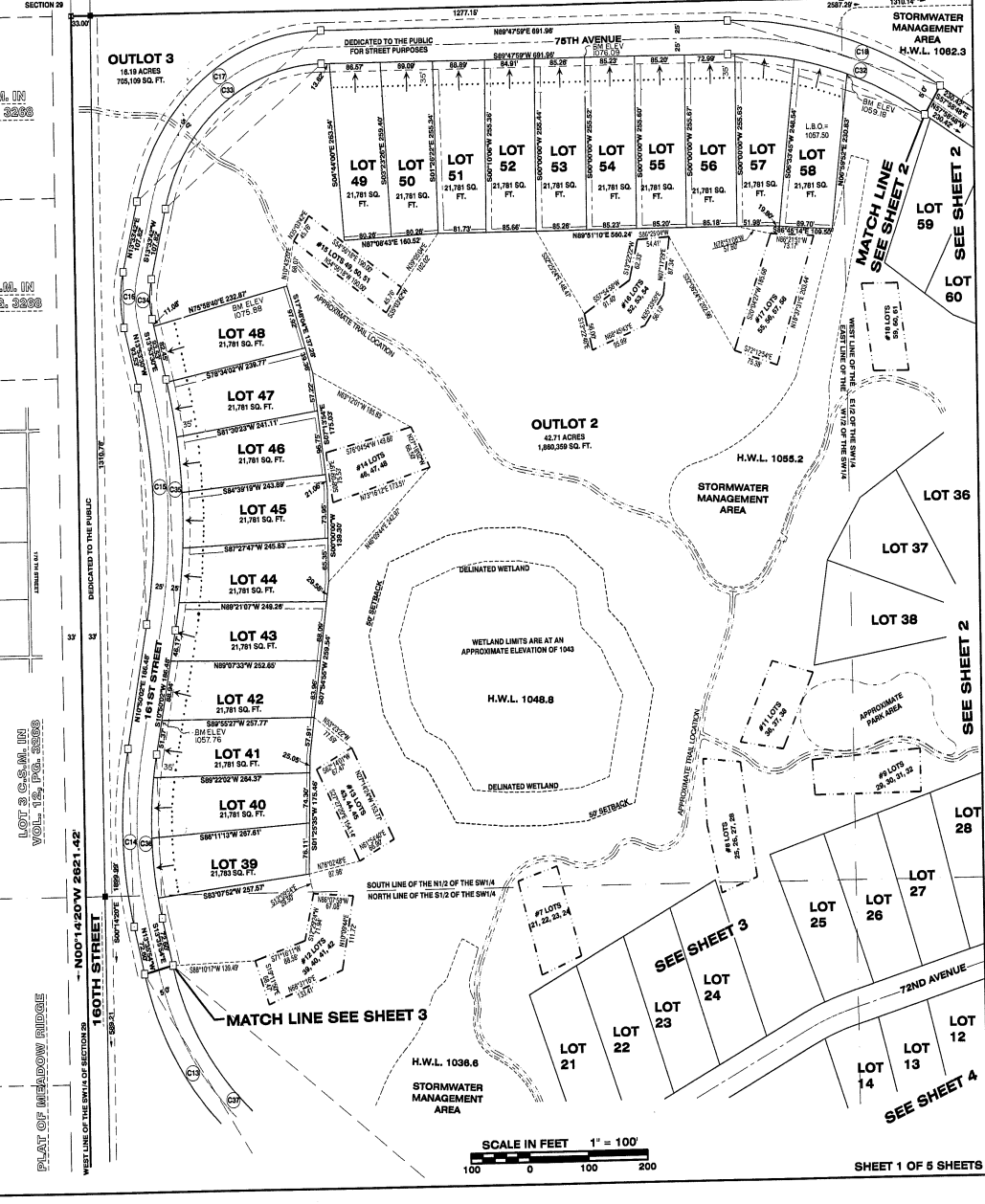
LOT 13 C.S.M. IN VOL. 12, PG. 3293
 LOT 14 C.S.M. IN VOL. 13, PG. 3292

LOT 15 C.S.M. IN VOL. 12, PG. 3293
 LOT 16 C.S.M. IN VOL. 13, PG. 3292

LOT 17 C.S.M. IN VOL. 12, PG. 3293
 LOT 18 C.S.M. IN VOL. 13, PG. 3292

LOT 19 C.S.M. IN VOL. 12, PG. 3293
 LOT 20 C.S.M. IN VOL. 13, PG. 3292

LOT 21 C.S.M. IN VOL. 12, PG. 3293
 LOT 22 C.S.M. IN VOL. 13, PG. 3292



THIS INSTRUMENT DRAFTED BY KEVIN REED
 JOB #495 DATE 08-11-04
 REVISED 11-01-06



OWNER
 ROLLING HILLS OF HAMMOND, LLC
 ATTN: DAVE PETERB
 400 S. SECOND STREET
 HUDSON, WI 54018

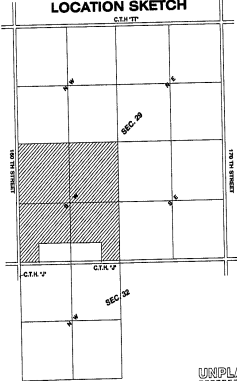
SURVEYOR
 EDWIN C. FLANUM
 NORTHLAND SURVEYING, INC.
 886 A HWY '96' P.O. BOX 14
 ROBERTS, WI 54023
 PHONE 715-749-1718
 FAX 715-749-1719

ENGINEER
 MATT HIEB
 AUTH CONSULTING AND
 ASSOCIATES
 2920 ENLISE STREET
 HUDSON, WI 54016



ROLLING HILLS FARM
 LOCATED IN THE OF NW1/4 OF THE SW1/4, THE NE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 29, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 32, ALL IN T29N, R17W, TOWN OF HAMMOND, ST. CROIX COUNTY, WISCONSIN.

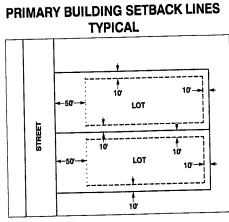
- LEGEND**
- ALUMINUM COUNTY SECTION CORNER MONUMENT FOUND
 - 1 1/4" X 1 1/4" IRON REBAR SET, WEIGHING 4.303 LBS PER LINEAR FOOT
 - ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" X 1/8" IRON REBAR WEIGHING 1.203 LBS PER LINEAR FOOT.
 - 3/4" IRON REBAR FOUND
 - MASONRY NAIL FOUND
 - 1" OD IRON PIPE FOUND
 - 1 1/2" OD IRON PIPE FOUND
 - 2 3/8" O.D. IRON PIPE FOUND
 - PROPOSED DRIVEWAY LOCATION
 - 12' WIDE UTILITY AND DRAINAGE EASEMENT
 - DRAINAGE EASEMENT 10' WIDE ALONG SIDE YARD AND 5' WIDE ALONG REAR YARD
 - ROADWAY SETBACK (50' FROM R/W OR AS SHOWN)
 - H.W.L. = HIGH WATER LINE ELEVATION (100 YEAR EVENT)
 - LOW BUILDING OPENING
 - SEPTIC SYSTEM DRAINFIELD EASEMENT, NUMBER SHOWN WITHIN EASEMENT CORRESPONDS WITH THE LOTS IT SERVES. (SEE WELL AND SEPTIC NOTES)
 - BENCHMARKS SHOWN ARE TOP OF SET IRON REBAR



STORMWATER MANAGEMENT FACILITIES MAINTENANCE PLAN AND OWNER RESPONSIBILITIES:

- The stormwater management facilities shall require maintenance and periodic inspections. Recommended practices are as follows:
- Inspections shall be performed annually as well as after major storm events. More frequent inspections of the area are recommended to monitor the area and determine when maintenance tasks should be performed.
 - Trees and debris shall not be allowed to clutter the site. Any visible signs of dumping or excessive waste should be properly disposed of.
 - Evidence of oil, gasoline, or other pollutants, aside from surface film, warrant further inspection by trained personnel.
 - A general policy would be to maintain the created ponds and wetlands, and adjacent areas of the stormwater management facilities in accordance with the Ecological Restoration and Management Program designed for the Preserve (Outlots 1, 2, 3 & 4).
 - Trees and woody vegetation that may interfere with inspections and further maintenance should be removed from the stormwater management facilities.
 - Erosion damage greater than 2 inches should be repaired and stabilized using erosion control measures consistent with the conservation values of the Preserve (rock, planting additional grass, coirpoc, erosion mat, etc.)
 - If sediment in the stormwater management facilities accounts for 10-15% of the designed volume, it should be removed.
 - If sediment in the stormwater management facilities accounts for 10-15% of the designed volume, it should be removed, and stabilized such that it will not reenter the stormwater management facilities. Once the original design has again been achieved, perhaps through grading activities, the area may need to be reseeded to prevent erosion.
 - Any overflow water that has exceeded 4 inches or more should be repaired to the original design elevation.

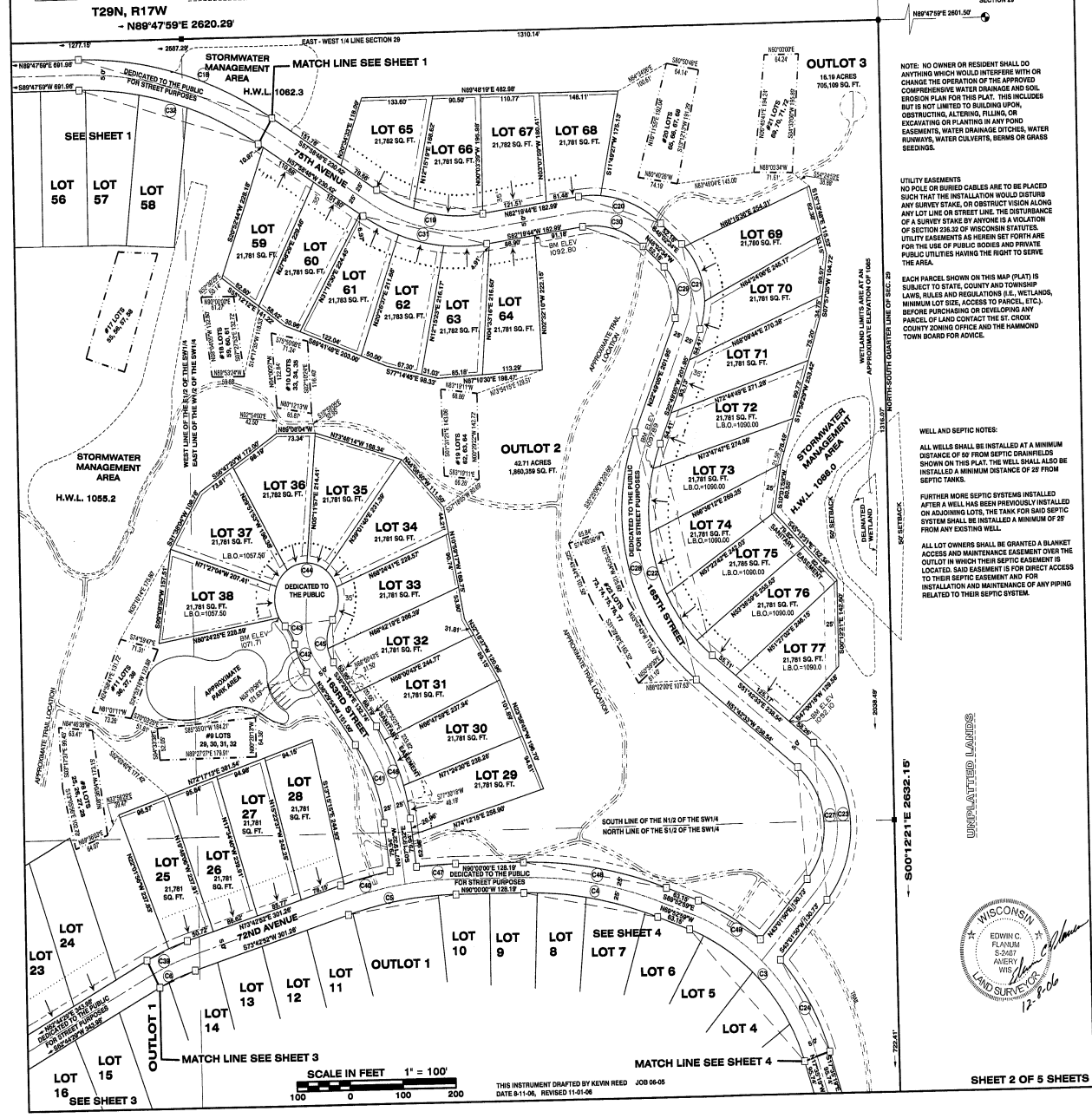
Property owners shall be responsible for regular maintenance to the facilities located on their property. In the event that significant costs are incurred or expected for larger repairs, said costs would be shared by the property owners of all lots within the subdivision as described in the Declaration of the Rolling Hills Farm Residential Property Owners Association.



There are no objections to this plan with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified *Beverly J. Moneys*
 Department of Administration

LOT 1 C.S.M. IN VOL. 18, PG. 4780



NOTE: NO OWNER OR RESIDENT SHALL DO ANYTHING WHICH WOULD INTERFERE WITH OR CHANGE THE OPERATION OF THE APPROVED COMPREHENSIVE WATER DRAINAGE AND SOIL EROSION PLAN FOR THIS PLAT. THIS INCLUDES BUT IS NOT LIMITED TO BUILDING POOL, OBSTRUCTING, ALTERING, FILLING, OR EXCAVATING OR PLANTING IN ANY POOL EASEMENTS, WATER DRAINAGE DITCHES, WATER RUNWAYS, WATER COLLECTORS, BERMS OR GRASS SEEDING.

UTILITY EASEMENTS
 NO POLE OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE, OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

EACH PARCEL SHOWN ON THIS MAP (PLAT) IS SUBJECT TO STATE, COUNTY AND TOWNSHIP LAWS, RULES AND REGULATIONS (I.E., WETLANDS, MINIMUM LOT SIZE, ACCESS TO PARCELS, ETC.), BEFORE PURCHASING OR DEVELOPING ANY PARCEL OF LAND CONTACT THE ST. CROIX COUNTY ZONING OFFICE AND THE HAMMOND TOWN BOARD FOR ADVICE.

WELL AND SEPTIC NOTES:
 ALL WELLS SHALL BE INSTALLED AT A MINIMUM DISTANCE OF 25' FROM SEPTIC DRAINFIELDS SHOWN ON THIS PLAT. THE WELL SHALL ALSO BE INSTALLED AT A MINIMUM DISTANCE OF 25' FROM SEPTIC TANKS.

FURTHER MORE SEPTIC SYSTEMS INSTALLED AFTER A WELL HAS BEEN PREVIOUSLY INSTALLED ON ADJOINING LOTS, THE TANK FOR SAID SEPTIC SYSTEM SHALL BE INSTALLED AT A MINIMUM OF 25' FROM ANY EXISTING WELL.

ALL LOT OWNERS SHALL BE GRANTED A BLANKET ACCESS AND MAINTENANCE EASEMENT OVER THE OUTLOT IN WHICH THEIR SEPTIC EASEMENT IS LOCATED. SAID EASEMENT IS FOR DIRECT ACCESS TO THEIR SEPTIC EASEMENT AND FOR INSTALLATION AND MAINTENANCE OF ANY PIPING RELATED TO THEIR SEPTIC SYSTEM.



SCALE IN FEET 1" = 100'

THIS INSTRUMENT DRAFTED BY KEVIN REED JOB 08-05
 DATE: 11-11-06, REVISED 11-01-08

OWNER
 ROLLING HILLS OF HAMMOND, LLC
 ATTN: DAVE PETERS
 400 S. SECOND STREET
 HUDSON, WI 54018

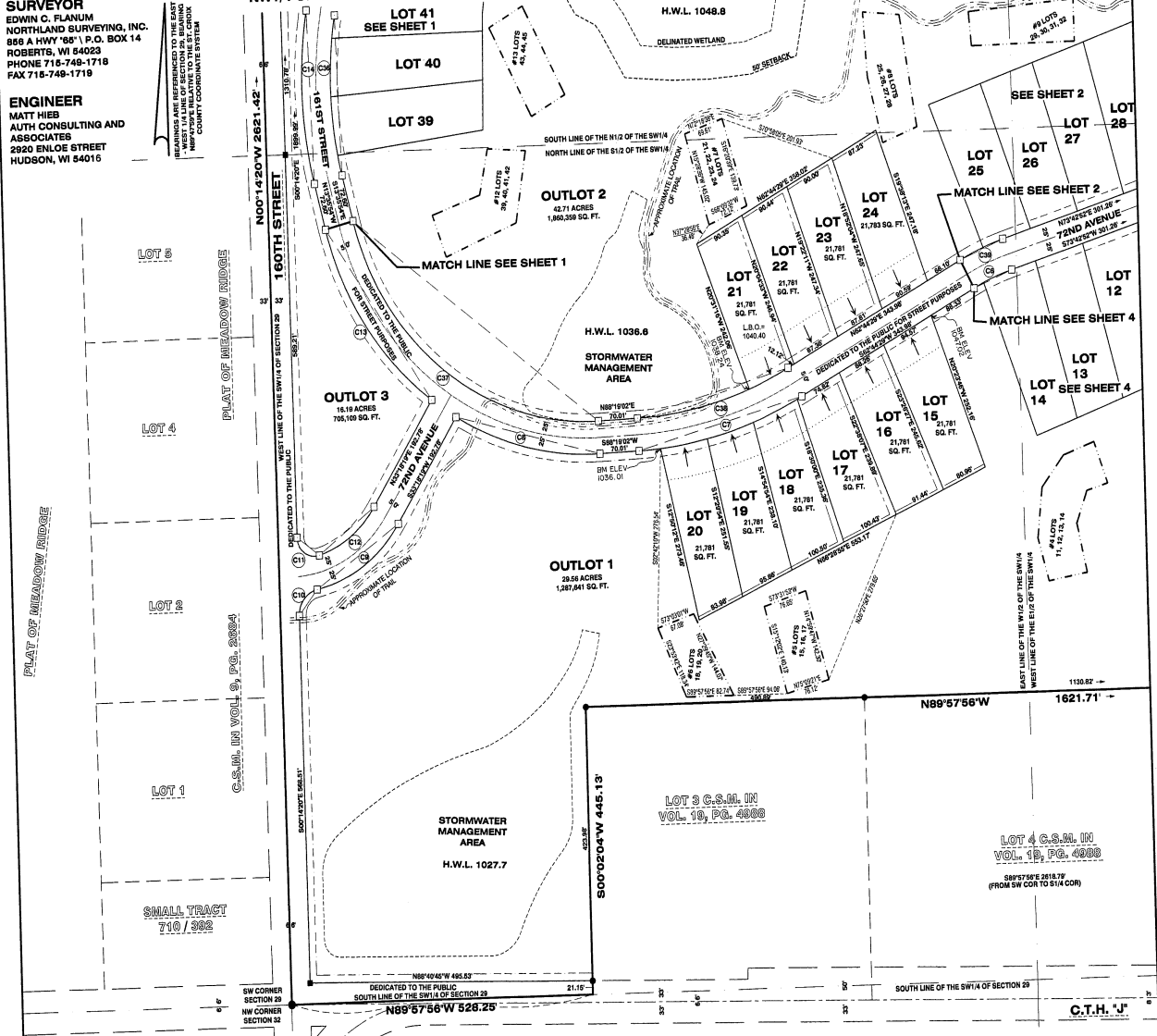
SURVEYOR
 EDWIN C. FLANUM
 NORTHLAND SURVEYING, INC.
 850 A HWY 100^N, P.O. BOX 14
 ROBERTS, WI 54023
 PHONE 715-748-1718
 FAX 715-748-1718

ENGINEER
 MATT HIES
 AUTH CONSULTING AND
 ASSOCIATES
 2920 ENLOE STREET
 HUDSON, WI 54015



ROLLING HILLS FARM

LOCATED IN THE OF NW1/4 OF THE SW1/4, THE NE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 28, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 32, ALL IN T29N, R17W, TOWN OF HAMMOND, ST. CROIX COUNTY, WISCONSIN.



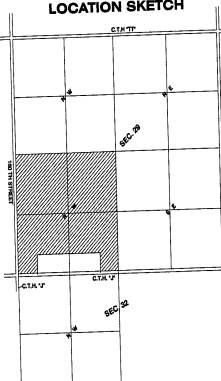
UNPLATTED LANDS

NOTE: NO OWNER OR RESIDENT SHALL DO ANYTHING WHICH WOULD INTERFERE WITH OR CHANGE THE OPERATION OF THE APPROVED COMPREHENSIVE WATER DRAINAGE AND SOIL EROSION PLAN FOR THIS PLAT. 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 COLLECTORS, BEINGS OR GRASS SEEDINGS.

UTILITY EASEMENTS

NOTE: NO POLE OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 288.23 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

EACH PARCEL SHOWN ON THIS MAP (PLAT) IS SUBJECT TO STATE, COUNTY AND TOWNSHIP LAWS, RULES AND REGULATIONS (E.G. WETLANDS, MINIMUM LOT SIZE, ACCESS TO PARCELS, ETC.), BEFORE PURCHASING OR DEVELOPING ANY PARCEL OF LAND CONTACT THE ST. CROIX COUNTY ZONING OFFICE AND THE HAMMOND TOWN BOARD FOR ADVICE.



NOTE

BM ELEV. BENCHMARKS SHOWN ARE TOP OF 1069.51 SET IRON REBAR

WELL AND SEPTIC NOTES:

ALL WELLS SHALL BE INSTALLED AT A MINIMUM DISTANCE OF 50' FROM SEPTIC DRAINFIELDS SHOWN ON THIS PLAT. THE WELL SHALL ALSO BE INSTALLED A MINIMUM DISTANCE OF 25' FROM SEPTIC TANKS.

FURTHER MORE SEPTIC SYSTEMS INSTALLED AFTER A WELL HAS BEEN PREVIOUSLY INSTALLED ON ADJOINING LOTS, THE TANK FOR SAID SEPTIC SYSTEM SHALL BE INSTALLED A MINIMUM OF 25' FROM ANY EXISTING WELL.

ALL LOT OWNERS SHALL BE GRANTED A BLANKET ACCESS AND MAINTENANCE EASEMENT OVER THE OUTLOT IN WHICH THEIR SEPTIC MAINTENANCE EASEMENT IS LOCATED, SAID EASEMENT IS FOR DIRECT ACCESS TO THEIR SEPTIC EASEMENT AND FOR INSTALLATION AND MAINTENANCE OF ANY PIPING RELATED TO THEIR SEPTIC SYSTEM.

PRIMARY BUILDING SETBACK LINES TYPICAL

STORMWATER MANAGEMENT FACILITIES MAINTENANCE PLAN AND OWNER RESPONSIBILITIES:

- The stormwater management facilities shall require maintenance and periodic inspections. Recommended practices are as follows:
- Inspections shall be performed annually as well as after major storm events. More frequent inspections of the area are recommended to monitor the area and determine when maintenance tasks should be performed.
 - Trash and debris shall not be allowed to clutter the site. Any visible signs of dumping or excessive waste should be properly disposed of.
 - Evidence of oil, gasoline, or other pollutants, aside from surface film, warrant further inspection by trained personnel. Any associated clean-up activities should also be provided by the appropriate personnel.
 - General policy would be to maintain the created ponds and wetlands, and adjacent areas of the stormwater management facilities in accordance with the Ecological Restoration and Management Program designed for the Preserve (outlots 1, 2, 3 & 4).
 - Trees and woody vegetation that may interfere with inspections and further maintenance should be removed from the stormwater management facilities.
 - Erosion damage greater than 2 inches should be repaired and stabilized using erosion control measures consistent with the conservation values of the Preserve (rock, planting additional grass, compaction, erosion mat, etc.).
 - If sediment in the stormwater management facilities accounts for 10-15% of the designed volume, it should be removed, deposited, and stabilized such that it will not reenter the stormwater management facilities. Once the original design has again been achieved, perhaps through grading activities, the area may need to be reseeded to prevent erosion.
 - Any overflow weirs that have eroded 4 inches or more should be repaired to the original design elevation.
- Property owners shall be responsible for regular maintenance to the facilities located on their property. In the event that significant costs are incurred or expected for larger repairs, said costs would be shared by the property owners of all lots within the subdivision as described in the Declaration of the Rolling Hills Farm Residential Property Owners Association.

- LEGEND**
- ALUMINUM COUNTY SECTION CORNER MONUMENT FOUND
 - 1 1/4" X 1/2" IRON REBAR SET, WEIGHING 4.303 LBS PER LINEAR FOOT
 - ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" X 1/2" IRON REBAR WEIGHING 1.502 LBS PER LINEAR FOOT.
 - 3/4" IRON REBAR FOUND
 - MASONRY NAIL FOUND
 - 1" OD IRON PIPE FOUND
 - 1 5/8" OD IRON PIPE FOUND
 - 2 3/8" O.D. IRON PIPE FOUND
 - PROPOSED DRIVEWAY LOCATION
 - 12" WIDE UTILITY AND DRAINAGE EASEMENT
 - DRAINAGE EASEMENT 15' WIDE ALONG SIDE YARD AND 5' WIDE ALONG REAR YARD
 - ROADWAY SETBACK (50' FROM R/W OR AS SHOWN)
 - H.W.L. = HIGH WATER LINE ELEVATION (100 YEAR EVENT)
 - L.B.O. = LOW BUILDING OPENING
 - SEPTIC SYSTEM GRABFIELD EASEMENT NUMBER SHOWN WITHIN EASEMENT CORRESPONDS WITH THE LOTS IT SERVES (SEE WELL AND SEPTIC NOTES)



SCALE IN FEET 1" = 100'

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 20th 2010
 Patricia D. Pomeroy
 Department of Administration

PREPARED FOR:
 ROLLING HILLS OF HAMMOND, LLC
 ATTN: DAVE PETERS
 400 S. SECOND STREET
 HUDSON, WI 54019

SURVEYOR
 EDWIN C. FLANUM
 NORTHLAND SURVEYING, INC.
 888 A HWY 100 P.O. BOX 14
 ROBERTS, WI 54023
 PHONE 715-749-1718
 FAX 715-749-1719

ENGINEER
 MATT HEB
 AUTH CONSULTING AND ASSOCIATES
 2920 ENLOE STREET
 HUDSON, WI 54015

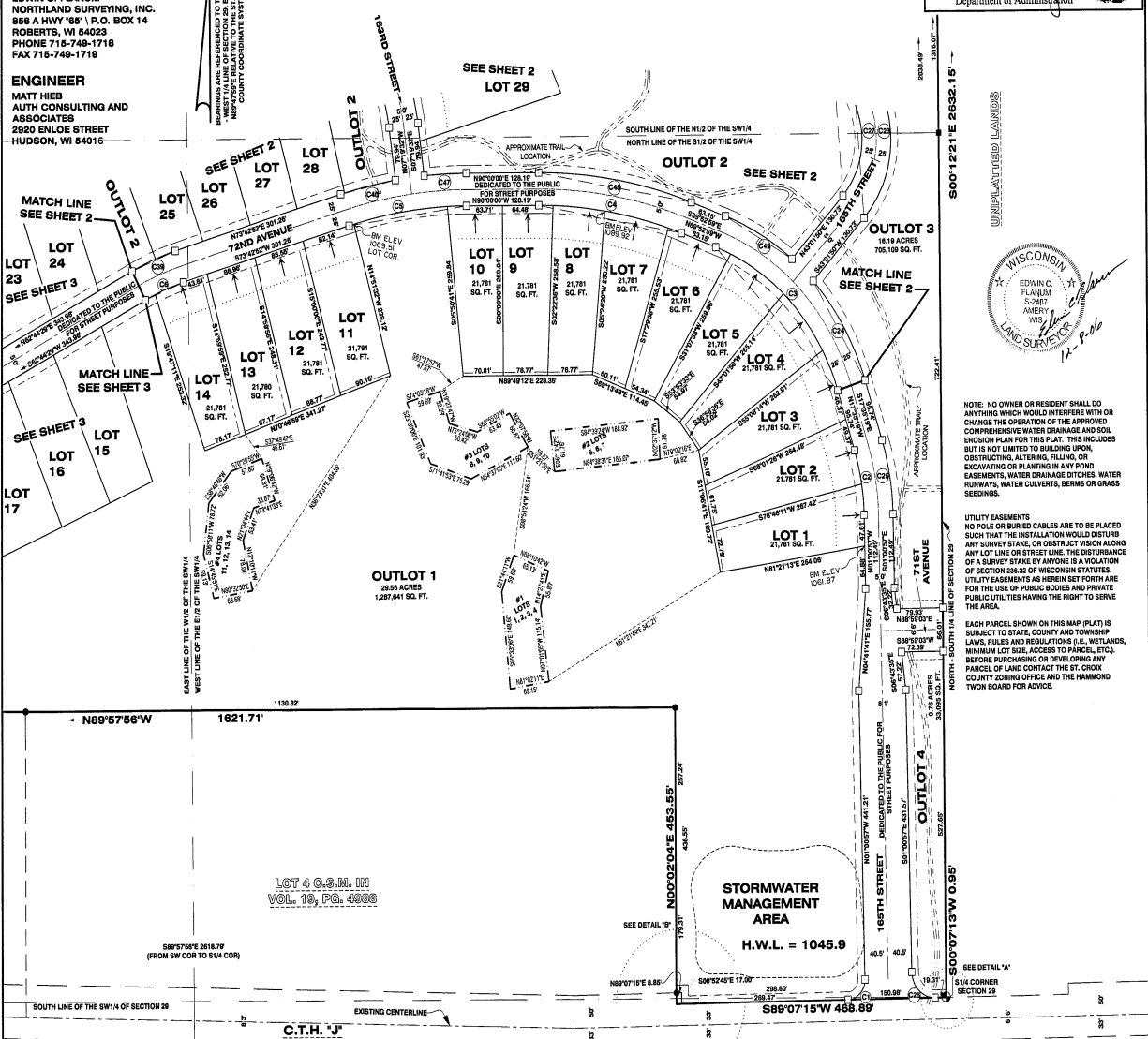


ROLLING HILLS FARM
 LOCATED IN THE OF NW1/4 OF THE SW1/4, THE NE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 29, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 32, ALL IN T29N, R17W, TOWN OF HAMMOND, ST. CROIX COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Witness my hand and seal of office this 12th day of June, 2016.

Edwin C. Flanum
 Surveyor
 Department of Administration



NOTE: NO OWNER OR RESIDENT SHALL DO ANYTHING WHICH WOULD INTERFERE WITH OR CHANGE THE OPERATION OF THE APPROVED COMPREHENSIVE WATER DRAINAGE AND SOIL EROSION PLAN FOR THIS PLAT. 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.

UTILITY EASEMENTS NO POLE OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE, OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC ROADS AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

EACH PARCEL SHOWN ON THIS MAP (PLAT) IS SUBJECT TO STATE, COUNTY AND TOWNSHIP LAWS, RULES AND REGULATIONS (I.E., WETLANDS, MINIMUM LOT SIZE, ACCESS TO PARCELS, ETC.) BEFORE PURCHASING OR DEVELOPING ANY PARCEL OF LAND CONTACT THE ST. CROIX COUNTY ZONING OFFICE AND THE HAMMOND TOWN BOARD FOR ADVICE.

LEGEND

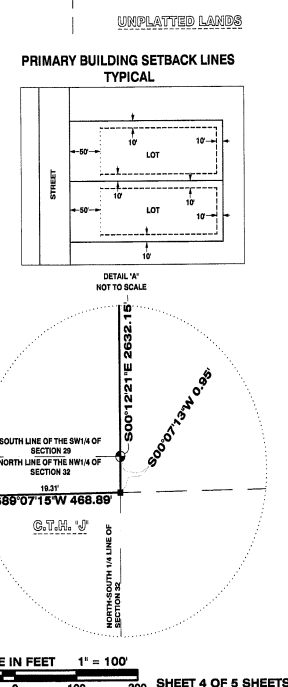
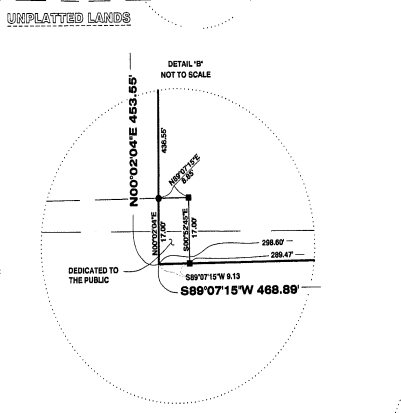
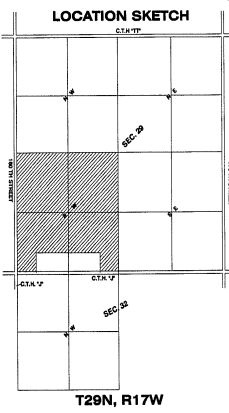
- ALUMINUM COUNTY SECTION CORNER MONUMENT FOUND
- 1 1/2" x 1 1/2" IRON REBAR SET, WEIGHING 4.303 LBS PER LINEAR FOOT
- ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" x 1/2" IRON REBAR WEIGHING 1.802 LBS PER LINEAR FOOT
- 3/4" IRON REBAR FOUND
- MASONRY NAIL FOUND
- 1" OD IRON PIPE FOUND
- 1 1/2" OD IRON PIPE FOUND
- 2 1/2" O.D. IRON PIPE FOUND
- PROPOSED DRIVEWAY LOCATION
- 12' WIDE UTILITY AND DRAINAGE EASEMENT
- DRAINAGE EASEMENT 10' WIDE ALONG SIDE YARD AND 6' WIDE ALONG REAR YARD
- ROADWAY SETBACK (50' FROM RW OR AS SHOWN)
- H.W.L. = HIGH WATER LINE ELEVATION (100 YEAR EVENT)
- L.B.O. = LOW BUILDING OPENING
- SEPTIC SYSTEM DRAINFIELD EASEMENT, NUMBER SHOWN WITHIN EASEMENT CORRESPONDS WITH THE LOTS IT SERVES (SEE WELL AND SEPTIC NOTES)
- BM ELEV 1069.51
- BENCHMARKS SHOWN ARE TOP OF SET IRON REBAR

WELL AND SEPTIC NOTES:

ALL WELLS SHALL BE INSTALLED AT A MINIMUM DISTANCE OF 50' FROM SEPTIC DRAINFIELDS SHOWN ON THIS PLAT. THE WELL SHALL ALSO BE INSTALLED A MINIMUM DISTANCE OF 25' FROM ANY EXISTING WELL.

FURTHER MORE SEPTIC SYSTEMS INSTALLED AFTER A WELL HAS BEEN PREVIOUSLY INSTALLED ON ADJOINING LOTS, THE TANK FOR SAID SEPTIC SYSTEM SHALL BE INSTALLED A MINIMUM OF 25' FROM ANY EXISTING WELL.

ALL LOT OWNERS SHALL BE GRANTED A BLANKET ACCESS AND MAINTENANCE EASEMENT OVER THE OUTLOT IN WHICH THEIR SEPTIC EASEMENT IS LOCATED. SAID EASEMENT IS FOR DIRECT ACCESS TO THEIR SEPTIC EASEMENT AND FOR INSTALLATION AND MAINTENANCE OF ANY PIPING RELATED TO THEIR SEPTIC SYSTEM.



STORMWATER MANAGEMENT FACILITIES MAINTENANCE PLAN AND OWNER RESPONSIBILITIES:

The stormwater management facilities shall require maintenance and periodic inspections. Recommended practices are as follows:

- Inspections shall be performed annually as well as after major storm events. More frequent inspections of the area are recommended to monitor the area and determine when maintenance tasks should be performed.
- Trash and debris shall not be allowed to clutter the site. Any visible signs of dumping or excessive waste should be properly disposed of.
- Evidence of oil, gasoline, or other pollutants, aside from surface film, warrant further inspection by trained personnel. Any associated clean-up activities should also be provided by the appropriate personnel.
- General policy would be to maintain the created ponds and wetlands, and adjacent areas of the stormwater management facilities in accordance with the Ecological Restoration and Management Program designed for the Preserve (outlots 1, 2, 3 & 4).
- Trees and woody vegetation that may interfere with inspections and further maintenance should be removed from the stormwater management facilities.
- Erosion damage greater than 2 inches should be repaired and stabilized using erosion control measures consistent with the conservation values of the Preserve (rock, planting additional grass, compost, erosion mat, etc.).
- If sediment in the stormwater management facilities accounts for 10-15% of the designed volume, it should be removed, deposited, and stabilized such that it will not reenter the stormwater management facilities. Once the original design has been achieved, perhaps through grading activities, the area may need to be reseeded to prevent erosion.
- Any overflow water that has eroded 4 inches or more should be repaired to the original design elevation.

Property owners shall be responsible for regular maintenance to the facilities located on their property. In the event that significant costs are incurred or expected for larger repairs, said costs would be shared by the property owners of all lots within the subdivision as described in the Declaration of the Rolling Hills Farm Residential Property Owners Association.

OWNER
ROLLING HILLS OF HAMMOND, LLC
ATTN: DAVE PETER
400 S. SECOND STREET
HUDSON, WI 54018

ROLLING HILLS FARM
LOCATED IN THE OF NW1/4 OF THE SW1/4, THE NE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 29, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 32, ALL IN T29N, R17W, TOWN OF HAMMOND, ST. CROIX COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified *[Signature]*
Department of Administration

SURVEYOR

EDWIN C. FLANUM
NORTHLAND SURVEYING, INC.
886 A HWY '85' P.O. BOX 14
ROBERTS, WI 54023
PHONE 716-749-1718
FAX 716-749-1719

ENGINEER
MATT HIEB
AUB CONSULTING AND
ASSOCIATES
2920 ENLOS STREET
HUDSON, WI 54015

CURVE DATA TABLE

CURVE NUMBER	LOT NUMBER	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	TANGENT IN	TANGENT OUT
1	348.00	90°09'12"	N44°03'09"E	42.48	47.20	589°07'18"W	N01°00'57"W	
2	348.00	18°34'22"	N09°18'08"W	98.44	98.78	N01°00'07"W	N17°35'19"W	
LOT 1	348.00	07°48'48"	N04°55'21"W	47.01	47.05	N01°00'07"W	N08°49'46"W	
LOT 2	348.00	08°45'34"	N13°12'32"W	62.89	62.74	N08°49'46"W	N17°35'19"W	
3	348.00	82°17'40"	N43°44'09"W	304.07	314.89	N17°35'19"W	N89°52'59"W	
LOT 3	348.00	11°04'42"	N23°07'40"W	66.80	66.71	N17°35'19"W	N28°40'01"W	
LOT 4	348.00	18°18'09"	N37°48'05"W	109.74	110.21	N28°40'01"W	N48°08'10"W	
LOT 5	348.00	19°15'34"	N69°06'27"W	108.55	110.05	N48°08'10"W	N64°05'11"W	
LOT 6	348.00	04°28'18"	N67°08'11"W	27.82	27.82	N67°08'11"W	N89°52'59"W	
4	728.00	20°07'01"	N78°56'28.5"W	253.29	254.55	N89°52'59"W	N90°00'00"W	
LOT 6	728.00	01°56'44"	N70°51'21"W	24.62	24.62	N89°52'59"W	N71°49'43"W	
LOT 7	728.00	08°54'80"	N76°17'08"W	112.68	112.79	N71°49'43"W	N80°44'33"W	
LOT 8	728.00	07°18'49"	N84°22'67.8"W	92.08	92.12	N80°44'33"W	N88°01'22"W	
LOT 9	728.00	01°56'39"	N89°00'41"W	25.02	25.02	N88°01'22"W	N90°00'00"W	
5	728.00	18°17'08"	S81°16'26"W	205.38	208.07	N90°00'00"W	S73°42'29"W	
LOT 10	728.00	02°39'11"	S89°05'44"W	33.87	33.87	N90°00'00"W	S72°04'49"W	
O.L. 1	728.00	12°55'13"	S80°51'42.8"W	153.77	164.12	S72°04'49"W	S74°22'36"W	
LOT 11	728.00	00°39'44"	S74°02'44"W	6.39	6.39	S74°22'36"W	S73°42'29"W	
6	376.00	10°58'23"	S88°13'40.8"W	71.71	71.82	S73°42'29"W	S62°44'29"W	
LOT 14	376.00	08°03'90"	S89°40'87"W	52.73	52.78	S73°42'29"W	S63°30'02"W	
O.L. 1	376.00	02°54'33"	S64°11'48.8"W	19.04	19.04	S63°30'02"W	S62°44'29"W	
7	676.00	28°34'33"	S78°31'45.8"W	298.81	301.31	S62°44'29"W	S88°19'02"W	
LOT 17	676.00	00°48'19"	S83°07'08.8"W	8.90	8.90	S62°44'29"W	S63°29'49"W	
LOT 18	676.00	07°19'58"	S87°07'39"W	65.47	65.53	S63°29'49"W	S70°42'24"W	
LOT 19	676.00	07°09'09"	S74°09'48"W	84.18	84.18	S70°42'24"W	S77°52'42"W	
LOT 20	676.00	07°09'22"	S81°29'08"W	84.28	84.31	S77°52'42"W	S80°03'46"W	
O.L. 1	676.00	03°18'16"	S88°41'24"W	38.34	38.34	S80°03'46"W	S88°19'02"W	
8	470.00	31°58'21"	N75°42'47.8"W	258.62	282.00	S88°19'02"W	N69°44'37"W	
9	228.00	45°48'51"	S68°11'14.8"W	174.98	179.72	S33°18'19"W	S79°04'10"W	
10	40.00	79°18'31"	S39°24'54.8"W	51.05	55.37	S79°04'10"W	S00°14'20"E	
11	30.00	108°40'11"	S63°04'28.8"E	47.81	65.33	S00°14'20"E	N74°02'29"E	
12	176.00	40°47'10"	N63°41'04"E	121.96	124.67	N74°02'29"E	N33°18'19"E	
13	470.00	82°00'19"	N63°37'19"W	321.88	328.51	N63°37'19"W	N10°00'02"E	
14	828.00	24°28'68"	N01°22'66"W	264.50	268.61	N13°36'54"E	N10°00'02"E	
15	828.00	24°43'32"	N01°31'44"W	353.28	358.02	N10°00'02"E	N13°53'30"W	
16	176.00	27°27'12"	N00°09'64"W	83.05	83.85	N13°53'30"W	N13°34'42"E	
17	328.00	76°14'17"	N81°40'60.8"E	401.24	432.46	N13°34'42"E	N89°47'59"E	
18	676.00	32°13'13"	S74°05'24.8"E	374.80	379.59	N89°47'59"E	S67°58'48"E	
19	300.00	39°41'28"	S77°49'32"E	203.89	207.82	S67°58'48"E	N82°19'44"E	
LOT 65	300.00	14°29'23"	S88°11'29.8"E	75.32	75.92	S67°58'48"E	S72°24'11"E	
LOT 66	300.00	28°19'05"	S88°02'13.8"E	131.23	132.39	S72°24'11"E	N82°19'44"E	
20	190.00	49°37'42"	S72°51'28"E	159.48	164.57	N82°19'44"E	S48°02'34"E	
190.00	12°31'28"	N88°36'29"E	41.45	41.63	N82°19'44"E	S80°04'48"E		
O.L.3	190.00	37°08'14"	S88°36'41"E	120.90	123.04	S80°04'48"E	S48°02'34"E	
21	128.00	70°51'39"	S12°36'44.8"E	144.93	154.59	S48°02'34"E	S22°49'05"E	
O.L.3	128.00	02°54'45"	S48°38'12.8"E	6.38	6.38	S48°02'34"E	S48°07'49"E	
LOT 69	128.00	48°22'00"	S21°58'49"E	98.42	101.18	S48°07'49"E	S01°14'11"W	
LOT 70	128.00	21°34'54"	S12°01'38"W	48.81	47.08	S01°14'11"W	S22°49'05"E	
22	300.00	74°31'39"	S14°28'44"E	363.28	368.22	S22°49'05"E	S81°52'33"E	
LOT 72	300.00	08°13'09"	S61°13'09"W	43.00	43.04	S22°49'05"E	S14°38'50"W	
LOT 73	300.00	20°14'42"	S04°28'38"W	108.48	108.00	S14°38'50"W	S08°38'48"E	
LOT 74	300.00	20°31'07"	S18°54'19.8"E	106.88	107.43	S08°38'48"E	S28°09'53"E	
LOT 75	300.00	18°11'25"	S35°15'38.8"E	94.84	96.24	S28°09'53"E	S44°21'18"E	
LOT 76	300.00	07°21'18"	S48°01'68.8"E	38.48	38.51	S44°21'18"E	S81°42'33"E	
23	176.00	84°44'23"	S04°20'21.8"E	287.51	289.37	S81°42'33"E	S43°01'50"W	
24	398.00	28°48'07"	S30°27'82.8"E	176.08	177.84	S43°01'50"W	S17°38'19"E	
25	398.00	16°34'22"	S61°18'08"E	113.86	114.28	S17°38'19"E	S01°00'76"E	
26	40.00	88°51'48"	S48°56'51"E	66.80	62.74	S01°00'76"E	N89°07'18"E	
27	128.00	94°44'23"	N04°20'21.8"W	183.94	206.69	N43°01'60"E	N61°42'33"W	
28	380.00	74°31'39"	N14°28'44"W	423.84	455.26	N61°42'33"W	N22°49'05"E	
29	76.00	70°51'39"	N12°36'44"W	86.98	92.76	N22°49'05"E	N48°02'34"W	
30	140.00	49°37'42"	N72°51'28"W	117.51	121.28	N48°02'34"W	S82°19'44"W	
31	380.00	39°41'28"	N77°49'32"E	237.64	242.48	S82°19'44"W	N67°58'48"W	
LOT 83	380.00	19°26'19"	S89°28'27"W	81.80	81.89	S67°58'48"W	N61°50'00"W	
LOT 82	380.00	14°13'30"	N77°08'18"W	86.87	86.89	N61°50'00"W	N70°13'00"W	
LOT 81	380.00	12°02'42"	N64°00'09"W	73.44	73.68	N70°13'00"W	N67°58'48"W	
32	828.00	32°13'13"	N74°05'24.8"W	346.86	351.47	N67°58'48"W	S69°47'59"W	
O.L. 2	828.00	13°24'40"	N84°41'08"W	145.98	146.29	N67°58'48"W	N71°23'28"W	
LOT 86	828.00	08°27'23"	N78°37'09.8"W	92.16	92.24	N71°23'28"W	N79°50'51"W	
LOT 87	828.00	09°14'08"	N84°27'84"W	100.83	100.75	N79°50'51"W	N89°04'57"W	
LOT 88	828.00	01°07'04"	N89°38'29"W	12.19	12.19	N89°04'57"W	S69°47'59"W	
33	276.00	78°14'17"	S81°40'60.8"W	338.51	366.82	S69°47'59"W	S13°34'24"W	
34	128.00	12°55'13"	S69°05'44"W	84.67	84.67	S13°34'24"W	S13°00'00"W	
35	676.00	24°43'32"	S01°31'44"W	374.67	377.60	S13°00'00"W	S10°00'02"E	
LOT 46	676.00	00°17'24"	S13°44'48"E	4.43	4.43	S13°00'02"E	S13°38'08"E	
LOT 47	676.00	05°29'30"	S10°51'21"E	83.84	83.87	S13°38'08"E	S08°06'36"E	
LOT 46	676.00	05°27'59"	S08°23'38.8"E	83.49	83.49	S08°06'36"E	S02°38'37"E	
LOT 45	676.00	05°28'18"	S00°04'30.5"W	83.01	83.04	S02°38'37"E	S02°47'38"W	
LOT 44	676.00	08°19'39"	S05°27'28"W	81.32	81.35	S02°47'38"W	S08°07'14"W	
LOT 43	676.00	02°42'48"	S09°29'38"W	41.43	41.43	S08°07'14"W	S10°00'02"E	
36	676.00	24°28'68"	S09°08'29"W	243.34	246.19	S10°00'02"E	S10°00'02"E	
LOT 41	676.00	03°29'00"	S09°08'29"W	34.97	34.97	S10°00'02"E	S07°20'87"W	
LOT 40	676.00	08°54'18"	S02°54'49.8"W	89.27	89.38	S07°20'87"W	S01°33'18"E	
LOT 39	676.00	08°56'12"	S09°01'24"E	89.59	89.69	S01°33'18"E	S10°29'30"E	
O.L. 2	676.00	03°06'24"	S12°02'42"E	31.17	31.18	S10°29'30"E	S13°38'54"E	
37	420.00	78°08'04"	S82°38'29"E	528.11	572.39	S13°38'54"E	N88°19'02"E	
38	628.00	28°34'33"	N78°31'45.8"E	278.69	278.99	N88°19'02"E	N62°44'29"E	
O.L. 2	628.00	18°36'52"	N79°00'36"E	202.18	203.08	N88°19'02"E	N69°42'10"E	
LOT 21	628.00	09°57'11"	N69°13'19.8"E	75.89	75.84	N69°42'10"E	N62°44'29"E	
39	428.00	10°58'23"	N68°13'40.8"E	81.27	81.39	N62°44'29"E	N73°42'52"E	
O.L. 2	428.00	08°01'58"	N68°48'28.8"E	44.72	44.74	N62°44'29"E	N68°48'24"E	
LOT 26	428.00	04°56'28"	N71°11'43.8"E	38.64	38.60	N68°48'24"E	N73°42'52"E	
40	776.00	07°06'42"	N77°18'13"E	98.13	98.19	N73°42'52"E	N80°49'34"E	
LOT 28	776.00	00°30'08"	N73°8'78.8"E	6.78	6.78	N73°42'52"E	N74°13'00"E	
O.L. 2	776.00	08°36'34"	N77°31'17"E	89.35	89.40	N74°13'00"E	N80°49'34"E	
41	276.00	29°10'22"	N21°54'49"W	138.51	140.02	N07°19'32"W	N38°29'54"W	
42	128.00	24°28'68"	S09°08'29"W	81.39	81.73	N38°29'54"W	N12°47'11"W	
43	60.00	22°07'01"	N67°56'28.8"E	25.22	25.14	N12°47'11"W	N48°58'00"W	
44	60.00	28°24'82"	N84°28'17"E	50.03	278.18	N48°58'00"W	S38°51'43"W	
O.L. 2	60.00	17°19'28"	N38°15'28"W	18.07	18.14	N48°58'00"W	N28°38'43"W	
LOT 38	60.00	80°54'25"	N00°08'30.5"W	51.87	53.31	N28°38'43"W	N21°18'42"E	
LOT 37	60.00	33°03'38"	N37°50'40.8"E	34.18	34.63	N21°18'42"E	N64°22'39"E	
LOT 36	60.00	37°50'45"	N73°18'01.8"E	38.92	39.83	N64°22'39"E	S87°48'36"E	
LOT 35	60.00	38°41'02"	S69°26'06"E	37.78	38.41	S87°48'36"E	S81°08'34"E	
LOT 34	60.00	32°43'37"	S34°44'22.8"E	33.79	34.29	S81°08'34"E	S18°29'11"E	
LOT 33	60.00	54°14'84"	S08°41'18"W	64.71	65.41	S18°29'11"E	S33°51'43"W	
48	60.00	72°21'37"	N00°18'08.8"E	70.84	74.78	S33°51'43"W	S28°29'54"E	
LOT 33	60.00	47°83'04"	S11°88'11"W	48.70	50.18	S38°51'43"W	S01°20'12"E	
LOT 32	60.00	24°28'33"	S24°16'37.8"E	25.44	25.83	S1°20'12"E	S38°29'54"E	
48	328.00	29°10'22"	S21°54'49"W	163.70	165.48	S38°29'54"E	S07°19'32"E	
LOT 31	328.00	04°43'08"	S34°08'21.8"E	28.78	28.78	S38°29'54"E	S31°48'48"E	
LOT 30	328.00	14°37'43"	S24°27'57.8"E	82.78	82.98	S31°48'48"E	S17°08'06"E	
LOT 29	328.00	09°49'34"	S12°14'19"E	65.87				

844269

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

RECEIVED FOR RECORD

02/12/2007 11:00AM

COVENANTS
EXEMPT #

REC FEE: 51.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 21

Document No.

**DECLARATION OF THE ROLLING HILLS
FARM RESIDENTIAL PROPERTY
OWNERS ASSOCIATION**

Return to:
Rolling Hills of Hammond, LLC
Attn. Mr. Dave Peters *DP*
135 South Second Street
Hudson, WI 54016

018-1065-20-000; 018-1065-30-000
018-1065-40-050; 018-1065-50-025
Parcel Numbers

Plat of Rolling Hills Farm, recorded in the Office of the Register of Deeds of St. Croix County, Wisconsin, on February 5, 2007, in Volume 11 of Plats, page 19, Document No. 843836, located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the of the SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ all in Section 29, and part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin.

Lots 1 thru Lots 77

**DECLARATION OF THE ROLLING HILLS FARM
RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

THIS DECLARATION ("Declaration") is made this 6th day of February, 2007, by **Rolling Hills of Hammond, LLC**, a Minnesota limited liability company (the "Declarant").

**ARTICLE I
DECLARATION**

Declarant hereby declares that it is the sole owner of the Land known as Rolling Hills Farm Conservation Community (as defined in Section 2.02) and all easements, rights, and appurtenances pertaining thereto (collectively the "Property"), and further declares that the Property and all of the Lots (as defined in Section 2.03) shall be hereafter subject to this Declaration and that the Association described in Section 2.01 shall be and hereby is created by this Declaration.

**ARTICLE II
NAME; DESCRIPTION OF PROPERTY**

2.01. Name. The name of the residential property owners association created by this Declaration shall be the "Rolling Hills Farm Residential Property Owners Association" (the "Association"). The Association shall be a non-incorporated association of property owners until such a time as the Association may, by affirmative majority vote, incorporate as a Wisconsin non-stock corporation.

2.02. Legal Description. The land comprising the Property (the "Land") is located in the Township of Hammond, St. Croix County, Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03. Lots. The Property shall include individually numbered Lots (the "Lot" or "Lots") as set forth and identified on the Final Plat of Rolling Hills Farm.

2.04. Address. The principal address of the Association shall be Rolling Hills of Hammond, LLC, 1551 Payne Avenue, St. Paul, Minnesota 55130.

**ARTICLE III
COMMON AREAS**

3.01. Common Areas. The common areas (the "Common Areas") include the following:

(a) All Common Areas labeled or otherwise identified as such on the Final Plat of the Rolling Hills Farm subdivision (the "Final Plat") or otherwise designated as such by the Association;

(b) All Land, open spaces, parks, and improvements that are not part of a Lot, including the "Preserve" as defined and described in the Conservation Easement recorded against the Land;

(c) Paved sidewalks, private streets, pedestrian trails, hiking trails, and walkways, if any, that are not part of a Lot; and

(d) Mailbox islands designated as Common Areas by the Association

3.02. Conflict Between Boundaries.

(a) If any portion of the Common Area shall encroach upon any Lot, or if any Lot shall encroach upon any other Lot or upon any Common Area as a result of duly authorized construction, reconstruction, or repair of a Lot or Common Area or any building or improvement located thereon, then a valid easement for the encroachment and for its maintenance and repair shall exist so long as such building or improvement stands; provided, however, that if any such encroachment or easement materially impairs any Lot owner's enjoyment of the Lot owned by such Lot owner or of the Common Areas in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Lot owner or to the Association within ninety (90) days of the discovery of the encroachment.

(b) Following any change in the location of the boundaries of Lots under this Section 3.02, the square footages of all affected Lots or Common Areas shall continue to be determined by the square footages, if any, shown on the Final Plat for all purposes under this Declaration.

ARTICLE IV PERCENTAGE INTERESTS; VOTING

4.01. Percentage Interests. The undivided percentage interest in the Common Areas, appurtenant to each Lot, shall be a percentage equal to one (1) divided by the total number of Lots, unless otherwise specified herein. Initially, each Lot's percentage shall be 1.3%, which represents a 1/77th interest.

4.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Lot shall be deemed to include the Lot owner's undivided percentage interest in the Common Areas and in any insurance proceeds or condemnation awards, even though such interest is not expressly described or referred to therein. By accepting a deed to a Lot, the Lot owner agrees to be bound by this Declaration and rules adopted by the Association.

4.03. Voting. The vote of each Lot owner at meetings of the Association (as defined in Article V) shall be equal to the percentage of interest in the Common Areas pertaining to such Lot.

4.04. Multiple Owners. If there are multiple owners of any Lot, their votes shall be counted in the manner provided in the bylaws; otherwise, there shall be no more than one vote per Lot.

4.05. Limitations on Voting Rights. No Lot owner shall be entitled to vote on any matter submitted to a vote of the Lot owners until the Lot owner's name and current mailing address, and the name and address of the Mortgagee of the Lot, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Lot owner from voting on any matter submitted to a vote of the Lot owners if the Association has recorded a statement of lien against the Lot and the amount necessary to release the lien has not been paid at the time of the voting. The Association may record any such lien in the same manner as a condominium lien under Chapter 703, Wis. Stats.

ARTICLE V
RESIDENTIAL PROPERTY OWNERS ASSOCIATION

5.01. General. Following the conveyance of the first Lot to any person other than Declarant, all Lot owners shall be entitled and required to be a member of an association of Lot owners known as the "Rolling Hills Farm Residential Property Owners Association" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Areas and the Preserve, subject to easements, including without limitation the Conservation Easement recorded against the Land. Such management may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose, or the hiring of a manager or management company. Initially, the Association shall not be incorporated. However, if approved by a majority consent of Lot owners, the Association shall be incorporated as a nonprofit corporation or a non-stock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation (the "Articles"), if any, and bylaws (the "Bylaws"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law") if applicable. The Association's activities in the Preserve shall be governed by the Conservation Easement and the Rolling Hills Farm Conservation Community Ecological Restoration and Management Program (the "Ecological Program"). All Lot owners, tenants of Lot owners, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of and all rules and regulations adopted by the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, if any, the Bylaws, and the Conservation Easement over the Preserve. The Association shall have the exclusive right to promulgate reasonable Rules and Regulations from time to time for the benefit of the Property, the Lots and Lot owners, and for the purpose of enhancing property values by maintaining and improving the Common Areas and the development as a whole. If such rules are duly promulgated after vote of the Lot owners, the Association shall distribute to each Lot owner the updated version of such Rules and Regulations upon any amendment or modification thereof. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Lot owners unless otherwise stated in such amendment or modification.

5.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Association and make all decisions related to the Land, the Property and the Lots and pay all expenses thereof until a Lot has been sold to any person or entity other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Lot has been sold to any person or entity other than the Declarant, except as provided in Section 5.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, this Declaration, and the Conservation Easement from the date the first Lot is conveyed by the Declarant to any person or entity other than Declarant, until the earliest of: (a) five (5) years from such date, unless applicable law requires otherwise, in which case such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Lots to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

5.03. Board of Directors. The affairs of the Association shall be governed by a board of directors. The Declarant shall comprise the entire board of directors prior to the conveyance of twenty Lots. After Declarant sells its twentieth Lot, Declarant shall appoint another director who is a Lot owner, and both shall serve as directors until the Declarant sells its fortieth Lot. After the Declarant sells its fortieth Lot, the

Association shall hold a meeting and the Lot owners other than the Declarant shall elect at least one but not more than two additional directors. After the Declarant sells its sixtieth Lot, the Association shall hold a meeting and the Lot owners other than the Declarant shall elect an additional director or directors so that there are a total of five directors. Declarant may elect, at its sole option, to remain a director until the Declarant sells its last remaining lot.

5.04. Maintenance and Repairs.

(a) **Common Areas.** The Association shall be responsible for the management and control of the Common Areas, including the Preserve, and shall maintain the same in good, clean, and attractive order and repair. All management, maintenance and repairs associated with the Preserve shall be in accordance with the Ecological Program implemented for the Preserve. In addition, the Association shall be responsible for providing, maintaining, and snow plowing all sidewalks, designated parking areas; and the maintenance, repair, and replacement of all outdoor amenities located upon the Common Areas, including lawns, landscaping, sidewalks, parks, pavilions, bicycle paths, foot paths, trails, driveways, and parking areas, if any.

(b) **Lots.** Each Lot owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Lot owner's Lot (including all utility systems, water and sewer systems, and electrical, heating, and air conditioning systems serving such Lot, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 7.01. Each Lot owner shall at all times keep the Lot in good condition and repair. If any Lot or portion of a Lot for which a Lot owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Areas, the Association, upon fifteen (15) days' prior written notice to the Lot owners of such Lot, shall have the right to correct such condition or to restore the Lot to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Lot for the purpose of doing so, and the Lot owners of such Lot shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Lot as a Special Assessment under Section 5.07.

(c) **Damage Caused by Lot Owners.** To the extent (i) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Areas or a Lot is required as a result of the negligent, reckless, or intentional act or omission of any Lot owner, tenant, or occupant of a Lot owner or Lot, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Area is required as a result of an alteration to a Lot by any Lot owner, tenant, or occupant of a Lot, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Areas following any alteration of a Common Area required by this Declaration, or the removal of any such alteration, the Lot owner that committed the act or omission or that caused the alteration, or the Lot owners of the Lot occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration. If damage occurs in the Preserve, repair or restoration shall be carried out in accordance with terms and procedures set forth in the Conservation Easement and Ecological Program.

(d) **Well Systems.** Each Lot owner shall be exclusively responsible for all maintenance and repairs associated with the well system and related components (“well system”) serving the Lot owner’s Lot. Lot owners who share a well system shall share equally in the maintenance and repairs to the shared portions of the well system, such as the well casing, subject to Section 5.04(c). However, each Lot owner is solely responsible for all portions of the well system serving only that Lot owner’s Lot. Notwithstanding the above provisions, the Association shall have full authority to enter a Lot and make repairs to any portion of the well system if, in the sole discretion of the board of directors, such repairs are necessary or reasonably prudent to prevent or minimize damage or potential damage to the well system, another Lot, or Common Areas, in which event the Lot owner or owners shall reimburse the Association for all costs and expenses associated therewith, subject to the notice and lien provisions of Section 5.04(b).

(e) **Sanitary Systems.** “Sanitary System” shall mean the sewage treatment systems servicing the Property and shall include, without limitation, the drain fields, drain field dosing tanks, recirculation tanks, filter tanks, septic tanks, air blowers, control panels, manholes, metering manholes, and all related systems and improvements. Each Lot owner shall be exclusively responsible for all maintenance and repairs associated with the Sanitary System and related components that serve the Lot owner’s Lot and specifically including the service lines, piping, equipment and fixtures (including grinder pumps) located on the Lot and designed to provide service exclusively to that Lot. Lot owners who share a sanitary system shall share equally in the maintenance and repairs to the shared portions of the sanitary system, subject to Section 5.04(c). Notwithstanding the above provisions, the Association shall have a perpetual easement over and across all Lots and full authority to enter a Lot and make repairs to the Sanitary System if, in the sole discretion of the board of directors, such repairs are necessary or reasonably prudent to prevent or minimize damage or potential damage to the Sanitary System, another Lot, or Common Areas, in which event the Lot owner or owners shall reimburse the Association for all costs and expenses associated therewith, subject to the notice and lien provisions of Section 5.04(b). All Lot owners must comply with reasonable requests by St. Croix County related to maintenance, upkeep, repairs, and inspections of septic systems. All Lot owners shall comply with the Sanitary System Management Plan imposed by local and state agencies. With respect to all Lots served by a “Private Onsite Wastewater Treatment Systems Program” (“POWTS”), the following shall apply: (i) the Owner of a Lot served by a POWTS shall be responsible for ensuring that the operation and maintenance of the POWTS occurs in accordance with Wisconsin Administrative Code, Commerce Chapter 83, and the approved management plan under Sec. Comm. 83.54(1); (ii) a POWTS that is not maintained in accordance with the approved management plan or as required under Sec. Comm. 83.54(4) will be considered by the Wisconsin Department of Commerce to be a human health hazard; and (iii) the Owner of a Lot served by a POWTS shall be responsible for submitting a maintenance verification report acceptable to St. Croix County for maintenance tracking purposes, at intervals deemed by the county to be appropriate for the components utilized in the POWTS. The operation and continuous maintenance of the Sanitary System is the responsibility of each Lot owner and shall be carried out in a manner described by the “Sanitary System Management Owner Guidelines and Procedures” and attached as Appendix F to the Ecological Program. The Association shall be responsible for operation, maintenance and repair of the portions of the Sanitary System that do not exclusively serve an individual Lot, and portions of the Sanitary System that are designated as Common Elements.

(f) **Trails.** The Association shall maintain the trails within the Property, keep them in good condition and repair, and ensure that continued access is provided to Lot owners.

5.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management, repair, and maintenance of the Common Areas and other areas described herein as being owned by or under the ordinary care and responsibility of the Association shall be deemed to be common expenses (the "Common Expenses") including, without limitation, expenses incurred for the following: implementation of the Ecological Program for the Preserve; landscaping and lawn care of Common Areas; snow shoveling and plowing of Common Areas; improvements to the Common Areas; common grounds security lighting; municipal utility services, trash collection and other services provided to the Common Areas; water courses and stormwater ponds; wetlands; and maintenance and management salaries and wages associated therewith.

(a) **Reserved.**

(b) **Stormwater Management Facilities and Erosion Control Systems.** The Association shall be responsible for ongoing maintenance and repair of all stormwater management facilities and erosion control structures and devices located in the Common Areas and the expenses associated with such maintenance and repair shall be a Common Expense. The Association or its designated agents shall have the power and responsibility to determine what measures are appropriate to adequately and responsibly maintain the said devices and to assess, levy against, and collect from each Lot a proportionate share of the cost of said maintenance and repairs as and when necessary. Ongoing maintenance and repair activities are prescribed in Section 4.1 of the Ecological Program and titled "Stormwater Facilities Maintenance Plan and Owners Responsibilities" ("Stormwater Plan").

5.06. General Assessments. The Association shall levy annual general assessments (the "General Assessments") against the Lot owners for the purpose of maintaining a fund from which Common Expenses shall be paid. The General Assessments against the Lot owners shall be assessed in proportion to their percentage interests in the Common Areas, except that until occupancy permits have been issued for all Lots, the General Assessments for insurance premiums, as explained in Article VII herein, shall be levied evenly against all Lots for which occupancy permits have been issued. General Assessments shall be due in advance upon request by the Association on an annual basis, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Lot on which it is assessed if a statement of lien is filed within two (2) years after the assessment becomes due, in the same manner as provided in 703.15(2)(c) of the Wisconsin Statutes, and for such purpose a Lot shall be treated as if it were a condominium unit. No General Assessments shall be assessed against any Lot owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Lot owner other than Declarant shall not exceed the amount that Lot owner would be charged if Declarant's Lots were subject to full General Assessments, based on the annual operating budget then in effect. Thus, during the period of Declarant Control, the Association shall ensure that no individual Lot owner is required to pay more than the individual Lot owner's proportionate share of General Assessments. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Lot owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a reserve account, (a) no reserve fund assessments shall be levied against any Lot until a certificate of occupancy has been issued for that Lot, and (b) payment of any reserve fund assessments against any Lot owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Lot, or (ii) five years from the date exterior construction of the Building in which the Lot is located has been completed.

5.07. Special Assessments. The Association may, when necessary as result of an emergency or unexpected event, levy special assessments (the "Special Assessments") against the Lot owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 8 and Section 11; for defraying the cost of improvements to the Common Areas; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 5.04 and Article XII, or for any other purpose for which the Association may determine a Special Assessment is necessary for the improvement or benefit of the Property, following a proper vote of Lot owners as set forth in the Bylaws. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Lot on which it is assessed if a statement of is filed within two (2) years after the Special Assessment becomes due as provided in the Section 5.06.

5.08. Common Surpluses. If surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 8.06 and Section 9.06, such Common Surpluses may be credited against the Lot owners' General Assessments in proportion to their respective percentage interests in the Common Areas, and in proportion to amounts actually paid by individual Lot owners, or such surplus may be used for any other purpose as the Association may determine.

5.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Lot (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

ARTICLE VI CONSTRUCTION, CARE AND USE RESTRICTIONS

6.01. Lot Improvements, Alterations and Construction.

(a) No Lot upon the Property may be further subdivided. A Lot owner may make improvements and alterations upon the Lot owner's Lot; provided, however, that such improvements or alterations shall not impair or interfere with any easement, including without limitation the Conservation Easement recorded against the Property, and any such improvement or alteration must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Lots and the Common Areas, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) All plans for improvements or construction of any type must be approved in writing by the Declarant or its designated agent during the period of Declarant control as set forth in Section 5.02, and thereafter by the Board of Directors. In granting or denying approval, Declarant or its designated agent may consider any and all factors that it deems relevant.

(c) If a Lot owner acquires all of one or more adjoining Lots or other Lots identified in the Final Plat, the Lot Owner's percentage interest in the Common Areas and for all other purposes provided herein shall be equal to the number of Lots so combined divided by the total number of Lots, and as otherwise provided in Section 5.01 above.

(d) The construction of a home or accessory building upon a Lot shall be completely finished on the exterior within twelve (12) months after the date of commencement of construction.

(e) Landscaping, other than seeding or sodding areas disturbed by construction, shall not be required. Seeding and sodding must be completed within twelve (12) months after completion of construction, unless the Declarant or the Association require earlier completion for purposes of erosion control. Once construction has commenced, Lot owners and their agents shall be responsible for maintaining erosion control as required by the Township and the St. Croix County Land and Water Conservation Department.

(f) Certain plants, due to their potential to invade and harm to the Preserve, shall not be planted or permitted to remain on any Lot. Plants that are specifically prohibited are identified on Appendix D of the Ecological Program. Preferred plants are identified on Appendix E of the Ecological Program.

(g) Telephone, cables, electrical and gas services to a Lot shall be buried underground.

(h) All driveways must be constructed in accordance with the specifications of Hammond Township.

6.02. Storm Water and Erosion Control.

(a) Each Lot owner shall be responsible for proper care of the Lot and proper conservation practices, which shall include water run-off and erosion control as reasonably established by the St. Croix County Land and Water Conservation Department. Each Lot owner shall be responsible for ensuring that the drainage of surface water is not altered so as to adversely affect the Common Areas including the Preserve, the Property, or other Lots. Each Lot owner shall be responsible for keeping silt on their own property and ensuring that the drainage of surface water is not changed so as to adversely effect the Property or other Lots. During the period of construction on a Lot, all erosion control procedures necessary to meet the performance standards of Department of Commerce publication *Comm. 21.125 3a* shall be properly implemented, installed and maintained by the Lot owner and his or her agents, and by the building permit applicant. If erosion occurs after construction activities have ceased, adequate erosion control measures shall be implement immediately by the Lot owner.

(b) A professionally engineered storm water management plan titled "Stormwater Pollution Prevention Plan for Rolling Hills Farm" and attached as Appendix G of the Ecological Program was created and implemented for the Rolling Hills Farm subdivision. There are ponding easements, wetland areas, and drainage easements in various locations on the Property and throughout the Common Areas and at side lot lines of the Lots, some of which are depicted on the Plat. No Lot owner shall fill, alter or interfere with any wetland areas, drainage easements, erosion control devices, or ponding areas wherever located.

6.03. Use and Restrictions on Use of Lot. Each Lot shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no

more than two unrelated persons. Business activities may be conducted on a Lot with prior approval of the Association, provided however, that such activities do not create a nuisance or unreasonably interfere with the use and enjoyment of other Lots. All activities shall comply with local ordinances, state statutes, and the Rules and Regulations promulgated by the Association.

6.04. Nuisances. No Noxious or offensive activities shall be conducted or permitted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any of the neighborhood. No nuisances shall be allowed anywhere upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Property by the Lot owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 7.01. All parts of every Lot shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Lot owner shall permit any use of its Lot or of the Common Areas that increases the cost of insuring the Property.

6.05. Lease of Lots. Each Lot or any part thereof may be rented by written lease, provided that

- (a) The term of any such lease shall not be less than four (4) months;
- (b) The Lot owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- (c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement, providing that the lease is subject and subordinate to the same; and
- (d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement; and the past use by the tenant or its invitees or guests of any part of the Property in a manner offensive or objectionable to the Association or other occupants of the Property by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Lot, each Lot owner of such Lot shall remain liable for the compliance of the Lot, such Lot owner and all tenants of the Lot with all provisions of this Declaration, the Bylaws, the Rules and Regulations of the Association, and the Conservation Easement, and shall be responsible for securing such compliance from the tenants of the Lot. The Association may require that a copy of each lease of all or any part of a Lot be filed with the Association. The restrictions against

leasing contained in this Section 6.05 shall not apply to leases of the Lots by the Declarant or leases of the Lots to the Association.

6.06. Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows: one sign no greater than ten (10) square feet in size advertising a Lot for sale; otherwise, no sign shall be displayed without the written consent of the Association and, if Declarant owns at least one Lot, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Property, small signs (less than 8 square feet) interpreting the property's ecology, and to erect appropriate signage for the sales of Lots.

6.07. Temporary Structures. No temporary structures will be permitted on any Lot without prior approval in writing by the Declarant or its designated agent during the period of Declarant control as set forth in Section 5.02, and thereafter by the Board of Directors.

6.08. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. Trash, garbage, and other waste shall not be kept except in sanitary containers. Outdoor dumpsters shall not be allowed other than for construction, on a temporary basis. All other disposal containers shall be kept in a clean and sanitary condition and stored in an unobtrusive manner.

6.09. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

6.10. Pets and Animals. Pets are permitted in accordance with the current applicable Rules and Regulations. Only dogs, cats, birds, and other animals that are customarily considered pets may be kept on the Property as domestic pets. Pets shall be restricted and not permitted to run at large. No livestock or horses shall be kept on any Lot.

6.11. Landscaping. Lot owners shall not plant any decorative plants, vegetables, and shrubbery outside of their Lot without the prior written consent of the Association.

6.12. Motorized Vehicles. Motorized vehicles of any sort are prohibited from and shall not be operated on the Common Areas or the trail system located on the Property. The operation of snowmobiles, ATVs, or motorcycles shall not occur or be permitted to occur anywhere on the Property except for access to and from trails and roads that are specifically designated for such use, by way of the public road system.

ARTICLE VII INSURANCE

7.01. Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Areas, for the Lot as originally constructed through the date when the Lot is conveyed from the Declarant to a Lot owner, and for the Association's service equipment, supplies and personal property. Each Lot owner shall obtain and maintain fire and casualty insurance coverage for all improvements to the Lot made after obtaining title to the Lot and for all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Areas shall be reviewed and adjusted by the board of directors of the

Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Common Areas in the name of the Association as insurance trustee for the individual Lot owners in their respective percentage interests in the Common Areas, and may list each Lot owner as an additional insured with respect to its Lot. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Common Areas insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Lot owners and the Mortgagees and distributed as provided in Article VIII.

7.02. Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Lot owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Areas. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Lot owners in their respective percentage interests in the Common Areas. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Lot owner because of the negligent acts of the Association or other Lot owners. All premiums for such insurance shall be Common Expenses. Each Lot Owner must at all times insure its own Lot and improvements for personal benefit.

7.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Lot, the Association may require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

7.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Lot owner to be subrogated to any right of the Association or a Lot owner arising under this Declaration. The Association and each Lot owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Lot owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Lot owner from obtaining such policy.

7.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

**ARTICLE VIII
RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION**

8.01. Determination to Reconstruct or Repair. If all or any part of the Common Area becomes damaged or are destroyed by any cause, the damaged Common Area shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$1,000 times the number of Lots then making up the Association. Damage due to authorized entry for the purpose of installing a septic system or other private system approved by the Declarant and Association shall be subject to the same requirement to reconstruct or repair. Acceptance by a Lot owner of a deed to a Lot shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Lot owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Lot owners, and such repair or reconstruction shall be deemed approved if a majority of votes by Lot owners are cast in favor of such repair or reconstruction.

8.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications as described in the Ecological Program, Stormwater Plan, grading plan, and the final plat, and used in the original construction of the damaged Common Areas, unless (1) a majority of the first Mortgagees (one vote per mortgaged Lot) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Areas; and (3) such variance is approved by the parties to the Conservation Easement. Notwithstanding the above, the majority of the first mortgagees and the Board of Directors of the Association shall not approve a variance from such plans and specifications if such approval harms the conservation values of the preserve or in any way reduces the efficacy of the Stormwater Management Facilities. If a variance is authorized from the maps, plans, and specifications contained in the Final Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

8.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Areas, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

8.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 7.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Areas. The Association shall have no responsibility to repair, reconstruct, or replace any Lot or any improvements located within a Lot. Lot owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 8.06.

8.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Lot owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Areas shall be in proportion to each Lot owner's percentage interest in the Common Areas. All assessed funds shall be held and disbursed by the Association as trustee for the Lot owners and Mortgagees involved.

8.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Areas or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Lot owners according to their respective percentage interests in the Common Areas.

8.07. Damage or Destruction of Lot. Following any damage or destruction to any improvements located on any Lot, the Lot owner shall repair and restore such Lot to its condition prior to the damage or destruction as soon as possible but within two hundred seventy (270) days of the damage or destruction.

ARTICLE IX CONDEMNATION

9.01. Allocation of Award. If a local or state government agency takes Property by eminent domain, any damages for the taking of all or part of the Property shall be awarded as follows:

(a) Every Lot owner shall be allocated the entire award for the taking of all or part of the Lot owner's respective Lot or any improvements located therein, and for consequential damages to the Lot or improvements located therein.

(b) If no reconstruction is undertaken, an award for taking of Common Areas shall be allocated to Lot owners in proportion to their respective percentage interest in the Common Areas.

9.02. Determination to Reconstruct Common Areas. Following the taking of all or part of the Common Areas, the Common Areas shall be restored or reconstructed.

9.03. Plans and Specifications for Common Areas. Any reconstruction shall, as far as is practicable, be made in accordance with the plans and specifications used in the original construction of the taken Common Areas unless seventy-five percent (75%) of the Lot owners, a majority of the first Mortgagees (one vote per mortgaged Lot), and the Board of Directors shall authorize a variance from such plans and specifications, and provided such variance is approved by the parties to the Conservation Easement. Notwithstanding the above, the majority of the first Mortgagees and the Board of Directors of the Association shall not approve a variance from such plans and specifications if such approval harms the conservation values of the Preserve or in any way reduces the efficacy of the Stormwater Management Facilities. If a variance is authorized from the maps, plans, or specifications contained in the Final Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

9.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Areas, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

9.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Areas is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Lot owners in sufficient amounts to provide funds for the payment of such costs. Such

Special Assessments shall be in proportion to each Lot owner's respective percentage interest in the Common Areas and shall constitute a Common Expense.

9.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Lot owners in proportion to their respective percentage interests in the Common Areas and in proportion to amounts actually paid by Lot owners for general and special assessments.

9.07. Percentage Interests Following Taking. Following the taking of all or any part of any Lot, the percentage interest in the Common Areas appurtenant to any Lot shall be equitably adjusted to reflect the respective relative values of the remaining Lots (or portions thereof) to all of the Lots, determined without regard to the value of any improvements located within the Lots. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Lots. Such amendment need be signed only by two officers of the Association.

ARTICLE X MORTGAGEES

10.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Lot (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Areas in an amount exceeding Twenty Thousand Dollars (\$20,000).

10.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XI of this Declaration, neither Section 10.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

10.03. Owners of Unmortgaged Lots. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Lot owner of any unmortgaged Lot shall be considered a "Mortgagee" as well as a "Lot owner" for purposes of such provision.

10.04. Liens. Any Mortgagee who obtains title to a Lot under the remedies provided in the mortgage or land contract against the Lot or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid dues and assessments accrued before the date on which the holder acquired title.

**ARTICLE XI
AMENDMENT**

Except as otherwise may be required by law, or as otherwise may be provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Lot owners who together hold at least two-thirds (2/3) of the total voting interests held by all Lot owners. No Lot owner's consent shall be effective without the consent of the first mortgagee of such Lot. So long as the Declarant owns any Lot, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for St. Croix County, and a copy of the amendment shall also be mailed or personally delivered to each Lot owner at its address on file with the Association.

**ARTICLE XII
REMEDIES**

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Lot owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Lot shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Hammond or St. Croix County to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article V), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Lot owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Lot owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Lot owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Lots damaged by the violation pro rata. Notwithstanding the foregoing, if any Lot owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Lot owner and such Lot owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Lot as a Special Assessment under Article V. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Lot owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated

hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIII GENERAL

13.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the Township of Hammond, St. Croix County, or any public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, storm water drains, ponds and other storm water management structures, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Property. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

13.02. Right of Entry. By acceptance of a Deed, each Lot owner shall have granted a right of entry and access to its Lot to the Declarant during the period of Declarant Control and to the Association to correct any condition originating in its Lot and threatening another Lot or the Common Areas, to install, alter, or repair mechanical or electrical services or other Common Areas in its Lot or elsewhere in the Property, and to maintain and repair Common Areas and other areas as described in Section 5.04. Such entry shall be made with prior notice to the Lot owners, and shall be scheduled for a time reasonably convenient to the Lot owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Lot owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Lot or Lots for cause in the discretion of the board of directors. By acceptance of a Deed, each Lot owner shall have granted a right of entry and access to its Lot to the Declarant for the additional purpose of accessing and making connections and extensions of all water and sewage pipes located on the Property.

13.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Lot regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 13.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

13.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

13.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Areas as may be required in connection with said construction and shall have easements for the installation

and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Property and Lots.

13.06. Resident Agent. The name and address of the initial registered agent for the Association shall be Rolling Hills of Hammond, LLC, Attn. Dave Peters, 400 South Second Street, Suite 135, Hudson, Wisconsin 54016. The registered agent may be changed by the Association in any manner permitted by law.

13.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

13.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 6th day of February, 2007.

ROLLING HILLS OF HAMMOND, LLC
David G. Peters
By: _____
Name: _____
Title: Member

STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me this 6th day of February, 2007 the above named David G. Peters, as Member of Rolling Hills of Hammond, LLC, a Wisconsin limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

Pamela A. Willman
Name: Pamela A. Willman
Notary Public, State of Wisconsin
My Commission: 1-2-11

Pamela A. Willman
Notary Public
State of Wisconsin

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by * _____ to the undersigned recorded in the office of the Register of Deeds of St. Croix County, Wisconsin on 3/24/06 as Document No. 821436 in Volume — of Records, Page —, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof. *Rolling Hills of Hammond, LLC A Minnesota Limited Liability Corp.

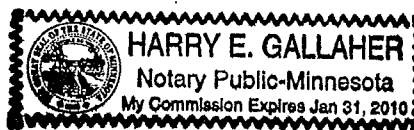
Dated this 9th day of February, 2007.

John M. Dussell as Trustee of
The John M. Dussell Trust dated Nov. 2, 1995
John M. Dussell
By: _____
Name: John M. Dussell
Its: Trustee

STATE OF MINNESOTA)
)ss.
COUNTY OF Reno)

Personally came before me this 9th day of February, 2007, by John M. Dussell, its trustee who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

[Signature]
Name: _____
Notary Public, State of Minnesota
My Commission: _____




This document drafted by
and should be returned to:

Lommen, Abdo, Cole, King & Stageberg, P.A.
Brent R. Johnson, Attorney
Grandview Professional Building, Suite 210
400 South Second Street
Hudson, WI 54016
715 381-7104

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by * to the undersigned recorded in the office of the Register of Deeds of St. Croix County, Wisconsin on **, as Document No. 836390 in Volume _____ of Records, Page _____, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

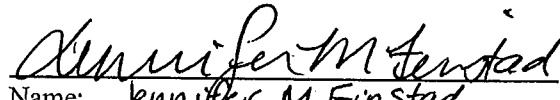
*Rolling Hills of Hammond, LLC A Minnesota Limited Liability Corporation.
 Dated this 08 day of February, 2007. **10/11/2006



By: THE RIVERBANK
 Name: DANIEL C. REEVES
 Its: BR. PRBS.

STATE OF WISCONSIN)
)ss.
 COUNTY OF ST. CROIX)

Personally came before me this 08 day of February, 2007, by DANIEL C. REEVES, its BR. PRBS who acknowledged the foregoing document for the purposes recited therein on behalf of the same.



Name: Jennifer M Finstad
 Notary Public, State of Wisconsin
 My Commission: 9-13-09

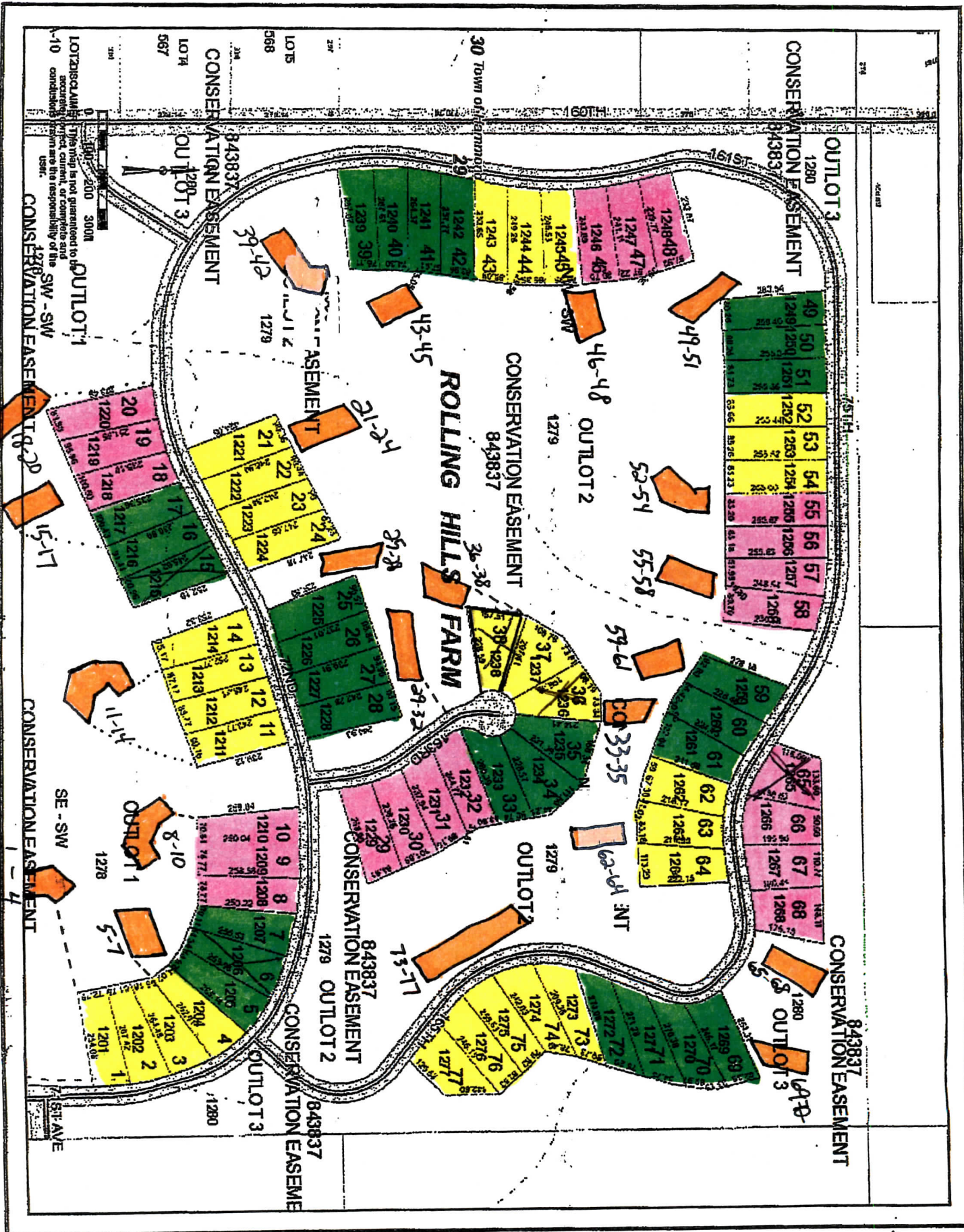
This document drafted by
and should be returned to:

Lommen, Abdo, Cole, King & Stageberg, P.A.
 Brent R. Johnson, Attorney
 Grandview Professional Building, Suite 210
 400 South Second Street
 Hudson, WI 54016
 715 381-7104

EXHIBIT "A"

Legal Description of Property

Plat of Rolling Hills Farm, recorded in the Office of the Register of Deeds of St. Croix County, Wisconsin, on February 5, 2007, in Volume 11 of Plats, page 19, Document No. 843836, located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the of the SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ all in Section 29, and part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin.



LOT 23 (SQUAM)
 This map is not guaranteed to accurately reflect current, or complete and correct information. The user assumes all responsibility of the user.

LOT 10
 This map is not guaranteed to accurately reflect current, or complete and correct information. The user assumes all responsibility of the user.

LOT 10
 This map is not guaranteed to accurately reflect current, or complete and correct information. The user assumes all responsibility of the user.

LOT 10
 This map is not guaranteed to accurately reflect current, or complete and correct information. The user assumes all responsibility of the user.

LOT 10
 This map is not guaranteed to accurately reflect current, or complete and correct information. The user assumes all responsibility of the user.

Contractor Guidelines for ATU Septic Homes

The septic system for this home will depend on the proper functioning of the Aerobic Treatment Unit (ATU), which is designed to treat and degrade solids prior to discharge into the shared septic system. As contractor/builder, please observe the following construction guidelines:

- As part of design and construction, arrange for water from sump pumps to go to an external discharge. Backwash from water softeners should also be discharged externally, as doing so will extend the life of the septic system. Note: Regulations prohibit furnace condensate from being discharged externally.
- Garbage disposals are not recommended.
- Avoid allowing any inert construction materials such as plastic, rubber, cigarette filters, bandages, rags, cloth and towels to enter the system. Likewise, prevent construction chemicals and toxins such as paint and paint thinners, solvents, etc., from entering the system.
- Contact Knudtson Plumbing and Contracting prior to siting house grade in order to confirm that adequate fall will exist to allow gravity flow between the house, the ATU and the shared septic line (which may be as shallow as 42 inches). Incorrect siting may require an additional pumping station and incur significantly higher costs.
- The ATU manufacturer does not recommend tank installation in frozen ground, and it will be done only at the contractor/builder's request and risk. Installation under these conditions will likely also incur added costs related to requirements such as snow removal, frost ripping, etc.
- **Freeze warning:** Water from furnace condensate lines or other sources, including sinks and toilets, entering the system during winter construction can cause the tank and components to freeze and fail, as there is no bacterial action at this stage to generate heat. Use a salt sump to treat this water prior to entering drain lines. Contact Knudtson Plumbing and Contracting for a description. Builders failing to observe this precaution may be liable for system repair and/or replacement due to freezing. Whenever possible, keep interior water lines turned off during winter until the time of occupancy.
- Tanks must be pumped prior to homeowner occupancy.

For questions regarding these construction guidelines, call:

Knudtson Plumbing and Contracting

651-470-1737

I have reviewed and understand the above guidelines:

Contractor

Date

Rolling Hills Lot #

843837

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

RECEIVED FOR RECORD

02/05/2007 11:00AM

EASEMENT
EXEMPT #

REC FEE: 45.00

TRANS FEE:

COPY FEE:

CC FEE:

PAGES: 18

Document Number

**CONSERVATION EASEMENT ROLLING
HILLS FARM CONSERVATION COMMUNITY**
Title of Document

Outlots 1,2,3 &4 of the Plat of
Rolling Hills Farm, St. Croix County,
Wisconsin.

Document # 843836

Vol. 11

Page 19

Recording Area

Name and Return Address
Rolling Hills of Hammond, LLC
c/o Edina Realty, Inc.
Attn. Mr. Dave Peters
400 South Second Street
Hudson, WI 54016

018--1065-20-000 018-1065-30-000
018-1065-40-050 018-1065-50-025

Of the underlying property
Parcel Identification Number (PIN)

**CONSERVATION EASEMENT
ROLLING HILLS FARM CONSERVATION COMMUNITY**

This is a CONSERVATION EASEMENT granted by Rolling Hills of Hammond LLC, a Minnesota limited liability company (the "Owner") to St. Croix County, a body corporate organized and existing under the laws of the State of Wisconsin, and the Town of Hammond, a body corporate organized and existing under the laws of the State of Wisconsin (collectively the "Easement Holder").

SECTION A. RECITALS:

- 1. OWNER. The Owner is the current owner of approximately 89.21 acres of real property which is a portion of a larger parcel known as Rolling Hills Farm Conservation

Community, a residential development located in St. Croix County, Wisconsin. The real property is more fully described below as the "Preserve".

2. **PRESERVE.** The Preserve is the open space area legally described as Outlots 1 (29.56 acres), 2 (42.71 acres), 3 (16.18 ac), 4 (0.76 acres) of Rolling Hills Farm Conservation Community and depicted on the "Property Map" in Exhibit A attached to this Easement and incorporated by this reference. Exhibit A is recorded in the office of the Register of Deeds for St. Croix County.

Portions of the Preserve are currently used for agricultural purposes. There are no existing improvements on the Preserve other than fences and agricultural tiles. The remainder of the Preserve is in a natural state.

3. **EASEMENT HOLDER.** St. Croix County and the Town of Hammond are governmental bodies empowered to hold an interest in real property under the laws of the State of Wisconsin.
4. **CONSERVATION VALUES.** The Preserve has the following natural, scenic and open space qualities of environmental significance:
 - a. The Preserve contains natural areas that include native plant communities such as wetlands, prairies, and woodlands.
 - b. The Preserve is in the headwaters of the Kinnickinnic River and influences the water quality and flow of that river.
 - c. Portions of the Preserve include sensitive soils and slopes.
 - d. Portions of the Preserve are conducive to being planted to native vegetation.
 - e. Portions of the Preserve provide scenic views and are viewed by the public.
 - f. The Preserve in its entirety, when restored and managed in accordance with the Ecological Program described below, will be an integrated system of natural areas and open space which regulates stormwater run-off, benefits wildlife, increases species diversity, and provides other environmental benefits.

Collectively, these natural, scenic and open space qualities of the Preserve comprise its "Conservation Values".

These Conservation Values have not been and are not likely to be adversely affected to any substantial extent by the continued use of the Preserve as described above or as authorized below or by the use, maintenance or construction of those structures and improvements that presently exist on the Preserve or that are authorized below.

5. **ECOLOGICAL RESTORATION AND MANAGEMENT PROGRAM** (“Ecological Program”). The Ecological Program is intended to protect, establish, and maintain the Conservation Values of the Preserve. It is a separate document titled “Rolling Hills Farm Conservation Community Ecological Restoration and Management Program”.
6. **GOVERNMENT POLICY.** Preservation of the Preserve will further those governmental goals established in the following:
 - a. The St. Croix County Code of Ordinances Land Use and Development, Chapter 13, Land Division, Enacted 1/1/06.
 - b. Wisconsin Statutes Chapter 700.40 which recognizes the importance of private conservation efforts by authorizing conservation easements for retaining or protecting natural, scenic or open space qualities of real property, assuring the availability of real property for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, preserving a burial site, as defined in Wisconsin Statutes Chapter 157.70 (1) (b), or preserving the historical, architectural, archaeological or cultural aspects of real property.

SECTION B. CONVEYANCE OF EASEMENT:

Pursuant to the laws of the State of Wisconsin and in particular Wisconsin Statutes Chapter 700.40, Section 2, and in consideration of the facts recited above and the mutual covenants contained herein and as an absolute and unconditional gift, the Owner hereby conveys and warrants to the Easement Holder and its successors and assigns a perpetual Conservation Easement (“Easement”) over the Preserve. This Easement consists of the following terms and restrictions:

1. **CONSERVATION PURPOSE.** The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Preserve identified above. Protection and preservation will be accomplished by confining the development, management and use of the Preserve to activities that are consistent with the preservation of these Conservation Values, by prohibiting activities that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

The terms of this Easement are specifically intended to provide a significant public benefit by:

- a. Protecting areas of native plant communities, such as wetlands, prairies, and woodlands.
- b. Protecting native species plantings which are beneficial to wildlife.

- c. Protecting the water quality of and limiting negative impact to the property wetlands and downstream water resources by restricting development and adverse land uses and providing areas for the infiltration and filtering of storm water runoff from developed areas of the Rolling Hills Farm Conservation Community.
 - d. Preserving the view of the public traveling on adjacent roads.
2. **LAND USE RESTRICTIONS.** Generally, any activity on or use of the Preserve that is inconsistent with the purposes of this Easement is prohibited, including any intrusion or future development that would interfere with its natural and open character, essential scenic quality, or visual enjoyment by the general public.

Without limiting the general prohibition above and, except as specifically permitted in Section C below, the following shall not be permitted:

- a. Industrial and Commercial Use. No industrial or commercial use of the Preserve is allowed.
- b. Residential Use. No residential use or development of the Preserve is allowed.
- c. Right of Way. No right of way shall be granted across the Preserve in conjunction with any industrial or commercial use or residential use or development of other land not protected by this Easement.
- d. Mining. No mining, drilling, exploring for or removing any minerals from the Preserve is allowed.
- e. Subdivision. The Preserve may not be divided, subdivided, or partitioned. The Preserve may be conveyed only in its entirety as a single parcel, regardless of whether it consists of or was acquired as separate parcels or is treated as separate parcels for property tax or other purposes. This provision does not, however, prohibit the division of the Preserve when a portion of the Preserve is being conveyed to a conservation organization as described in Section E of this Easement.
- f. Density. No portion of the Preserve may be used to satisfy land area requirements for properties outside of the Rolling Hills Farm Conservation Community, such as for purposes of calculating building density, transfer of dwelling unit density, lot coverage or open space under otherwise applicable laws, regulations or ordinances controlling land use. No development rights that have been conferred, encumbered or extinguished by this Easement may be transferred to any properties outside of the Rolling Hills Farm Conservation Community.
- g. Structures and Improvements. No temporary or permanent buildings, structures, roads or other improvements of any kind, including temporary improvements

such as hockey rinks and playing fields, may be placed or constructed on the Preserve except as specifically authorized in Section C or as set forth below:

- i. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended and replaced only to serve uses and activities specifically permitted by this Easement. This includes, without limitation, all systems and facilities necessary to provide power, fuel, water, waste disposal and communication.

Utility systems and facilities shall be installed or constructed with minimal grading and disturbance to vegetation. Following installation or construction, the surface shall in a timely fashion be restored to a condition consistent with the conservation purposes of this Easement. If utility work results in disturbance to the Preserve, the vegetation shall be restored according to the specifications provided in the Ecological Program.

- ii. Signs. No billboards or other signs may be placed or erected on the Preserve except for small (<8 square feet), unlighted signs for informational or interpretive purposes.
- iii. Roads and Trails. Existing roads within the Preserve may be maintained or improved but may not be widened or relocated without the prior written approval of the Easement Holder. No roads or rights of way may be established or constructed on the Preserve without the prior written approval of the Easement Holder. Paved paths which are in place at the time this Easement is granted may not be moved or added to. Additional unpaved paths or foot trails may be established on the Preserve for low impact recreational uses with prior written approval of the Easement Holder. Individual landowners in the Rolling Hills Farm Conservation Community will be allowed to enter the Preserve for uses listed under Section C (2.c) of this Easement and shall not be limited to designated trails as long as the use is not detrimental to land and water quality.
- iv. Fences. Existing fences may be maintained, improved, replaced or removed. Additional fences may be constructed and maintained, improved, replaced or removed to mark boundaries, to secure the Preserve, or as needed in carrying out activities permitted by this Easement. No fences may be located or constructed in a manner that interferes with established wildlife corridors.
- h. Surface Alteration. No alteration or change in the surface of the Preserve is allowed. This includes ditching, draining or filling, and excavation or removal of soil, sand, gravel, rock or other materials, except as incidental to activities or uses specifically permitted by this Easement.
- i. Vegetation Management. No removal, cutting, pruning, trimming or mowing of any trees or other vegetation, living or dead, and no introduction of non-native species is allowed except as follows:

- i. In conjunction with habitat management as specifically permitted in Section C below.
- ii. In conjunction with the maintenance of the stormwater management facilities.
- iii. As reasonably required to construct and maintain permitted structures, trails and other improvements and provided that vegetation shall be restored following any construction to a condition consistent with this Easement and the Ecological Program.
- iv. As reasonably required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury or property damage.
- v. To remove downed, dead and diseased timber that poses a threat to persons or property.

- j. Water. No alteration or manipulation of watercourses, wetlands or surface or subsurface bodies of water is allowed except to restore or enhance the function and quality of watercourses, wetlands or surface or subsurface bodies of water.

No activities on or uses of the Preserve that cause erosion or are detrimental to water quality or purity are allowed.

- k. Dumping. No trash, non-compostable garbage, hazardous or toxic substances, or unsightly material may be dumped or accumulated on the Preserve. This does not prohibit burning or composting of excess brush or other plant material resulting from activities permitted by this Easement.
- l. Vehicles. Limited use of motorized vehicles is allowed in conjunction with habitat restoration or enhancement as permitted in Section C. This paragraph is not intended to otherwise limit the use of motorized vehicles on roads or driveways that are permitted under this Easement.
- m. Storage. No vehicles, boats, trailers, recreational equipment, play equipment, lumber and other building materials, fuelwood, containers, personal effects, or any item not consistent with this Easement may be stored on the Preserve.

SECTION C. RESERVED RIGHTS:

- 1. **GENERAL CONDITIONS.** The Owner retains all rights associated with ownership and use of the Preserve that are not expressly restricted or prohibited by or would be inconsistent with this Easement. The Owner may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Preserve.

2. OWNER'S RIGHTS. The owner may use and allow others to use the Preserve as follows:

- a. Right to Convey and Encumber. The Owner may sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Preserve.
 - i. Any conveyance or encumbrance of the Preserve is subject to this Easement.
 - ii. The Owner will reference or insert the terms of this Easement in any deed or other document by which the Owner conveys or encumbers title to the Preserve. The Owner will notify the Easement Holder of any conveyance or encumbrance within 30 days of a closing, and thereafter within fifteen (15) days after closing, and will provide the Easement Holder with the name and address of the new owner and a copy of the deed or other document transferring title.

The enforceability or validity of this Easement will not be impaired or limited by any failure of the Owner to comply with this subparagraph.
 - iii. In the case where the Owner granting the Easement is a development corporation or limited liability company, the owner will grant the Preserve to a Property Owners Association (POA) at the time of the grant of the Easement. Title to the Preserve shall be conveyed by deed to the property owners, who shall each own an undivided percentage interest in the Preserve as provided in the Declaration. The POA shall be responsible for management of the Preserve and compliance with terms to the Easement on behalf of the property owners. The activities of the POA are governed by separate documents established by the Owner and St. Croix County. These documents are titled "Declaration of The Rolling Hills Farm Residential Property Owners Association" and "Bylaws of the Rolling Hills Farm Residential Property Owners Association."
- b. Forest Management: The Owner may remove timber and other wood products and otherwise manage the vegetation on the Preserve in accordance with a management plan approved by the Easement Holder in writing and consistent with the Conservation Purpose of this Easement and with the Ecological Program.
- c. Recreational and Educational Uses. Subject to Section B (2.c), the Preserve may be used for hiking, cross-country skiing, nature observation or study, conservation and environmental events, and similar low impact recreational and educational programs or activities. Rustic structures such as benches, tents, trail barriers and informational kiosks may be placed on the Preserve in conjunction with these activities. If fees are charged for the recreational and educational activities described above, they must not constitute a significant ongoing commercial use of the Preserve.

- d. Park. A park with picnic shelter and turf grass may be maintained in an area designated by the Easement Holder.
 - e. Habitat. The Preserve may be used to maintain, restore or enhance habitat for wildlife and native biological communities in accordance with the Ecological Program. The Owner may propose changes to the Ecological Program if the intent is to preserve or enhance the Conservation Values of the Preserve and if the proposed modifications are approved by the Easement Holder in writing.
 - f. Stormwater Management Facilities. Stormwater management facilities (“Stormwater Facilities”) constructed to manage surface water run-off are located in the Preserve. Those portions of the Preserve containing the Stormwater Facilities may be managed to maintain the function of the original stormwater management plan. The stormwater management plan is on file with St. Croix County and is titled “Stormwater Pollution Prevention Plan for Rolling Hills Farm”. Management of the Stormwater Facilities includes removal of sediment, repair of watercourses and water control structures, and replanting of native vegetation.
 - g. Septic Systems. The drainfields and lines for lot septic systems are located in the Preserve. The Owner may enter the Preserve for the purpose of maintaining septic systems as described in Section B (2.g.i).
3. **EASEMENT HOLDER’S RIGHTS AND REMEDIES**. In order to accomplish the purposes of this Easement, the Easement Holder has the following rights and remedies:
- a. Right to Enter. The Easement Holder has the right to enter the Preserve at reasonable times and in a reasonable manner for the following purposes:
 - i. To inspect the Preserve and to monitor compliance with the terms of this Easement.
 - ii. To obtain evidence for use in judicial or other enforcement actions.
 - iii. To require the Owner to survey and mark the boundaries of all or part of the Preserve if necessary to replace boundary monuments that have been removed or to determine whether there has been or may be a violation of this Easement. The cost of this survey will be at the Owner’s expense.
 - iv. To otherwise exercise its rights under this Easement.
 - b. Right of Enforcement. The Easement Holder has the right to prevent or remedy violations of this Easement through appropriate judicial action brought against the Owner or other responsible party in any court of competent jurisdiction, or through administrative action including, but not limited to, the levying of special assessments and special charges against Owners as permitted by law.

- i. Notice. The Easement Holder may not initiate administrative action until the Owner has been given notice of the violation, or threatened violation, of this Easement and a reasonable opportunity to take corrective action. This provision shall not apply if, in the sole discretion of the Easement Holder, immediate action is necessary to prevent or mitigate significant damage to the Preserve or if reasonable, good faith efforts to notify the Owner are unsuccessful.
- ii. Remedies. Remedies available to the Easement Holder in enforcing this Easement include the right (i) to request temporary or permanent injunctive relief for any violation or threatened violation of this Easement, (ii) to require restoration of the Preserve to its condition at the time this Easement was granted, or as otherwise necessitated by a violation of this Easement, (iii) to seek specific performance or declaratory relief; (iv) to recover damages including expenses related to the restoration of the Preserve resulting from a violation of this Easement or injury to any Conservation Values protected by this Easement; and (v) to levy special assessments and/or special charges in amounts equal to the lot Owner's proportionate share of costs required to repair, remediate, or restore the Preserve, and collect the assessments by any means permitted by law.

These remedies are cumulative and are available without requiring the Easement Holder to prove actual damage to the Conservation Values protected by this Easement. The Easement Holder and the Owner also recognize that restoration, regardless of cost, may be the only adequate remedy.

The Easement Holder is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

- iii. Costs of Enforcement. If the POA is unable or unwilling to fulfill the terms of the Easement or pay for damages and costs of enforcement, including attorneys' fees, each lot owner shall be individually liable for damages and costs, including attorneys' fees, in proportion to their ownership interests in the Preserve.
- iv. Discretionary Enforcement. Enforcement of the terms of this Easement is solely at the discretion of the Easement Holder. The Easement Holder does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of the Easement Holder in discovering a violation or initiating enforcement proceedings.
- v. Acts Beyond Owner's Control. The Easement Holder may not bring any action against the Owner for any change to the Preserve resulting from causes beyond the Owner's control, such as changes caused by fire, flood, storm,

natural deterioration or the unauthorized acts of persons other than the Owner or the Owner's agents, employees or contractors or resulting from reasonable actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes.

- vi. **Right to Report.** In addition to other remedies, the Easement Holder has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.
 - c. **Signs.** The Easement Holder has the right to place on the Preserve signs that identify the land as protected by this Easement. The number and location of any signs are subject to the Owner's approval.
 - d. **Limitation on Rights.** Nothing in this Easement gives the Easement Holder the right or ability to exercise physical control over day-to-day operations on the Preserve or to become involved in management decisions involving the use, handling or disposal of hazardous substances, or to otherwise become an operator of the Preserve within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act.
4. **PUBLIC ACCESS.** Nothing in this Easement gives the general public a right to enter upon or use the Preserve where no such right existed prior to the granting of this Easement. However, the public does have the right to view the Preserve from adjacent publicly accessible areas and from any trail dedicated to public use and maintained by the County under separate agreement.

SECTION D. DOCUMENTATION:

1. **General Conditions.** The Ecological Program governs all management activities in the Preserve. The Baseline Conditions Report and Annual Monitoring Report are to be prepared as described below with reference to the Ecological Program.
2. **Baseline Conditions Report.** The current uses of the Preserve, the state of any existing improvements, and the specific Conservation Values of the Preserve that are briefly described in this Easement are more fully described in a Baseline Conditions Report to be completed and provided to the Easement Holder at the time that the restoration phase of the Ecological Program is completed. The Owner and the Easement Holder will acknowledge that this Baseline Conditions Report accurately represents the condition of the Preserve at the time the Easement is granted to the Easement Holder, and may be used by the Holder in monitoring future uses of the Preserve, in documenting compliance with the terms of this Easement, and in any enforcement proceeding. This Baseline Conditions Report, however, is not intended to preclude the use of other information and evidence to establish the condition of the Preserve at the time this Easement was granted in the event of a future controversy.

3. Annual Monitoring Report. Following the granting of this Easement to the Easement Holder, the Owner will provide the Easement Holder with an Annual Monitoring Report describing restoration and management activities and possible violations taking place in the Preserve. These activities are documented in the Ecological Restoration and Management Program's Section 3.3 and Appendix C. These activities will be implemented under the direction of the Owner with the assistance of a qualified ecologist or equivalent professional having expertise in ecological restoration and management and by using experienced qualified contractors. The Annual Monitoring Report will be prepared by the ecologist or equivalent professional. Prior to writing the report, the ecologist will inspect the Preserve and will notify the Easement Holder of when the inspection will take place. Following receipt of the report, the Easement Holder will provide the Owner with a letter acknowledging receipt of the Annual Monitoring Report and notifying the Owner of any conditions that are or may result in a potential violation of the Easement. If the Easement is modified as allowed in Section E (2) to assign monitoring and enforcement rights to a third party, the owner shall provide the Annual Monitoring Report to both the Easement Holder and the third party.

SECTION E. GENERAL PROVISIONS:

1. Assignment by Easement Holder to New Easement Holder. This Easement may be assigned or transferred by the Easement Holder only to a conservation organization which is a qualified organization under Section 170(h) of the Internal Revenue Code or as otherwise permitted by Wisconsin law. Any future holder of this Easement shall have all of the rights conveyed to the Easement Holder by this Easement. As a condition of any assignment or transfer, the Easement Holder shall require any future holder of this Easement to continue to carry out the purposes of this Easement in perpetuity. The Easement Holder will notify the Owner of any assignment within fifteen (15) days of the assignment and will provide the Owner with the name and address of the new holder.

The Owner, its successors and assigns may transfer or assign ownership of the Preserve at any time, without consent by the Easement Holder.

2. Amendment. Under appropriate circumstances, this Easement may be modified or amended. The modifications or amendment may include assignment of monitoring and enforcement rights to a third party. However, no amendment or modification will be allowed if, in the sole and exclusive judgment of the Easement Holder, it (i) does not further the purposes of this Easement, (ii) will adversely impact the Conservation Values protected by this Easement, (iii) affects the perpetual duration of the Easement, or (iv) affects the validity of the Easement under Wisconsin law or the status of the Easement Holder under Sections 501(c) (3) and 170(h) of the Internal Revenue Code. Any amendment or modification must be in writing and recorded in the same manner as this Easement.
3. Extinguishment. This Easement may be extinguished only through judicial proceedings and only (i) if unexpected change in the conditions of or surrounding the Preserve makes

the continued use of the Preserve under this Easement impossible or impractical or (ii) pursuant to the proper exercise of the power of eminent domain.

The Owner acknowledges that uses of the Preserve prohibited by this Easement are or may in the future become more economically viable than those uses permitted by the Easement. The Owner also acknowledges that neighboring properties may in the future be put to uses not permitted on the Preserve by this Easement. The Owner and the Easement Holder agree that such changes will increase the public benefit provided by this Easement. Therefore, such changes are not considered unexpected and shall not justify the extinguishment of this Easement as set forth above.

4. Proceeds. If this Easement is extinguished or terminated in whole or in part through judicial proceedings, the Easement Holder is entitled to a portion of any proceeds of a sale, exchange or involuntary conversion in an amount that is equal to either (i) the fair market value at extinguishment or (ii) the sale price of the entire property at the time of the granting of this Easement. The Easement Holder shall use proceeds from such an action for purposes consistent with its function as an Easement Holder under Section 170(h) of the Internal Revenue Code.
5. Warranties. The Owner represents and warrants as follows:
 - a. The Owner is the sole owner of the Preserve in fee simple and has the right and ability to grant this Easement to the Easement Holder.
 - b. The Preserve is free and clear of all encumbrances other than those subordinate to this Easement.
 - c. The Owner has no actual knowledge of any use or release of hazardous waste or toxic substances on the Preserve that is in violation of a federal, state or local environmental law and will defend, indemnify and hold the Easement Holder harmless against any claims of contamination from such substances.
6. Real Estate Taxes. The Owner shall pay all real estate taxes and assessments levied against the Preserve, including any levied against the interest of the Easement Holder created by this Easement. The Easement Holder may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement from the Owner.
7. Ownership Costs and Liabilities. The Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Preserve. The Owner agrees to defend, indemnify and hold the Easement Holder harmless from any and all costs or liability for any personal injury or property damage occurring on or related to the Preserve or of this Easement. The Owner will name the Easement Holder as an additional insured on any general liability insurance policy carried by the Owner with respect to the Preserve. The Owner agrees to establish a funding source for annual maintenance and operation of the Preserve. The funding

mechanism shall be prescribed in the Ecological Restoration and Management Program for the Rolling Hills Conservation Community.

8. Notice and Approval. Any notice or request for approval required by this Easement must be written and is subject to the following:

a. Delivery. Any required notice or request for approval must be delivered personally or sent by first class mail or other nationally recognized delivery service to the appropriate party at the following addresses (or other address specified in writing):

To the Owner:
Rolling Hills of Hammond LLC
Attn: Steven Bryant
1551 Payne Avenue
St. Paul, MN 55101

To the Easement Holder:
St. Croix County
Government Center
1101 Carmichael Road
Hudson, WI 54016

b. Timing. Unless otherwise specified in this Easement, any required notice or request for approval must be delivered at least 30 days prior to the date proposed for taking action.

c. Content. The notice or request for approval must include sufficient information to allow the Easement Holder to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this Easement. At a minimum this would include (i) the location, nature and scope of the proposed activity, (ii) the proposed use, design and location of any building, structure or improvement and (iii) the potential impact on the Conservation Values of the Preserve.

d. Approval. The Easement Holder may withhold its approval if it determines that the proposal is inconsistent with the terms or purposes of this Easement or lacks sufficient information to allow the Easement Holder to reach an informed decision. The Easement Holder may condition its approval on the Owner's acceptance of modifications, which would, in the Easement Holder's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns.

9. Binding Effect. This Easement shall run with and burden the Preserve in perpetuity. The terms of this Easement are binding and enforceable against the current Owner of the Preserve, all successors in title to the Preserve and all other parties entitled to possess or use the Preserve.

This Easement creates a property right immediately vested in the Easement Holder and its successors and assigns that cannot be terminated or extinguished except as set out herein.

10. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon the transfer or termination of that party's interest in this

Easement or the Preserve, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.

11. Recording. The Easement Holder will record this Easement in a timely manner in the St. Croix County Register of Deeds office. The Easement Holder may re-record this Easement or any other documents necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement.
12. Controlling Law and Construction. This Easement shall be governed by the laws of the State of Wisconsin and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its conservation purposes and to the policies and purposes of Wisconsin Statutes Sec. 700.40.
13. Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.
14. Additional Documents. The Owner agrees to execute or provide any additional documents reasonably needed by the Easement Holder to carry out in perpetuity the provisions and the intent of this Easement, including, but not limited to any documents needed to correct any legal description or title matter or to comply with any federal, state, or local law, rule or regulation.
15. Entire Agreement. This document sets forth the entire agreement of the parties with respect this Easement and supercedes all prior discussions or understandings.

IN WITNESS WHEREOF, the Owner has voluntarily executed this Conservation Easement on the 1st day of February, 2007.

OWNER:

Rolling Hills of Hammond LLC

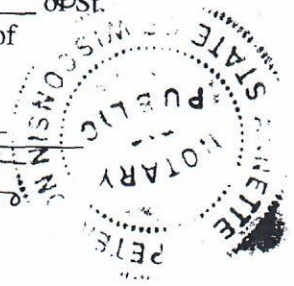
By: Wanda H. Petre

Its: Member

STATE OF WISCONSIN)
) ss
COUNTY OF St. Croix)

The foregoing instrument was acknowledged before me this 2nd day of February, 2007, by DAVID G. PETERS as MEMBER of St. Croix County under the laws of the State of Wisconsin, on behalf of said Rolling Hills of Hammond LLC.

Annette Peters
Notary Public Annette Peters
My Commission Expires: 1/31/10



ACCEPTANCE

St. Croix County hereby accepts the foregoing Conservation Easement this 2nd day of February, 2007.

ST. CROIX COUNTY

By: David Fodorczy

Title: Planning & Zoning Director

STATE OF WISCONSIN)
COUNTY OF St. Croix) ss

The foregoing instrument was acknowledged before me this 2 day of Feb, 2007, by David Fodorczy, the Planning & zoning Dir. of St. Croix County under the laws of the State of Wisconsin, on behalf of said Rolling Hills of Hammond LLC.

Renée M Carufel
Notary Public
My Commission Expires: 11-4-07

RENÉE M. CARUFEL
NOTARY PUBLIC
STATE OF WISCONSIN

The Town of Hammond hereby accepts the foregoing Conservation Easement and third party enforcement rights as provided in Sec. 700.40(2)(b), Stats, this 2nd day of February, 2007.

TOWN OF HAMMOND

By: Kenneth Peterson

Title: Chairman

STATE OF WISCONSIN)
) ss
COUNTY OF St. Croix)

The foregoing instrument was acknowledged before me this 2nd day of February, 2007, by Kenneth Peterson, the Chairman of St. Croix County under the laws of the State of Wisconsin, on behalf of said Rolling Hills of Hammond LLC.

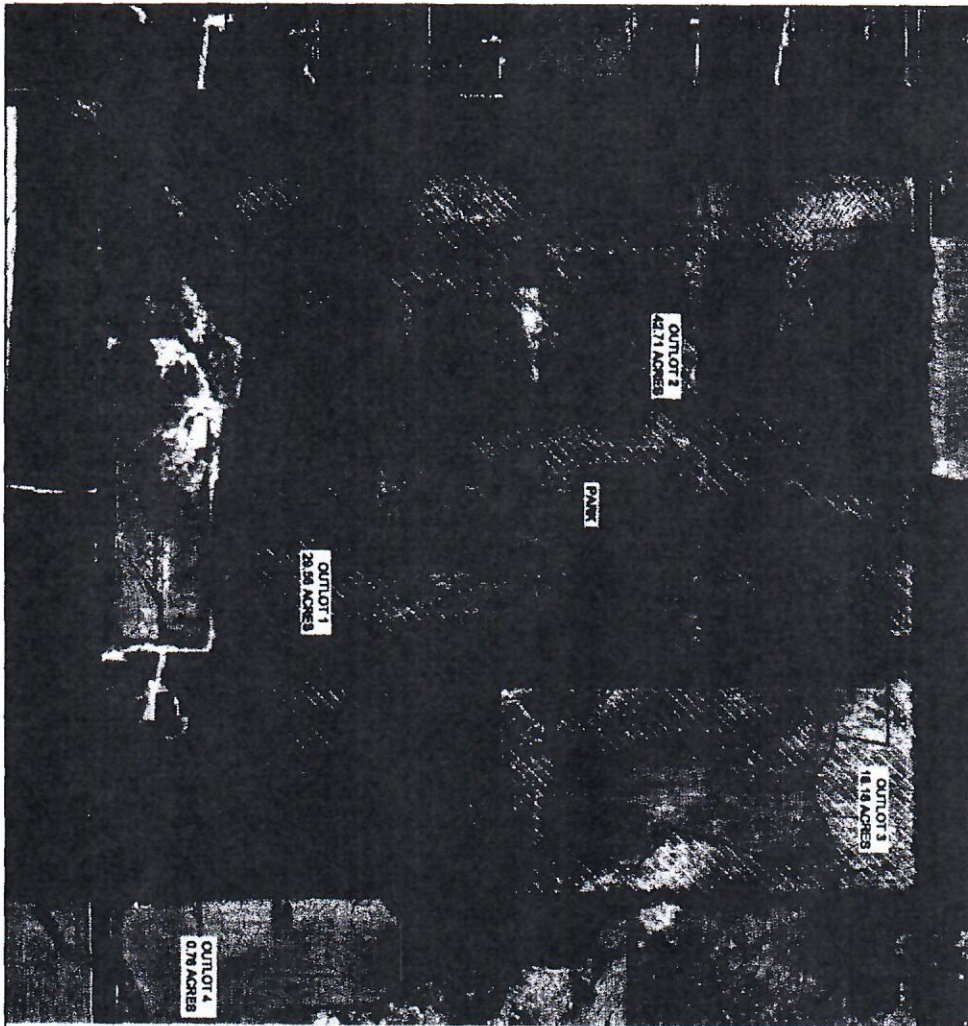
Annette E. Peterson
Notary Public Annette E. Peterson
My Commission Expires: 11/3/11



This document drafted by:
Applied Ecological Services, Inc.
21938 Mushtown Road
Prior Lake, MN 55372

EXHIBIT A

Property Map



Sheet Number
1 of 1

Rolling Hills Farm
Hammond, Wisconsin
Rolling Hills of Hammond LLC
400 South 2nd Street
Hudson, Wisconsin 54018

Exhibit A.
Conservation Easement Area
(Preserve)

	Description	Area	Remarks

Drawn By: L.e.g. AES Project No. 05-0294
 Checked: File Name: 050516S.dwg
 Approved: Date: 05-21-2008

Legend

Property Boundary

Conservation Easement Area (Preserve)

1093664

BETH PABST

REGISTER OF DEEDS

ST. CROIX CO., WI

RECEIVED FOR RECORD

12/05/2019 03:21 PM

EXEMPT #

REC FEE 30.00

PAGES: 24

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

Document No.

**SECOND AMENDED DECLARATION OF
THE ROLLING HILLS FARM PROPERTY
OWNERS ASSOCIATION**

Return to:

**Brent R. Johnson
Lommen Abdo, P.A.**

Grandview Professional Building Suite 210
400 South Second Street
Hudson, WI 54016
715 381-7104
brent@lommen.com

*(See below)

Parcel Numbers

Lots 1-77 and Outlots 1-4 Plat of Rolling Hills Farm, recorded in the Office of the Register of Deeds of St. Croix County, Wisconsin, on February 5, 2007, in Volume 11 of Plats, page 19, Document No. 843836, located in the NW¼ of the SW¼, the NE¼ of the of the SW¼, part of the SW¼ of the SW¼, and part of the SE¼ of SW¼ all in Section 29, and part of the NE¼ of NW¼ of Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin.

* Parcel Numbers: 018-2019-38-000; 018-2019-78-000; 018-2019-46-000; 018-2019-65-000; 018-2019-31-000; 018-2019-36-000; 018-2019-15-000; 018-2019-53-000; 018-2019-06-000; 018-2019-73-000; 018-2018-02-999; 018-2019-08-000; 018-2019-46-000; 018-2019-25-000; 018-2019-36-000; 018-2019-75-000; 018-2019-13-000; 018-2019-40-000; 018-2019-62-000; 018-2019-58-000; 018-2019-18-000; 018-2019-70-000; 018-2019-20-000; 018-2019-04-000; 018-2019-49-000; 018-2019-26-000; 018-2019-41-000; 018-2019-45-000; 018-2019-09-000; 018-2019-35-000; 018-2019-61-000; 018-2019-12-000; 018-2019-79-000; 018-2019-57-000; 018-2019-32-000; 018-2019-66-000; 018-2019-52-000; 018-2019-17-000; 018-2019-71-000; 018-2019-48-000; 018-2019-05-000; 018-2019-42-000; 018-2019-39-000; 018-2019-10-000; 018-2019-55-000; 018-2019-60-000; 018-2019-67-000; 018-2019-80-000; 018-2019-02-000; 018-2019-33-000; 018-2019-27-000; 018-2019-51-000; 018-2019-44-000; 018-2019-72-000; 018-2019-56-000; 018-2019-22-000; 018-2019-64-000; 018-2019-77-000; 018-2019-01-000; 018-2019-30-000; 018-2019-28-000; 018-2019-54-000; 018-2019-47-000; 018-2019-68-000; 018-2019-34-000; 018-2019-07-000; 018-2019-16-000; 018-2019-24-000; 018-2019-63-000; 018-2019-74-000; 018-2019-81-000; 018-2019-37-000; 018-2019-19-000; 018-2019-14-000; 018-2019-50-000; 018-2019-59-000; 018-2019-43-000; 018-2019-69-000; 018-2019-11-000; 018-2019-03-000; 018-2019-21-000; 018-2019-29-000.

**SECOND AMENDED DECLARATION OF THE ROLLING HILLS FARM
RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

THIS SECOND AMENDED DECLARATION OF THE ROLLING HILLS FARM RESIDENTIAL PROPERTY OWNERS ASSOCIATION (hereinafter "Declaration") is made effective as of the 31 day of October, 2019, by **VoranDeSoto LLC**, a Minnesota limited liability company (the "Declarant").

This Declaration supersedes and replaces in their entirety the Declaration of the Rolling Hills Farm Residential Property Owner's Association recorded February 12, 2007, as Document No. 844269; and the First Amended Declaration recorded November 22, 2010, as Document No. 927338.

**ARTICLE I
DECLARATION**

Declarant hereby certifies that it owns at least two-thirds (2/3) of the total voting interests held by all lot owners of the above-described property and is authorized to execute this amendment as provided in Article XI hereof. The land subject to this Declaration is known as the Rolling Hills Farm Conservation Community (as defined in Section 2.02) and includes all easements, rights, and appurtenances pertaining thereto (collectively the "Property"). The Declarant further declares that the Property and all of the Lots (as defined in Section 2.03) shall be subject to this Declaration and that the Association described in Section 2.01 shall be and hereby remains in full force and effect.

**ARTICLE II
NAME; DESCRIPTION OF PROPERTY**

2.01. Name. The name of the residential property owners association is the "Rolling Hills Farm Residential Property Owners Association" (the "Association"). The Association may be a non-incorporated association of property owners until such a time as the Association may, by affirmative majority vote, incorporate as a Wisconsin non-stock corporation.

2.02. Legal Description. The land comprising the Property (the "Land") is located in the Township of Hammond, St. Croix County, Wisconsin, and is legally described on the cover sheet of this instrument and on Exhibit A attached hereto and made a part hereof.

2.03. Lots. The Property shall include individually numbered Lots (the "Lot" or "Lots") as set forth and identified on the Final Plat of Rolling Hills Farm.

2.04. Address. The principal mailing address of the Association shall be Tyme Properties, LLC, 3435 Labore Road, Suite 150, Vadnais Heights, Minnesota 55110. The Board of Directors may change the principal mailing address of the Association from time to time.

**ARTICLE III
COMMON AREAS**

3.01. Common Areas. The common areas (the "Common Areas") include the following:

- (a) All Common Areas labeled or otherwise identified as such on the Final Plat of the

Rolling Hills Farm subdivision (the "Final Plat") or otherwise designated as such by the Association;

(b) All Land, open spaces, parks, and improvements that are not part of a Lot, including the "Preserve" as defined and described in the Conservation Easement recorded against the Land;

(c) Paved sidewalks, private streets, pedestrian trails, hiking trails, and walkways, if any, that are not part of a Lot; and

(d) Mailbox islands designated as Common Areas by the Association

3.02. Conflict Between Boundaries.

(a) If any portion of the Common Area shall encroach upon any Lot, or if any Lot shall encroach upon any other Lot or upon any Common Area as a result of duly authorized construction, reconstruction, or repair of a Lot or Common Area or any building or improvement located thereon, then a valid easement for the encroachment and for its maintenance and repair shall exist so long as such building or improvement stands; provided, however, that if any such encroachment or easement materially impairs any Lot owner's enjoyment of the Lot owned by such Lot owner or of the Common Areas in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Lot owner or to the Association within ninety (90) days of the discovery of the encroachment.

(b) Following any change in the location of the boundaries of Lots under this Section 3.02, the square footages of all affected Lots or Common Areas shall continue to be determined by the square footages, if any, shown on the Final Plat for all purposes under this Declaration.

ARTICLE IV PERCENTAGE INTERESTS; VOTING

4.01. Percentage Interests. The undivided percentage interest in the Common Areas, appurtenant to each Lot, shall be a percentage equal to one (1) divided by the total number of Lots, unless otherwise specified herein. Initially, each Lot's percentage shall be 1.3%, which represents a 1/77th interest.

4.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Lot shall be deemed to include the Lot owner's undivided percentage interest in the Common Areas and in any insurance proceeds or condemnation awards, even though such interest is not expressly described or referred to therein. By accepting a deed to a Lot, the Lot owner agrees to be bound by this Declaration and the bylaws and rules adopted by the Association.

4.03. Voting. The vote of each Lot owner at meetings of the Association (as defined in Article V) shall be equal to the percentage of interest in the Common Areas pertaining to such Lot.

4.04. Multiple Owners. If there are multiple owners of any Lot, their votes shall be counted in the manner provided in the bylaws; otherwise, there shall be no more than one vote per Lot.

4.05. Limitations on Voting Rights. No Lot owner shall be entitled to vote on any matter submitted to a vote of the Lot owners until the Lot owner's name and current mailing address, and the name and address

of the Mortgagee of the Lot, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Lot owner from voting on any matter submitted to a vote of the Lot owners if the Association has recorded a statement of lien against the Lot and the amount necessary to release the lien has not been paid at the time of the voting. The Association may record any such lien in the same manner as a condominium lien under Chapter 703, Wis. Stats.

ARTICLE V RESIDENTIAL PROPERTY OWNERS ASSOCIATION

5.01. General. All Lot owners shall be entitled and required to be a member of the Association, which shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Areas and the Preserve, subject to easements, including without limitation the Conservation Easement recorded against the Land. Such management may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose, or the hiring of a manager or management company. Initially, the Association shall not be incorporated. However, if approved by a majority consent of Lot owners, the Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation (the "Articles"), if any, and bylaws (the "Bylaws"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law") if applicable. The Association's activities in the Preserve shall be governed by the Conservation Easement and the Rolling Hills Farm Conservation Community Ecological Restoration and Management Program (the "Ecological Program"). All Lot owners, tenants of Lot owners, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of and all rules and regulations adopted by the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, if any, the Bylaws, and the Conservation Easement over the Preserve. The Association shall have the exclusive right to promulgate reasonable Rules and Regulations from time to time for the benefit of the Property, the Lots and Lot owners, and for the purpose of enhancing property values by maintaining and improving the Common Areas and the development as a whole. If such rules are duly promulgated after vote of the Lot owners, the Association shall distribute to each Lot owner the updated version of such Rules and Regulations upon any amendment or modification thereof. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Lot owners unless otherwise stated in such amendment or modification.

5.02. Intentionally deleted.

5.03. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. The Declarant and two other persons appointed by Declarant shall comprise the entire Board of Directors prior to the conveyance of twenty Lots, unless Declarant shall elect in its sole discretion to appoint one or more additional Directors sooner, provided that all such Directors are Lot owners. Declarant shall have the exclusive right and power to appoint and remove any or all such Directors appointed prior to the conveyance of twenty Lots. Declarant and two other persons appointed by Declarant shall serve as Directors until the Declarant sells its fortieth Lot. After the Declarant sells its fortieth Lot, Declarant shall continue to serve as director, and the Association shall hold a meeting and the Lot owners other than the Declarant shall elect the two additional Directors. After the Declarant sells its sixtieth Lot, the Association shall hold a meeting and the Lot owners other than the Declarant shall elect an additional director or Directors so that there are a total of five Directors. Declarant may elect, at its sole option, to remain a director until the Declarant sells its last remaining lot.

5.04. Maintenance and Repairs.

(a) **Common Areas.** The Association shall be responsible for the management and control of the Common Areas, including the Preserve, and shall maintain the same in good, clean, and attractive order and repair. All management, maintenance and repairs associated with the Preserve shall be in accordance with the Ecological Program implemented for the Preserve. In addition, the Association shall be responsible for providing, maintaining, and snow plowing all sidewalks, designated parking areas; and the maintenance, repair, and replacement of all outdoor amenities located upon the Common Areas, including lawns, landscaping, sidewalks, parks, pavilions, bicycle paths, foot paths, trails, driveways, and parking areas, if any.

(b) **Lots.** Each Lot owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Lot owner's Lot (including all utility systems, water and sewer systems, and electrical, heating, and air conditioning systems serving such Lot, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 7.01. Each Lot owner shall at all times keep the Lot in good condition and repair. If any Lot or portion of a Lot for which a Lot owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Areas, the Association, upon fifteen (15) days' prior written notice to the Lot owners of such Lot, shall have the right to correct such condition or to restore the Lot to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Lot for the purpose of doing so, and the Lot owners of such Lot shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Lot as a Special Assessment under Section 5.07.

(c) **Damage Caused by Lot Owners.** To the extent (i) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Areas or a Lot is required as a result of the negligent, reckless, or intentional act or omission of any Lot owner, tenant, or occupant of a Lot owner or Lot, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Area is required as a result of an alteration to a Lot by any Lot owner, tenant, or occupant of a Lot, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Areas following any alteration of a Common Area required by this Declaration, or the removal of any such alteration, the Lot owner that committed the act or omission or that caused the alteration, or the Lot owners of the Lot occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration. If damage occurs in the Preserve, repair or restoration shall be carried out in accordance with terms and procedures set forth in the Conservation Easement and Ecological Program.

(d) **Well Systems.** Each Lot owner shall be exclusively responsible for all maintenance and repairs associated with the well system and related components ("well system") serving the Lot owner's Lot. Lot owners who share a well system shall share equally in the maintenance and repairs to the shared portions of the well system, such as the well casing, subject to Section 5.04(c). However, each Lot owner is solely responsible for all portions of the well system serving only that Lot owner's Lot. Notwithstanding the above provisions, the Association shall have full authority to enter a Lot and

make repairs to any portion of the well system if, in the sole discretion of the Board of Directors, such repairs are necessary or reasonably prudent to prevent or minimize damage or potential damage to the well system, another Lot, or Common Areas, in which event the Lot owner or owners shall reimburse the Association for all costs and expenses associated therewith, subject to the notice provisions of Section 5.04(b) and subject to the lien procedures set forth in Section 5.06.

(e) Sanitary Systems. “Sanitary System” shall mean the sewage treatment systems servicing the Property and shall include, without limitation, the drain fields, drain field dosing tanks, recirculation tanks, filter tanks, septic tanks, air blowers, control panels, manholes, metering manholes, and all related systems and improvements. Each Lot owner shall be exclusively responsible for all maintenance and repairs associated with the Sanitary System and related components that serve the Lot owner’s Lot and specifically including the service lines, piping, equipment and fixtures (including grinder pumps) located on the Lot and designed to provide service exclusively to that Lot. Lot owners who share a sanitary system shall share equally in the maintenance and repairs to the shared portions of the sanitary system, subject to Section 5.04(c). Notwithstanding the above provisions, the Association shall have a perpetual easement over and across all Lots and full authority to enter a Lot and make repairs to the Sanitary System if, in the sole discretion of the Board of Directors, such repairs are necessary or reasonably prudent to prevent or minimize damage or potential damage to the Sanitary System, another Lot, or Common Areas, in which event the Lot owner or owners shall reimburse the Association for all costs and expenses associated therewith, subject to the notice and lien provisions of Section 5.04(b). All Lot owners must comply with reasonable requests by St. Croix County related to maintenance, upkeep, repairs, and inspections of septic systems. All Lot owners shall comply with the Sanitary System Management Plan imposed by local and state agencies. With respect to all Lots served by a “Private Onsite Wastewater Treatment Systems Program” (“POWTS”), the following shall apply: (i) the Owner of a Lot served by a POWTS shall be responsible for ensuring that the operation and maintenance of the POWTS occurs in accordance with Wisconsin Administrative Code, Commerce Chapter 83, and the approved management plan under Sec. Comm. 83.54(1); (ii) a POWTS that is not maintained in accordance with the approved management plan or as required under Sec. Comm. 83.54(4) will be considered by the Wisconsin Department of Commerce to be a human health hazard; and (iii) the Owner of a Lot served by a POWTS shall be responsible for submitting a maintenance verification report acceptable to St. Croix County for maintenance tracking purposes, at intervals deemed by the county to be appropriate for the components utilized in the POWTS. The operation and continuous maintenance of the Sanitary System is the responsibility of each Lot owner and shall be carried out in a manner described by the “Sanitary System Management Owner Guidelines and Procedures” attached as Appendix F to the Ecological Program. The Association shall be responsible for operation, maintenance and repair of the portions of the Sanitary System that do not exclusively serve an individual Lot, and portions of the Sanitary System that are designated as Common Elements.

(f) Trails. The Association shall maintain the trails within the Property, keep them in good condition and repair, and ensure that continued access is provided to Lot owners.

5.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management, repair, and maintenance of the Common Areas and other areas described herein as being owned by or under the ordinary care and responsibility of the Association shall be deemed to be common expenses (the “Common Expenses”) including, without limitation, expenses incurred for the following: implementation of the Ecological Program for the Preserve; landscaping and lawn care of Common Areas; snow shoveling and plowing of Common Areas; improvements to the Common Areas; common grounds security lighting;

municipal utility services, trash collection and other services provided to the Common Areas; water courses and stormwater ponds; wetlands; and maintenance and management salaries and wages associated therewith.

(a) **Reserved.**

(b) **Stormwater Management Facilities and Erosion Control Systems.** The Association shall be responsible for ongoing maintenance and repair of all stormwater management facilities and erosion control structures and devices located in the Common Areas and the expenses associated with such maintenance and repair shall be a Common Expense. The Association or its designated agents shall have the power and responsibility to determine what measures are appropriate to adequately and responsibly maintain the said devices and to assess, levy against, and collect from each Lot a proportionate share of the cost of said maintenance and repairs as and when necessary. Ongoing maintenance and repair activities are prescribed in Section 4.1 of the Ecological Program and titled “Stormwater Facilities Maintenance Plan and Owners Responsibilities” (“Stormwater Plan”).

5.06. General Assessments. The Association shall levy annual general assessments (the “General Assessments”) against the Lot owners for the purpose of maintaining a fund from which Common Expenses shall be paid. The General Assessments against the Lot owners shall be assessed in proportion to their percentage interests in the Common Areas, except that until occupancy permits have been issued for all Lots, the General Assessments for insurance premiums, as explained in Article VII herein, shall be levied evenly against all Lots for which occupancy permits have been issued. General Assessments shall be due in advance upon request by the Association on an annual basis, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Lot on which it is assessed if a statement of lien is filed within two (2) years after the assessment becomes due, in the same manner as provided in 703.15(2)(c) of the Wisconsin Statutes, and for such purpose a Lot shall be treated as if it were a condominium unit. No General Assessments shall be assessed against any Lot owned by Declarant. However, the General Assessments payable by any Lot owner other than Declarant shall not exceed the amount that Lot owner would be charged if Declarant’s Lots were subject to full General Assessments, based on the annual operating budget then in effect. Thus, the Association shall ensure that no individual Lot owner is required to pay more than the individual Lot owner’s proportionate share of General Assessments. Declarant shall pay the deficit if the total General Assessments payable by Lot owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a reserve account, (a) no reserve fund assessments shall be levied against any Lot until a certificate of occupancy has been issued for that Lot, and (b) payment of any reserve fund assessments against any Lot owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Lot, or (ii) five years from the date exterior construction of the Building in which the Lot is located has been completed.

5.07. Special Assessments. The Association may, when necessary as result of an emergency or unexpected event, levy special assessments (the “Special Assessments”) against the Lot owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 8 and Section 11; for defraying the cost of improvements to the Common Areas; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 5.04 and Article XII, or for any other purpose for which the Association may determine a Special Assessment is necessary for the improvement or benefit of the Property, following a proper vote of Lot owners as set forth in the Bylaws. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and,

together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Lot on which it is assessed if a statement of is filed within two (2) years after the Special Assessment becomes due as provided in the Section 5.06.

5.08. Common Surpluses. If surpluses of the Association (the “Common Surpluses”) should be accumulated, other than surpluses in any construction fund as described in Section 8.06 and Section 9.06, such Common Surpluses may be credited against the Lot owners’ General Assessments in proportion to their respective percentage interests in the Common Areas, and in proportion to amounts actually paid by individual Lot owners, or such surplus may be used for any other purpose as the Association may determine.

5.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Lot (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

**ARTICLE VI
CONSTRUCTION, CARE AND USE RESTRICTIONS**

6.01. Lot Improvements, Alterations and Construction.

(a) No Lot upon the Property may be further subdivided. A Lot owner may make improvements and alterations upon the Lot owner’s Lot; provided, however, that such improvements or alterations shall not impair or interfere with any easement, including without limitation the Conservation Easement recorded against the Property, and any such improvement or alteration must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Lots and the Common Areas, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) All plans for improvements or construction of any type shall be approved in writing before constructions commences, by the architectural review committee (“ARC”) appointed by the Board of Directors, which shall consist of three Lot owners. If a committee is not appointed the Board of Directors shall serve as the ARC. In granting or denying approval, the ARC may consider any and all factors that it deems relevant.

(c) If a Lot owner acquires all of one or more adjoining Lots or other Lots identified in the Final Plat, the Lot Owner’s percentage interest in the Common Areas and for all other purposes provided herein shall be equal to the number of Lots so combined divided by the total number of Lots, and as otherwise provided in Section 5.01 above.

(d) The construction of a home or accessory building upon a Lot shall be completely finished on the exterior within twelve (12) months after the date of commencement of construction.

(e) Landscaping, other than seeding or sodding areas disturbed by construction, shall not be required. Seeding and sodding must be completed within twelve (12) months after completion of construction, unless the Declarant or the Association require earlier completion for purposes of erosion control. Once construction has commenced, Lot owners and their agents and contractors shall be responsible for maintaining erosion control as required by the Township and the St. Croix County.

(f) Certain plants, due to their potential to invade and harm the Preserve, shall not be planted or permitted to remain on any Lot. Plants that are specifically prohibited are identified on Appendix D of the Ecological Program. Preferred plants are identified on Appendix E of the Ecological Program.

(g) Telephone, cables, electrical and gas services to a Lot shall be buried underground.

(h) All driveways shall be constructed in accordance with the specifications of Hammond Township.

6.02. Storm Water and Erosion Control.

(a) Each Lot owner shall be responsible for proper care of the Lot and proper conservation practices, which shall include water run-off and erosion control as reasonably established by the St. Croix County Land and Water Conservation Department. Each Lot owner shall be responsible for ensuring that the drainage of surface water is not altered so as to adversely affect the Common Areas including the Preserve, the Property, or other Lots. Each Lot owner shall be responsible for keeping silt on their own property and ensuring that the drainage of surface water is not changed so as to adversely affect the Property or other Lots. During the period of construction on a Lot, all erosion control procedures necessary to meet the performance standards of Department of Commerce publication *Comm. 21.125 3a* shall be properly implemented, installed and maintained by the Lot owner and his or her agents, and by the building permit applicant. If erosion occurs after construction activities have ceased, adequate erosion control measures shall be implement immediately by the Lot owner.

(b) A professionally engineered storm water management plan titled "Stormwater Pollution Prevention Plan for Rolling Hills Farm" and attached as Appendix G of the Ecological Program was created and implemented for the Rolling Hills Farm subdivision. There are ponding easements, wetland areas, and drainage easements in various locations on the Property and throughout the Common Areas and at side lot lines of the Lots, some of which are depicted on the Plat. No Lot owner shall fill, alter or interfere with any wetland areas, drainage easements, erosion control devices, or ponding areas wherever located.

6.03. Use and Restrictions on Use of Lot. Each Lot shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. Business activities may be conducted on a Lot with prior approval of the Association, provided however, that such activities do not create a nuisance or unreasonably interfere with the use and enjoyment of other Lots. All activities shall comply with local ordinances, state statutes, and the Rules and Regulations promulgated by the Association.

6.04. Nuisances. No Noxious or offensive activities shall be conducted or permitted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any of the neighborhood. No nuisance shall be allowed anywhere upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Property by the Lot owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 7.01. All parts of every Lot shall be kept in a clean and sanitary condition. No Lot owner shall permit any use of its Lot or of the

Common Areas that increases the cost of insuring the Property.

6.05 Approval Process; standards.

(a) Plan Submittal and Review. A Lot owner or his or her agent shall submit all plans to the ARC and obtain approval by the ARC before the commencement of construction. Approval shall be required for any and all Lot improvements, including driveways, dwellings, garages, outbuildings, sheds, other structures and landscaping. Each request shall include complete building plans, specifications and site plans, which shall be submitted to ARC for review in the form of an application. Building plans shall be drawn to either 1/8 or 1/4 scale. Proposed exterior materials and colors shall be provided. Site plans shall be drawn to a scale not less than one inch equals thirty feet (1" = 30'). Site plans shall show building placement, Lot lines, setbacks, easements, well and septic locations, and proposed drainage and tree clearing. The ARC shall have 14 days from the date when it receives complete submittals to respond in writing to an application for approval. If the ARC fails to respond within 14 days, the plans shall be deemed to be approved. If construction has not commenced within one year after approval, such approval shall expire and applicant shall resubmit a complete application for approval request.

(b) Dwellings. Single-story and rambler style homes shall have a minimum foundation size of 1,200 square feet. Split level and multi-level homes shall have a minimum foundation size of 1,000 square feet. Two-story homes shall have a minimum foundation size of 1,000 square feet. Each new dwelling shall have a combination of the following architectural details: (i) premium siding such as LP Smartside or equivalent (vinyl siding shall be permitted in the discretion of the ARC, provided the ARC first receives complete manufacturer and product information and the proposed siding has a minimum thickness of 0.44 millimeters); (ii) exterior trim packages such as window trim, corner boards, rake boards, frieze boards, water table boards and transition bands; (iii) exterior specialties such as decorative gable end trusses, brackets, corbels, shutters and planter boxes; (iv) gable end architectural details; (v) concrete or paver stone driveway; (vi) upgraded garage doors; and (vii) the front exterior of each dwelling shall contain brick or stone. Roof pitch shall be a minimum of 6/12. Accent roofs may be permitted with a different pitch than the remainder of the roof.

(c) Garages. Garages shall have a minimum foundation size of 576 square feet.

(d) Outbuildings and Accessory Structures. Detached accessory structures such as sheds and outbuildings are permitted, provided they comply in all respects with local ordinances. All such structures shall be completely finished within 12 months after the commencement of construction and shall use colors, materials and design that is synonymous with and complementary to the residential dwelling. Steel, prefabricated buildings shall not be permitted.

(e) Fencing. Board or ARC approval shall be required for all fences, fence locations and setbacks before the commencement of construction. All fences shall be constructed with brick, stone, iron, wood, premium vinyl or a combination of the foregoing. Galvanized fences shall not be permitted unless vinyl coated. No fence shall exceed 6 feet in height. All fences shall comply with local ordinances and shall be set back within 10 feet from the rear wall of the residential dwelling.

(f) Driveways. All driveways shall be hard surfaced, approved by the ARC before construction and constructed in accordance with local ordinances. Driveways shall be completed within 12 months after completion of the residential dwelling.

6.06. Lease of Lots. Each Lot or any part thereof may be rented by written lease, provided that

(a) The term of any such lease shall be not less than four (4) months;

(b) The Lot owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement, providing that the lease is subject and subordinate to the same; and

(d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement; and the past use by the tenant or its invitees or guests of any part of the Property in a manner offensive or objectionable to the Association or other occupants of the Property by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Lot, each Lot owner of such Lot shall remain liable for the compliance of the Lot, such Lot owner and all tenants of the Lot with all provisions of this Declaration, the Bylaws, the Rules and Regulations of the Association, and the Conservation Easement, and shall be responsible for securing such compliance from the tenants of the Lot. The Association may require that a copy of each lease of all or any part of a Lot be filed with the Association. The restrictions against leasing contained in this Section 6.05 shall not apply to leases of the Lots by the Declarant or leases of the Lots to the Association.

6.07. Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows: one sign no greater than ten (10) square feet in size advertising a Lot for sale; otherwise, no sign shall be displayed without the written consent of the Association. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Property, small signs (less than 8 square feet) interpreting the property's ecology, and to erect appropriate signage for the sales of Lots.

6.08. Temporary Structures. No temporary structures will be permitted on any Lot without prior approval in writing by the Board of Directors or the ARC.

6.09. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. Trash, garbage, and other waste shall not be kept except in sanitary containers. Outdoor dumpsters shall not be allowed other than for construction, on a temporary basis. All other disposal containers shall be kept in a clean and sanitary condition and stored in an unobtrusive manner.

6.10. Parking; Storage. No vehicles, campers, boats or trailers shall be parked on any yard or grass at any time. No heavy equipment, machinery, semi-tractor, or trailer shall be parked overnight on any Lot or portion thereof, or adjoining road, except temporarily in conjunction with construction on the Lot permitted by the ARC. No inoperative vehicle shall be kept or permitted to remain on any Lot unless stored in a garage or accessory structure and not visible to the public. All agricultural and lawn maintenance equipment, snowmobiles, motorcycles, ATVs, pickup toppers and other machinery shall be kept in garages or accessory structures when not in use. No firewood or wood pile shall be kept outdoors on any Lot unless neatly stacked and screened from view from all roads.

6.11. Pets and Animals. Pets are permitted in accordance with the current applicable Rules and Regulations. Only dogs, cats, birds, and other animals that are customarily considered pets may be kept on the Property as domestic pets. Pets shall be restricted and not permitted to run at large. Any kennel or dog house shall not be visible from the public road. No livestock or horses shall be kept on any Lot.

6.12. Landscaping. Sod or seed shall be installed within 12 months after completion of the residential dwelling. Each Lot owner shall be responsible for installing and maintaining erosion control as required by applicable town and county ordinances. Lot owners shall not plant any decorative plants, vegetables, and shrubbery outside of their Lot without the prior written consent of the Board or ARC.

6.13. Motorized Vehicles. Motorized vehicles of any sort are prohibited from and shall not be operated on the Common Areas or the trail system located on the Property. The operation of snowmobiles, ATVs, or motorcycles shall not occur or be permitted to occur anywhere on the Property except for access to and from trails and roads that are specifically designated for such use, by way of the public road system.

ARTICLE VII INSURANCE

7.01. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Areas, for the Lot as originally constructed through the date when the Lot is conveyed from the Declarant to a Lot owner, and for the Association's service equipment, supplies and personal property. Each Lot owner shall obtain and maintain fire and casualty insurance coverage for all improvements to the Lot made after obtaining title to the Lot and for all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Areas shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Common Areas in the name of the Association as insurance trustee for the individual Lot owners in their respective percentage interests in the Common Areas, and may list each Lot owner as an additional insured with respect to its Lot. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Common Areas insured hereunder, the

proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Lot owners and the Mortgagees and distributed as provided in Article VIII.

7.02. Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, Directors, and the Lot owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Areas. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written in the name of the Association as insurance trustee for the Association, its Directors and officers, and for the individual Lot owners in their respective percentage interests in the Common Areas. Such insurance policy shall contain a “severability of interest” or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Lot owner because of the negligent acts of the Association or other Lot owners. All premiums for such insurance shall be Common Expenses. Each Lot Owner must at all times insure its own Lot and improvements for personal benefit.

7.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Lot, the Association may require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association’s annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

7.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Lot owner to be subrogated to any right of the Association or a Lot owner arising under this Declaration. The Association and each Lot owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Lot owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Lot owner from obtaining such policy.

7.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder’s rating of at least “A” and a financial rating of at least Class VII, as rated in the latest edition of Best’s Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

**ARTICLE VIII
RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION**

8.01. Determination to Reconstruct or Repair. If all or any part of the Common Area becomes damaged or are destroyed by any cause, the damaged Common Area shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$1,000 times the number of Lots then making up the Association. Damage due to authorized entry for the purpose of

installing a septic system or other private system approved by the Declarant and Association shall be subject to the same requirement to reconstruct or repair. Acceptance by a Lot owner of a deed to a Lot shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Lot owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Lot owners, and such repair or reconstruction shall be deemed approved if a majority of votes by Lot owners are cast in favor of such repair or reconstruction.

8.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications as described in the Ecological Program, Stormwater Plan, grading plan, and the final plat, and used in the original construction of the damaged Common Areas, unless (1) a majority of the first Mortgagees (one vote per mortgaged Lot) approve a variance from such plans and specifications; and (2) the Board of Directors authorizes the variance in the case of reconstruction of or repair to the Common Areas; and (3) such variance is approved by the parties to the Conservation Easement. Notwithstanding the above, the majority of the first mortgagees and the Board of Directors of the Association shall not approve a variance from such plans and specifications if such approval harms the conservation values of the preserve or in any way reduces the efficacy of the Stormwater Management Facilities. If a variance is authorized from the maps, plans, and specifications contained in the Final Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

8.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Areas, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

8.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 7.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Areas. The Association shall have no responsibility to repair, reconstruct, or replace any Lot or any improvements located within a Lot. Lot owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 8.06.

8.05. Assessments For Deficiencies. If proceeds of insurance are insufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Lot owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Areas shall be in proportion to each Lot owner's percentage interest in the Common Areas. All such funds shall be held and disbursed by the Association as trustee for the Lot owners and Mortgagees involved.

8.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Areas or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Lot owners according to their respective percentage interests in the Common Areas.

8.07. Damage or Destruction of Lot. Following any damage or destruction to any improvements located on any Lot, the Lot owner shall repair and restore such Lot to its condition prior to the damage or destruction as soon as possible but within two hundred seventy (270) days of the damage or destruction.

**ARTICLE IX
CONDEMNATION**

9.01. Allocation of Award. If a local or state government agency takes Property by eminent domain, any damages for the taking of all or part of the Property shall be awarded as follows:

(a) Every Lot owner shall be allocated the entire award for the taking of all or part of the Lot owner's respective Lot or any improvements located therein, and for consequential damages to the Lot or improvements located therein.

(b) If no reconstruction is undertaken, an award for taking of Common Areas shall be allocated to Lot owners in proportion to their respective percentage interest in the Common Areas.

9.02. Determination to Reconstruct Common Areas. Following the taking of all or part of the Common Areas, the Common Areas shall be restored or reconstructed.

9.03. Plans and Specifications for Common Areas. Any reconstruction shall, as far as is practicable, be made in accordance with the plans and specifications used in the original construction of the taken Common Areas unless seventy-five percent (75%) of the Lot owners, a majority of the first Mortgagees (one vote per mortgaged Lot), and the Board of Directors shall authorize a variance from such plans and specifications, and provided such variance is approved by the parties to the Conservation Easement. Notwithstanding the above, the majority of the first Mortgagees and the Board of Directors of the Association shall not approve a variance from such plans and specifications if such approval harms the conservation values of the Preserve or in any way reduces the efficacy of the Stormwater Management Facilities. If a variance is authorized from the maps, plans, or specifications contained in the Final Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

9.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Areas, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

9.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Areas is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Lot owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Lot owner's respective percentage interest in the Common Areas and shall constitute a Common Expense.

9.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Lot owners in proportion to their respective percentage interests in the Common Areas and in proportion to amounts actually paid by Lot owners for general and special assessments.

9.07. Percentage Interests Following Taking. Following the taking of all or any part of any Lot, the percentage interest in the Common Areas appurtenant to any Lot shall be equitably adjusted to reflect the respective relative values of the remaining Lots (or portions thereof) to all of the Lots, determined without regard to the value of any improvements located within the Lots. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Lots. Such

amendment need be signed only by two officers of the Association.

ARTICLE X MORTGAGEES

10.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Lot (the “Mortgagee”) that has so requested of the Association in a writing received by the Association’s agent for service of process shall be entitled to receive notice of the following matters:

- (a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.
- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.
- (c) Any physical damage to the Common Areas in an amount exceeding Twenty Thousand Dollars (\$20,000).

10.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XI of this Declaration, neither Section 10.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

10.03. Owners of Unmortgaged Lots. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Lot owner of any unmortgaged Lot shall be considered a “Mortgagee” as well as a “Lot owner” for purposes of such provision.

10.04. Liens. Any Mortgagee who obtains title to a Lot under the remedies provided in the mortgage or land contract against the Lot or through foreclosure shall not be liable for more than six (6) months of the Lot’s unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XI AMENDMENT

Except as otherwise may be required by law, or as otherwise may be provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Lot owners who together hold at least two-thirds (2/3) of the total voting interests held by all Lot owners. No Lot owner’s consent shall be effective without the consent of the first mortgagee of such Lot. So long as the Declarant owns any Lot, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for St. Croix County, and a copy of the amendment shall also be mailed or personally delivered to each Lot owner at its address on file with the Association.

ARTICLE XII REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Lot owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Lot shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Hammond or St. Croix County to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article V), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Lot owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Lot owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Lot owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Lots damaged by the violation pro rata. Notwithstanding the foregoing, if any Lot owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Lot owner and such Lot owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Lot as a Special Assessment under Article V. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Lot owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIII GENERAL

13.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the Township of Hammond, St. Croix County, or any public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, storm water drains, ponds and other storm water management structures, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Property. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

13.02. Right of Entry. By acceptance of a Deed, each Lot owner shall have granted a right of entry and access to its Lot to the Declarant during the period of Declarant Control and to the Association to correct any condition originating in its Lot and threatening another Lot or the Common Areas, to install, alter, or repair mechanical or electrical services or other Common Areas in its Lot or elsewhere in the Property, and to maintain and repair Common Areas and other areas as described in Section 5.04. Such entry shall be made with prior notice to the Lot owners, and shall be scheduled for a time reasonably convenient to the Lot owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Lot owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Lot or Lots for cause in the discretion of the Board of Directors. By acceptance of a Deed, each Lot owner shall have granted a right of entry and access to its Lot to the Declarant for the additional purpose of accessing and making connections and extensions of all water and sewage pipes located on the Property.

13.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Lot regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 13.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

13.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

13.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Areas as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Property and Lots.

13.06. Registered Agent. The name and mailing address of the registered agent for the Association shall be Tyme Properties, LLC, 3534 Labore Road, Suite 150, Vadnais Heights, Minnesota 55110. The registered agent may be changed by the Association in any manner permitted by law.

13.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

13.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

[SIGNATURE PAGES FOLLOW]

EXHIBIT "A"

Legal Description of Property

Lots 1-77 and Outlots 1-4 Plat of Rolling Hills Farm, recorded in the Office of the Register of Deeds of St. Croix County, Wisconsin, on February 5, 2007, in Volume 11 of Plats, page 19, Document No. 843836, located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the of the SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ all in Section 29, and part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin.

THIS INSTRUMENT WAS DRAFTED BY:

LOMMEN ABDO, P.A.

Brent R. Johnson
Grandview Professional Building, Suite 210
400 South Second Street
Hudson, WI 54016
(715) 381-7104;
Fax: (715) 386-8219
brent@lommen.com

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed and effective as of the 31 day of October, 2019.

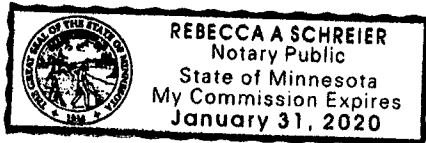
VoranDeSoto LLC

Paul Schreier

By: *Paul Schreier*
Its: *President*

Owner of Lots 1-4; 8-14; 18-35; 39-64; 66-67; 69-72; and 75.

Declarant hereby certifies that it owns 62 of the 77 Lots as of the date hereof, which constitutes more than 2/3 of the voting interests as provided in Article XI.



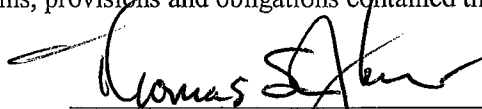
STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey)

Personally came before me the above named Paul Schreier as President of VoranDeSoto LLC, a Minnesota limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

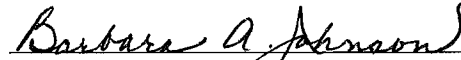
Name: Rebecca A. Schreier
Notary Public, State of Minnesota
My Commission Jan 31, 2020

CONSENT OF PROPERTY OWNERS

I/we have reviewed the foregoing Declaration of the Second Amended Rolling Hills Farm Residential Property Owners Association and consent to all terms, provisions and obligations contained therein.



Thomas S. Johnson, Owner of Lot 65



Barbara A. Johnson, Owner of Lot 65

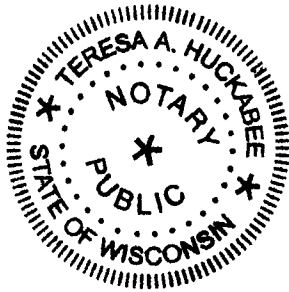
STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me the above named Thomas S. Johnson and Barbara A. Johnson, who acknowledged the foregoing document for the purposes recited therein.

Dated: 11/4/19

Name: Teresa A. Huckabee
Notary Public, State of Wisconsin
My Commission is permanent.

Exp. Oct. 29, 2023



CONSENT OF PROPERTY OWNERS

I/we have reviewed the foregoing Declaration of the Second Amended Rolling Hills Farm Residential Property Owners Association and consent to all terms, provisions and obligations contained therein.

GMTZ, LLC

Jeff Husbby

By: **Jeff Husbby**
Its:

Owner of Lots 7, 16, 17, 73 and 74

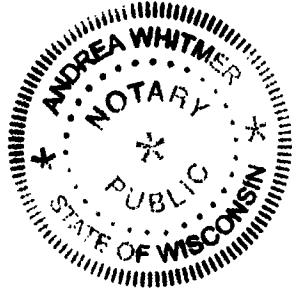
STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me the above named GMTZ, LLC, a Wisconsin limited liability company, by _____, its _____, who acknowledged the foregoing document for the purposes recited therein.

Dated: 11/12/19

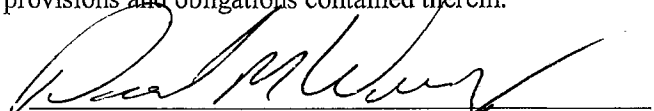
Andrea Whitmer
Name: Andrea Whitmer

Notary Public, State of Wisconsin
My Commission is permanent.
09/2/2023



CONSENT OF PROPERTY OWNERS

I/we have reviewed the foregoing Declaration of the Second Amended Rolling Hills Farm Residential Property Owners Association and consent to all terms, provisions and obligations contained therein.

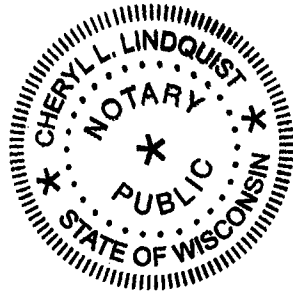


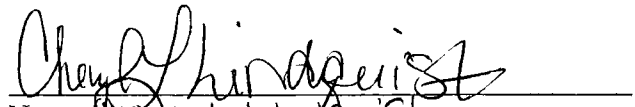
David M. Werner, Jr., Owner of Lot 68

STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me the above named David M. Werner, Jr., who acknowledged the foregoing document for the purposes recited therein.

Dated: 11-2-2019



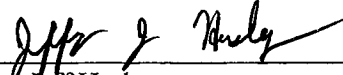


Name: Cheryl L. Lindquist
Notary Public, State of Wisconsin
My Commission is permanent.
my commission expires
6/30/2020

CONSENT OF PROPERTY OWNERS

I/we have reviewed the foregoing Declaration of the Second Amended Rolling Hills Farm Residential Property Owners Association and consent to all terms, provisions and obligations contained therein.

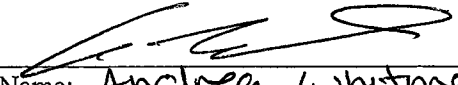
WC LANDHOLDINGS, LLC

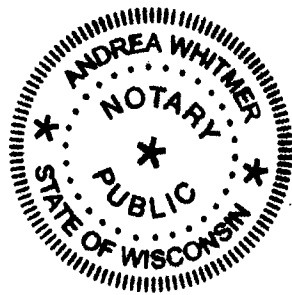

By: Jeff Husby
Its:
Owner of Lot 76

STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me the above named WC Landholdings, LLC, a Wisconsin limited liability company, by Jeff Husby, its _____, who acknowledged the foregoing document for the purposes recited therein.

Dated: 11/12/19


Name: Andrea Whitmer
Notary Public, State of Wisconsin
My Commission is permanent. 9/2/2023



STATE DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

2006 NOV 13 AM 8:46

**ARTICLES OF INCORPORATION
OF
ROLLING HILLS FARM RESIDENTIAL
PROPERTY OWNERS ASSOCIATION, INC.**

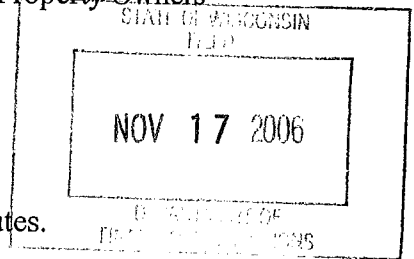
The undersigned incorporator, for the purpose of forming a nonstock corporation (hereinafter the "Corporation") under and pursuant to the provisions of the Wisconsin Nonstock Corporation Law, Ch. 181 of the Wisconsin statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE I
Name**

The name of the Corporation shall be "Rolling Hills Farm Residential Property Owners Association, Inc."

**ARTICLE II
Statutory Authority**

The corporation is organized under Chapter 181 of the Wisconsin Statutes.



**ARTICLE III
Registered Office and Registered Agent**

The name of the Corporation's initial registered agent and street address of the Corporation's initial registered office is as follows:

Rolling Hills of Hammond, LLC
Attention: Steven C. Bryant
710 North Main Street #102
River Falls, WI 54022

**Article IV
Principal Office Address**

The mailing address of corporation's initial principal office is as follows:

Grandview Professional Building
400 South Second Street, Suite 135
Hudson, WI 54016

WI - DFI CORP
FILE ID #

Roll 390

**ARTICLE V
Members**

The corporation will have members.

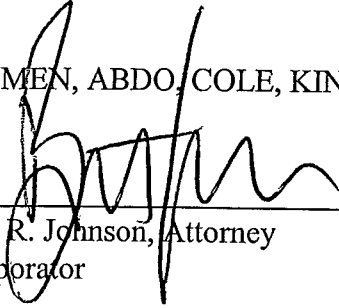
**ARTICLE VI
Incorporator**

The name and street address of the incorporator of the Corporation is as follows:

Lommen, Abdo, Cole, King & Stageberg, P.A.
400 South Second Street
Suite 210
Hudson, WI 54016

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of November,
2006.

LOMMEN, ABDO, COLE, KING & STAGEBERG, P.A.

By 
Brent R. Johnson, Attorney
Incorporator

This document was drafted by:

LOMMEN, ABDO, COLE, KING & STAGEBERG, P.A.
Brent R. Johnson, Esq.
Grandview Professional Building, Suite 210
400 South Second Street
Hudson, WI 54016

Please return this document to:

LOMMEN, ABDO, COLE, KING & STAGEBERG, P.A.
Brent R. Johnson, Esq.
Grandview Professional Building, Suite 210
400 South Second Street
Hudson, WI 54016

**ASSIGNMENT AND ASSUMPTION OF RIGHTS
AND OBLIGATIONS**

**ROLLING HILLS FARM RESIDENTIAL PROPERTY
OWNERS ASSOCIATION, INC.**

THIS ASSIGNMENT ("Assignment") is made as of the 9 day of November, 2011 between ROLLING HILLS OF HAMMOND, LLC, a Wisconsin limited liability company ("Assignor"), and DESOTO ASSOCIATES, LLC, a Minnesota limited liability company ("Assignee").

RECITALS:

A. Assignor is this day conveying to Assignee that certain real property together with all improvements ("Real Property") situated in St. Croix County, Wisconsin on lands more fully described in **Exhibit A** attached hereto, pursuant to a purchase agreement executed as of August 16, 2011 between Assignor and Assignee ("Purchase Agreement").

B. In connection therewith, Assignor desires to assign to Assignee, and Assignee agrees to assume, all interests, rights and obligations of Assignor as the "Declarant" as defined in the Declaration of The Rolling Hills Farm Residential Property Owners Association dated February 6, 2007, and recorded February 12, 2007, as Document No. 844269, in the Office of the Register of Deeds for St. Croix County, Wisconsin, as amended from time to time ("Declaration"), and all interests, rights and obligations associated with the Rolling Hills Farm Residential Property Owners Association, Inc., a Wisconsin non-stock corporation ("Association"), and all bank accounts, collected assessments and reserve funds ("Accounts") belonging to the Association and located at the Central Bank, as more particularly set forth herein.

C. Furthermore, in connection therewith, Assignor desires to assign to Assignee, and Assignee agrees to assume, all interests, rights and obligations of Assignor as the "Owner" as defined in the Conservation Easement Rolling Hills Farm Conservation Community dated February 2, 2007, and recorded February 5, 2007, as Document No. 843837, in the Office of the Register of Deeds for St. Croix County, Wisconsin ("Conservation Easement").

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in connection with the sale of Real Property, to it in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, and Assignee hereby assumes, the following:

A. All rights, interests, duties and obligations of Assignor as Declarant as set forth in the Declaration governing the Association;

B. All rights, interests, duties and obligations of Assignor as a lot owner within

the Association;

C. All rights, interests, duties and obligations of Assignor as Owner as set forth in the Conservation Easement;

D. Corporate records in Assignor's possession related to the Association.

2. Assignor represents and warrants to Assignee, its successors and assigns, that it owns or controls the legal and beneficial interest hereby assigned and has made no other concurrent assignment of any of said legal or beneficial right, title or interest in the items set forth in paragraph 1 above. Assignor further represents and warrants to Assignee that as of the date of this Assignment, Assignor is in full compliance with all items set forth in paragraph 1.

3. Assignee hereby accepts the foregoing Assignment and assumes, covenants and agrees to perform and fulfill and be liable for all of the duties and obligations of Assignor under the items set forth in paragraph 1 above arising and relating to periods after the date hereof. In no event shall Assignee be responsible for any duty or obligation of Assignor which arose or relate to periods prior to the date hereof.

4. This Assignment shall be binding on the parties hereto and their respective successors and assigns and shall be construed in accordance with and governed by the laws of the State of Wisconsin.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first written above.

ASSIGNOR:

ROLLING HILLS OF HAMMOND, LLC

By: Steven C. Bryant
Steven C. Bryant
Its: Manager

ASSIGNEE:

DESOTO ASSOCIATES, LLC

By: Richard J. Schreier
Richard J. Schreier
Its: Manager

EXHIBIT A

Legal Description

Lots 1-5, 7-14, 16-37, 39-64, 66-77, and Outlots 1-4 of the Plat of Rolling Hills Farm, recorded in the Office of the Register of Deeds of St. Croix County, Wisconsin, on February 5, 2007, in Volume 11 of Plats, page 19, Document No. 843836, located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the of the SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ all in Section 29, and part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin.

Contractor Guidelines for ATU Septic Homes

The septic system for this home will depend on the proper functioning of the Aerobic Treatment Unit (ATU), which is designed to treat and degrade solids prior to discharge into the shared septic system. As contractor/builder, please observe the following construction guidelines:

- As part of design and construction, arrange for water from sump pumps to go to an external discharge. Backwash from water softeners should also be discharged externally, as doing so will extend the life of the septic system. Note: Regulations prohibit furnace condensate from being discharged externally.
- Garbage disposals are not recommended.
- Avoid allowing any inert construction materials such as plastic, rubber, cigarette filters, bandages, rags, cloth and towels to enter the system. Likewise, prevent construction chemicals and toxins such as paint and paint thinners, solvents, etc., from entering the system.
- Contact Knudtson Plumbing and Contracting prior to siting house grade in order to confirm that adequate fall will exist to allow gravity flow between the house, the ATU and the shared septic line (which may be as shallow as 42 inches). Incorrect siting may require an additional pumping station and incur significantly higher costs.
- The ATU manufacturer does not recommend tank installation in frozen ground, and it will be done only at the contractor/builder's request and risk. Installation under these conditions will likely also incur added costs related to requirements such as snow removal, frost ripping, etc.
- **Freeze warning:** Water from furnace condensate lines or other sources, including sinks and toilets, entering the system during winter construction can cause the tank and components to freeze and fail, as there is no bacterial action at this stage to generate heat. Use a salt sump to treat this water prior to entering drain lines. Contact Knudtson Plumbing and Contracting for a description. Builders failing to observe this precaution may be liable for system repair and/or replacement due to freezing. Whenever possible, keep interior water lines turned off during winter until the time of occupancy.
- Tanks must be pumped prior to homeowner occupancy.
- Knudtson Plumbing and Contracting must be contacted by the building contractor prior to home occupancy. Contractors failing to do so will be solely responsible for any resulting damages!

For questions regarding these construction guidelines, call:

Knudtson Plumbing and Contracting, 651-470-1737

I have reviewed and understand the above guidelines:

Contractor

Date

Rolling Hills Lot #

Service and Inspection Form Knudtson Plumbing and Contracting LLC

This testing and reporting shall be completed, signed and dated after each inspection. One copy shall be retained by Knudtson Plumbing and Contracting LLC. The second copy is sent to the local permitting authority and the third copy is sent to the system owner along with an invoice for services by Knudtson Plumbing and Contracting LLC.

Actual Date of Visit:	
-----------------------	--

System Inspection of:

Owner:	
Address:	
City, State, ZIP	
Parcel #	

Inspected Item	Operational	Inoperative	Not Applicable
Aerator			
Aeration Plumbing			
Air Filter			
Blower temperature			
OK System Light			

Air filter must be cleaned each service visit. Operation of effluent disposal system must be made each visit.

Repairs to system (list all components replaced):

--

Tests Required and Results

Test	Results	Test Method
Dissolved Oxygen		<i>Chem Mets</i>
Sludge		
Color		<i>Sludge judge</i>
Odor		
Temperature		

Comments

--

Signature	Installer or OEM #
	<i>648493</i>

Knudtson Plumbing and Contracting LLC

One of Forms They Sign For Me



TREATMENT SYSTEM INITIAL SERVICE POLICY

HOOT Aerobic Systems, Inc.

2885 Highway 14 East Lake Charles, Louisiana 70607
(337) 474-2804 phone (337) 477-7904 fax

Our Company, _____, will operate and maintain the Hoot Aerobic System located at _____, (legal description only) Permit # _____, for the period of 2 years beginning _____ and ending _____.

This contract will provide for all required inspections, testing and service of your HOOT Aerobic Treatment System. The policy will include the following:

1. _____ inspections a year/service calls (at least one every _____ months), for a total of _____ over the two-year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation, and replacing or repairing any component not found to be functioning correctly.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The Homeowner is responsible for maintaining a chlorine residual of at least 1mg/L in the treatment system. This can be accomplished by using chlorine tablets designed for wastewater use, NOT SWIMMING POOL TABLETS. Upon visit, if the system needs chlorine tablets the service provider will add them and charge the customer. If the customer fails in their responsibility to add the chlorine tablets, they are in violation of law and appropriate action will be taken. Initials of Installer _____ Initials of Homeowner _____
5. Any additional visits, inspections or sample collections required by specific Municipalities, Water/River Authorities, County Agencies the TNRCC or any other regulatory agency in your jurisdiction will be covered by this policy.

At the conclusion of the initial service policy, the Service Provider will make available, for purchase on an annual basis, a continuing service policy to cover labor for normal inspection, maintenance and repair. According to state law, all owners of aerobic systems must maintain a factory authorized service provider for the lifetime of the system.

The HOOT Homeowners Manual must be strictly followed or warranties are subject to invalidation. Pumping of sludge build-up, for reasons other than due to warranted mechanical failure, are not covered by this policy and will result in additional charges. By signing this form, both Installer and Homeowner agree to the terms of this policy. By signing this form, both the Installer and the Homeowner agree that the Homeowner has received a copy of the Homeowners Manual and the Installer has made a reasonable effort to explain all pertinent information to the Homeowner.

HOOT is not responsible for service, it is the SERVICE PROVIDER indicated below.

HOME OWNER

SERVICE PROVIDER

Name _____

Name of Service Company Representative _____

Address _____

Address _____

City _____

City _____

() - _____

() - _____

Phone _____

Phone _____

Signature of Home Owner _____

Signature of Service Provider and License #. _____

THIS BOX MUST BE COMPLETED BY THE SERVICE PROVIDER

HOOT Model # _____ Blower/Panel Serial # _____ HOOT Mold # _____

White Copy - Home Owner

Yellow Copy - Installer

Pink Copy - HOOT

Goldenrod Copy - Regulatory Agency

Document Number

Document Title

St. Croix County AEROBIC TREATMENT UNIT (ATU) SERVICING AGREEMENT

State Transaction Number: _____

Name – (Owner) Typed or printed _____

He/she is the legal owner of the following parcel of land located in St. Croix County, Wisconsin, with their deed or document of ownership interest recorded as Document Number _____ St. Croix Register of Deeds Office.

This Property is described as follows (include lot no. and subdivision/CSM or detailed legal description):

Recording Area

NAME AND RETURN ADDRESS

OR:

See attached deed copy for legal descriptions

Agreement Date: _____

Parcel Identification Number (PIN)

As an inducement to the county to issue a sanitary permit for a POWTS equipped with an Aerobic Treatment Unit on the above-described property, we agree to do the following:

1. Owner agrees to conform to all applicable requirements of SPS 383, Wis. Adm. Code relating to Aerobic Treatment Units (ATU) and the maintenance requirements for the proposed POWTS (Private Onsite Wastewater Treatment System) technology. If the owner fails to have the POWTS and ATU properly serviced in response to orders issued by the governmental unit or the Department of Safety and Professional Services (DSPS) to prevent or abate a human health hazard as described in s. 254.59, Stats., the governmental unit (Town) may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.0703, Stats.
2. The owner agrees to maintain a contract with a licensed POWTS maintainer for the life of the system. The POWTS maintainer will perform periodic inspections and maintenance as required by the manufacturer and the Department, including, but not limited to: the blower, electrical controls, and treatment unit operation and sludge depth. These inspections are to be scheduled every 6 months for the first two years of operation and yearly thereafter.
3. The owner agrees to contact the POWTS maintainer immediately upon any malfunction of the treatment unit and to maintain the unit so as to not create a human health hazard as described in s. 254.59, Stats.
4. The owner recognizes that the county, DSPS, or POWTS maintainer may make periodic inspections of the components to complete performance monitoring of the unit.
5. The owner or the owner's agent agrees to report to the department or designated agent at the completion of each inspection, maintenance or servicing event in a manner specified by the department or designated agent within 10 business days from the date of inspection, maintenance or servicing.
6. This agreement will remain in effect only until the county office responsible for the regulation of POWTS certifies that the aerobic treatment unit no longer serves the property. In addition, this agreement may be cancelled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
7. This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit this agreement to the Register of Deeds, and the agreement shall be recorded in a manner that will permit the existence of the agreement to be determined by reference to the property where the Aerobic Treatment Unit is installed.

Owner(s) Name(s) - Please Print

Subscribed and sworn to before me on this date:

Homeowner Guidelines for homes equipped with Aerobic Treatment Units

The septic system for your home depends on the proper functioning of the Aerobic Treatment Unit (ATU), which is designed to treat and degrade solids prior to discharge into the shared septic system. To avoid breakdowns and costly repairs, please observe the following guidelines:

- Avoid allowing any inert materials such as plastic, rubber, scouring pads, dental floss, cigarette filters, bandages, hair, mop strings, lint, rags, cloth and towels to enter the system. These materials can build up in the tank, resulting in system malfunction, clogging and premature pump failure.
- Do not flush or drain chemicals and toxins into the system, as they kill the microbes necessary for treatment. These include paint and paint thinners, solvents, drain cleaners, automotive fluids, fuels, pesticides, herbicides, fertilizers, metals, disinfectants and sanitizers.
- Paper products including disposable diapers, paper towels, baby wipes, facial tissues and moist toilet paper are not designed to dissolve in your on-site treatment systems. Neither will excessive amounts of toilet tissue decompose.
- Limit garbage disposal use to food waste that cannot be scooped and thrown in the trash. Do not put animal fats and bones, grease, coffee grounds, citrus and melon rinds, corn cobs, egg shells, etc. down the sink. Also avoid putting spoiled dairy products and yeasts from baking into the system.
- Do not put medicinal materials, automatic disinfection tablets and similar items into the system. Also, septic tank additives generally do more harm than good.
- If possible, spread laundry practices out over several days, rather than one "wash day," so the ATU can more efficiently process the water as it enters the system. Liquid detergents are recommended over powder; fabric softener sheets are preferred over liquid softeners. Use bleach sparingly, at half the recommended rate.
- Clear water waste from dehumidifiers, HVAC units, gutters, whole house treatment systems and sump pumps can increase the flow to both your on-site system and the shared system, leading to shorter life. Both clear water and backwash from water softener regeneration should be discharged to an alternate outlet. Talk to your contractor.

Do not disconnect power from the unit!

Your ATU is equipped with an alarm that will notify you of a malfunction. If the alarm does sound, for diagnostics, service and repair call:

Knudtson Plumbing and Contracting

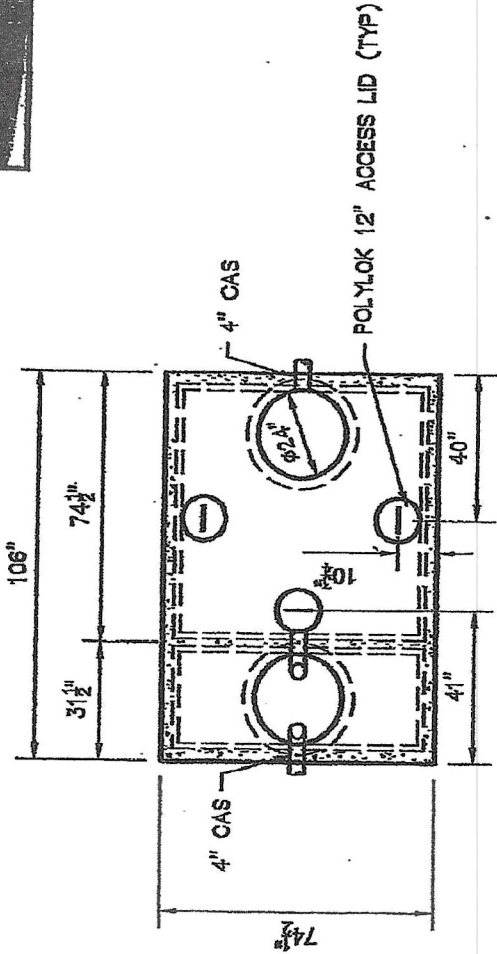
651-470-1737

HOOT SYSTEMS, LLC.

600 GPD GRAVITY DISCHARGE SYSTEM
H-600 A

**H-600 A
TANK SPECIFICATIONS**

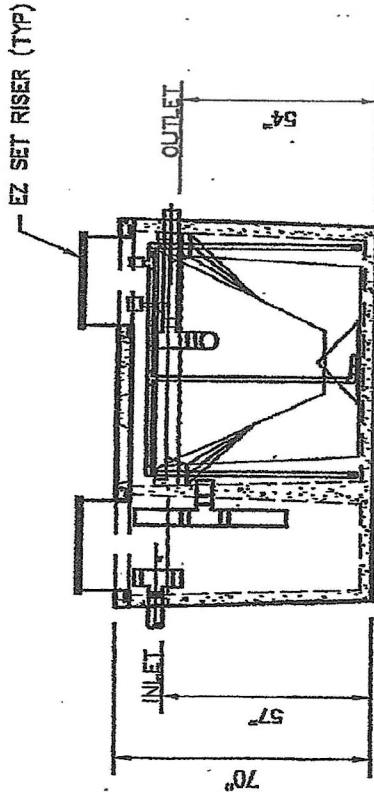
DIMENSIONS:
 WALL: 3"
 BOTTOM: 3"
 COVER: 4"
 MANHOLE: 12" & 24" I.D. PLASTIC RISER
 HEIGHT: 70" O.D.
 LENGTH: 106" O.D.
 WIDTH: 74 1/2" O.D.
 BELOW INLET: 57" O.D.
 LIQUID LEVEL: 51"
 WEIGHT: 11,135 LBS.



INLET AND OUTLET:
 4" CAST-A-SEAL (CAS) BOOT OR EQUAL
COVER: MIX DESIGN #8 (NO FIBER)
TANK: MIX DESIGN #9 (SMALL FIBER)

CUSTOMIZED TANKS:
 FOR CUSTOM TANKS CONTACT WIESER CONCRETE

what tank looks like



SIDE VIEW

TANKS ARE MANUFACTURED TO MEET OR EXCEED ASTM C-1227 REQUIREMENTS

W3716 US HWY 10 RAIDEN ROCK, WA 54750 800-325-8456	DATE: 00/00/00	SCALE: 1/4" = 1'-0"	POST-POUR:
WIESER CONCRETE	DRAWN BY: WCP	REV:	PRE-POUR:
FILE: H-600A			

H-600 A 600 GPD
SEPTIC MANUAL

SHEET NO. 1 OF 1

DRAWINGS SUBMITTED FOR APPROVAL

APPROVED BY: _____
 APPROVAL DATE: _____
 PRODUCTS NEEDED BY: _____

**BYLAWS OF
THE ROLLING HILLS FARM
RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

**ARTICLE I
NAME AND ADDRESS**

1.01. Name; Purpose. The name of the association shall be the "Rolling Hills Farm Residential Property Owner's Association" (the "Association"). The Association is an unincorporated association.

1.02. Address. The initial principal office of the Association shall be located at the Grandview Professional Building, Suite 135, 400 South Second Street, Hudson, Wisconsin 54016. This address shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Lot owners, their heirs, successors, and assigns and shall govern the operation, and administration of the Association.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of the Rolling Hills Farm Residential Property Owners Association ("Declaration") executed by Rolling Hills of Hammond, LLC, a Minnesota limited liability company (the "Declarant") and recorded in the office of the St. Croix County Register of Deeds.

**ARTICLE II
MEMBERSHIP**

2.01. Membership. The membership of the Association shall at all times consist exclusively of all of the Lot owners of the Association. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Lot merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Lot of within the Property (as defined in the Declaration) and shall immediately terminate upon conveyance of such ownership interest. If a Lot owner's ownership interest passes to its personal representative or to a trustee upon the Lot owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Lot owner may voluntarily withdraw or be expelled from membership in the Association.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list all Lot owners of each Lot, the current mailing address for each Lot owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Lot, if any, and, in the case of multiple owners of a Lot, the Lot owner, if any, designated to cast any or all of the votes pertaining to such Lot in accordance with the Declaration. Each Lot owner shall promptly provide written notice to the Association of any transfer of its Lot as provided

in Section 2.06 and of any change in such Lot owner's name or current mailing address. No Lot owner may vote at meetings of the Association until the name and current mailing address of such Lot owner has been provided to and received by the secretary of the Association. Any Lot owner that mortgages its Lot or any interest therein or enters into a land contract with respect to its Lot shall notify the secretary of the name and mailing address of its Mortgagee and shall notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Lot. As soon as possible following the transfer of a Lot, the new Lot owners shall give written notice to the secretary of the Association of such transfer identifying the Lot and setting forth the names and mailing addresses of the new Lot owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Lot owned by multiple Lot owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Lien. No Lot owner may vote on any matter submitted to a vote of the Lot owners if the Association has recorded a statement of lien on the Lot owned by such Lot owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Lot owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Lot owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, by law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Lot owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Lot.

2.11. Voting Designations of Multiple Lot Owners. If there are multiple Lot owners of any single Lot, then each vote appurtenant to such Lot may be cast proportionately among the multiple Lot owners in accordance with their respective percentages of ownership of the Lot, unless (a) the multiple Lot owners have designated a single Lot owner to exercise any or all of the votes appertaining to their Lot and have filed written notice of such designation signed by all such multiple Lot owners with the secretary of the Association, in which case such votes cast by a Lot owner so designated shall be deemed to be the unanimous act of the multiple Lot owners, or (b) only one of multiple Lot owners of a Lot is present in person or by proxy at a meeting of the Association, in which event the Lot owner present (whether or not such Lot owner or any other Lot owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Lot and the same shall be deemed to be the unanimous act of the multiple Lot owners. No designation of a single Lot owner to cast any vote appertaining to any Lot owned by multiple Lot owners shall be effective until written notice of such designation signed by all Lot owners of such Lot has been received by the secretary of the Association prior to the casting of such vote. If any Lot owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Lot owner shall be

entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Lot owners.

2.12. Effect of Lien. No Lot owner may vote on any matter submitted to a vote of the Lot owners if the Association has recorded a statement of lien on the Lot owned by such Lot owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III MEETINGS OF MEMBERS

3.01. Place. All meetings of the Lot owners shall be held at a place in St. Croix County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The first annual meeting of the Lot owners shall be held on the second Monday of the first June after the Declarant has ceased to control the Association as provided in the Declaration. Thereafter, regular annual meetings of the Lot owners shall be held on the second Monday of June of each succeeding year.

3.03. Special Meetings. Special meetings of the Lot owners may be called at any time by the president of the Association and shall be called upon the written request of Lot owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Lot owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Lot owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Lot owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Lot owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Lot owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Lot owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Lot owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.

- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of Wisconsin law, the Declaration, or these Bylaws to be taken by the vote of the Lot owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Lot owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by the Declaration or these Bylaws to be taken by the vote of the Lot owners may be taken without a meeting if the Association delivers a written ballot to every Lot owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") who shall be appointed and elected as provided in the Declaration. Other than Declarant, no person may be a director who is not also a Lot owner. In the case of a Lot that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Lot owner" for purposes of this requirement only.

4.02. Term of Office. The initial Board of Directors shall serve as provided in the Declaration. Thereafter, directors shall take office upon such election and shall serve until the next annual meeting of the Lot owners as provided in Section 3.02. Each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03. Election of Directors. One (1) month prior to each annual meeting of the Lot owners, the secretary of the Association shall mail to all Lot owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Lot owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Lot owners

entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Lot shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05. Removal. Prior to the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Lot owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Until the expiration of Declarant control as described in the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of June at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Lot owners at the same place as the Lot owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Declaration or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Declaration or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All of the powers and duties of the Association under the Declaration and these Bylaws shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Lot owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Areas, including the Preserve and Stormwater Management Facilities, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Areas;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

- (f) Sue on behalf of all Lot owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Areas and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Property and the personal conduct of any person upon or with regard to Property, including the imposition of charges for the use of Common Areas and penalties for infractions of the rules and regulations of the Association. Such changes shall not harm the Conservation Values of the Preserve or in any way reduce the efficacy of the Stormwater Management Facilities. Such rules and regulations may also be adopted, amended, and repealed by the Lot owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Lot owners may not thereafter be amended, repealed, or re-adopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;
- (l) Insure the Property and property owned or leased by the Association against loss by fire and other casualty and the Association and Lot owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;
- (m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;
- (n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;
- (o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;
- (p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Areas and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and
- (q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. **Manager.** The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

**ARTICLE VII
OFFICERS AND THEIR DUTIES**

7.01. **Officers.** The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Lot owners, provided, however, that during the period of Declarant control as provided in the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Lot owner" for purposes of this requirement only and provided further, that in the case of a Lot that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Lot owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. **Election of Officers.** The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. **Term.** Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. **Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. **Resignation and Removal.** Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. **Duties.** Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties

incident to the office of president as are usually required under the law, the Declaration, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Lot owners; serve notices of the meetings of the Board of Directors and of the Lot owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the law, the Declaration, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Lot owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII ARCHITECTURAL AND LANDSCAPE REVIEW COMMITTEE

8.01. Creation. There shall be a committee called the "Architectural and Landscape Review Committee." The Declarant shall be the sole person on the Architectural and Landscape Review Committee until such time as the Declarant either (a) sells all of the Lots owned by Declarant, or (b) elects in its sole discretion to relinquish control of the Architectural and Landscape Review Committee, whichever occurs first. Thereafter, the Architectural and Landscape Review Committee shall consist of three (3) Lot owners appointed by the Declarant. Any person appointed by the Declarant to the Architectural and Landscape Review Committee shall be deemed to be a "Lot owner" for purposes of this requirement only. If a Lot is owned by an entity rather than an individual, any person who is an officer, member, director, employee, or designee of such entity shall be deemed to be a "Lot owner" for purposes of this requirement only. The Architectural and Landscape Review Committee shall have all powers, duties, and obligations as may be provided to it in the Declaration, Bylaws, or any rules and regulations of the Association, and as may be delegated to it by the Board of Directors pursuant to its authority under Article VI.

8.02. Purpose. The purpose of the Review Committee is to consider, evaluate, and propose variances to the plans and specifications set forth in the final plat, Ecological Program, Stormwater Plan, and other plans and specifications establishing the Rolling Hills Farm Conservation Community. The Review

Committee serves in an advisory capacity to the Board of Directors. The Review Committee may retain a professional expert upon approval of the Board of Directors for the purpose of obtaining expert opinion on technical matters.

8.03. Membership and Term of Office. Declarant shall appoint all three of the members to serve on the Architectural and Landscape Review Committee. Such Architectural Review Committee shall take office upon appointment by Declarant and shall serve until the next annual meeting of the Lot owners as provided in Section 3.02. Thereafter, each member of the Architectural and Landscape Review Committee shall take office at the annual meeting of Lot owners and shall serve for a term of one (1) year or until his or her successor shall be elected.

8.04. Election of Members. One (1) month prior to each annual meeting of the Lot owners, the secretary of the Association shall mail to all Lot owners a notice setting a deadline for nomination of persons to serve as members of the Architectural and Landscape Review Committee. All nominations shall be mailed to the secretary. Lot owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Lot owners entitled to vote upon the election of any Architectural and Landscape Review Committee member may nominate a person to serve as a member. If the number of nominees equals the number of Architectural and Landscape Review Committee members to be elected, the nominees shall automatically become the new Architectural and Landscape Review Committee members to take office at the annual meeting. If the number of nominees is fewer than the number of Architectural and Landscape Review Committee members to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of Architectural and Landscape Review Committee members to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Lot shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as members of the Architectural and Landscape Review Committee and shall take office at the annual meeting.

8.05. Vacancy and Replacement. If the office of any Architectural and Landscape Review Committee member becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining Architectural and Landscape Review Committee members at a special meeting of the Architectural and Landscape Review Committee held for that purpose promptly after the occurrence of such vacancy, even though the Architectural and Landscape Review Committee members present may constitute less than a quorum, and each person so elected shall be a member of the Architectural and Landscape Review Committee for the remainder of the term of the member who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, so long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to replace any Architectural and Landscape Review Committee member appointed by Declarant.

8.06. Removal. So long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to remove a member appointed by Declarant from the Architectural and Landscape Review Committee. Thereafter, any member may be removed from the Architectural and Landscape Review Committee, with or without cause, by a majority vote of the Lot owners.

8.07. Quorum; Decisions of the Architectural and Landscape Review Committee. Each member of the Architectural and Landscape Review Committee shall have one (1) vote in all matters before

the committee. A presence of a majority of the members of the Architectural and Landscape Review Committee present in person or represented by proxy shall constitute a quorum for the transaction of business by such committee. If there is not a quorum present at any committee meeting, the members of the committee present shall have the authority to adjourn the meeting as provided in Section 3.05. When there is a quorum at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Bylaws, or rules and regulations of the Association, or by express direction of the Board of Directors, in which case such express provision or direction shall apply. Unless otherwise expressly provided in the Declaration or Bylaws, the Board of Directors shall have no authority to reverse, modify, override, or abandon any decision of the Architectural Review Committee.

8.08. Notice of Committee Meetings; Quorum. No special meeting of either the Architectural and Landscape Review Committee may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary of the Association or any member of the Architectural and Landscape Review Committee to each member of such committee. Such notice shall specify the place, day, hour, and purpose of the meeting. Attendance by any committee member at any meeting of such committee shall be deemed a waiver of such notice.

8.09. Action Without a Meeting. Any action required or permitted to be taken by the Architectural Review Committee or the vote of the members of such committee may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all members of the committee that would have been entitled to vote upon the action at such meeting.

8.10. Compensation. No member of the Architectural Review Committee shall receive any compensation for his or her services as a member of the Architectural Review Committee.

ARTICLE IX BOOKS AND RECORDS

9.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Lot owner. The Declaration and the Bylaws shall be available for inspection by any Lot owner, Mortgagee, or prospective purchaser of a Lot at the principal office of the Association.

9.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE X BUDGET, ASSESSMENT, AND ANNUAL REPORT

10.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

10.02. Budget. Throughout the period of Declarant control as described in the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Lot by the Declarant. After the expiration of the period of Declarant control, the Lot owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Areas, other than routine maintenance;
3. The estimated remaining useful life of the Common Areas; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Areas that will be covered by the reserve account and the approximate proportion that will be funded by other means.

10.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Lot owners in proportion to the percentage interest in the Common Areas appurtenant to each Lot as determined under the Declaration. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Lot owner. General Assessments shall be payable to the Association once per year, due in advance on the date determined by the Board of Directors. Such payment shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

10.04. Special Assessments. Special Assessments may from time to time be levied against Lot owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

10.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of lien against the Lots on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Lot owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Lot owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of its Lot.

10.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year,

including a report of the Common Expenses, surpluses, and assessments collected from each Lot owner during the year. The annual report shall include as an attachment the Annual Monitoring Report, as required by the Conservation Easement on the Preserve. Copies of the annual report for the previous year shall be mailed or delivered to each Lot owner at the address in the Association's membership list prior to the third Thursday in February.

10.07. Intentionally Omitted.

**ARTICLE XI
USE**

Each Lot shall be used only for purposes permitted under the Declaration, these Bylaws, and any rules and regulations of the Association.

**ARTICLE XII
ENFORCEMENT OF RULES AND DOCUMENTS**

It shall be the responsibility of each Lot owner to see that the occupants and tenants of the Lot owned by such Lot owner, and the employees, agents, representatives, invitees, and guests of such Lot owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, all Rules and Regulations of the Association, the Conservation Easement, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Lot owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Lot owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, any rule or regulation of the Association, the Conservation Easements, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Lot owner or the Lot owners of the Lot in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Lot owner in which the Association is the prevailing party, the Lot owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Lot owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

**ARTICLE XIII
GENERAL PROVISIONS**

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration and Wisconsin law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of Wisconsin law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Lot owners.

13.03. Notices. Notices to any Lot owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Lot owners; provided, however, as long as the Declarant owns any Lot, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

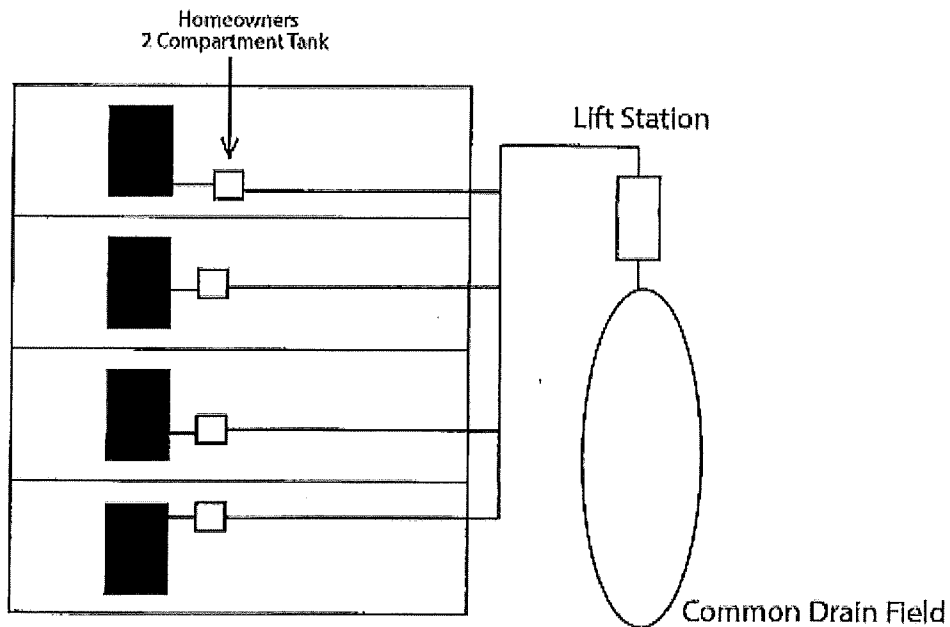
Rolling Hills Farm Common Drain Field Information Sheet

The Rolling Hills Farm development utilizes common drain fields that are shared with 3, 4 or 5 homeowners.

Each individual homeowner has their own 2-compartment tank (part holding tank and part aerobic treatment unit) on their own property. This tank must be located within 30 feet of the house and is piped from the home to where this tank will be buried. Each homeowner is responsible for their own 2-compartment tank (installation and service) and this is installed when the home is built.

From the homeowner's 2-compartment tank, the liquid waste flows to a lift station outside of the homeowner's property, which is shared by 3, 4 or 5 homeowners. From the lift station, the liquid waste gets pumped to the common drain field. The Rolling Hills Farm Association is responsible for the construction, installation, and maintenance of the lift station and common drain field. All lift stations and drain fields are located outside the individual homeowner's property within the Preserve. These are the "mounds" that you would normally see on an individual's lot with a septic system. It is a nice feature to not have this mound inside your property taking up space.

This image below should provide a simple illustration of how the common drain field is designed.



Buyer

Buyer

**SUMMARY
OF
THE DECLARATION OF
THE ROLLING HILLS FARM
RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

Declaration. The attached Declaration of the Rolling Hills Farm Residential Property Owners Association is the document that authorizes and creates the Association of property owners. The Association consists of persons who own lots within the subdivision. The Declaration places restrictions on the property and it outlines various obligations and requirements of the Association and individual lot owners. The purpose of the Declaration and the goal of organizing the owners in this manner is to have a system in place to maintain the quality and aesthetics of the subdivision and the community as a whole, and to protect and enhance the value and desirability of the property, including the common areas. The Declaration is recorded against all of the property and lots within the Rolling Hills Farm development.

Association. The Association is an organized group of all of the lot owners within the Rolling Hills Farm development. It is called the "Rolling Hills Farm Residential Property Owner's Association." The affairs of the Association will be governed by a board of directors. The procedures for operating and managing the Association are set forth in the Bylaws.

Declarant. The declarant signs the Declaration. The Declarant is the owner of the property at the time it was approved as a subdivision. Initially, before and during the period when lots are sold, the Declarant will govern the affairs of the Association.

Voting. Each lot owner is entitled to vote on matters brought for a vote at meetings of the Association, subject to certain limitations. For example, lot owners may not be entitled to vote if they are not current in payments of their assessments. No more than one vote per lot is allowed.

Lots and Common Areas. There will be a total of 77 lots within the development. There will be common areas including trails, open spaces, wells, and sanitary systems. The lot owners each will own a 1/77 interest in the common areas. Generally, the Association will oversee the maintenance of the common areas. However, there are some exceptions. The exceptions are set forth in the Declaration.

Maintenance and repair. Generally, each lot owner will be responsible for maintaining, repairing, and replacing all improvements constructed on the lot owner's property. The Association is responsible for the maintaining, repairing and replacing the common areas. Routine repairs and replacements to the common areas will be funded from lot owner assessments. Extraordinary repairs and replacements will be funded from reserve funds if they are available, or from special assessments.

Wells and Septic Systems. There will be shared wells and septic systems. Generally, each lot owner is responsible for repairs and maintenance to the portion of wells and septic systems that serve only the lot owner's individual lot. Lot owners will share equally in the costs of repairs and maintenance to shared portions of the well and septic systems.

Improvements. Lot owners may build and add improvements to the lots, provided the improvements do not interfere with the Conservation Easement or other easements, and provided that the

improvements comply with all other rules, laws, and local ordinances, including zoning ordinances.

Use and restrictions. Lots must be used primarily for residential purposes. Business activities are permitted, provided that the activities are first approved by the Association and do not interfere with other lot owners or cause a nuisance. Lots may be leased, subject to approval by the Association.

3/8/18

Rolling Hills Septic/Well Explanation

Lots 5, 7, 16, 17, 37, 66, 67 and 68.

All have an installed and performing common drain field mound systems.

Purchasers of these remaining lots listed above are financially responsible to have installed a combination tank with aerobic treatment unit (ATU) powered from the homeowner's dwelling. Estimated expense for this tank and installation is \$12,000 to \$13,000. Lot purchasers are also financially responsible for private well installation estimated between \$6,000 and \$8,000.

Remaining Lots for sale at Rolling Hills Farm

These lots will require the developer to install a common drain field mound system at the developer's expense. The Dose tank with pump required to power the common mound system will be powered off Association power. As part of the installation of the common mound system, developer will run pipe and provide connection stubs to each individual lot. The stubs will be capped and marked on each individual lot. When a lot is sold without a common mound system, developer will schedule construction accordingly and then provide service to the sold lot and remaining lots in that specific common mound cluster.

Lot purchasers are financially responsible to have installed a combination tank with aerobic treatment unit (ATU) powered from the homeowner's dwelling. Estimated expense for this tank and installation is \$12,000 to \$13,000. Lot purchasers are also financially responsible for private well installation estimated between \$6,000 and \$8,000.

OWNER
 ROLLING HILLS OF HAMMOND, LLC
 ATTN: DAVE PETERS
 400 S. SECOND STREET
 HUDSON, WI 54016

SURVEYOR
 EDWIN C. FLANUM
 NORTHLAND SURVEYING, INC.
 886 A HWY '85' P.O. BOX 14
 ROBERTS, WI 54023
 PHONE 715-749-1718
 FAX 715-749-1719

ENGINEER
 MATT HIEB
 AUTH CONSULTING AND
 ASSOCIATES
 2920 ENLOE STREET
 HUDSON, WI 54016

N
 BEARINGS ARE REFERENCED TO THE EAST
 DISTANCES ARE REFERENCED TO THE S/C
 MONUMENTED TO THE S/C
 COUNTY COORDINATE SYSTEM

ROLLING HILLS FARM

LOCATED IN THE OF NW1/4 OF THE SW1/4, THE NE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 29, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 32, ALL IN T29N, R17W, TOWN OF HAMMOND, ST. CROIX COUNTY, WISCONSIN.

STORMWATER MANAGEMENT FACILITIES MAINTENANCE PLAN AND OWNER RESPONSIBILITIES:

The stormwater management facilities shall require maintenance and periodic inspections. Recommended practices are as follows:

- Inspections shall be performed annually as well as after major storm events. More frequent inspections of the area are recommended to monitor the area and determine when maintenance tasks should be performed.
- Trash and debris shall not be allowed to clutter the site. Any visible signs of dumping or excessive waste should be properly disposed of.
- Evidence of oil, gasoline, or other pollutants, aside from surface film, warrant further inspection by trained personnel. Any associated clean-up activities should also be provided by the appropriate personnel.
- General policy would be to maintain the created ponds and wetlands, and adjacent areas of the stormwater management facilities in accordance with the Ecological Restoration and Management Program designed for the Preserve (outlets 1, 2, 3 & 4).
- Trees and woody vegetation that may interfere with inspections and further maintenance should be removed from the stormwater management facilities.
- Erosion damage greater than 2 inches should be repaired and stabilized using erosion control measure consistent with the conservation values of the Preserve (rock, planting additional grass, compaction, erosion mat, etc).
- If sediment in the stormwater management facilities accounts for 10-15% of the designed volume, it should be removed, deposited, and stabilized such that it will not reenter the stormwater management facilities. Once the original design has again been achieved, perhaps through grading activities, the area may need to be reseeded to prevent erosion.
- Any overflows that have eroded 4 inches or more should be repaired to the original design elevation.

Property owners shall be responsible for regular maintenance to the facilities located on their property. In the event that significant costs are incurred or expected for larger repairs, said costs would be shared by the property owners of all lots within the subdivision as described in the Declaration of the Rolling Hills Farm Residential Property Owners Association.

#843836
 REGISTER'S OFFICE
 ST. CROIX CO. WIS.
 Received for Record this 5th day
 of February A.D. 2012
 at 11:52 AM
 Volume 11
 Page 13
 [Signature]
 Registrar of Deeds

LEGEND

- ALUMINUM COUNTY SECTION CORNER MONUMENT FOUND
- 1 1/4" X 1/4" IRON REBAR SET, WEIGHING 4.300 LBS PER LINEAR FOOT
- ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" IRON REBAR WEIGHING 1.500 LBS PER LINEAR FOOT.
- 3/4" IRON REBAR FOUND
- MASONRY NAIL FOUND
- 1" O.D. IRON PIPE FOUND
- 2 1/2" O.D. IRON PIPE FOUND
- 2 3/8" O.D. IRON PIPE FOUND
- PROPOSED DRIVEWAY LOCATION
- 12" WIDE UTILITY AND DRAINAGE EASEMENT
- ROADWAY EASEMENT 10' WIDE ALONG SIDE YARD AND 5' WIDE ALONG REAR YARD
- ROADWAY SETBACK (50' FROM R/W OR AS SHOWN)
- H.W.L. = HIGH WATER LINE ELEVATION (100 YEAR EVENT)
- L.B.O. = LOW BUILDING OPENING
- SEPTIC SYSTEM DRAINFIELD EASEMENT: NUMBER SHOWN WITHIN EASEMENT CORRESPONDS WITH THE LOTS IT SERVES. (SEE WELL AND SEPTIC NOTES)

H.W.L. 1058.2

#10 LOTS 33, 34, 35

There are no objections to this plat with respect to Sacs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified November 20, 2011
 [Signature]
 Department of Administration
 UNPLATTED LANDS

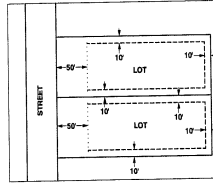
WELL AND SEPTIC NOTES:

ALL WELLS SHALL BE INSTALLED AT A MINIMUM DISTANCE OF 50' FROM SEPTIC DRAINFIELDS SHOWN ON THIS PLAT. THE WELL SHALL ALSO BE INSTALLED AT A MINIMUM DISTANCE OF 25' FROM SEPTIC TANKS.

FURTHER MORE SEPTIC SYSTEMS INSTALLED AFTER A WELL HAS BEEN PREVIOUSLY INSTALLED ON ADJOINING LOTS, THE TANK FOR SAID SEPTIC SYSTEM SHALL BE INSTALLED A MINIMUM OF 25' FROM ANY EXISTING WELL.

ALL LOT OWNERS SHALL BE GRANTED A BLANKET ACCESS AND MAINTENANCE EASEMENT OVER THE OUTLOT IN WHICH THEIR SEPTIC EASEMENT IS LOCATED. SAID EASEMENT IS FOR DIRECT ACCESS TO THEIR SEPTIC EASEMENT AND FOR INSTALLATION AND MAINTENANCE OF ANY PIPING RELATED TO THEIR SEPTIC SYSTEM.

PRIMARY BUILDING SETBACK LINES TYPICAL

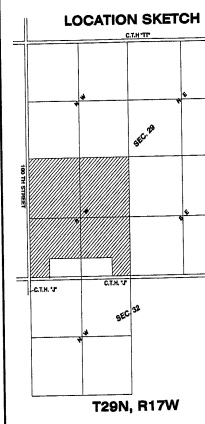


NOTE: NO OWNER OR RESIDENT SHALL DO ANYTHING WHICH WOULD INTERFERE WITH OR CHANGE THE OPERATION OF THE APPROVED COMPREHENSIVE WATER DRAINAGE AND SOIL EROSION PLAN FOR THIS PLAT. THIS INCLUDES BUT IS NOT LIMITED TO BUILDING UPON, OBSTRUCTING, ALTERING, FILLING, OR EXCAVATING OR PLANTING IN ANY PLOT EASEMENTS, WATER DRAINAGE DITCHES, WATER RUNWAYS, WATER CULVERTS, BERMS OR GRASS SEEDINGS.

UTILITY EASEMENTS
 NO POLE OR BORED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE, OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 238.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS SHOWN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

EACH PARCEL SHOWN ON THIS MAP (PLAT) IS SUBJECT TO STATE, COUNTY AND TOWNSHIP LAWS, RULES AND REGULATIONS (I.E., WETLANDS, MINIMUM LOT SIZE, ACCESS TO PARCEL, ETC.), BEFORE PURCHASING OR DEVELOPING ANY PARCEL OF LAND CONTACT THE ST. CROIX COUNTY ZONING OFFICE AND THE HAMMOND TOWN BOARD FOR ADVICE.

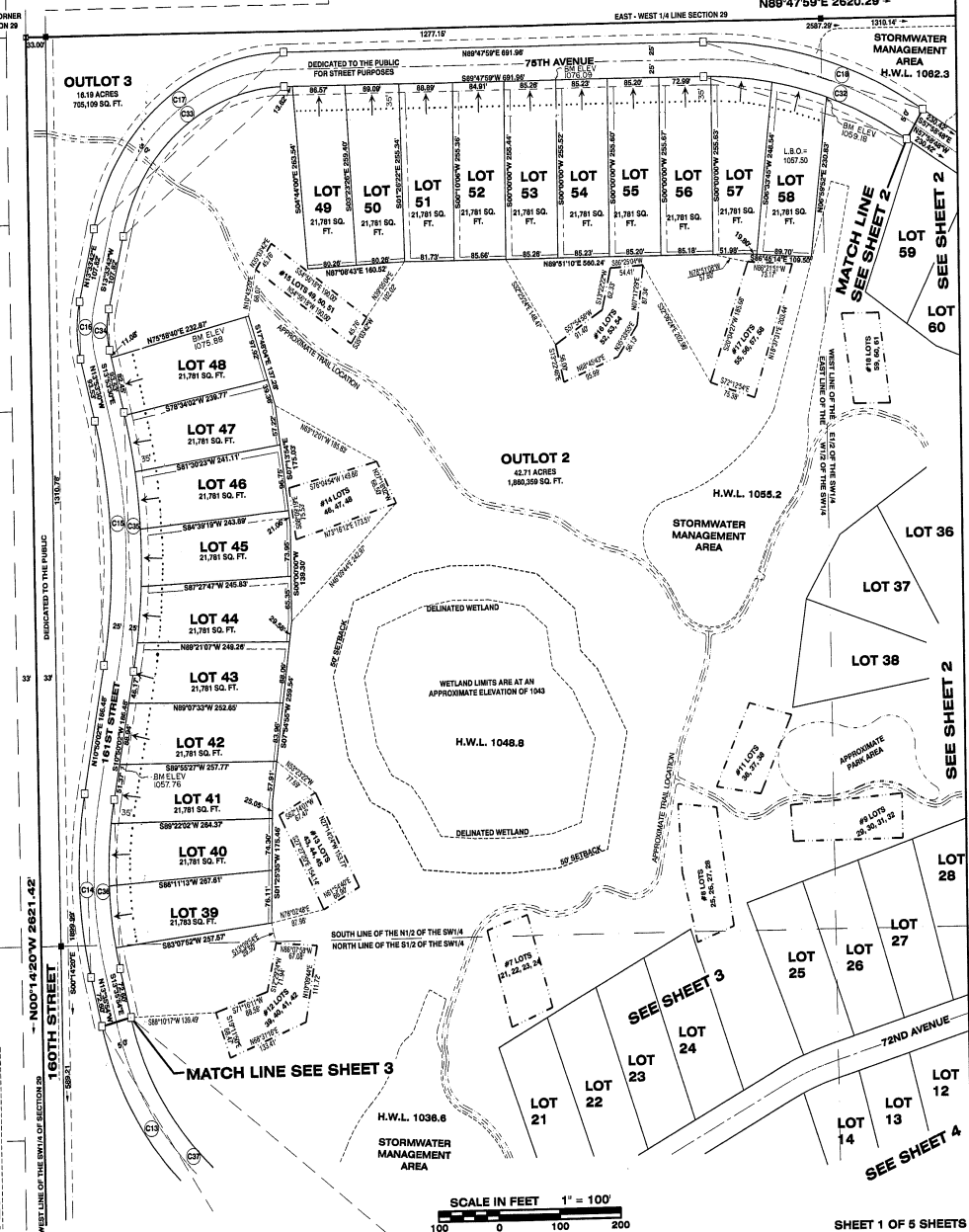
LOT 1 C.S.M. IN VOL. 12, PG. 3293
 LOT 2 C.S.M. IN VOL. 13, PG. 3292



NOTE: BENCHMARKS SHOWN ARE TOP OF SET IRON REBAR



THIS INSTRUMENT DRAFTED BY KEVIN REED
 JOB 94-05 DATE 08-11-04
 REVISED 11-01-06



OWNER
 ROLLING HILLS OF HAMMOND, LLC
 ATTN: DAVE PETERB
 400 S. SECOND STREET
 HUDSON, WI 54018

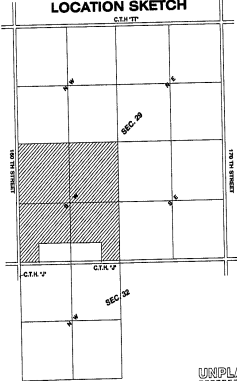
SURVEYOR
 EDWIN C. FLANUM
 NORTHLAND SURVEYING, INC.
 886 A HWY '96' P.O. BOX 14
 ROBERTS, WI 54023
 PHONE 715-749-1718
 FAX 715-749-1719

ENGINEER
 MATT HIEB
 AUTH CONSULTING AND
 ASSOCIATES
 2920 ENLISE STREET
 HUDSON, WI 54016



ROLLING HILLS FARM
 LOCATED IN THE OF NW1/4 OF THE SW1/4, THE NE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 29, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 32, ALL IN T29N, R17W, TOWN OF HAMMOND, ST. CROIX COUNTY, WISCONSIN.

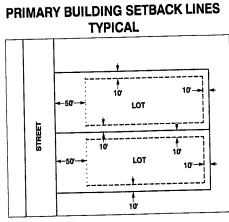
- LEGEND**
- ALUMINUM COUNTY SECTION CORNER MONUMENT FOUND
 - 1 1/4" X 1 1/4" IRON REBAR SET, WEIGHING 4.303 LBS PER LINEAR FOOT
 - ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" X 1/8" IRON REBAR WEIGHING 1.203 LBS PER LINEAR FOOT
 - 3/4" IRON REBAR FOUND
 - MASONRY NAIL FOUND
 - 1" O.D. IRON PIPE FOUND
 - 1 5/8" O.D. IRON PIPE FOUND
 - 2 3/8" O.D. IRON PIPE FOUND
 - PROPOSED DRIVEWAY LOCATION
 - 12' WIDE UTILITY AND DRAINAGE EASEMENT
 - DRAINAGE EASEMENT 10' WIDE ALONG SIDE YARD AND 5' WIDE ALONG REAR YARD
 - ROADWAY SETBACK (50' FROM R/W OR AS SHOWN)
 - H.W.L. = HIGH WATER LINE ELEVATION (100 YEAR EVENT)
 - LOW BUILDING OPENING
 - SEPTIC SYSTEM DRAINFIELD EASEMENT, NUMBER SHOWN WITHIN EASEMENT CORRESPONDS WITH THE LOT'S SERVICES. (SEE WELL AND SEPTIC NOTES)
 - BENCHMARKS SHOWN ARE TOP OF SET IRON REBAR



STORMWATER MANAGEMENT FACILITIES MAINTENANCE PLAN AND OWNER RESPONSIBILITIES:

- The stormwater management facilities shall require maintenance and periodic inspections. Recommended practices are as follows:
- Inspections shall be performed annually as well as after major storm events. More frequent inspections of the area are recommended to monitor the area and determine when maintenance tasks should be performed.
 - Trees and debris shall not be allowed to clutter the site. Any visible signs of dumping or excessive waste should be properly disposed of.
 - Evidence of oil, gasoline, or other pollutants, aside from surface film, warrant further inspection by trained personnel.
 - General policy would be to maintain the created ponds and wetlands, and adjacent areas of the stormwater management facilities in accordance with the Ecological Restoration and Management Program designed for the Preserve (Outlots 1, 2, 3 & 4).
 - Trees and woody vegetation that may interfere with inspections and further maintenance should be removed from the stormwater management facilities.
 - Erosion damage greater than 2 inches should be repaired and stabilized using erosion control measures consistent with the conservation values of the Preserve (rock, planting additional grass, coirpoc, erosion mat, etc.)
 - If sediment in the stormwater management facilities accounts for 10-15% of the designed volume, it should be removed.
 - If sediment in the stormwater management facilities accounts for 10-15% of the designed volume, it should be removed, and stabilized such that it will not reenter the stormwater management facilities. Once the original design has again been achieved, perhaps through grading activities, the area may need to be reseeded to prevent erosion.
 - Any overflow water that have eroded 4 inches or more should be repaired to the original design elevation.

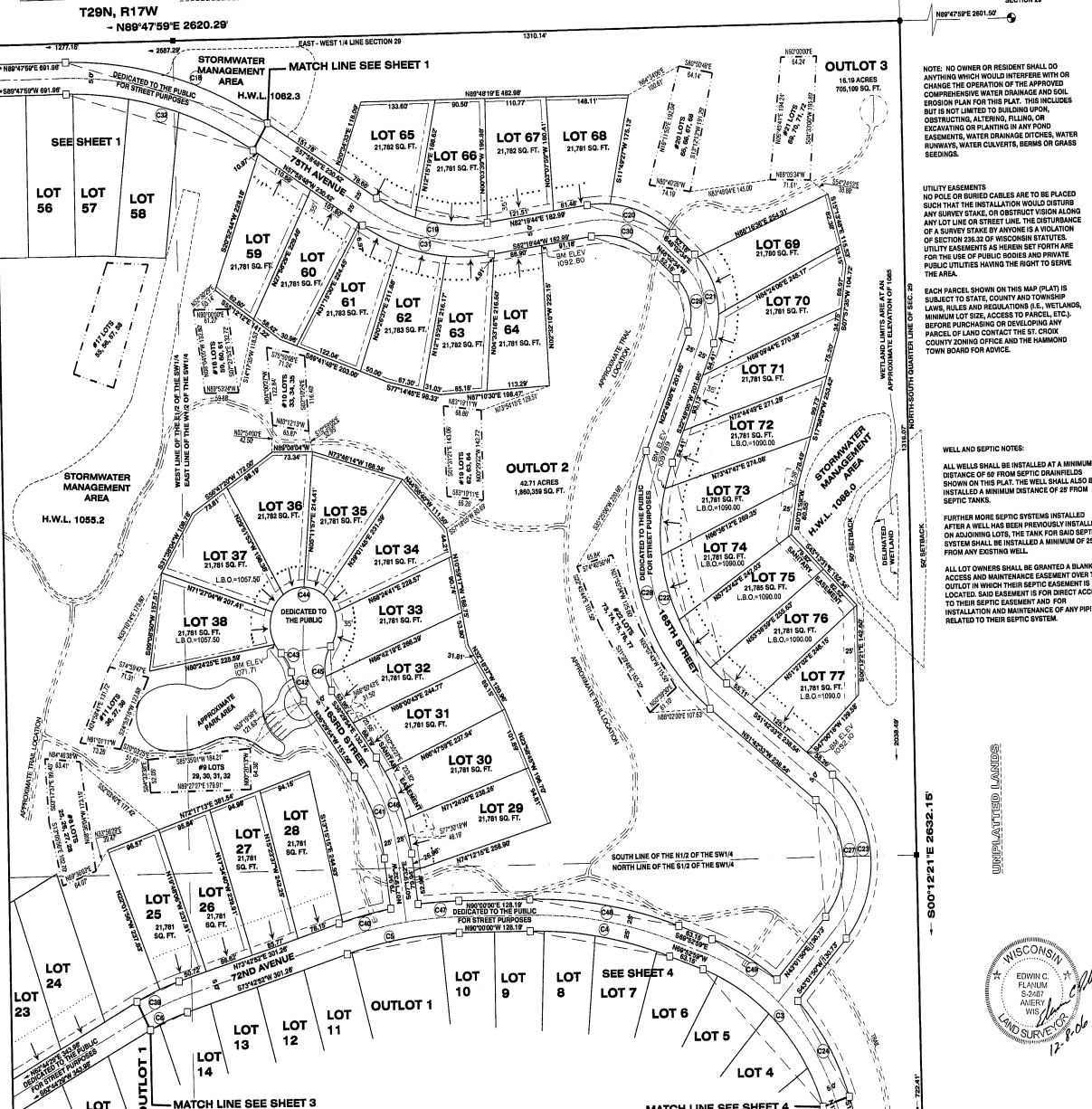
Property owners shall be responsible for regular maintenance to the facilities located on their property. In the event that significant costs are incurred or expected for larger repairs, said costs would be shared by the property owners of all lots within the subdivision as described in the Declaration of the Rolling Hills Farm Residential Property Owners Association.



There are no objections to this plan with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified *Barbara J. Moneys*
 Department of Administration

LOT 1 C.S.M. IN VOL. 18, PG. 4780



NOTE: NO OWNER OR RESIDENT SHALL DO ANYTHING WHICH WOULD INTERFERE WITH OR CHANGE THE OPERATION OF THE APPROVED COMPREHENSIVE WATER DRAINAGE AND SOIL EROSION PLAN FOR THIS PLAT. THIS INCLUDES BUT IS NOT LIMITED TO BUILDING POOL, OBSTRUCTING, ALTERING, FILLING, OR EXCAVATING OR PLANTING IN ANY POOL EASEMENTS, WATER DRAINAGE DITCHES, WATER RUNWAYS, WATER COLLECTORS, BERMS OR GRASS SEEDING.

UTILITY EASEMENTS NO POLE OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE, OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

EACH PARCEL SHOWN ON THIS MAP (PLAT) IS SUBJECT TO STATE, COUNTY AND TOWNSHIP LAWS, RULES AND REGULATIONS (I.E., WETLANDS, MINIMUM LOT SIZE, ACCESS TO PARCELS, ETC.), BEFORE PURCHASING OR DEVELOPING ANY PARCEL OF LAND CONTACT THE ST. CROIX COUNTY ZONING OFFICE AND THE HAMMOND TOWN BOARD FOR ADVICE.

WELL AND SEPTIC NOTES: ALL WELLS SHALL BE INSTALLED AT A MINIMUM DISTANCE OF 25' FROM SEPTIC DRAINFIELDS SHOWN ON THIS PLAT. THE WELL SHALL ALSO BE INSTALLED AT A MINIMUM DISTANCE OF 25' FROM SEPTIC TANKS.

FURTHER MORE SEPTIC SYSTEMS INSTALLED AFTER A WELL HAS BEEN PREVIOUSLY INSTALLED ON ADJOINING LOTS, THE TANK FOR SAID SEPTIC SYSTEM SHALL BE INSTALLED AT A MINIMUM OF 25' FROM AN EXISTING WELL.

ALL LOT OWNERS SHALL BE GRANTED A BLANKET ACCESS AND MAINTENANCE EASEMENT OVER THE OUTLOT IN WHICH THEIR SEPTIC EASEMENT IS LOCATED. SAID EASEMENT IS FOR DIRECT ACCESS TO THEIR SEPTIC EASEMENT AND FOR INSTALLATION AND MAINTENANCE OF ANY PIPING RELATED TO THEIR SEPTIC SYSTEM.

SCALE IN FEET 1" = 100'

THIS INSTRUMENT DRAFTED BY KEVIN REED JOB 08-05
 DATE: 11-11-06, REVISED 11-01-08

SHEET 2 OF 5 SHEETS



OWNER
 ROLLING HILLS OF HAMMOND, LLC
 ATTN: DAVE PETERS
 400 S. SECOND STREET
 HUDSON, WI 54018

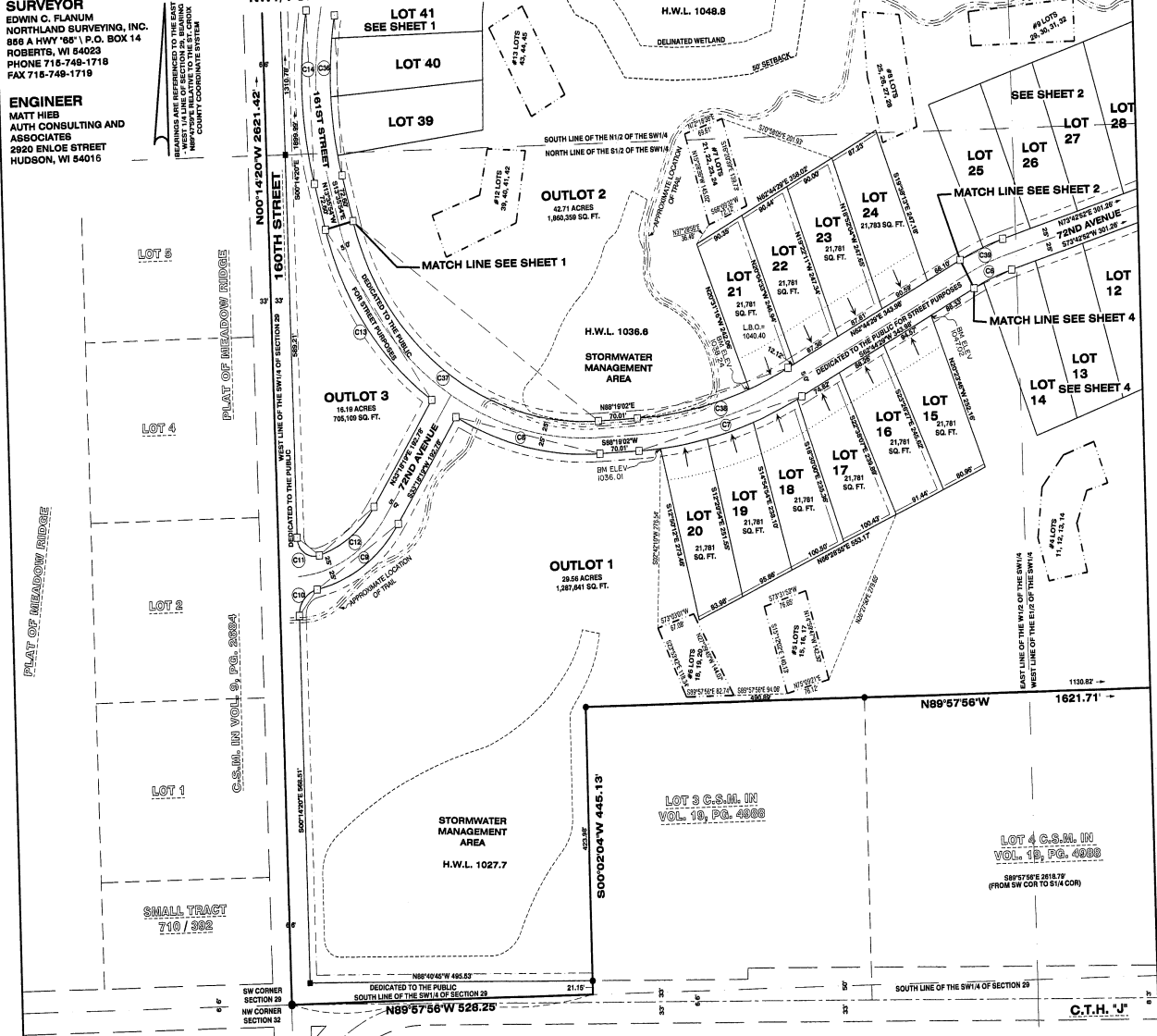
SURVEYOR
 EDWIN C. FLANUM
 NORTHLAND SURVEYING, INC.
 850 A HWY 100^N, P.O. BOX 14
 ROBERTS, WI 54023
 PHONE 715-748-1718
 FAX 715-748-1719

ENGINEER
 MATT HIES
 AUTH CONSULTING AND
 ASSOCIATES
 2920 ENLOE STREET
 HUDSON, WI 54015



ROLLING HILLS FARM

LOCATED IN THE OF NW1/4 OF THE SW1/4, THE NE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 29, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 32, ALL IN T29N, R17W, TOWN OF HAMMOND, ST. CROIX COUNTY, WISCONSIN.



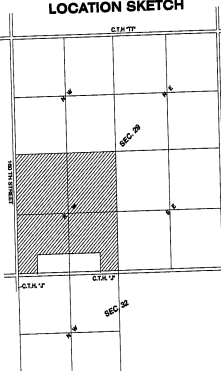
UNPLATTED LANDS

NOTE: NO OWNER OR RESIDENT SHALL DO ANYTHING WHICH WOULD INTERFERE WITH OR CHANGE THE OPERATION OF THE APPROVED COMPREHENSIVE WATER DRAINAGE AND SOIL EROSION PLAN FOR THIS PLAT. 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 COLLECTORS, BEINGS OR GRASS SEEDINGS.

UTILITY EASEMENTS

NOTE: NO POLE OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 284.25 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

EACH PARCEL SHOWN ON THIS MAP (PLAT) IS SUBJECT TO STATE, COUNTY AND TOWNSHIP LAWS, RULES AND REGULATIONS (E.G. WETLANDS, MINIMUM LOT SIZE, ACCESS TO PARCELS, ETC.), BEFORE PURCHASING OR DEVELOPING ANY PARCEL OF LAND CONTACT THE ST. CROIX COUNTY ZONING OFFICE AND THE HAMMOND TOWN BOARD FOR ADVICE.



NOTE

SW ELEV BENCHMARKS SHOWN ARE TOP OF 1069.51 SET IRON REBAR

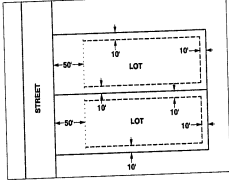
WELL AND SEPTIC NOTES:

ALL WELLS SHALL BE INSTALLED AT A MINIMUM DISTANCE OF 50' FROM SEPTIC DRAINFIELDS SHOWN ON THIS PLAT. THE WELL SHALL ALSO BE INSTALLED A MINIMUM DISTANCE OF 25' FROM SEPTIC TANKS.

FURTHER MORE SEPTIC SYSTEMS INSTALLED AFTER A WELL HAS BEEN PREVIOUSLY INSTALLED ON ADJOINING LOTS, THE TANK FOR SAID SEPTIC SYSTEM SHALL BE INSTALLED A MINIMUM OF 25' FROM ANY EXISTING WELL.

ALL LOT OWNERS SHALL BE GRANTED A BLANKET ACCESS AND MAINTENANCE EASEMENT OVER THE OUTLOT IN WHICH THEIR SEPTIC MAINTENANCE EASEMENT IS LOCATED, SAID EASEMENT IS FOR DIRECT ACCESS TO THEIR SEPTIC EASEMENT AND FOR INSTALLATION AND MAINTENANCE OF ANY PIPING RELATED TO THEIR SEPTIC SYSTEM.

PRIMARY BUILDING SETBACK LINES TYPICAL



- LEGEND**
- ALUMINUM COUNTY SECTION CORNER MONUMENT FOUND
 - 1 1/4" X 1/4" IRON REBAR SET, WEIGHING 4.303 LBS PER LINEAR FOOT
 - ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" X 1/4" IRON REBAR WEIGHING 1.502 LBS PER LINEAR FOOT.
 - 3/4" IRON REBAR FOUND
 - MASONRY NAIL FOUND
 - 1" OD IRON PIPE FOUND
 - 1 5/8" OD IRON PIPE FOUND
 - 2 3/8" O.D. IRON PIPE FOUND
 - PROPOSED DRIVEWAY LOCATION
 - 12" WIDE UTILITY AND DRAINAGE EASEMENT
 - DRAINAGE EASEMENT 15' WIDE ALONG SIDE YARD AND 5' WIDE ALONG REAR YARD
 - ROADWAY SETBACK (50' FROM R/W OR AS SHOWN)
 - H.W.L. = HIGH WATER LINE ELEVATION (100 YEAR EVENT)
 - L.B.O. = LOW BUILDING OPENING
 - SEPTIC SYSTEM GRANFIELD EASEMENT NUMBER SHOWN WITHIN EASEMENT CORRESPONDS WITH THE LOTS IT SERVES (SEE WELL AND SEPTIC NOTES)

STORMWATER MANAGEMENT FACILITIES MAINTENANCE PLAN AND OWNER RESPONSIBILITIES:

- The stormwater management facilities shall require maintenance and periodic inspections. Recommended practices are as follows:
1. Inspections shall be performed annually as well as after major storm events. More frequent inspections of the area are recommended to monitor the area and determine when maintenance tasks should be performed.
 2. Trash and debris shall not be allowed to clutter the site. Any visible signs of dumping or excessive waste should be properly disposed of.
 3. Evidence of oil, gasoline, or other pollutants, aside from surface film, warrant further inspection by trained personnel. Any associated clean-up activities should also be provided by the appropriate personnel.
 4. General policy would be to maintain the created ponds and wetlands, and adjacent areas of the stormwater management facilities in accordance with the Ecological Restoration and Management Program designed for the Preserve (outlots 1, 2, 3 & 4).
 5. Trees and woody vegetation that may interfere with inspections and further maintenance should be removed from the stormwater management facilities.
 6. Erosion damage greater than 2 inches should be repaired and stabilized using erosion control measures consistent with the conservation values of the Preserve (rock, planting additional grass, compaction, erosion mat, etc.)
 7. If sediment in the stormwater management facilities accounts for 10-15% of the designed volume, it should be removed, deposited, and stabilized such that it will not reenter the stormwater management facilities. Once the original design has again been achieved, perhaps through grading activities, the area may need to be reseeded to prevent erosion.
 8. Any overflow weirs that have eroded 4 inches or more should be repaired to the original design elevation.
- Property owners shall be responsible for regular maintenance to the facilities located on their property. In the event that significant costs are incurred or expected for larger repairs, said costs would be shared by the property owners of all lots within the subdivision as described in the Declaration of the Rolling Hills Farm Residential Property Owners Association.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified November 20th 2010
 Patricia D. Pomeroy
 Department of Administration

PREPARED FOR:
 ROLLING HILLS OF HAMMOND, LLC
 ATTN: DAVE PETERS
 400 S. SECOND STREET
 HUDSON, WI 54019

SURVEYOR
 EDWIN C. FLANUM
 NORTHLAND SURVEYING, INC.
 888 A HWY 100¹, P.O. BOX 14
 ROBERTS, WI 54023
 PHONE 715-749-1718
 FAX 715-749-1719

ENGINEER
 MATT HEB
 AUTH CONSULTING AND ASSOCIATES
 2920 ENLOE STREET
 HUDSON, WI 54015



ROLLING HILLS FARM

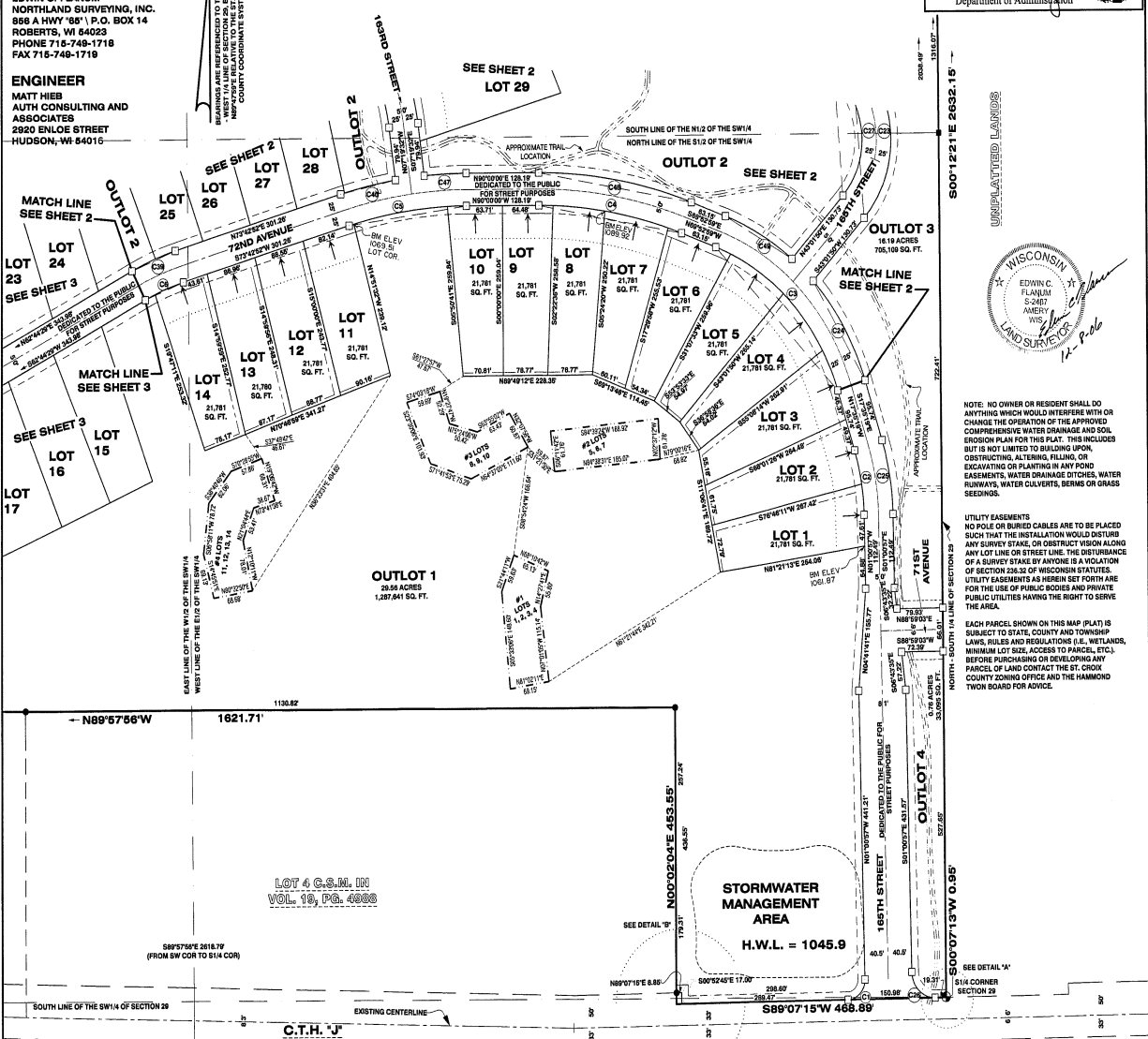
LOCATED IN THE OF NW1/4 OF THE SW1/4, THE NE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 29, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 32, ALL IN T29N, R17W, TOWN OF HAMMOND, ST. CROIX COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Witness my hand and seal this 12th day of June, 2016.

Edwin C. Flanum
 Surveyor

Department of Administration



NOTE: NO OWNER OR RESIDENT SHALL DO ANYTHING WHICH WOULD INTERFERE WITH OR CHANGE THE OPERATION OF THE APPROVED COMPREHENSIVE WATER DRAINAGE AND SOIL EROSION PLAN FOR THIS PLAT. 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.

UTILITY EASEMENTS NO POLE OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE, OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

EACH PARCEL SHOWN ON THIS MAP (PLAT) IS SUBJECT TO STATE, COUNTY AND TOWNSHIP LAWS, RULES AND REGULATIONS (I.E., WETLANDS, MINIMUM LOT SIZE, ACCESS TO PARCELS, ETC.) BEFORE PURCHASING OR DEVELOPING ANY PARCEL OF LAND CONTACT THE ST. CROIX COUNTY ZONING OFFICE AND THE HAMMOND TOWN BOARD FOR ADVICE.

LEGEND

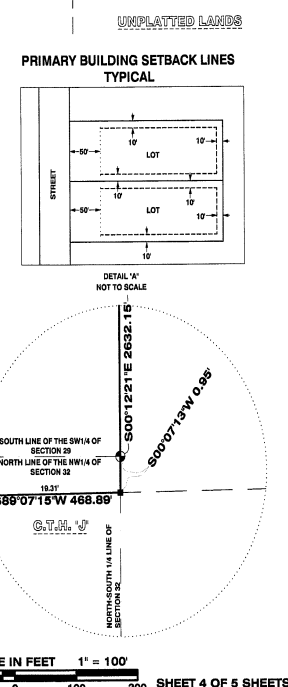
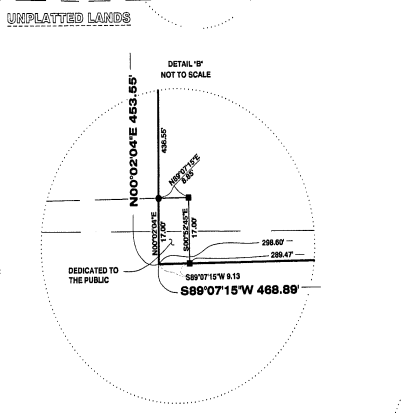
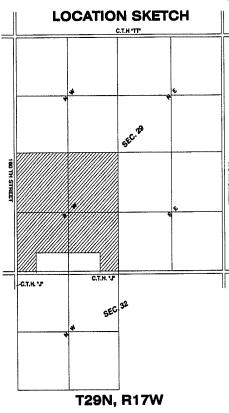
- ALUMINUM COUNTY SECTION CORNER MONUMENT FOUND
- 1 1/2" x 1/2" IRON REBAR SET, WEIGHING 4.303 LBS PER LINEAR FOOT
- ALL OTHER LOT CORNERS MONUMENTED WITH 3/4" x 1/2" IRON REBAR WEIGHING 1.802 LBS PER LINEAR FOOT
- 3/4" IRON REBAR FOUND
- MASONRY NAIL FOUND
- 1" OD IRON PIPE FOUND
- 1 5/8" OD IRON PIPE FOUND
- 2 3/8" O.D. IRON PIPE FOUND
- PROPOSED DRIVEWAY LOCATION
- 12' WIDE UTILITY AND DRAINAGE EASEMENT
- DRAINAGE EASEMENT 10' WIDE ALONG SIDE YARD AND 6' WIDE ALONG REAR YARD
- ROADWAY SETBACK (50' FROM RW OR AS SHOWN)
- H.W.L. = HIGH WATER LINE ELEVATION (100 YEAR EVENT)
- L.B.O. = LOW BUILDING OPENING
- SEPTIC SYSTEM DRAINFIELD EASEMENT, NUMBER SHOWN WITHIN EASEMENT CORRESPONDS WITH THE LOTS IT SERVES (SEE WELL AND SEPTIC NOTES)
- BM ELEV 1069.51
- BENCHMARKS SHOWN ARE TOP OF SET IRON REBAR

WELL AND SEPTIC NOTES:

ALL WELLS SHALL BE INSTALLED AT A MINIMUM DISTANCE OF 50' FROM SEPTIC DRAINFIELDS SHOWN ON THIS PLAT. THE WELL SHALL ALSO BE INSTALLED A MINIMUM DISTANCE OF 25' FROM SEPTIC TANKS.

FURTHER MORE SEPTIC SYSTEMS INSTALLED AFTER A WELL HAS BEEN PREVIOUSLY INSTALLED ON ADJOINING LOTS, THE TANK FOR SAID SEPTIC SYSTEM SHALL BE INSTALLED A MINIMUM OF 25' FROM ANY EXISTING WELL.

ALL LOT OWNERS SHALL BE GRANTED A BLANKET ACCESS AND MAINTENANCE EASEMENT OVER THE OUTLOT IN WHICH THEIR SEPTIC EASEMENT IS LOCATED. SAID EASEMENT IS FOR DIRECT ACCESS TO THEIR SEPTIC EASEMENT AND FOR INSTALLATION AND MAINTENANCE OF ANY PIPING RELATED TO THEIR SEPTIC SYSTEM.



STORMWATER MANAGEMENT FACILITIES MAINTENANCE PLAN AND OWNER RESPONSIBILITIES:

- The stormwater management facilities shall require maintenance and periodic inspections. Recommended practices are as follows:
- Inspections shall be performed annually as well as after major storm events. More frequent inspections of the area are recommended to monitor the area and determine when maintenance tasks should be performed.
 - Trash and debris shall not be allowed to clutter the site. Any visible signs of dumping or excessive waste should be properly disposed of.
 - Evidence of oil, gasoline, or other pollutants, aside from surface film, warrant further inspection by trained personnel. Any associated clean-up activities should also be provided by the appropriate personnel.
 - General policy would be to maintain the created ponds and wetlands, and adjacent areas of the stormwater management facilities in accordance with the Ecological Restoration and Management Program designed for the Preserve (outlots 1, 2, 3 & 4).
 - Trees and woody vegetation that may interfere with inspections and further maintenance should be removed from the stormwater management facilities.
 - Erosion damage greater than 2 inches should be repaired and stabilized using erosion control measures consistent with the conservation values of the Preserve (rock, planting additional grass, compost, erosion mat, etc.).
 - If sediment in the stormwater management facilities accounts for 10-15% of the designed volume, it should be removed, deposited, and stabilized such that it will not reenter the stormwater management facilities. Once the original design has been achieved, perhaps through grading activities, the area may need to be reseeded to prevent erosion.
 - Any overflow water that has eroded 4 inches or more should be repaired to the original design elevation.
- Property owners shall be responsible for regular maintenance to the facilities located on their property. In the event that significant costs are incurred or expected for larger repairs, said costs would be shared by the property owners of all lots within the subdivision as described in the Declaration of the Rolling Hills Farm Residential Property Owners Association.

OWNER
ROLLING HILLS OF HAMMOND, LLC
ATTN: DAVE PETER
400 S. SECOND STREET
HUDSON, WI 54018

ROLLING HILLS FARM
LOCATED IN THE OF NW1/4 OF THE SW1/4, THE NE1/4 OF THE SW1/4, PART OF THE SW1/4 OF THE SW1/4, AND PART OF THE SE1/4 OF THE SW1/4 ALL IN SECTION 29, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 32, ALL IN T29N, R17W, TOWN OF HAMMOND, ST. CROIX COUNTY, WISCONSIN.

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21 (1) & (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified *November 12, 2006*
Dave Peter
Department of Administration

SURVEYOR

EDWIN C. FLANUM
NORTHLAND SURVEYING, INC.
886 A HWY '65' P.O. BOX 14
ROBERTS, WI 54023
PHONE 716-749-1718
FAX 716-749-1719

ENGINEER

MATT HIEB
AUB CONSULTING AND
ASSOCIATES
2920 ENLOE STREET
HUDSON, WI 54016

CURVE DATA TABLE

Table with columns: CURVE NUMBER, LOT NUMBER, RADIUS, CENTRAL ANGLE, CHORD BEARING, CHORD LENGTH, ARC LENGTH, TANGENT IN, TANGENT OUT. Contains detailed curve data for lots 1 through 49.

SURVEYOR'S CERTIFICATE

I, Edwin C. Flanum, Registered Wisconsin Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, the subdivision regulations of St. Croix County and the Town of Hammond and under the direction of Rolling Hills of Hammond LLC, owner of the land described on this plat, I have surveyed, divided and mapped ROLLING HILLS FARM; that this plat correctly represents the exterior boundaries and the subdivision of the land surveyed; and that this plat is located in the NW1/4 of the SW1/4, the NE1/4 of the SW1/4, part of the SW1/4 of the SW1/4, and part of the SE1/4 of the SW1/4, in Section 29, and in part of the NE1/4 of the NW1/4 in Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin; described as follows:

Beginning at the West 1/4 Corner of said Section 29; thence N89°47'59"E, along the east-west 1/4 line of said section 29, 2620.29 feet to the north-south 1/4 line of said section 29; thence S00°12'21"E, along said north-south 1/4 line, 2632.16 feet to the South 1/4 Corner of said section 29; thence S00°07'13"W, along the north-south 1/4 line of said section 32, 0.35 feet to the north right of way of County Trunk Highway 'J'; thence S89°07'15"W, along said north right of way, 468.89 feet to the east line of Certified Survey Map Recorded in Volume 19, Page 468B of the St. Croix County Register of Deeds Office; thence N00°02'04"W, along said east line, 453.55 feet to the north line of said Certified Survey Map; thence N89°57'58"W, along said north line, 1621.71 feet to the west line of said Certified Survey Map; thence S00°02'04"W, along said west line, 445.13 feet to the south line of said SW1/4; thence N89°57'58"W, along said east-south line, 528.20 feet to the Southwest Corner of said section 29; thence N00°14'20"W, along the west line of the SW1/4 of said section 29, 2621.42 to the point of beginning. Described parcel contains 141.44 acres (6,161,269 sq. ft.).

Parcel is subject to County Trunk Highway 'J' and Town Road (70th Avenue and 160th Street) right-of-way.

WISCONSIN
EDWIN C. FLANUM
S-287
ALBERT
LAND SURVEYOR
12-8-06

TOWN BOARD RESOLUTION

Resolved, that the Plat of ROLLING HILLS FARM in the Town of Hammond, Rolling Hills of Hammond LLC, owner, is hereby approved by the Town Board.
Keneth Peterson 12/11/06
Keneth Peterson, Town Chairman Date

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Hammond.

Scott Heintoch 12-11-06
Scott Heintoch, Town Clerk Date

TOWN TREASURER'S CERTIFICATE

STATE OF WISCONSIN
COUNTY OF ST. CROIX
I, Kathleen Gusk, being the duly elected, qualified and acting Town Treasurer of the Town of Hammond, hereby certify that the records in my office show no unrecorded taxes and special assessments as of 12/11/06 affecting the land included in the plat of ROLLING HILLS FARM.
Kathleen Gusk 12/11/06
Kathleen Gusk, Town Treasurer Date

VILLAGE OF HAMMOND EXTRATERRITORIAL APPROVAL

Resolved, that the Plat of ROLLING HILLS FARM in the Town of Hammond, Rolling Hills of Hammond LLC, owner, is hereby approved by the Hammond Village Board.
Thomas Kinney 12-11-06
Approved: Thomas Kinney, Village President Date
Thomas Kinney 12-11-06
Thomas Kinney, Village President Date

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Hammond.

Wanda M. Matheson 12-11-2006
Wanda Matheson, Village Clerk Date

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN
COUNTY OF ST. CROIX
I, Cheryl Steid, being the duly elected, qualified and acting Treasurer of St. Croix County, do hereby certify that the records in my office show no unrecorded taxes and special assessments as of 12/11/06 affecting the land included in the plat of ROLLING HILLS FARM.
Cheryl Steid 12/12/06
Cheryl Steid, County Treasurer Date

ST. CROIX COUNTY ZONING APPROVAL CERTIFICATE

Resolved, that the plat of ROLLING HILLS FARM in the Town of Hammond, Rolling Hills of Hammond LLC, owner, is hereby approved by the St. Croix County Zoning Administrator.
Robert Beatz 2/5/07
Robert Beatz, Zoning Administrator Date

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Rolling Hills of Hammond, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, as owner, does hereby certify that said corporation caused the land described on the plat of ROLLING HILLS FARM to be surveyed, divided, mapped and dedicated as represented on this plat.
Rolling Hills of Hammond, LLC, does further certify that this plat is required by §236.10 or §236.12 to be submitted to the following for approval or objection: St. Croix County Planning and Zoning Committee, the Town of Hammond, the Village of Hammond and the Department of Administration.
In witness whereof, the said Rolling Hills of Hammond, LLC, has caused these presents to be signed by Dave Peter, President, at HUDSON, WISCONSIN and to corporate seal to be hereunto affixed on this 12th day of NOVEMBER 2006.

In the presence of:
Rolling Hills of Hammond LLC
Dave Peter 12-11-06
Dave Peter, President
Wanda M. Matheson
Wanda M. Matheson

STATE OF WISCONSIN, JSS COUNTY OF ST. CROIX

Personally came before me this 11th day of December 2006, Dave Peter, President of the above named corporation, to me known to be the person who executed the foregoing instrument and he informed me that he is the duly authorized officer of said corporation, and acknowledged that he executed the foregoing instrument as his officer of said corporation, by his signature.

Pamela A. Willman
Notary Public, St. Croix, Wisconsin
My commission expires 2-28-07

Pamela A. Willman
Notary Public
State of Wisconsin

844269

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

RECEIVED FOR RECORD

02/12/2007 11:00AM

COVENANTS
EXEMPT #

REC FEE: 51.00

TRANS FEE:

COPY FEE:

CC FEE:

PAGES: 21

Document No.

**DECLARATION OF THE ROLLING HILLS
FARM RESIDENTIAL PROPERTY
OWNERS ASSOCIATION**

Return to:
Rolling Hills of Hammond, LLC
Attn. Mr. Dave Peters *DP*
135 South Second Street
Hudson, WI 54016

018-1065-20-000; 018-1065-30-000

018-1065-40-050; 018-1065-50-025

Parcel Numbers

Plat of Rolling Hills Farm, recorded in the Office of the Register of Deeds of St. Croix County, Wisconsin, on February 5, 2007, in Volume 11 of Plats, page 19, Document No. 843836, located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the of the SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ all in Section 29, and part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin.

Lots 1 thru Lots 77

**DECLARATION OF THE ROLLING HILLS FARM
RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

THIS DECLARATION ("Declaration") is made this 6th day of February, 2007, by **Rolling Hills of Hammond, LLC**, a Minnesota limited liability company (the "Declarant").

**ARTICLE I
DECLARATION**

Declarant hereby declares that it is the sole owner of the Land known as Rolling Hills Farm Conservation Community (as defined in Section 2.02) and all easements, rights, and appurtenances pertaining thereto (collectively the "Property"), and further declares that the Property and all of the Lots (as defined in Section 2.03) shall be hereafter subject to this Declaration and that the Association described in Section 2.01 shall be and hereby is created by this Declaration.

**ARTICLE II
NAME; DESCRIPTION OF PROPERTY**

2.01. Name. The name of the residential property owners association created by this Declaration shall be the "Rolling Hills Farm Residential Property Owners Association" (the "Association"). The Association shall be a non-incorporated association of property owners until such a time as the Association may, by affirmative majority vote, incorporate as a Wisconsin non-stock corporation.

2.02. Legal Description. The land comprising the Property (the "Land") is located in the Township of Hammond, St. Croix County, Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03. Lots. The Property shall include individually numbered Lots (the "Lot" or "Lots") as set forth and identified on the Final Plat of Rolling Hills Farm.

2.04. Address. The principal address of the Association shall be Rolling Hills of Hammond, LLC, 1551 Payne Avenue, St. Paul, Minnesota 55130.

**ARTICLE III
COMMON AREAS**

3.01. Common Areas. The common areas (the "Common Areas") include the following:

(a) All Common Areas labeled or otherwise identified as such on the Final Plat of the Rolling Hills Farm subdivision (the "Final Plat") or otherwise designated as such by the Association;

(b) All Land, open spaces, parks, and improvements that are not part of a Lot, including the "Preserve" as defined and described in the Conservation Easement recorded against the Land;

(c) Paved sidewalks, private streets, pedestrian trails, hiking trails, and walkways, if any, that are not part of a Lot; and

(d) Mailbox islands designated as Common Areas by the Association

3.02. Conflict Between Boundaries.

(a) If any portion of the Common Area shall encroach upon any Lot, or if any Lot shall encroach upon any other Lot or upon any Common Area as a result of duly authorized construction, reconstruction, or repair of a Lot or Common Area or any building or improvement located thereon, then a valid easement for the encroachment and for its maintenance and repair shall exist so long as such building or improvement stands; provided, however, that if any such encroachment or easement materially impairs any Lot owner's enjoyment of the Lot owned by such Lot owner or of the Common Areas in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Lot owner or to the Association within ninety (90) days of the discovery of the encroachment.

(b) Following any change in the location of the boundaries of Lots under this Section 3.02, the square footages of all affected Lots or Common Areas shall continue to be determined by the square footages, if any, shown on the Final Plat for all purposes under this Declaration.

ARTICLE IV PERCENTAGE INTERESTS; VOTING

4.01. Percentage Interests. The undivided percentage interest in the Common Areas, appurtenant to each Lot, shall be a percentage equal to one (1) divided by the total number of Lots, unless otherwise specified herein. Initially, each Lot's percentage shall be 1.3%, which represents a 1/77th interest.

4.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Lot shall be deemed to include the Lot owner's undivided percentage interest in the Common Areas and in any insurance proceeds or condemnation awards, even though such interest is not expressly described or referred to therein. By accepting a deed to a Lot, the Lot owner agrees to be bound by this Declaration and rules adopted by the Association.

4.03. Voting. The vote of each Lot owner at meetings of the Association (as defined in Article V) shall be equal to the percentage of interest in the Common Areas pertaining to such Lot.

4.04. Multiple Owners. If there are multiple owners of any Lot, their votes shall be counted in the manner provided in the bylaws; otherwise, there shall be no more than one vote per Lot.

4.05. Limitations on Voting Rights. No Lot owner shall be entitled to vote on any matter submitted to a vote of the Lot owners until the Lot owner's name and current mailing address, and the name and address of the Mortgagee of the Lot, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Lot owner from voting on any matter submitted to a vote of the Lot owners if the Association has recorded a statement of lien against the Lot and the amount necessary to release the lien has not been paid at the time of the voting. The Association may record any such lien in the same manner as a condominium lien under Chapter 703, Wis. Stats.

ARTICLE V
RESIDENTIAL PROPERTY OWNERS ASSOCIATION

5.01. General. Following the conveyance of the first Lot to any person other than Declarant, all Lot owners shall be entitled and required to be a member of an association of Lot owners known as the "Rolling Hills Farm Residential Property Owners Association" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Areas and the Preserve, subject to easements, including without limitation the Conservation Easement recorded against the Land. Such management may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose, or the hiring of a manager or management company. Initially, the Association shall not be incorporated. However, if approved by a majority consent of Lot owners, the Association shall be incorporated as a nonprofit corporation or a non-stock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation (the "Articles"), if any, and bylaws (the "Bylaws"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law") if applicable. The Association's activities in the Preserve shall be governed by the Conservation Easement and the Rolling Hills Farm Conservation Community Ecological Restoration and Management Program (the "Ecological Program"). All Lot owners, tenants of Lot owners, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of and all rules and regulations adopted by the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, if any, the Bylaws, and the Conservation Easement over the Preserve. The Association shall have the exclusive right to promulgate reasonable Rules and Regulations from time to time for the benefit of the Property, the Lots and Lot owners, and for the purpose of enhancing property values by maintaining and improving the Common Areas and the development as a whole. If such rules are duly promulgated after vote of the Lot owners, the Association shall distribute to each Lot owner the updated version of such Rules and Regulations upon any amendment or modification thereof. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Lot owners unless otherwise stated in such amendment or modification.

5.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Association and make all decisions related to the Land, the Property and the Lots and pay all expenses thereof until a Lot has been sold to any person or entity other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Lot has been sold to any person or entity other than the Declarant, except as provided in Section 5.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, this Declaration, and the Conservation Easement from the date the first Lot is conveyed by the Declarant to any person or entity other than Declarant, until the earliest of: (a) five (5) years from such date, unless applicable law requires otherwise, in which case such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Lots to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

5.03. Board of Directors. The affairs of the Association shall be governed by a board of directors. The Declarant shall comprise the entire board of directors prior to the conveyance of twenty Lots. After Declarant sells its twentieth Lot, Declarant shall appoint another director who is a Lot owner, and both shall serve as directors until the Declarant sells its fortieth Lot. After the Declarant sells its fortieth Lot, the

Association shall hold a meeting and the Lot owners other than the Declarant shall elect at least one but not more than two additional directors. After the Declarant sells its sixtieth Lot, the Association shall hold a meeting and the Lot owners other than the Declarant shall elect an additional director or directors so that there are a total of five directors. Declarant may elect, at its sole option, to remain a director until the Declarant sells its last remaining lot.

5.04. Maintenance and Repairs.

(a) **Common Areas.** The Association shall be responsible for the management and control of the Common Areas, including the Preserve, and shall maintain the same in good, clean, and attractive order and repair. All management, maintenance and repairs associated with the Preserve shall be in accordance with the Ecological Program implemented for the Preserve. In addition, the Association shall be responsible for providing, maintaining, and snow plowing all sidewalks, designated parking areas; and the maintenance, repair, and replacement of all outdoor amenities located upon the Common Areas, including lawns, landscaping, sidewalks, parks, pavilions, bicycle paths, foot paths, trails, driveways, and parking areas, if any.

(b) **Lots.** Each Lot owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Lot owner's Lot (including all utility systems, water and sewer systems, and electrical, heating, and air conditioning systems serving such Lot, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 7.01. Each Lot owner shall at all times keep the Lot in good condition and repair. If any Lot or portion of a Lot for which a Lot owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Areas, the Association, upon fifteen (15) days' prior written notice to the Lot owners of such Lot, shall have the right to correct such condition or to restore the Lot to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Lot for the purpose of doing so, and the Lot owners of such Lot shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Lot as a Special Assessment under Section 5.07.

(c) **Damage Caused by Lot Owners.** To the extent (i) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Areas or a Lot is required as a result of the negligent, reckless, or intentional act or omission of any Lot owner, tenant, or occupant of a Lot owner or Lot, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Area is required as a result of an alteration to a Lot by any Lot owner, tenant, or occupant of a Lot, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Areas following any alteration of a Common Area required by this Declaration, or the removal of any such alteration, the Lot owner that committed the act or omission or that caused the alteration, or the Lot owners of the Lot occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration. If damage occurs in the Preserve, repair or restoration shall be carried out in accordance with terms and procedures set forth in the Conservation Easement and Ecological Program.

(d) **Well Systems.** Each Lot owner shall be exclusively responsible for all maintenance and repairs associated with the well system and related components (“well system”) serving the Lot owner’s Lot. Lot owners who share a well system shall share equally in the maintenance and repairs to the shared portions of the well system, such as the well casing, subject to Section 5.04(c). However, each Lot owner is solely responsible for all portions of the well system serving only that Lot owner’s Lot. Notwithstanding the above provisions, the Association shall have full authority to enter a Lot and make repairs to any portion of the well system if, in the sole discretion of the board of directors, such repairs are necessary or reasonably prudent to prevent or minimize damage or potential damage to the well system, another Lot, or Common Areas, in which event the Lot owner or owners shall reimburse the Association for all costs and expenses associated therewith, subject to the notice and lien provisions of Section 5.04(b).

(e) **Sanitary Systems.** “Sanitary System” shall mean the sewage treatment systems servicing the Property and shall include, without limitation, the drain fields, drain field dosing tanks, recirculation tanks, filter tanks, septic tanks, air blowers, control panels, manholes, metering manholes, and all related systems and improvements. Each Lot owner shall be exclusively responsible for all maintenance and repairs associated with the Sanitary System and related components that serve the Lot owner’s Lot and specifically including the service lines, piping, equipment and fixtures (including grinder pumps) located on the Lot and designed to provide service exclusively to that Lot. Lot owners who share a sanitary system shall share equally in the maintenance and repairs to the shared portions of the sanitary system, subject to Section 5.04(c). Notwithstanding the above provisions, the Association shall have a perpetual easement over and across all Lots and full authority to enter a Lot and make repairs to the Sanitary System if, in the sole discretion of the board of directors, such repairs are necessary or reasonably prudent to prevent or minimize damage or potential damage to the Sanitary System, another Lot, or Common Areas, in which event the Lot owner or owners shall reimburse the Association for all costs and expenses associated therewith, subject to the notice and lien provisions of Section 5.04(b). All Lot owners must comply with reasonable requests by St. Croix County related to maintenance, upkeep, repairs, and inspections of septic systems. All Lot owners shall comply with the Sanitary System Management Plan imposed by local and state agencies. With respect to all Lots served by a “Private Onsite Wastewater Treatment Systems Program” (“POWTS”), the following shall apply: (i) the Owner of a Lot served by a POWTS shall be responsible for ensuring that the operation and maintenance of the POWTS occurs in accordance with Wisconsin Administrative Code, Commerce Chapter 83, and the approved management plan under Sec. Comm. 83.54(1); (ii) a POWTS that is not maintained in accordance with the approved management plan or as required under Sec. Comm. 83.54(4) will be considered by the Wisconsin Department of Commerce to be a human health hazard; and (iii) the Owner of a Lot served by a POWTS shall be responsible for submitting a maintenance verification report acceptable to St. Croix County for maintenance tracking purposes, at intervals deemed by the county to be appropriate for the components utilized in the POWTS. The operation and continuous maintenance of the Sanitary System is the responsibility of each Lot owner and shall be carried out in a manner described by the “Sanitary System Management Owner Guidelines and Procedures” and attached as Appendix F to the Ecological Program. The Association shall be responsible for operation, maintenance and repair of the portions of the Sanitary System that do not exclusively serve an individual Lot, and portions of the Sanitary System that are designated as Common Elements.

(f) **Trails.** The Association shall maintain the trails within the Property, keep them in good condition and repair, and ensure that continued access is provided to Lot owners.

5.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management, repair, and maintenance of the Common Areas and other areas described herein as being owned by or under the ordinary care and responsibility of the Association shall be deemed to be common expenses (the "Common Expenses") including, without limitation, expenses incurred for the following: implementation of the Ecological Program for the Preserve; landscaping and lawn care of Common Areas; snow shoveling and plowing of Common Areas; improvements to the Common Areas; common grounds security lighting; municipal utility services, trash collection and other services provided to the Common Areas; water courses and stormwater ponds; wetlands; and maintenance and management salaries and wages associated therewith.

(a) **Reserved.**

(b) **Stormwater Management Facilities and Erosion Control Systems.** The Association shall be responsible for ongoing maintenance and repair of all stormwater management facilities and erosion control structures and devices located in the Common Areas and the expenses associated with such maintenance and repair shall be a Common Expense. The Association or its designated agents shall have the power and responsibility to determine what measures are appropriate to adequately and responsibly maintain the said devices and to assess, levy against, and collect from each Lot a proportionate share of the cost of said maintenance and repairs as and when necessary. Ongoing maintenance and repair activities are prescribed in Section 4.1 of the Ecological Program and titled "Stormwater Facilities Maintenance Plan and Owners Responsibilities" ("Stormwater Plan").

5.06. General Assessments. The Association shall levy annual general assessments (the "General Assessments") against the Lot owners for the purpose of maintaining a fund from which Common Expenses shall be paid. The General Assessments against the Lot owners shall be assessed in proportion to their percentage interests in the Common Areas, except that until occupancy permits have been issued for all Lots, the General Assessments for insurance premiums, as explained in Article VII herein, shall be levied evenly against all Lots for which occupancy permits have been issued. General Assessments shall be due in advance upon request by the Association on an annual basis, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Lot on which it is assessed if a statement of lien is filed within two (2) years after the assessment becomes due, in the same manner as provided in 703.15(2)(c) of the Wisconsin Statutes, and for such purpose a Lot shall be treated as if it were a condominium unit. No General Assessments shall be assessed against any Lot owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Lot owner other than Declarant shall not exceed the amount that Lot owner would be charged if Declarant's Lots were subject to full General Assessments, based on the annual operating budget then in effect. Thus, during the period of Declarant Control, the Association shall ensure that no individual Lot owner is required to pay more than the individual Lot owner's proportionate share of General Assessments. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Lot owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a reserve account, (a) no reserve fund assessments shall be levied against any Lot until a certificate of occupancy has been issued for that Lot, and (b) payment of any reserve fund assessments against any Lot owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Lot, or (ii) five years from the date exterior construction of the Building in which the Lot is located has been completed.

5.07. Special Assessments. The Association may, when necessary as result of an emergency or unexpected event, levy special assessments (the "Special Assessments") against the Lot owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 8 and Section 11; for defraying the cost of improvements to the Common Areas; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 5.04 and Article XII, or for any other purpose for which the Association may determine a Special Assessment is necessary for the improvement or benefit of the Property, following a proper vote of Lot owners as set forth in the Bylaws. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Lot on which it is assessed if a statement of is filed within two (2) years after the Special Assessment becomes due as provided in the Section 5.06.

5.08. Common Surpluses. If surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 8.06 and Section 9.06, such Common Surpluses may be credited against the Lot owners' General Assessments in proportion to their respective percentage interests in the Common Areas, and in proportion to amounts actually paid by individual Lot owners, or such surplus may be used for any other purpose as the Association may determine.

5.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Lot (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

ARTICLE VI CONSTRUCTION, CARE AND USE RESTRICTIONS

6.01. Lot Improvements, Alterations and Construction.

(a) No Lot upon the Property may be further subdivided. A Lot owner may make improvements and alterations upon the Lot owner's Lot; provided, however, that such improvements or alterations shall not impair or interfere with any easement, including without limitation the Conservation Easement recorded against the Property, and any such improvement or alteration must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Lots and the Common Areas, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) All plans for improvements or construction of any type must be approved in writing by the Declarant or its designated agent during the period of Declarant control as set forth in Section 5.02, and thereafter by the Board of Directors. In granting or denying approval, Declarant or its designated agent may consider any and all factors that it deems relevant.

(c) If a Lot owner acquires all of one or more adjoining Lots or other Lots identified in the Final Plat, the Lot Owner's percentage interest in the Common Areas and for all other purposes provided herein shall be equal to the number of Lots so combined divided by the total number of Lots, and as otherwise provided in Section 5.01 above.

(d) The construction of a home or accessory building upon a Lot shall be completely finished on the exterior within twelve (12) months after the date of commencement of construction.

(e) Landscaping, other than seeding or sodding areas disturbed by construction, shall not be required. Seeding and sodding must be completed within twelve (12) months after completion of construction, unless the Declarant or the Association require earlier completion for purposes of erosion control. Once construction has commenced, Lot owners and their agents shall be responsible for maintaining erosion control as required by the Township and the St. Croix County Land and Water Conservation Department.

(f) Certain plants, due to their potential to invade and harm to the Preserve, shall not be planted or permitted to remain on any Lot. Plants that are specifically prohibited are identified on Appendix D of the Ecological Program. Preferred plants are identified on Appendix E of the Ecological Program.

(g) Telephone, cables, electrical and gas services to a Lot shall be buried underground.

(h) All driveways must be constructed in accordance with the specifications of Hammond Township.

6.02. Storm Water and Erosion Control.

(a) Each Lot owner shall be responsible for proper care of the Lot and proper conservation practices, which shall include water run-off and erosion control as reasonably established by the St. Croix County Land and Water Conservation Department. Each Lot owner shall be responsible for ensuring that the drainage of surface water is not altered so as to adversely affect the Common Areas including the Preserve, the Property, or other Lots. Each Lot owner shall be responsible for keeping silt on their own property and ensuring that the drainage of surface water is not changed so as to adversely effect the Property or other Lots. During the period of construction on a Lot, all erosion control procedures necessary to meet the performance standards of Department of Commerce publication *Comm. 21.125 3a* shall be properly implemented, installed and maintained by the Lot owner and his or her agents, and by the building permit applicant. If erosion occurs after construction activities have ceased, adequate erosion control measures shall be implement immediately by the Lot owner.

(b) A professionally engineered storm water management plan titled "Stormwater Pollution Prevention Plan for Rolling Hills Farm" and attached as Appendix G of the Ecological Program was created and implemented for the Rolling Hills Farm subdivision. There are ponding easements, wetland areas, and drainage easements in various locations on the Property and throughout the Common Areas and at side lot lines of the Lots, some of which are depicted on the Plat. No Lot owner shall fill, alter or interfere with any wetland areas, drainage easements, erosion control devices, or ponding areas wherever located.

6.03. Use and Restrictions on Use of Lot. Each Lot shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no

more than two unrelated persons. Business activities may be conducted on a Lot with prior approval of the Association, provided however, that such activities do not create a nuisance or unreasonably interfere with the use and enjoyment of other Lots. All activities shall comply with local ordinances, state statutes, and the Rules and Regulations promulgated by the Association.

6.04. Nuisances. No Noxious or offensive activities shall be conducted or permitted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any of the neighborhood. No nuisances shall be allowed anywhere upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Property by the Lot owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 7.01. All parts of every Lot shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Lot owner shall permit any use of its Lot or of the Common Areas that increases the cost of insuring the Property.

6.05. Lease of Lots. Each Lot or any part thereof may be rented by written lease, provided that

- (a) The term of any such lease shall not be less than four (4) months;
- (b) The Lot owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- (c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement, providing that the lease is subject and subordinate to the same; and
- (d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement; and the past use by the tenant or its invitees or guests of any part of the Property in a manner offensive or objectionable to the Association or other occupants of the Property by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Lot, each Lot owner of such Lot shall remain liable for the compliance of the Lot, such Lot owner and all tenants of the Lot with all provisions of this Declaration, the Bylaws, the Rules and Regulations of the Association, and the Conservation Easement, and shall be responsible for securing such compliance from the tenants of the Lot. The Association may require that a copy of each lease of all or any part of a Lot be filed with the Association. The restrictions against

leasing contained in this Section 6.05 shall not apply to leases of the Lots by the Declarant or leases of the Lots to the Association.

6.06. Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows: one sign no greater than ten (10) square feet in size advertising a Lot for sale; otherwise, no sign shall be displayed without the written consent of the Association and, if Declarant owns at least one Lot, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Property, small signs (less than 8 square feet) interpreting the property's ecology, and to erect appropriate signage for the sales of Lots.

6.07. Temporary Structures. No temporary structures will be permitted on any Lot without prior approval in writing by the Declarant or its designated agent during the period of Declarant control as set forth in Section 5.02, and thereafter by the Board of Directors.

6.08. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. Trash, garbage, and other waste shall not be kept except in sanitary containers. Outdoor dumpsters shall not be allowed other than for construction, on a temporary basis. All other disposal containers shall be kept in a clean and sanitary condition and stored in an unobtrusive manner.

6.09. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

6.10. Pets and Animals. Pets are permitted in accordance with the current applicable Rules and Regulations. Only dogs, cats, birds, and other animals that are customarily considered pets may be kept on the Property as domestic pets. Pets shall be restricted and not permitted to run at large. No livestock or horses shall be kept on any Lot.

6.11. Landscaping. Lot owners shall not plant any decorative plants, vegetables, and shrubbery outside of their Lot without the prior written consent of the Association.

6.12. Motorized Vehicles. Motorized vehicles of any sort are prohibited from and shall not be operated on the Common Areas or the trail system located on the Property. The operation of snowmobiles, ATVs, or motorcycles shall not occur or be permitted to occur anywhere on the Property except for access to and from trails and roads that are specifically designated for such use, by way of the public road system.

ARTICLE VII INSURANCE

7.01. Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Areas, for the Lot as originally constructed through the date when the Lot is conveyed from the Declarant to a Lot owner, and for the Association's service equipment, supplies and personal property. Each Lot owner shall obtain and maintain fire and casualty insurance coverage for all improvements to the Lot made after obtaining title to the Lot and for all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Areas shall be reviewed and adjusted by the board of directors of the

Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Common Areas in the name of the Association as insurance trustee for the individual Lot owners in their respective percentage interests in the Common Areas, and may list each Lot owner as an additional insured with respect to its Lot. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Common Areas insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Lot owners and the Mortgagees and distributed as provided in Article VIII.

7.02. Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Lot owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Areas. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Lot owners in their respective percentage interests in the Common Areas. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Lot owner because of the negligent acts of the Association or other Lot owners. All premiums for such insurance shall be Common Expenses. Each Lot Owner must at all times insure its own Lot and improvements for personal benefit.

7.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Lot, the Association may require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

7.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Lot owner to be subrogated to any right of the Association or a Lot owner arising under this Declaration. The Association and each Lot owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Lot owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Lot owner from obtaining such policy.

7.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

**ARTICLE VIII
RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION**

8.01. Determination to Reconstruct or Repair. If all or any part of the Common Area becomes damaged or are destroyed by any cause, the damaged Common Area shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$1,000 times the number of Lots then making up the Association. Damage due to authorized entry for the purpose of installing a septic system or other private system approved by the Declarant and Association shall be subject to the same requirement to reconstruct or repair. Acceptance by a Lot owner of a deed to a Lot shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Lot owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Lot owners, and such repair or reconstruction shall be deemed approved if a majority of votes by Lot owners are cast in favor of such repair or reconstruction.

8.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications as described in the Ecological Program, Stormwater Plan, grading plan, and the final plat, and used in the original construction of the damaged Common Areas, unless (1) a majority of the first Mortgagees (one vote per mortgaged Lot) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Areas; and (3) such variance is approved by the parties to the Conservation Easement. Notwithstanding the above, the majority of the first mortgagees and the Board of Directors of the Association shall not approve a variance from such plans and specifications if such approval harms the conservation values of the preserve or in any way reduces the efficacy of the Stormwater Management Facilities. If a variance is authorized from the maps, plans, and specifications contained in the Final Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

8.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Areas, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

8.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 7.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Areas. The Association shall have no responsibility to repair, reconstruct, or replace any Lot or any improvements located within a Lot. Lot owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 8.06.

8.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Lot owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Areas shall be in proportion to each Lot owner's percentage interest in the Common Areas. All assessed funds shall be held and disbursed by the Association as trustee for the Lot owners and Mortgagees involved.

8.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Areas or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Lot owners according to their respective percentage interests in the Common Areas.

8.07. Damage or Destruction of Lot. Following any damage or destruction to any improvements located on any Lot, the Lot owner shall repair and restore such Lot to its condition prior to the damage or destruction as soon as possible but within two hundred seventy (270) days of the damage or destruction.

ARTICLE IX CONDEMNATION

9.01. Allocation of Award. If a local or state government agency takes Property by eminent domain, any damages for the taking of all or part of the Property shall be awarded as follows:

(a) Every Lot owner shall be allocated the entire award for the taking of all or part of the Lot owner's respective Lot or any improvements located therein, and for consequential damages to the Lot or improvements located therein.

(b) If no reconstruction is undertaken, an award for taking of Common Areas shall be allocated to Lot owners in proportion to their respective percentage interest in the Common Areas.

9.02. Determination to Reconstruct Common Areas. Following the taking of all or part of the Common Areas, the Common Areas shall be restored or reconstructed.

9.03. Plans and Specifications for Common Areas. Any reconstruction shall, as far as is practicable, be made in accordance with the plans and specifications used in the original construction of the taken Common Areas unless seventy-five percent (75%) of the Lot owners, a majority of the first Mortgagees (one vote per mortgaged Lot), and the Board of Directors shall authorize a variance from such plans and specifications, and provided such variance is approved by the parties to the Conservation Easement. Notwithstanding the above, the majority of the first Mortgagees and the Board of Directors of the Association shall not approve a variance from such plans and specifications if such approval harms the conservation values of the Preserve or in any way reduces the efficacy of the Stormwater Management Facilities. If a variance is authorized from the maps, plans, or specifications contained in the Final Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

9.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Areas, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

9.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Areas is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Lot owners in sufficient amounts to provide funds for the payment of such costs. Such

Special Assessments shall be in proportion to each Lot owner's respective percentage interest in the Common Areas and shall constitute a Common Expense.

9.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Lot owners in proportion to their respective percentage interests in the Common Areas and in proportion to amounts actually paid by Lot owners for general and special assessments.

9.07. Percentage Interests Following Taking. Following the taking of all or any part of any Lot, the percentage interest in the Common Areas appurtenant to any Lot shall be equitably adjusted to reflect the respective relative values of the remaining Lots (or portions thereof) to all of the Lots, determined without regard to the value of any improvements located within the Lots. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Lots. Such amendment need be signed only by two officers of the Association.

ARTICLE X MORTGAGEES

10.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Lot (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Areas in an amount exceeding Twenty Thousand Dollars (\$20,000).

10.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XI of this Declaration, neither Section 10.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

10.03. Owners of Unmortgaged Lots. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Lot owner of any unmortgaged Lot shall be considered a "Mortgagee" as well as a "Lot owner" for purposes of such provision.

10.04. Liens. Any Mortgagee who obtains title to a Lot under the remedies provided in the mortgage or land contract against the Lot or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid dues and assessments accrued before the date on which the holder acquired title.

**ARTICLE XI
AMENDMENT**

Except as otherwise may be required by law, or as otherwise may be provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Lot owners who together hold at least two-thirds (2/3) of the total voting interests held by all Lot owners. No Lot owner's consent shall be effective without the consent of the first mortgagee of such Lot. So long as the Declarant owns any Lot, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for St. Croix County, and a copy of the amendment shall also be mailed or personally delivered to each Lot owner at its address on file with the Association.

**ARTICLE XII
REMEDIES**

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Lot owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Lot shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Hammond or St. Croix County to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article V), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Lot owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Lot owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Lot owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Lots damaged by the violation pro rata. Notwithstanding the foregoing, if any Lot owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Lot owner and such Lot owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Lot as a Special Assessment under Article V. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Lot owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated

hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIII GENERAL

13.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the Township of Hammond, St. Croix County, or any public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, storm water drains, ponds and other storm water management structures, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Property. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

13.02. Right of Entry. By acceptance of a Deed, each Lot owner shall have granted a right of entry and access to its Lot to the Declarant during the period of Declarant Control and to the Association to correct any condition originating in its Lot and threatening another Lot or the Common Areas, to install, alter, or repair mechanical or electrical services or other Common Areas in its Lot or elsewhere in the Property, and to maintain and repair Common Areas and other areas as described in Section 5.04. Such entry shall be made with prior notice to the Lot owners, and shall be scheduled for a time reasonably convenient to the Lot owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Lot owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Lot or Lots for cause in the discretion of the board of directors. By acceptance of a Deed, each Lot owner shall have granted a right of entry and access to its Lot to the Declarant for the additional purpose of accessing and making connections and extensions of all water and sewage pipes located on the Property.

13.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Lot regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 13.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

13.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

13.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Areas as may be required in connection with said construction and shall have easements for the installation

and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Property and Lots.

13.06. Resident Agent. The name and address of the initial registered agent for the Association shall be Rolling Hills of Hammond, LLC, Attn. Dave Peters, 400 South Second Street, Suite 135, Hudson, Wisconsin 54016. The registered agent may be changed by the Association in any manner permitted by law.

13.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

13.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 6th day of February, 2007.

ROLLING HILLS OF HAMMOND, LLC
David G. Peters
By: _____
Name: _____
Title: Member

STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me this 6th day of February, 2007 the above named David G. Peters, as Member of Rolling Hills of Hammond, LLC, a Wisconsin limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

Pamela A. Willman
Name: Pamela A. Willman
Notary Public, State of Wisconsin
My Commission: 1-2-11

Pamela A. Willman
Notary Public
State of Wisconsin

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by * _____ to the undersigned recorded in the office of the Register of Deeds of St. Croix County, Wisconsin on 3/24/06 as Document No. 821436 in Volume — of Records, Page —, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof. *Rolling Hills of Hammond, LLC A Minnesota Limited Liability Corp.

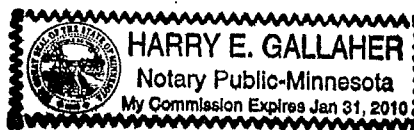
Dated this 9th day of February, 2007.

John M. Dussell as Trustee of
The John M. Dussell Trust dated Nov. 2, 1995
John M. Dussell
By: _____
Name: John M. Dussell
Its: Trustee

STATE OF MINNESOTA)
)ss.
COUNTY OF Reno)

Personally came before me this 9th day of February, 2007, by John M. Dussell,
its trustee who acknowledged the foregoing document for the purposes recited therein on behalf
of the same.

[Signature]
Name: _____
Notary Public, State of Minnesota
My Commission: _____



This document drafted by
and should be returned to:

Lommen, Abdo, Cole, King & Stageberg, P.A.
Brent R. Johnson, Attorney
Grandview Professional Building, Suite 210
400 South Second Street
Hudson, WI 54016
715 381-7104

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by * to the undersigned recorded in the office of the Register of Deeds of St. Croix County, Wisconsin on **, as Document No. 836390 in Volume of Records, Page , does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

*Rolling Hills of Hammond, LLC A Minnesota Limited Liability Corporation.

Dated this 08 day of February, 2007.


**10/11/2006



By: THE RIVERBANK
Name: DANIEL C. REEVES
Its: BR. PRBS.

STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me this 08 day of February, 2007, by DANIEL C. REEVES, its BR. PRBS who acknowledged the foregoing document for the purposes recited therein on behalf of the same.


Name: Jennifer M Finstad
Notary Public, State of Wisconsin
My Commission: 9-13-09

This document drafted by
and should be returned to:

Lommen, Abdo, Cole, King & Stageberg, P.A.
Brent R. Johnson, Attorney
Grandview Professional Building, Suite 210
400 South Second Street
Hudson, WI 54016
715 381-7104

EXHIBIT "A"

Legal Description of Property

Plat of Rolling Hills Farm, recorded in the Office of the Register of Deeds of St. Croix County, Wisconsin, on February 5, 2007, in Volume 11 of Plats, page 19, Document No. 843836, located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the of the SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ all in Section 29, and part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin.

843837

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

RECEIVED FOR RECORD

02/05/2007 11:00AM

EASEMENT
EXEMPT #

REC FEE: 45.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 18

Document Number

**CONSERVATION EASEMENT ROLLING
HILLS FARM CONSERVATION COMMUNITY**
Title of Document

Outlots 1,2,3 &4 of the Plat of
Rolling Hills Farm, St. Croix County,
Wisconsin.

Document # 843836

Vol. 11

Page 19

Recording Area

Name and Return Address
Rolling Hills of Hammond, LLC
c/o Edina Realty, Inc.
Attn. Mr. Dave Peters
400 South Second Street
Hudson, WI 54016

018--1065-20-000 018-1065-30-000
018-1065-40-050 018-1065-50-025

Of the underlying property
Parcel Identification Number (PIN)

**CONSERVATION EASEMENT
ROLLING HILLS FARM CONSERVATION COMMUNITY**

This is a CONSERVATION EASEMENT granted by Rolling Hills of Hammond LLC, a Minnesota limited liability company (the "Owner") to St. Croix County, a body corporate organized and existing under the laws of the State of Wisconsin, and the Town of Hammond, a body corporate organized and existing under the laws of the State of Wisconsin (collectively the "Easement Holder").

SECTION A. RECITALS:

1. OWNER. The Owner is the current owner of approximately 89.21 acres of real property which is a portion of a larger parcel known as Rolling Hills Farm Conservation

Community, a residential development located in St. Croix County, Wisconsin. The real property is more fully described below as the "Preserve".

2. **PRESERVE.** The Preserve is the open space area legally described as Outlots 1 (29.56 acres), 2 (42.71 acres), 3 (16.18 ac), 4 (0.76 acres) of Rolling Hills Farm Conservation Community and depicted on the "Property Map" in Exhibit A attached to this Easement and incorporated by this reference. Exhibit A is recorded in the office of the Register of Deeds for St. Croix County.

Portions of the Preserve are currently used for agricultural purposes. There are no existing improvements on the Preserve other than fences and agricultural tiles. The remainder of the Preserve is in a natural state.

3. **EASEMENT HOLDER.** St. Croix County and the Town of Hammond are governmental bodies empowered to hold an interest in real property under the laws of the State of Wisconsin.
4. **CONSERVATION VALUES.** The Preserve has the following natural, scenic and open space qualities of environmental significance:
 - a. The Preserve contains natural areas that include native plant communities such as wetlands, prairies, and woodlands.
 - b. The Preserve is in the headwaters of the Kinnickinnic River and influences the water quality and flow of that river.
 - c. Portions of the Preserve include sensitive soils and slopes.
 - d. Portions of the Preserve are conducive to being planted to native vegetation.
 - e. Portions of the Preserve provide scenic views and are viewed by the public.
 - f. The Preserve in its entirety, when restored and managed in accordance with the Ecological Program described below, will be an integrated system of natural areas and open space which regulates stormwater run-off, benefits wildlife, increases species diversity, and provides other environmental benefits.

Collectively, these natural, scenic and open space qualities of the Preserve comprise its "Conservation Values".

These Conservation Values have not been and are not likely to be adversely affected to any substantial extent by the continued use of the Preserve as described above or as authorized below or by the use, maintenance or construction of those structures and improvements that presently exist on the Preserve or that are authorized below.

5. **ECOLOGICAL RESTORATION AND MANAGEMENT PROGRAM** (“Ecological Program”). The Ecological Program is intended to protect, establish, and maintain the Conservation Values of the Preserve. It is a separate document titled “Rolling Hills Farm Conservation Community Ecological Restoration and Management Program”.
6. **GOVERNMENT POLICY.** Preservation of the Preserve will further those governmental goals established in the following:
 - a. The St. Croix County Code of Ordinances Land Use and Development, Chapter 13, Land Division, Enacted 1/1/06.
 - b. Wisconsin Statutes Chapter 700.40 which recognizes the importance of private conservation efforts by authorizing conservation easements for retaining or protecting natural, scenic or open space qualities of real property, assuring the availability of real property for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, preserving a burial site, as defined in Wisconsin Statutes Chapter 157.70 (1) (b), or preserving the historical, architectural, archaeological or cultural aspects of real property.

SECTION B. CONVEYANCE OF EASEMENT:

Pursuant to the laws of the State of Wisconsin and in particular Wisconsin Statutes Chapter 700.40, Section 2, and in consideration of the facts recited above and the mutual covenants contained herein and as an absolute and unconditional gift, the Owner hereby conveys and warrants to the Easement Holder and its successors and assigns a perpetual Conservation Easement (“Easement”) over the Preserve. This Easement consists of the following terms and restrictions:

1. **CONSERVATION PURPOSE.** The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Preserve identified above. Protection and preservation will be accomplished by confining the development, management and use of the Preserve to activities that are consistent with the preservation of these Conservation Values, by prohibiting activities that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

The terms of this Easement are specifically intended to provide a significant public benefit by:

- a. Protecting areas of native plant communities, such as wetlands, prairies, and woodlands.
- b. Protecting native species plantings which are beneficial to wildlife.

- c. Protecting the water quality of and limiting negative impact to the property wetlands and downstream water resources by restricting development and adverse land uses and providing areas for the infiltration and filtering of storm water runoff from developed areas of the Rolling Hills Farm Conservation Community.
 - d. Preserving the view of the public traveling on adjacent roads.
2. LAND USE RESTRICTIONS. Generally, any activity on or use of the Preserve that is inconsistent with the purposes of this Easement is prohibited, including any intrusion or future development that would interfere with its natural and open character, essential scenic quality, or visual enjoyment by the general public.

Without limiting the general prohibition above and, except as specifically permitted in Section C below, the following shall not be permitted:

- a. Industrial and Commercial Use. No industrial or commercial use of the Preserve is allowed.
- b. Residential Use. No residential use or development of the Preserve is allowed.
- c. Right of Way. No right of way shall be granted across the Preserve in conjunction with any industrial or commercial use or residential use or development of other land not protected by this Easement.
- d. Mining. No mining, drilling, exploring for or removing any minerals from the Preserve is allowed.
- e. Subdivision. The Preserve may not be divided, subdivided, or partitioned. The Preserve may be conveyed only in its entirety as a single parcel, regardless of whether it consists of or was acquired as separate parcels or is treated as separate parcels for property tax or other purposes. This provision does not, however, prohibit the division of the Preserve when a portion of the Preserve is being conveyed to a conservation organization as described in Section E of this Easement.
- f. Density. No portion of the Preserve may be used to satisfy land area requirements for properties outside of the Rolling Hills Farm Conservation Community, such as for purposes of calculating building density, transfer of dwelling unit density, lot coverage or open space under otherwise applicable laws, regulations or ordinances controlling land use. No development rights that have been conferred, encumbered or extinguished by this Easement may be transferred to any properties outside of the Rolling Hills Farm Conservation Community.
- g. Structures and Improvements. No temporary or permanent buildings, structures, roads or other improvements of any kind, including temporary improvements

such as hockey rinks and playing fields, may be placed or constructed on the Preserve except as specifically authorized in Section C or as set forth below:

- i. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended and replaced only to serve uses and activities specifically permitted by this Easement. This includes, without limitation, all systems and facilities necessary to provide power, fuel, water, waste disposal and communication.

Utility systems and facilities shall be installed or constructed with minimal grading and disturbance to vegetation. Following installation or construction, the surface shall in a timely fashion be restored to a condition consistent with the conservation purposes of this Easement. If utility work results in disturbance to the Preserve, the vegetation shall be restored according to the specifications provided in the Ecological Program.

- ii. Signs. No billboards or other signs may be placed or erected on the Preserve except for small (<8 square feet), unlighted signs for informational or interpretive purposes.
- iii. Roads and Trails. Existing roads within the Preserve may be maintained or improved but may not be widened or relocated without the prior written approval of the Easement Holder. No roads or rights of way may be established or constructed on the Preserve without the prior written approval of the Easement Holder. Paved paths which are in place at the time this Easement is granted may not be moved or added to. Additional unpaved paths or foot trails may be established on the Preserve for low impact recreational uses with prior written approval of the Easement Holder. Individual landowners in the Rolling Hills Farm Conservation Community will be allowed to enter the Preserve for uses listed under Section C (2.c) of this Easement and shall not be limited to designated trails as long as the use is not detrimental to land and water quality.
- iv. Fences. Existing fences may be maintained, improved, replaced or removed. Additional fences may be constructed and maintained, improved, replaced or removed to mark boundaries, to secure the Preserve, or as needed in carrying out activities permitted by this Easement. No fences may be located or constructed in a manner that interferes with established wildlife corridors.
- h. Surface Alteration. No alteration or change in the surface of the Preserve is allowed. This includes ditching, draining or filling, and excavation or removal of soil, sand, gravel, rock or other materials, except as incidental to activities or uses specifically permitted by this Easement.
- i. Vegetation Management. No removal, cutting, pruning, trimming or mowing of any trees or other vegetation, living or dead, and no introduction of non-native species is allowed except as follows:

- i. In conjunction with habitat management as specifically permitted in Section C below.
- ii. In conjunction with the maintenance of the stormwater management facilities.
- iii. As reasonably required to construct and maintain permitted structures, trails and other improvements and provided that vegetation shall be restored following any construction to a condition consistent with this Easement and the Ecological Program.
- iv. As reasonably required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury or property damage.
- v. To remove downed, dead and diseased timber that poses a threat to persons or property.

- j. Water. No alteration or manipulation of watercourses, wetlands or surface or subsurface bodies of water is allowed except to restore or enhance the function and quality of watercourses, wetlands or surface or subsurface bodies of water.

No activities on or uses of the Preserve that cause erosion or are detrimental to water quality or purity are allowed.

- k. Dumping. No trash, non-compostable garbage, hazardous or toxic substances, or unsightly material may be dumped or accumulated on the Preserve. This does not prohibit burning or composting of excess brush or other plant material resulting from activities permitted by this Easement.
- l. Vehicles. Limited use of motorized vehicles is allowed in conjunction with habitat restoration or enhancement as permitted in Section C. This paragraph is not intended to otherwise limit the use of motorized vehicles on roads or driveways that are permitted under this Easement.
- m. Storage. No vehicles, boats, trailers, recreational equipment, play equipment, lumber and other building materials, fuelwood, containers, personal effects, or any item not consistent with this Easement may be stored on the Preserve.

SECTION C. RESERVED RIGHTS:

- 1. **GENERAL CONDITIONS.** The Owner retains all rights associated with ownership and use of the Preserve that are not expressly restricted or prohibited by or would be inconsistent with this Easement. The Owner may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Preserve.

2. OWNER'S RIGHTS. The owner may use and allow others to use the Preserve as follows:

- a. Right to Convey and Encumber. The Owner may sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Preserve.
 - i. Any conveyance or encumbrance of the Preserve is subject to this Easement.
 - ii. The Owner will reference or insert the terms of this Easement in any deed or other document by which the Owner conveys or encumbers title to the Preserve. The Owner will notify the Easement Holder of any conveyance or encumbrance within 30 days of a closing, and thereafter within fifteen (15) days after closing, and will provide the Easement Holder with the name and address of the new owner and a copy of the deed or other document transferring title.

The enforceability or validity of this Easement will not be impaired or limited by any failure of the Owner to comply with this subparagraph.
 - iii. In the case where the Owner granting the Easement is a development corporation or limited liability company, the owner will grant the Preserve to a Property Owners Association (POA) at the time of the grant of the Easement. Title to the Preserve shall be conveyed by deed to the property owners, who shall each own an undivided percentage interest in the Preserve as provided in the Declaration. The POA shall be responsible for management of the Preserve and compliance with terms to the Easement on behalf of the property owners. The activities of the POA are governed by separate documents established by the Owner and St. Croix County. These documents are titled "Declaration of The Rolling Hills Farm Residential Property Owners Association" and "Bylaws of the Rolling Hills Farm Residential Property Owners Association."
- b. Forest Management: The Owner may remove timber and other wood products and otherwise manage the vegetation on the Preserve in accordance with a management plan approved by the Easement Holder in writing and consistent with the Conservation Purpose of this Easement and with the Ecological Program.
- c. Recreational and Educational Uses. Subject to Section B (2.c), the Preserve may be used for hiking, cross-country skiing, nature observation or study, conservation and environmental events, and similar low impact recreational and educational programs or activities. Rustic structures such as benches, tents, trail barriers and informational kiosks may be placed on the Preserve in conjunction with these activities. If fees are charged for the recreational and educational activities described above, they must not constitute a significant ongoing commercial use of the Preserve.

- d. Park. A park with picnic shelter and turf grass may be maintained in an area designated by the Easement Holder.
 - e. Habitat. The Preserve may be used to maintain, restore or enhance habitat for wildlife and native biological communities in accordance with the Ecological Program. The Owner may propose changes to the Ecological Program if the intent is to preserve or enhance the Conservation Values of the Preserve and if the proposed modifications are approved by the Easement Holder in writing.
 - f. Stormwater Management Facilities. Stormwater management facilities (“Stormwater Facilities”) constructed to manage surface water run-off are located in the Preserve. Those portions of the Preserve containing the Stormwater Facilities may be managed to maintain the function of the original stormwater management plan. The stormwater management plan is on file with St. Croix County and is titled “Stormwater Pollution Prevention Plan for Rolling Hills Farm”. Management of the Stormwater Facilities includes removal of sediment, repair of watercourses and water control structures, and replanting of native vegetation.
 - g. Septic Systems. The drainfields and lines for lot septic systems are located in the Preserve. The Owner may enter the Preserve for the purpose of maintaining septic systems as described in Section B (2.g.i).
3. **EASEMENT HOLDER’S RIGHTS AND REMEDIES**. In order to accomplish the purposes of this Easement, the Easement Holder has the following rights and remedies:
- a. Right to Enter. The Easement Holder has the right to enter the Preserve at reasonable times and in a reasonable manner for the following purposes:
 - i. To inspect the Preserve and to monitor compliance with the terms of this Easement.
 - ii. To obtain evidence for use in judicial or other enforcement actions.
 - iii. To require the Owner to survey and mark the boundaries of all or part of the Preserve if necessary to replace boundary monuments that have been removed or to determine whether there has been or may be a violation of this Easement. The cost of this survey will be at the Owner’s expense.
 - iv. To otherwise exercise its rights under this Easement.
 - b. Right of Enforcement. The Easement Holder has the right to prevent or remedy violations of this Easement through appropriate judicial action brought against the Owner or other responsible party in any court of competent jurisdiction, or through administrative action including, but not limited to, the levying of special assessments and special charges against Owners as permitted by law.

- i. Notice. The Easement Holder may not initiate administrative action until the Owner has been given notice of the violation, or threatened violation, of this Easement and a reasonable opportunity to take corrective action. This provision shall not apply if, in the sole discretion of the Easement Holder, immediate action is necessary to prevent or mitigate significant damage to the Preserve or if reasonable, good faith efforts to notify the Owner are unsuccessful.
- ii. Remedies. Remedies available to the Easement Holder in enforcing this Easement include the right (i) to request temporary or permanent injunctive relief for any violation or threatened violation of this Easement, (ii) to require restoration of the Preserve to its condition at the time this Easement was granted, or as otherwise necessitated by a violation of this Easement, (iii) to seek specific performance or declaratory relief; (iv) to recover damages including expenses related to the restoration of the Preserve resulting from a violation of this Easement or injury to any Conservation Values protected by this Easement; and (v) to levy special assessments and/or special charges in amounts equal to the lot Owner's proportionate share of costs required to repair, remediate, or restore the Preserve, and collect the assessments by any means permitted by law.

These remedies are cumulative and are available without requiring the Easement Holder to prove actual damage to the Conservation Values protected by this Easement. The Easement Holder and the Owner also recognize that restoration, regardless of cost, may be the only adequate remedy.

The Easement Holder is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

- iii. Costs of Enforcement. If the POA is unable or unwilling to fulfill the terms of the Easement or pay for damages and costs of enforcement, including attorneys' fees, each lot owner shall be individually liable for damages and costs, including attorneys' fees, in proportion to their ownership interests in the Preserve.
- iv. Discretionary Enforcement. Enforcement of the terms of this Easement is solely at the discretion of the Easement Holder. The Easement Holder does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of the Easement Holder in discovering a violation or initiating enforcement proceedings.
- v. Acts Beyond Owner's Control. The Easement Holder may not bring any action against the Owner for any change to the Preserve resulting from causes beyond the Owner's control, such as changes caused by fire, flood, storm,

natural deterioration or the unauthorized acts of persons other than the Owner or the Owner's agents, employees or contractors or resulting from reasonable actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes.

- vi. **Right to Report.** In addition to other remedies, the Easement Holder has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.
 - c. **Signs.** The Easement Holder has the right to place on the Preserve signs that identify the land as protected by this Easement. The number and location of any signs are subject to the Owner's approval.
 - d. **Limitation on Rights.** Nothing in this Easement gives the Easement Holder the right or ability to exercise physical control over day-to-day operations on the Preserve or to become involved in management decisions involving the use, handling or disposal of hazardous substances, or to otherwise become an operator of the Preserve within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act.
4. **PUBLIC ACCESS.** Nothing in this Easement gives the general public a right to enter upon or use the Preserve where no such right existed prior to the granting of this Easement. However, the public does have the right to view the Preserve from adjacent publicly accessible areas and from any trail dedicated to public use and maintained by the County under separate agreement.

SECTION D. DOCUMENTATION:

1. **General Conditions.** The Ecological Program governs all management activities in the Preserve. The Baseline Conditions Report and Annual Monitoring Report are to be prepared as described below with reference to the Ecological Program.
2. **Baseline Conditions Report.** The current uses of the Preserve, the state of any existing improvements, and the specific Conservation Values of the Preserve that are briefly described in this Easement are more fully described in a Baseline Conditions Report to be completed and provided to the Easement Holder at the time that the restoration phase of the Ecological Program is completed. The Owner and the Easement Holder will acknowledge that this Baseline Conditions Report accurately represents the condition of the Preserve at the time the Easement is granted to the Easement Holder, and may be used by the Holder in monitoring future uses of the Preserve, in documenting compliance with the terms of this Easement, and in any enforcement proceeding. This Baseline Conditions Report, however, is not intended to preclude the use of other information and evidence to establish the condition of the Preserve at the time this Easement was granted in the event of a future controversy.

3. Annual Monitoring Report. Following the granting of this Easement to the Easement Holder, the Owner will provide the Easement Holder with an Annual Monitoring Report describing restoration and management activities and possible violations taking place in the Preserve. These activities are documented in the Ecological Restoration and Management Program's Section 3.3 and Appendix C. These activities will be implemented under the direction of the Owner with the assistance of a qualified ecologist or equivalent professional having expertise in ecological restoration and management and by using experienced qualified contractors. The Annual Monitoring Report will be prepared by the ecologist or equivalent professional. Prior to writing the report, the ecologist will inspect the Preserve and will notify the Easement Holder of when the inspection will take place. Following receipt of the report, the Easement Holder will provide the Owner with a letter acknowledging receipt of the Annual Monitoring Report and notifying the Owner of any conditions that are or may result in a potential violation of the Easement. If the Easement is modified as allowed in Section E (2) to assign monitoring and enforcement rights to a third party, the owner shall provide the Annual Monitoring Report to both the Easement Holder and the third party.

SECTION E. GENERAL PROVISIONS:

1. Assignment by Easement Holder to New Easement Holder. This Easement may be assigned or transferred by the Easement Holder only to a conservation organization which is a qualified organization under Section 170(h) of the Internal Revenue Code or as otherwise permitted by Wisconsin law. Any future holder of this Easement shall have all of the rights conveyed to the Easement Holder by this Easement. As a condition of any assignment or transfer, the Easement Holder shall require any future holder of this Easement to continue to carry out the purposes of this Easement in perpetuity. The Easement Holder will notify the Owner of any assignment within fifteen (15) days of the assignment and will provide the Owner with the name and address of the new holder.

The Owner, its successors and assigns may transfer or assign ownership of the Preserve at any time, without consent by the Easement Holder.

2. Amendment. Under appropriate circumstances, this Easement may be modified or amended. The modifications or amendment may include assignment of monitoring and enforcement rights to a third party. However, no amendment or modification will be allowed if, in the sole and exclusive judgment of the Easement Holder, it (i) does not further the purposes of this Easement, (ii) will adversely impact the Conservation Values protected by this Easement, (iii) affects the perpetual duration of the Easement, or (iv) affects the validity of the Easement under Wisconsin law or the status of the Easement Holder under Sections 501(c) (3) and 170(h) of the Internal Revenue Code. Any amendment or modification must be in writing and recorded in the same manner as this Easement.
3. Extinguishment. This Easement may be extinguished only through judicial proceedings and only (i) if unexpected change in the conditions of or surrounding the Preserve makes

the continued use of the Preserve under this Easement impossible or impractical or (ii) pursuant to the proper exercise of the power of eminent domain.

The Owner acknowledges that uses of the Preserve prohibited by this Easement are or may in the future become more economically viable than those uses permitted by the Easement. The Owner also acknowledges that neighboring properties may in the future be put to uses not permitted on the Preserve by this Easement. The Owner and the Easement Holder agree that such changes will increase the public benefit provided by this Easement. Therefore, such changes are not considered unexpected and shall not justify the extinguishment of this Easement as set forth above.

4. Proceeds. If this Easement is extinguished or terminated in whole or in part through judicial proceedings, the Easement Holder is entitled to a portion of any proceeds of a sale, exchange or involuntary conversion in an amount that is equal to either (i) the fair market value at extinguishment or (ii) the sale price of the entire property at the time of the granting of this Easement. The Easement Holder shall use proceeds from such an action for purposes consistent with its function as an Easement Holder under Section 170(h) of the Internal Revenue Code.
5. Warranties. The Owner represents and warrants as follows:
 - a. The Owner is the sole owner of the Preserve in fee simple and has the right and ability to grant this Easement to the Easement Holder.
 - b. The Preserve is free and clear of all encumbrances other than those subordinate to this Easement.
 - c. The Owner has no actual knowledge of any use or release of hazardous waste or toxic substances on the Preserve that is in violation of a federal, state or local environmental law and will defend, indemnify and hold the Easement Holder harmless against any claims of contamination from such substances.
6. Real Estate Taxes. The Owner shall pay all real estate taxes and assessments levied against the Preserve, including any levied against the interest of the Easement Holder created by this Easement. The Easement Holder may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement from the Owner.
7. Ownership Costs and Liabilities. The Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Preserve. The Owner agrees to defend, indemnify and hold the Easement Holder harmless from any and all costs or liability for any personal injury or property damage occurring on or related to the Preserve or of this Easement. The Owner will name the Easement Holder as an additional insured on any general liability insurance policy carried by the Owner with respect to the Preserve. The Owner agrees to establish a funding source for annual maintenance and operation of the Preserve. The funding

mechanism shall be prescribed in the Ecological Restoration and Management Program for the Rolling Hills Conservation Community.

8. Notice and Approval. Any notice or request for approval required by this Easement must be written and is subject to the following:

a. Delivery. Any required notice or request for approval must be delivered personally or sent by first class mail or other nationally recognized delivery service to the appropriate party at the following addresses (or other address specified in writing):

To the Owner:
Rolling Hills of Hammond LLC
Attn: Steven Bryant
1551 Payne Avenue
St. Paul, MN 55101

To the Easement Holder:
St. Croix County
Government Center
1101 Carmichael Road
Hudson, WI 54016

b. Timing. Unless otherwise specified in this Easement, any required notice or request for approval must be delivered at least 30 days prior to the date proposed for taking action.

c. Content. The notice or request for approval must include sufficient information to allow the Easement Holder to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this Easement. At a minimum this would include (i) the location, nature and scope of the proposed activity, (ii) the proposed use, design and location of any building, structure or improvement and (iii) the potential impact on the Conservation Values of the Preserve.

d. Approval. The Easement Holder may withhold its approval if it determines that the proposal is inconsistent with the terms or purposes of this Easement or lacks sufficient information to allow the Easement Holder to reach an informed decision. The Easement Holder may condition its approval on the Owner's acceptance of modifications, which would, in the Easement Holder's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns.

9. Binding Effect. This Easement shall run with and burden the Preserve in perpetuity. The terms of this Easement are binding and enforceable against the current Owner of the Preserve, all successors in title to the Preserve and all other parties entitled to possess or use the Preserve.

This Easement creates a property right immediately vested in the Easement Holder and its successors and assigns that cannot be terminated or extinguished except as set out herein.

10. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon the transfer or termination of that party's interest in this

Easement or the Preserve, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.

11. Recording. The Easement Holder will record this Easement in a timely manner in the St. Croix County Register of Deeds office. The Easement Holder may re-record this Easement or any other documents necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement.
12. Controlling Law and Construction. This Easement shall be governed by the laws of the State of Wisconsin and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its conservation purposes and to the policies and purposes of Wisconsin Statutes Sec. 700.40.
13. Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.
14. Additional Documents. The Owner agrees to execute or provide any additional documents reasonably needed by the Easement Holder to carry out in perpetuity the provisions and the intent of this Easement, including, but not limited to any documents needed to correct any legal description or title matter or to comply with any federal, state, or local law, rule or regulation.
15. Entire Agreement. This document sets forth the entire agreement of the parties with respect this Easement and supercedes all prior discussions or understandings.

IN WITNESS WHEREOF, the Owner has voluntarily executed this Conservation Easement on the 1st day of February, 2007.

OWNER:

Rolling Hills of Hammond LLC

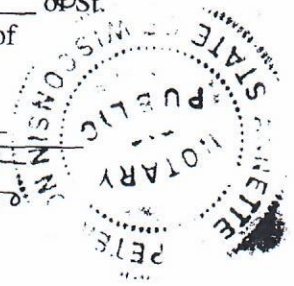
By: Wanda H. Petre

Its: Member

STATE OF WISCONSIN)
) ss
COUNTY OF St. Croix)

The foregoing instrument was acknowledged before me this 2nd day of February, 2007, by DAVID G. PETERS as MEMBER of St. Croix County under the laws of the State of Wisconsin, on behalf of said Rolling Hills of Hammond LLC.

Annette E. Peters
Notary Public Annette E. Peters
My Commission Expires: 1/31/10



ACCEPTANCE

St. Croix County hereby accepts the foregoing Conservation Easement this 2nd day of February, 2007.

ST. CROIX COUNTY

By: David Fodorczy

Title: Planning & Zoning Director

STATE OF WISCONSIN)
COUNTY OF St. Croix) ss

The foregoing instrument was acknowledged before me this 2 day of Feb, 2007, by David Fodorczy, the Planning & zoning Dir. of St. Croix County under the laws of the State of Wisconsin, on behalf of said Rolling Hills of Hammond LLC.

Renée M. Carufel
Notary Public
My Commission Expires: 11-4-07

RENÉE M. CARUFEL
NOTARY PUBLIC
STATE OF WISCONSIN

The Town of Hammond hereby accepts the foregoing Conservation Easement and third party enforcement rights as provided in Sec. 700.40(2)(b), Stats, this 2nd day of February, 2007.

TOWN OF HAMMOND

By: Kenneth Peterson

Title: Chairman

STATE OF WISCONSIN)
) ss
COUNTY OF St. Croix)

The foregoing instrument was acknowledged before me this 2nd day of February, 2007, by Kenneth Peterson, the Chairman of St. Croix County under the laws of the State of Wisconsin, on behalf of said Rolling Hills of Hammond LLC.

Annette E. Peterson
Notary Public Annette E. Peterson
My Commission Expires: 11/3/11



This document drafted by:
Applied Ecological Services, Inc.
21938 Mushtown Road
Prior Lake, MN 55372

EXHIBIT A

Property Map

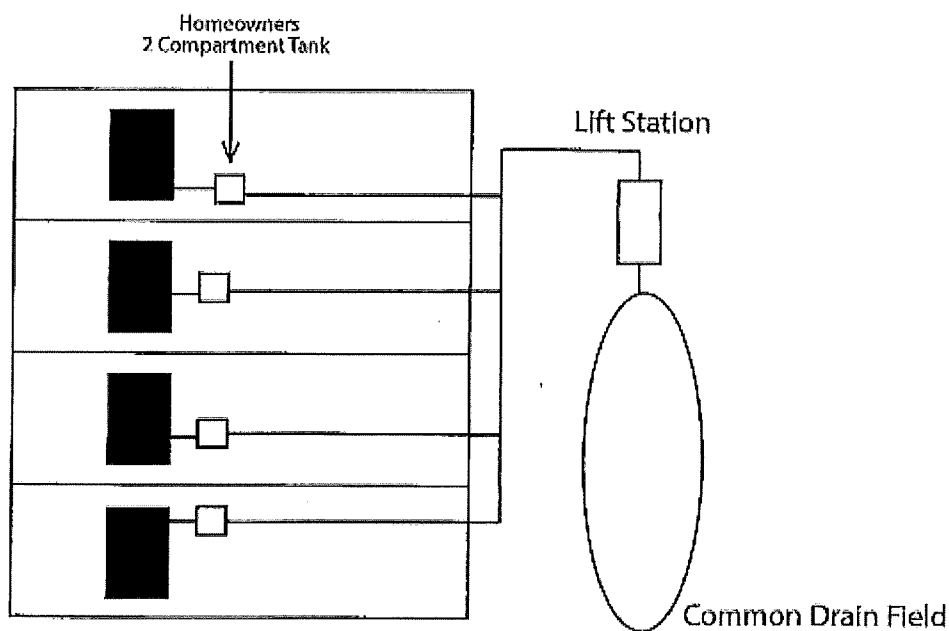
Rolling Hills Farm Common Drain Field Information Sheet

The Rolling Hills Farm development utilizes common drain fields that are shared with 3, 4 or 5 homeowners.

Each individual homeowner has their own 2-compartment tank (part holding tank and part aerobic treatment unit) on their own property. This tank must be located within 30 feet of the house and is piped from the home to where this tank will be buried. Each homeowner is responsible for their own 2-compartment tank (installation and service) and this is installed when the home is built.

From the homeowner's 2-compartment tank, the liquid waste flows to a lift station outside of the homeowner's property, which is shared by 3, 4 or 5 homeowners. From the lift station, the liquid waste gets pumped to the common drain field. The Rolling Hills Farm Association is responsible for the construction, installation, and maintenance of the lift station and common drain field. All lift stations and drain fields are located outside the individual homeowner's property within the Preserve. These are the "mounds" that you would normally see on an individual's lot with a septic system. It is a nice feature to not have this mound inside your property taking up space.

This image below should provide a simple illustration of how the common drain field is designed.



Buyer

Buyer

**BYLAWS OF
THE ROLLING HILLS FARM
RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

**ARTICLE I
NAME AND ADDRESS**

1.01. Name; Purpose. The name of the association shall be the "Rolling Hills Farm Residential Property Owner's Association" (the "Association"). The Association is an unincorporated association.

1.02. Address. The initial principal office of the Association shall be located at the Grandview Professional Building, Suite 135, 400 South Second Street, Hudson, Wisconsin 54016. This address shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Lot owners, their heirs, successors, and assigns and shall govern the operation, and administration of the Association.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of the Rolling Hills Farm Residential Property Owners Association ("Declaration") executed by Rolling Hills of Hammond, LLC, a Minnesota limited liability company (the "Declarant") and recorded in the office of the St. Croix County Register of Deeds.

**ARTICLE II
MEMBERSHIP**

2.01. Membership. The membership of the Association shall at all times consist exclusively of all of the Lot owners of the Association. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Lot merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Lot of within the Property (as defined in the Declaration) and shall immediately terminate upon conveyance of such ownership interest. If a Lot owner's ownership interest passes to its personal representative or to a trustee upon the Lot owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Lot owner may voluntarily withdraw or be expelled from membership in the Association.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list all Lot owners of each Lot, the current mailing address for each Lot owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Lot, if any, and, in the case of multiple owners of a Lot, the Lot owner, if any, designated to cast any or all of the votes pertaining to such Lot in accordance with the Declaration. Each Lot owner shall promptly provide written notice to the Association of any transfer of its Lot as provided

in Section 2.06 and of any change in such Lot owner's name or current mailing address. No Lot owner may vote at meetings of the Association until the name and current mailing address of such Lot owner has been provided to and received by the secretary of the Association. Any Lot owner that mortgages its Lot or any interest therein or enters into a land contract with respect to its Lot shall notify the secretary of the name and mailing address of its Mortgagee and shall notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Lot. As soon as possible following the transfer of a Lot, the new Lot owners shall give written notice to the secretary of the Association of such transfer identifying the Lot and setting forth the names and mailing addresses of the new Lot owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Lot owned by multiple Lot owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Lien. No Lot owner may vote on any matter submitted to a vote of the Lot owners if the Association has recorded a statement of lien on the Lot owned by such Lot owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Lot owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Lot owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, by law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Lot owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Lot.

2.11. Voting Designations of Multiple Lot Owners. If there are multiple Lot owners of any single Lot, then each vote appurtenant to such Lot may be cast proportionately among the multiple Lot owners in accordance with their respective percentages of ownership of the Lot, unless (a) the multiple Lot owners have designated a single Lot owner to exercise any or all of the votes appertaining to their Lot and have filed written notice of such designation signed by all such multiple Lot owners with the secretary of the Association, in which case such votes cast by a Lot owner so designated shall be deemed to be the unanimous act of the multiple Lot owners, or (b) only one of multiple Lot owners of a Lot is present in person or by proxy at a meeting of the Association, in which event the Lot owner present (whether or not such Lot owner or any other Lot owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Lot and the same shall be deemed to be the unanimous act of the multiple Lot owners. No designation of a single Lot owner to cast any vote appertaining to any Lot owned by multiple Lot owners shall be effective until written notice of such designation signed by all Lot owners of such Lot has been received by the secretary of the Association prior to the casting of such vote. If any Lot owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Lot owner shall be

entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Lot owners.

2.12. Effect of Lien. No Lot owner may vote on any matter submitted to a vote of the Lot owners if the Association has recorded a statement of lien on the Lot owned by such Lot owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III MEETINGS OF MEMBERS

3.01. Place. All meetings of the Lot owners shall be held at a place in St. Croix County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The first annual meeting of the Lot owners shall be held on the second Monday of the first June after the Declarant has ceased to control the Association as provided in the Declaration. Thereafter, regular annual meetings of the Lot owners shall be held on the second Monday of June of each succeeding year.

3.03. Special Meetings. Special meetings of the Lot owners may be called at any time by the president of the Association and shall be called upon the written request of Lot owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Lot owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Lot owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Lot owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Lot owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Lot owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Lot owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Lot owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.

- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of Wisconsin law, the Declaration, or these Bylaws to be taken by the vote of the Lot owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Lot owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by the Declaration or these Bylaws to be taken by the vote of the Lot owners may be taken without a meeting if the Association delivers a written ballot to every Lot owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") who shall be appointed and elected as provided in the Declaration. Other than Declarant, no person may be a director who is not also a Lot owner. In the case of a Lot that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Lot owner" for purposes of this requirement only.

4.02. Term of Office. The initial Board of Directors shall serve as provided in the Declaration. Thereafter, directors shall take office upon such election and shall serve until the next annual meeting of the Lot owners as provided in Section 3.02. Each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03. Election of Directors. One (1) month prior to each annual meeting of the Lot owners, the secretary of the Association shall mail to all Lot owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Lot owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Lot owners

entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Lot shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05. Removal. Prior to the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Lot owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Until the expiration of Declarant control as described in the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of June at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Lot owners at the same place as the Lot owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Declaration or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Declaration or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All of the powers and duties of the Association under the Declaration and these Bylaws shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Lot owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Areas, including the Preserve and Stormwater Management Facilities, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Areas;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

- (f) Sue on behalf of all Lot owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Areas and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Property and the personal conduct of any person upon or with regard to Property, including the imposition of charges for the use of Common Areas and penalties for infractions of the rules and regulations of the Association. Such changes shall not harm the Conservation Values of the Preserve or in any way reduce the efficacy of the Stormwater Management Facilities. Such rules and regulations may also be adopted, amended, and repealed by the Lot owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Lot owners may not thereafter be amended, repealed, or re-adopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;
- (l) Insure the Property and property owned or leased by the Association against loss by fire and other casualty and the Association and Lot owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;
- (m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;
- (n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;
- (o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;
- (p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Areas and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and
- (q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. **Manager.** The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII OFFICERS AND THEIR DUTIES

7.01. **Officers.** The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Lot owners, provided, however, that during the period of Declarant control as provided in the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Lot owner" for purposes of this requirement only and provided further, that in the case of a Lot that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Lot owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. **Election of Officers.** The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. **Term.** Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. **Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. **Resignation and Removal.** Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. **Duties.** Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties

incident to the office of president as are usually required under the law, the Declaration, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Lot owners; serve notices of the meetings of the Board of Directors and of the Lot owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the law, the Declaration, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Lot owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII ARCHITECTURAL AND LANDSCAPE REVIEW COMMITTEE

8.01. Creation. There shall be a committee called the "Architectural and Landscape Review Committee." The Declarant shall be the sole person on the Architectural and Landscape Review Committee until such time as the Declarant either (a) sells all of the Lots owned by Declarant, or (b) elects in its sole discretion to relinquish control of the Architectural and Landscape Review Committee, whichever occurs first. Thereafter, the Architectural and Landscape Review Committee shall consist of three (3) Lot owners appointed by the Declarant. Any person appointed by the Declarant to the Architectural and Landscape Review Committee shall be deemed to be a "Lot owner" for purposes of this requirement only. If a Lot is owned by an entity rather than an individual, any person who is an officer, member, director, employee, or designee of such entity shall be deemed to be a "Lot owner" for purposes of this requirement only. The Architectural and Landscape Review Committee shall have all powers, duties, and obligations as may be provided to it in the Declaration, Bylaws, or any rules and regulations of the Association, and as may be delegated to it by the Board of Directors pursuant to its authority under Article VI.

8.02. Purpose. The purpose of the Review Committee is to consider, evaluate, and propose variances to the plans and specifications set forth in the final plat, Ecological Program, Stormwater Plan, and other plans and specifications establishing the Rolling Hills Farm Conservation Community. The Review

Committee serves in an advisory capacity to the Board of Directors. The Review Committee may retain a professional expert upon approval of the Board of Directors for the purpose of obtaining expert opinion on technical matters.

8.03. Membership and Term of Office. Declarant shall appoint all three of the members to serve on the Architectural and Landscape Review Committee. Such Architectural Review Committee shall take office upon appointment by Declarant and shall serve until the next annual meeting of the Lot owners as provided in Section 3.02. Thereafter, each member of the Architectural and Landscape Review Committee shall take office at the annual meeting of Lot owners and shall serve for a term of one (1) year or until his or her successor shall be elected.

8.04. Election of Members. One (1) month prior to each annual meeting of the Lot owners, the secretary of the Association shall mail to all Lot owners a notice setting a deadline for nomination of persons to serve as members of the Architectural and Landscape Review Committee. All nominations shall be mailed to the secretary. Lot owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Lot owners entitled to vote upon the election of any Architectural and Landscape Review Committee member may nominate a person to serve as a member. If the number of nominees equals the number of Architectural and Landscape Review Committee members to be elected, the nominees shall automatically become the new Architectural and Landscape Review Committee members to take office at the annual meeting. If the number of nominees is fewer than the number of Architectural and Landscape Review Committee members to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of Architectural and Landscape Review Committee members to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Lot shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as members of the Architectural and Landscape Review Committee and shall take office at the annual meeting.

8.05. Vacancy and Replacement. If the office of any Architectural and Landscape Review Committee member becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining Architectural and Landscape Review Committee members at a special meeting of the Architectural and Landscape Review Committee held for that purpose promptly after the occurrence of such vacancy, even though the Architectural and Landscape Review Committee members present may constitute less than a quorum, and each person so elected shall be a member of the Architectural and Landscape Review Committee for the remainder of the term of the member who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, so long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to replace any Architectural and Landscape Review Committee member appointed by Declarant.

8.06. Removal. So long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to remove a member appointed by Declarant from the Architectural and Landscape Review Committee. Thereafter, any member may be removed from the Architectural and Landscape Review Committee, with or without cause, by a majority vote of the Lot owners.

8.07. Quorum; Decisions of the Architectural and Landscape Review Committee. Each member of the Architectural and Landscape Review Committee shall have one (1) vote in all matters before

the committee. A presence of a majority of the members of the Architectural and Landscape Review Committee present in person or represented by proxy shall constitute a quorum for the transaction of business by such committee. If there is not a quorum present at any committee meeting, the members of the committee present shall have the authority to adjourn the meeting as provided in Section 3.05. When there is a quorum at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Bylaws, or rules and regulations of the Association, or by express direction of the Board of Directors, in which case such express provision or direction shall apply. Unless otherwise expressly provided in the Declaration or Bylaws, the Board of Directors shall have no authority to reverse, modify, override, or abandon any decision of the Architectural Review Committee.

8.08. Notice of Committee Meetings; Quorum. No special meeting of either the Architectural and Landscape Review Committee may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary of the Association or any member of the Architectural and Landscape Review Committee to each member of such committee. Such notice shall specify the place, day, hour, and purpose of the meeting. Attendance by any committee member at any meeting of such committee shall be deemed a waiver of such notice.

8.09. Action Without a Meeting. Any action required or permitted to be taken by the Architectural Review Committee or the vote of the members of such committee may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all members of the committee that would have been entitled to vote upon the action at such meeting.

8.10. Compensation. No member of the Architectural Review Committee shall receive any compensation for his or her services as a member of the Architectural Review Committee.

ARTICLE IX BOOKS AND RECORDS

9.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Lot owner. The Declaration and the Bylaws shall be available for inspection by any Lot owner, Mortgagee, or prospective purchaser of a Lot at the principal office of the Association.

9.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE X BUDGET, ASSESSMENT, AND ANNUAL REPORT

10.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

10.02. Budget. Throughout the period of Declarant control as described in the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Lot by the Declarant. After the expiration of the period of Declarant control, the Lot owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Areas, other than routine maintenance;
3. The estimated remaining useful life of the Common Areas; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Areas that will be covered by the reserve account and the approximate proportion that will be funded by other means.

10.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Lot owners in proportion to the percentage interest in the Common Areas appurtenant to each Lot as determined under the Declaration. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Lot owner. General Assessments shall be payable to the Association once per year, due in advance on the date determined by the Board of Directors. Such payment shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

10.04. Special Assessments. Special Assessments may from time to time be levied against Lot owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

10.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of lien against the Lots on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Lot owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Lot owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of its Lot.

10.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year,

including a report of the Common Expenses, surpluses, and assessments collected from each Lot owner during the year. The annual report shall include as an attachment the Annual Monitoring Report, as required by the Conservation Easement on the Preserve. Copies of the annual report for the previous year shall be mailed or delivered to each Lot owner at the address in the Association's membership list prior to the third Thursday in February.

10.07. Intentionally Omitted.

**ARTICLE XI
USE**

Each Lot shall be used only for purposes permitted under the Declaration, these Bylaws, and any rules and regulations of the Association.

**ARTICLE XII
ENFORCEMENT OF RULES AND DOCUMENTS**

It shall be the responsibility of each Lot owner to see that the occupants and tenants of the Lot owned by such Lot owner, and the employees, agents, representatives, invitees, and guests of such Lot owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, all Rules and Regulations of the Association, the Conservation Easement, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Lot owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Lot owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, any rule or regulation of the Association, the Conservation Easements, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Lot owner or the Lot owners of the Lot in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Lot owner in which the Association is the prevailing party, the Lot owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Lot owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

**ARTICLE XIII
GENERAL PROVISIONS**

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration and Wisconsin law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of Wisconsin law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Lot owners.

13.03. Notices. Notices to any Lot owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Lot owners; provided, however, as long as the Declarant owns any Lot, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

**ASSIGNMENT AND ASSUMPTION OF RIGHTS
AND OBLIGATIONS**

**ROLLING HILLS FARM RESIDENTIAL PROPERTY
OWNERS ASSOCIATION, INC.**

THIS ASSIGNMENT ("Assignment") is made as of the 9 day of November, 2011 between ROLLING HILLS OF HAMMOND, LLC, a Wisconsin limited liability company ("Assignor"), and DESOTO ASSOCIATES, LLC, a Minnesota limited liability company ("Assignee").

RECITALS:

A. Assignor is this day conveying to Assignee that certain real property together with all improvements ("Real Property") situated in St. Croix County, Wisconsin on lands more fully described in Exhibit A attached hereto, pursuant to a purchase agreement executed as of August 16, 2011 between Assignor and Assignee ("Purchase Agreement").

B. In connection therewith, Assignor desires to assign to Assignee, and Assignee agrees to assume, all interests, rights and obligations of Assignor as the "Declarant" as defined in the Declaration of The Rolling Hills Farm Residential Property Owners Association dated February 6, 2007, and recorded February 12, 2007, as Document No. 844269, in the Office of the Register of Deeds for St. Croix County, Wisconsin, as amended from time to time ("Declaration"), and all interests, rights and obligations associated with the Rolling Hills Farm Residential Property Owners Association, Inc., a Wisconsin non-stock corporation ("Association"), and all bank accounts, collected assessments and reserve funds ("Accounts") belonging to the Association and located at the Central Bank, as more particularly set forth herein.

C. Furthermore, in connection therewith, Assignor desires to assign to Assignee, and Assignee agrees to assume, all interests, rights and obligations of Assignor as the "Owner" as defined in the Conservation Easement Rolling Hills Farm Conservation Community dated February 2, 2007, and recorded February 5, 2007, as Document No. 843837, in the Office of the Register of Deeds for St. Croix County, Wisconsin ("Conservation Easement").

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in connection with the sale of Real Property, to it in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, and Assignee hereby assumes, the following:

A. All rights, interests, duties and obligations of Assignor as Declarant as set forth in the Declaration governing the Association;

B. All rights, interests, duties and obligations of Assignor as a lot owner within

the Association;

C. All rights, interests, duties and obligations of Assignor as Owner as set forth in the Conservation Easement;

D. Corporate records in Assignor's possession related to the Association.

2. Assignor represents and warrants to Assignee, its successors and assigns, that it owns or controls the legal and beneficial interest hereby assigned and has made no other concurrent assignment of any of said legal or beneficial right, title or interest in the items set forth in paragraph 1 above. Assignor further represents and warrants to Assignee that as of the date of this Assignment, Assignor is in full compliance with all items set forth in paragraph 1.

3. Assignee hereby accepts the foregoing Assignment and assumes, covenants and agrees to perform and fulfill and be liable for all of the duties and obligations of Assignor under the items set forth in paragraph 1 above arising and relating to periods after the date hereof. In no event shall Assignee be responsible for any duty or obligation of Assignor which arose or relate to periods prior to the date hereof.

4. This Assignment shall be binding on the parties hereto and their respective successors and assigns and shall be construed in accordance with and governed by the laws of the State of Wisconsin.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first written above.

ASSIGNOR:

ROLLING HILLS OF HAMMOND, LLC

By: Steven C. Bryant
Steven C. Bryant
Its: Manager

ASSIGNEE:

DESOTO ASSOCIATES, LLC

By: Richard J. Schreier
Richard J. Schreier
Its: Manager

EXHIBIT A

Legal Description

Lots 1-5, 7-14, 16-37, 39-64, 66-77, and Outlots 1-4 of the Plat of Rolling Hills Farm, recorded in the Office of the Register of Deeds of St. Croix County, Wisconsin, on February 5, 2007, in Volume 11 of Plats, page 19, Document No. 843836, located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the of the SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ all in Section 29, and part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin.

STATE DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

2006 NOV 13 AM 8:46

**ARTICLES OF INCORPORATION
OF
ROLLING HILLS FARM RESIDENTIAL
PROPERTY OWNERS ASSOCIATION, INC.**

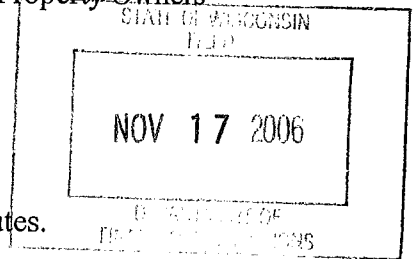
The undersigned incorporator, for the purpose of forming a nonstock corporation (hereinafter the "Corporation") under and pursuant to the provisions of the Wisconsin Nonstock Corporation Law, Ch. 181 of the Wisconsin statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE I
Name**

The name of the Corporation shall be "Rolling Hills Farm Residential Property Owners Association, Inc."

**ARTICLE II
Statutory Authority**

The corporation is organized under Chapter 181 of the Wisconsin Statutes.



**ARTICLE III
Registered Office and Registered Agent**

The name of the Corporation's initial registered agent and street address of the Corporation's initial registered office is as follows:

Rolling Hills of Hammond, LLC
Attention: Steven C. Bryant
710 North Main Street #102
River Falls, WI 54022

**Article IV
Principal Office Address**

The mailing address of corporation's initial principal office is as follows:

Grandview Professional Building
400 South Second Street, Suite 135
Hudson, WI 54016

WI - DFI CORP
FILE ID #

Roll 390

**ARTICLE V
Members**

The corporation will have members.

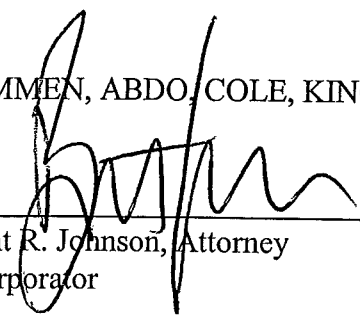
**ARTICLE VI
Incorporator**

The name and street address of the incorporator of the Corporation is as follows:

Lommen, Abdo, Cole, King & Stageberg, P.A.
400 South Second Street
Suite 210
Hudson, WI 54016

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of November,
2006.

LOMMEN, ABDO, COLE, KING & STAGEBERG, P.A.

By 
Brent R. Johnson, Attorney
Incorporator

This document was drafted by:

LOMMEN, ABDO, COLE, KING & STAGEBERG, P.A.
Brent R. Johnson, Esq.
Grandview Professional Building, Suite 210
400 South Second Street
Hudson, WI 54016

Please return this document to:

LOMMEN, ABDO, COLE, KING & STAGEBERG, P.A.
Brent R. Johnson, Esq.
Grandview Professional Building, Suite 210
400 South Second Street
Hudson, WI 54016

1093664

BETH PABST

REGISTER OF DEEDS

ST. CROIX CO., WI

RECEIVED FOR RECORD

12/05/2019 03:21 PM

EXEMPT #

REC FEE 30.00

PAGES: 24

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

Document No.

**SECOND AMENDED DECLARATION OF
THE ROLLING HILLS FARM PROPERTY
OWNERS ASSOCIATION**

Return to:

**Brent R. Johnson
Lommen Abdo, P.A.**

Grandview Professional Building Suite 210

400 South Second Street

Hudson, WI 54016

715 381-7104

brent@lommen.com

*(See below)

Parcel Numbers

Lots 1-77 and Outlots 1-4 Plat of Rolling Hills Farm, recorded in the Office of the Register of Deeds of St. Croix County, Wisconsin, on February 5, 2007, in Volume 11 of Plats, page 19, Document No. 843836, located in the NW¼ of the SW¼, the NE¼ of the of the SW¼, part of the SW¼ of the SW¼, and part of the SE¼ of SW¼ all in Section 29, and part of the NE¼ of NW¼ of Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin.

* Parcel Numbers: 018-2019-38-000; 018-2019-78-000; 018-2019-46-000; 018-2019-65-000; 018-2019-31-000; 018-2019-36-000; 018-2019-15-000; 018-2019-53-000; 018-2019-06-000; 018-2019-73-000; 018-2018-02-999; 018-2019-08-000; 018-2019-46-000; 018-2019-25-000; 018-2019-36-000; 018-2019-75-000; 018-2019-13-000; 018-2019-40-000; 018-2019-62-000; 018-2019-58-000; 018-2019-18-000; 018-2019-70-000; 018-2019-20-000; 018-2019-04-000; 018-2019-49-000; 018-2019-26-000; 018-2019-41-000; 018-2019-45-000; 018-2019-09-000; 018-2019-35-000; 018-2019-61-000; 018-2019-12-000; 018-2019-79-000; 018-2019-57-000; 018-2019-32-000; 018-2019-66-000; 018-2019-52-000; 018-2019-17-000; 018-2019-71-000; 018-2019-48-000; 018-2019-05-000; 018-2019-42-000; 018-2019-39-000; 018-2019-10-000; 018-2019-55-000; 018-2019-60-000; 018-2019-67-000; 018-2019-80-000; 018-2019-02-000; 018-2019-33-000; 018-2019-27-000; 018-2019-51-000; 018-2019-44-000; 018-2019-72-000; 018-2019-56-000; 018-2019-22-000; 018-2019-64-000; 018-2019-77-000; 018-2019-01-000; 018-2019-30-000; 018-2019-28-000; 018-2019-54-000; 018-2019-47-000; 018-2019-68-000; 018-2019-34-000; 018-2019-07-000; 018-2019-16-000; 018-2019-24-000; 018-2019-63-000; 018-2019-74-000; 018-2019-81-000; 018-2019-37-000; 018-2019-19-000; 018-2019-14-000; 018-2019-50-000; 018-2019-59-000; 018-2019-43-000; 018-2019-69-000; 018-2019-11-000; 018-2019-03-000; 018-2019-21-000; 018-2019-29-000.

**SECOND AMENDED DECLARATION OF THE ROLLING HILLS FARM
RESIDENTIAL PROPERTY OWNERS ASSOCIATION**

THIS SECOND AMENDED DECLARATION OF THE ROLLING HILLS FARM RESIDENTIAL PROPERTY OWNERS ASSOCIATION (hereinafter "Declaration") is made effective as of the 31 day of October, 2019, by **VoranDeSoto LLC**, a Minnesota limited liability company (the "Declarant").

This Declaration supersedes and replaces in their entirety the Declaration of the Rolling Hills Farm Residential Property Owner's Association recorded February 12, 2007, as Document No. 844269; and the First Amended Declaration recorded November 22, 2010, as Document No. 927338.

**ARTICLE I
DECLARATION**

Declarant hereby certifies that it owns at least two-thirds (2/3) of the total voting interests held by all lot owners of the above-described property and is authorized to execute this amendment as provided in Article XI hereof. The land subject to this Declaration is known as the Rolling Hills Farm Conservation Community (as defined in Section 2.02) and includes all easements, rights, and appurtenances pertaining thereto (collectively the "Property"). The Declarant further declares that the Property and all of the Lots (as defined in Section 2.03) shall be subject to this Declaration and that the Association described in Section 2.01 shall be and hereby remains in full force and effect.

**ARTICLE II
NAME; DESCRIPTION OF PROPERTY**

2.01. Name. The name of the residential property owners association is the "Rolling Hills Farm Residential Property Owners Association" (the "Association"). The Association may be a non-incorporated association of property owners until such a time as the Association may, by affirmative majority vote, incorporate as a Wisconsin non-stock corporation.

2.02. Legal Description. The land comprising the Property (the "Land") is located in the Township of Hammond, St. Croix County, Wisconsin, and is legally described on the cover sheet of this instrument and on Exhibit A attached hereto and made a part hereof.

2.03. Lots. The Property shall include individually numbered Lots (the "Lot" or "Lots") as set forth and identified on the Final Plat of Rolling Hills Farm.

2.04. Address. The principal mailing address of the Association shall be Tyme Properties, LLC, 3435 Labore Road, Suite 150, Vadnais Heights, Minnesota 55110. The Board of Directors may change the principal mailing address of the Association from time to time.

**ARTICLE III
COMMON AREAS**

3.01. Common Areas. The common areas (the "Common Areas") include the following:

- (a) All Common Areas labeled or otherwise identified as such on the Final Plat of the

Rolling Hills Farm subdivision (the "Final Plat") or otherwise designated as such by the Association;

(b) All Land, open spaces, parks, and improvements that are not part of a Lot, including the "Preserve" as defined and described in the Conservation Easement recorded against the Land;

(c) Paved sidewalks, private streets, pedestrian trails, hiking trails, and walkways, if any, that are not part of a Lot; and

(d) Mailbox islands designated as Common Areas by the Association

3.02. Conflict Between Boundaries.

(a) If any portion of the Common Area shall encroach upon any Lot, or if any Lot shall encroach upon any other Lot or upon any Common Area as a result of duly authorized construction, reconstruction, or repair of a Lot or Common Area or any building or improvement located thereon, then a valid easement for the encroachment and for its maintenance and repair shall exist so long as such building or improvement stands; provided, however, that if any such encroachment or easement materially impairs any Lot owner's enjoyment of the Lot owned by such Lot owner or of the Common Areas in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Lot owner or to the Association within ninety (90) days of the discovery of the encroachment.

(b) Following any change in the location of the boundaries of Lots under this Section 3.02, the square footages of all affected Lots or Common Areas shall continue to be determined by the square footages, if any, shown on the Final Plat for all purposes under this Declaration.

ARTICLE IV PERCENTAGE INTERESTS; VOTING

4.01. Percentage Interests. The undivided percentage interest in the Common Areas, appurtenant to each Lot, shall be a percentage equal to one (1) divided by the total number of Lots, unless otherwise specified herein. Initially, each Lot's percentage shall be 1.3%, which represents a 1/77th interest.

4.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Lot shall be deemed to include the Lot owner's undivided percentage interest in the Common Areas and in any insurance proceeds or condemnation awards, even though such interest is not expressly described or referred to therein. By accepting a deed to a Lot, the Lot owner agrees to be bound by this Declaration and the bylaws and rules adopted by the Association.

4.03. Voting. The vote of each Lot owner at meetings of the Association (as defined in Article V) shall be equal to the percentage of interest in the Common Areas pertaining to such Lot.

4.04. Multiple Owners. If there are multiple owners of any Lot, their votes shall be counted in the manner provided in the bylaws; otherwise, there shall be no more than one vote per Lot.

4.05. Limitations on Voting Rights. No Lot owner shall be entitled to vote on any matter submitted to a vote of the Lot owners until the Lot owner's name and current mailing address, and the name and address

of the Mortgagee of the Lot, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Lot owner from voting on any matter submitted to a vote of the Lot owners if the Association has recorded a statement of lien against the Lot and the amount necessary to release the lien has not been paid at the time of the voting. The Association may record any such lien in the same manner as a condominium lien under Chapter 703, Wis. Stats.

ARTICLE V RESIDENTIAL PROPERTY OWNERS ASSOCIATION

5.01. General. All Lot owners shall be entitled and required to be a member of the Association, which shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Areas and the Preserve, subject to easements, including without limitation the Conservation Easement recorded against the Land. Such management may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose, or the hiring of a manager or management company. Initially, the Association shall not be incorporated. However, if approved by a majority consent of Lot owners, the Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation (the "Articles"), if any, and bylaws (the "Bylaws"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law") if applicable. The Association's activities in the Preserve shall be governed by the Conservation Easement and the Rolling Hills Farm Conservation Community Ecological Restoration and Management Program (the "Ecological Program"). All Lot owners, tenants of Lot owners, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of and all rules and regulations adopted by the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, if any, the Bylaws, and the Conservation Easement over the Preserve. The Association shall have the exclusive right to promulgate reasonable Rules and Regulations from time to time for the benefit of the Property, the Lots and Lot owners, and for the purpose of enhancing property values by maintaining and improving the Common Areas and the development as a whole. If such rules are duly promulgated after vote of the Lot owners, the Association shall distribute to each Lot owner the updated version of such Rules and Regulations upon any amendment or modification thereof. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Lot owners unless otherwise stated in such amendment or modification.

5.02. Intentionally deleted.

5.03. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. The Declarant and two other persons appointed by Declarant shall comprise the entire Board of Directors prior to the conveyance of twenty Lots, unless Declarant shall elect in its sole discretion to appoint one or more additional Directors sooner, provided that all such Directors are Lot owners. Declarant shall have the exclusive right and power to appoint and remove any or all such Directors appointed prior to the conveyance of twenty Lots. Declarant and two other persons appointed by Declarant shall serve as Directors until the Declarant sells its fortieth Lot. After the Declarant sells its fortieth Lot, Declarant shall continue to serve as director, and the Association shall hold a meeting and the Lot owners other than the Declarant shall elect the two additional Directors. After the Declarant sells its sixtieth Lot, the Association shall hold a meeting and the Lot owners other than the Declarant shall elect an additional director or Directors so that there are a total of five Directors. Declarant may elect, at its sole option, to remain a director until the Declarant sells its last remaining lot.

5.04. Maintenance and Repairs.

(a) **Common Areas.** The Association shall be responsible for the management and control of the Common Areas, including the Preserve, and shall maintain the same in good, clean, and attractive order and repair. All management, maintenance and repairs associated with the Preserve shall be in accordance with the Ecological Program implemented for the Preserve. In addition, the Association shall be responsible for providing, maintaining, and snow plowing all sidewalks, designated parking areas; and the maintenance, repair, and replacement of all outdoor amenities located upon the Common Areas, including lawns, landscaping, sidewalks, parks, pavilions, bicycle paths, foot paths, trails, driveways, and parking areas, if any.

(b) **Lots.** Each Lot owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Lot owner's Lot (including all utility systems, water and sewer systems, and electrical, heating, and air conditioning systems serving such Lot, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 7.01. Each Lot owner shall at all times keep the Lot in good condition and repair. If any Lot or portion of a Lot for which a Lot owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Areas, the Association, upon fifteen (15) days' prior written notice to the Lot owners of such Lot, shall have the right to correct such condition or to restore the Lot to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Lot for the purpose of doing so, and the Lot owners of such Lot shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Lot as a Special Assessment under Section 5.07.

(c) **Damage Caused by Lot Owners.** To the extent (i) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Areas or a Lot is required as a result of the negligent, reckless, or intentional act or omission of any Lot owner, tenant, or occupant of a Lot owner or Lot, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Area is required as a result of an alteration to a Lot by any Lot owner, tenant, or occupant of a Lot, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Areas following any alteration of a Common Area required by this Declaration, or the removal of any such alteration, the Lot owner that committed the act or omission or that caused the alteration, or the Lot owners of the Lot occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration. If damage occurs in the Preserve, repair or restoration shall be carried out in accordance with terms and procedures set forth in the Conservation Easement and Ecological Program.

(d) **Well Systems.** Each Lot owner shall be exclusively responsible for all maintenance and repairs associated with the well system and related components ("well system") serving the Lot owner's Lot. Lot owners who share a well system shall share equally in the maintenance and repairs to the shared portions of the well system, such as the well casing, subject to Section 5.04(c). However, each Lot owner is solely responsible for all portions of the well system serving only that Lot owner's Lot. Notwithstanding the above provisions, the Association shall have full authority to enter a Lot and

make repairs to any portion of the well system if, in the sole discretion of the Board of Directors, such repairs are necessary or reasonably prudent to prevent or minimize damage or potential damage to the well system, another Lot, or Common Areas, in which event the Lot owner or owners shall reimburse the Association for all costs and expenses associated therewith, subject to the notice provisions of Section 5.04(b) and subject to the lien procedures set forth in Section 5.06.

(e) Sanitary Systems. "Sanitary System" shall mean the sewage treatment systems servicing the Property and shall include, without limitation, the drain fields, drain field dosing tanks, recirculation tanks, filter tanks, septic tanks, air blowers, control panels, manholes, metering manholes, and all related systems and improvements. Each Lot owner shall be exclusively responsible for all maintenance and repairs associated with the Sanitary System and related components that serve the Lot owner's Lot and specifically including the service lines, piping, equipment and fixtures (including grinder pumps) located on the Lot and designed to provide service exclusively to that Lot. Lot owners who share a sanitary system shall share equally in the maintenance and repairs to the shared portions of the sanitary system, subject to Section 5.04(c). Notwithstanding the above provisions, the Association shall have a perpetual easement over and across all Lots and full authority to enter a Lot and make repairs to the Sanitary System if, in the sole discretion of the Board of Directors, such repairs are necessary or reasonably prudent to prevent or minimize damage or potential damage to the Sanitary System, another Lot, or Common Areas, in which event the Lot owner or owners shall reimburse the Association for all costs and expenses associated therewith, subject to the notice and lien provisions of Section 5.04(b). All Lot owners must comply with reasonable requests by St. Croix County related to maintenance, upkeep, repairs, and inspections of septic systems. All Lot owners shall comply with the Sanitary System Management Plan imposed by local and state agencies. With respect to all Lots served by a "Private Onsite Wastewater Treatment Systems Program" ("POWTS"), the following shall apply: (i) the Owner of a Lot served by a POWTS shall be responsible for ensuring that the operation and maintenance of the POWTS occurs in accordance with Wisconsin Administrative Code, Commerce Chapter 83, and the approved management plan under Sec. Comm. 83.54(1); (ii) a POWTS that is not maintained in accordance with the approved management plan or as required under Sec. Comm. 83.54(4) will be considered by the Wisconsin Department of Commerce to be a human health hazard; and (iii) the Owner of a Lot served by a POWTS shall be responsible for submitting a maintenance verification report acceptable to St. Croix County for maintenance tracking purposes, at intervals deemed by the county to be appropriate for the components utilized in the POWTS. The operation and continuous maintenance of the Sanitary System is the responsibility of each Lot owner and shall be carried out in a manner described by the "Sanitary System Management Owner Guidelines and Procedures" attached as Appendix F to the Ecological Program. The Association shall be responsible for operation, maintenance and repair of the portions of the Sanitary System that do not exclusively serve an individual Lot, and portions of the Sanitary System that are designated as Common Elements.

(f) Trails. The Association shall maintain the trails within the Property, keep them in good condition and repair, and ensure that continued access is provided to Lot owners.

5.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management, repair, and maintenance of the Common Areas and other areas described herein as being owned by or under the ordinary care and responsibility of the Association shall be deemed to be common expenses (the "Common Expenses") including, without limitation, expenses incurred for the following: implementation of the Ecological Program for the Preserve; landscaping and lawn care of Common Areas; snow shoveling and plowing of Common Areas; improvements to the Common Areas; common grounds security lighting;

municipal utility services, trash collection and other services provided to the Common Areas; water courses and stormwater ponds; wetlands; and maintenance and management salaries and wages associated therewith.

(a) **Reserved.**

(b) **Stormwater Management Facilities and Erosion Control Systems.** The Association shall be responsible for ongoing maintenance and repair of all stormwater management facilities and erosion control structures and devices located in the Common Areas and the expenses associated with such maintenance and repair shall be a Common Expense. The Association or its designated agents shall have the power and responsibility to determine what measures are appropriate to adequately and responsibly maintain the said devices and to assess, levy against, and collect from each Lot a proportionate share of the cost of said maintenance and repairs as and when necessary. Ongoing maintenance and repair activities are prescribed in Section 4.1 of the Ecological Program and titled “Stormwater Facilities Maintenance Plan and Owners Responsibilities” (“Stormwater Plan”).

5.06. General Assessments. The Association shall levy annual general assessments (the “General Assessments”) against the Lot owners for the purpose of maintaining a fund from which Common Expenses shall be paid. The General Assessments against the Lot owners shall be assessed in proportion to their percentage interests in the Common Areas, except that until occupancy permits have been issued for all Lots, the General Assessments for insurance premiums, as explained in Article VII herein, shall be levied evenly against all Lots for which occupancy permits have been issued. General Assessments shall be due in advance upon request by the Association on an annual basis, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Lot on which it is assessed if a statement of lien is filed within two (2) years after the assessment becomes due, in the same manner as provided in 703.15(2)(c) of the Wisconsin Statutes, and for such purpose a Lot shall be treated as if it were a condominium unit. No General Assessments shall be assessed against any Lot owned by Declarant. However, the General Assessments payable by any Lot owner other than Declarant shall not exceed the amount that Lot owner would be charged if Declarant’s Lots were subject to full General Assessments, based on the annual operating budget then in effect. Thus, the Association shall ensure that no individual Lot owner is required to pay more than the individual Lot owner’s proportionate share of General Assessments. Declarant shall pay the deficit if the total General Assessments payable by Lot owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a reserve account, (a) no reserve fund assessments shall be levied against any Lot until a certificate of occupancy has been issued for that Lot, and (b) payment of any reserve fund assessments against any Lot owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Lot, or (ii) five years from the date exterior construction of the Building in which the Lot is located has been completed.

5.07. Special Assessments. The Association may, when necessary as result of an emergency or unexpected event, levy special assessments (the “Special Assessments”) against the Lot owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 8 and Section 11; for defraying the cost of improvements to the Common Areas; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 5.04 and Article XII, or for any other purpose for which the Association may determine a Special Assessment is necessary for the improvement or benefit of the Property, following a proper vote of Lot owners as set forth in the Bylaws. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and,

together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Lot on which it is assessed if a statement of is filed within two (2) years after the Special Assessment becomes due as provided in the Section 5.06.

5.08. Common Surpluses. If surpluses of the Association (the “Common Surpluses”) should be accumulated, other than surpluses in any construction fund as described in Section 8.06 and Section 9.06, such Common Surpluses may be credited against the Lot owners’ General Assessments in proportion to their respective percentage interests in the Common Areas, and in proportion to amounts actually paid by individual Lot owners, or such surplus may be used for any other purpose as the Association may determine.

5.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Lot (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

ARTICLE VI CONSTRUCTION, CARE AND USE RESTRICTIONS

6.01. Lot Improvements, Alterations and Construction.

(a) No Lot upon the Property may be further subdivided. A Lot owner may make improvements and alterations upon the Lot owner’s Lot; provided, however, that such improvements or alterations shall not impair or interfere with any easement, including without limitation the Conservation Easement recorded against the Property, and any such improvement or alteration must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Lots and the Common Areas, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) All plans for improvements or construction of any type shall be approved in writing before constructions commences, by the architectural review committee (“ARC”) appointed by the Board of Directors, which shall consist of three Lot owners. If a committee is not appointed the Board of Directors shall serve as the ARC. In granting or denying approval, the ARC may consider any and all factors that it deems relevant.

(c) If a Lot owner acquires all of one or more adjoining Lots or other Lots identified in the Final Plat, the Lot Owner’s percentage interest in the Common Areas and for all other purposes provided herein shall be equal to the number of Lots so combined divided by the total number of Lots, and as otherwise provided in Section 5.01 above.

(d) The construction of a home or accessory building upon a Lot shall be completely finished on the exterior within twelve (12) months after the date of commencement of construction.

(e) Landscaping, other than seeding or sodding areas disturbed by construction, shall not be required. Seeding and sodding must be completed within twelve (12) months after completion of construction, unless the Declarant or the Association require earlier completion for purposes of erosion control. Once construction has commenced, Lot owners and their agents and contractors shall be responsible for maintaining erosion control as required by the Township and the St. Croix County.

(f) Certain plants, due to their potential to invade and harm the Preserve, shall not be planted or permitted to remain on any Lot. Plants that are specifically prohibited are identified on Appendix D of the Ecological Program. Preferred plants are identified on Appendix E of the Ecological Program.

(g) Telephone, cables, electrical and gas services to a Lot shall be buried underground.

(h) All driveways shall be constructed in accordance with the specifications of Hammond Township.

6.02. Storm Water and Erosion Control.

(a) Each Lot owner shall be responsible for proper care of the Lot and proper conservation practices, which shall include water run-off and erosion control as reasonably established by the St. Croix County Land and Water Conservation Department. Each Lot owner shall be responsible for ensuring that the drainage of surface water is not altered so as to adversely affect the Common Areas including the Preserve, the Property, or other Lots. Each Lot owner shall be responsible for keeping silt on their own property and ensuring that the drainage of surface water is not changed so as to adversely affect the Property or other Lots. During the period of construction on a Lot, all erosion control procedures necessary to meet the performance standards of Department of Commerce publication *Comm. 21.125 3a* shall be properly implemented, installed and maintained by the Lot owner and his or her agents, and by the building permit applicant. If erosion occurs after construction activities have ceased, adequate erosion control measures shall be implement immediately by the Lot owner.

(b) A professionally engineered storm water management plan titled "Stormwater Pollution Prevention Plan for Rolling Hills Farm" and attached as Appendix G of the Ecological Program was created and implemented for the Rolling Hills Farm subdivision. There are ponding easements, wetland areas, and drainage easements in various locations on the Property and throughout the Common Areas and at side lot lines of the Lots, some of which are depicted on the Plat. No Lot owner shall fill, alter or interfere with any wetland areas, drainage easements, erosion control devices, or ponding areas wherever located.

6.03. Use and Restrictions on Use of Lot. Each Lot shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. Business activities may be conducted on a Lot with prior approval of the Association, provided however, that such activities do not create a nuisance or unreasonably interfere with the use and enjoyment of other Lots. All activities shall comply with local ordinances, state statutes, and the Rules and Regulations promulgated by the Association.

6.04. Nuisances. No Noxious or offensive activities shall be conducted or permitted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any of the neighborhood. No nuisance shall be allowed anywhere upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Property by the Lot owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 7.01. All parts of every Lot shall be kept in a clean and sanitary condition. No Lot owner shall permit any use of its Lot or of the

Common Areas that increases the cost of insuring the Property.

6.05 Approval Process; standards.

(a) Plan Submittal and Review. A Lot owner or his or her agent shall submit all plans to the ARC and obtain approval by the ARC before the commencement of construction. Approval shall be required for any and all Lot improvements, including driveways, dwellings, garages, outbuildings, sheds, other structures and landscaping. Each request shall include complete building plans, specifications and site plans, which shall be submitted to ARC for review in the form of an application. Building plans shall be drawn to either 1/8 or 1/4 scale. Proposed exterior materials and colors shall be provided. Site plans shall be drawn to a scale not less than one inch equals thirty feet (1" = 30'). Site plans shall show building placement, Lot lines, setbacks, easements, well and septic locations, and proposed drainage and tree clearing. The ARC shall have 14 days from the date when it receives complete submittals to respond in writing to an application for approval. If the ARC fails to respond within 14 days, the plans shall be deemed to be approved. If construction has not commenced within one year after approval, such approval shall expire and applicant shall resubmit a complete application for approval request.

(b) Dwellings. Single-story and rambler style homes shall have a minimum foundation size of 1,200 square feet. Split level and multi-level homes shall have a minimum foundation size of 1,000 square feet. Two-story homes shall have a minimum foundation size of 1,000 square feet. Each new dwelling shall have a combination of the following architectural details: (i) premium siding such as LP Smartside or equivalent (vinyl siding shall be permitted in the discretion of the ARC, provided the ARC first receives complete manufacturer and product information and the proposed siding has a minimum thickness of 0.44 millimeters); (ii) exterior trim packages such as window trim, corner boards, rake boards, frieze boards, water table boards and transition bands; (iii) exterior specialties such as decorative gable end trusses, brackets, corbels, shutters and planter boxes; (iv) gable end architectural details; (v) concrete or paver stone driveway; (vi) upgraded garage doors; and (vii) the front exterior of each dwelling shall contain brick or stone. Roof pitch shall be a minimum of 6/12. Accent roofs may be permitted with a different pitch than the remainder of the roof.

(c) Garages. Garages shall have a minimum foundation size of 576 square feet.

(d) Outbuildings and Accessory Structures. Detached accessory structures such as sheds and outbuildings are permitted, provided they comply in all respects with local ordinances. All such structures shall be completely finished within 12 months after the commencement of construction and shall use colors, materials and design that is synonymous with and complementary to the residential dwelling. Steel, prefabricated buildings shall not be permitted.

(e) Fencing. Board or ARC approval shall be required for all fences, fence locations and setbacks before the commencement of construction. All fences shall be constructed with brick, stone, iron, wood, premium vinyl or a combination of the foregoing. Galvanized fences shall not be permitted unless vinyl coated. No fence shall exceed 6 feet in height. All fences shall comply with local ordinances and shall be set back within 10 feet from the rear wall of the residential dwelling.

(f) Driveways. All driveways shall be hard surfaced, approved by the ARC before construction and constructed in accordance with local ordinances. Driveways shall be completed within 12 months after completion of the residential dwelling.

6.06. Lease of Lots. Each Lot or any part thereof may be rented by written lease, provided that

(a) The term of any such lease shall be not less than four (4) months;

(b) The Lot owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement, providing that the lease is subject and subordinate to the same; and

(d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Conservation Easement; and the past use by the tenant or its invitees or guests of any part of the Property in a manner offensive or objectionable to the Association or other occupants of the Property by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Lot, each Lot owner of such Lot shall remain liable for the compliance of the Lot, such Lot owner and all tenants of the Lot with all provisions of this Declaration, the Bylaws, the Rules and Regulations of the Association, and the Conservation Easement, and shall be responsible for securing such compliance from the tenants of the Lot. The Association may require that a copy of each lease of all or any part of a Lot be filed with the Association. The restrictions against leasing contained in this Section 6.05 shall not apply to leases of the Lots by the Declarant or leases of the Lots to the Association.

6.07. Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows: one sign no greater than ten (10) square feet in size advertising a Lot for sale; otherwise, no sign shall be displayed without the written consent of the Association. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Property, small signs (less than 8 square feet) interpreting the property's ecology, and to erect appropriate signage for the sales of Lots.

6.08. Temporary Structures. No temporary structures will be permitted on any Lot without prior approval in writing by the Board of Directors or the ARC.

6.09. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. Trash, garbage, and other waste shall not be kept except in sanitary containers. Outdoor dumpsters shall not be allowed other than for construction, on a temporary basis. All other disposal containers shall be kept in a clean and sanitary condition and stored in an unobtrusive manner.

6.10. Parking; Storage. No vehicles, campers, boats or trailers shall be parked on any yard or grass at any time. No heavy equipment, machinery, semi-tractor, or trailer shall be parked overnight on any Lot or portion thereof, or adjoining road, except temporarily in conjunction with construction on the Lot permitted by the ARC. No inoperative vehicle shall be kept or permitted to remain on any Lot unless stored in a garage or accessory structure and not visible to the public. All agricultural and lawn maintenance equipment, snowmobiles, motorcycles, ATVs, pickup toppers and other machinery shall be kept in garages or accessory structures when not in use. No firewood or wood pile shall be kept outdoors on any Lot unless neatly stacked and screened from view from all roads.

6.11. Pets and Animals. Pets are permitted in accordance with the current applicable Rules and Regulations. Only dogs, cats, birds, and other animals that are customarily considered pets may be kept on the Property as domestic pets. Pets shall be restricted and not permitted to run at large. Any kennel or dog house shall not be visible from the public road. No livestock or horses shall be kept on any Lot.

6.12. Landscaping. Sod or seed shall be installed within 12 months after completion of the residential dwelling. Each Lot owner shall be responsible for installing and maintaining erosion control as required by applicable town and county ordinances. Lot owners shall not plant any decorative plants, vegetables, and shrubbery outside of their Lot without the prior written consent of the Board or ARC.

6.13. Motorized Vehicles. Motorized vehicles of any sort are prohibited from and shall not be operated on the Common Areas or the trail system located on the Property. The operation of snowmobiles, ATVs, or motorcycles shall not occur or be permitted to occur anywhere on the Property except for access to and from trails and roads that are specifically designated for such use, by way of the public road system.

ARTICLE VII INSURANCE

7.01. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Areas, for the Lot as originally constructed through the date when the Lot is conveyed from the Declarant to a Lot owner, and for the Association's service equipment, supplies and personal property. Each Lot owner shall obtain and maintain fire and casualty insurance coverage for all improvements to the Lot made after obtaining title to the Lot and for all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Areas shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Common Areas in the name of the Association as insurance trustee for the individual Lot owners in their respective percentage interests in the Common Areas, and may list each Lot owner as an additional insured with respect to its Lot. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Common Areas insured hereunder, the

proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Lot owners and the Mortgagees and distributed as provided in Article VIII.

7.02. Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, Directors, and the Lot owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Areas. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written in the name of the Association as insurance trustee for the Association, its Directors and officers, and for the individual Lot owners in their respective percentage interests in the Common Areas. Such insurance policy shall contain a “severability of interest” or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Lot owner because of the negligent acts of the Association or other Lot owners. All premiums for such insurance shall be Common Expenses. Each Lot Owner must at all times insure its own Lot and improvements for personal benefit.

7.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Lot, the Association may require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association’s annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

7.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Lot owner to be subrogated to any right of the Association or a Lot owner arising under this Declaration. The Association and each Lot owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Lot owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Lot owner from obtaining such policy.

7.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder’s rating of at least “A” and a financial rating of at least Class VII, as rated in the latest edition of Best’s Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

**ARTICLE VIII
RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION**

8.01. Determination to Reconstruct or Repair. If all or any part of the Common Area becomes damaged or are destroyed by any cause, the damaged Common Area shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$1,000 times the number of Lots then making up the Association. Damage due to authorized entry for the purpose of

installing a septic system or other private system approved by the Declarant and Association shall be subject to the same requirement to reconstruct or repair. Acceptance by a Lot owner of a deed to a Lot shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Lot owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Lot owners, and such repair or reconstruction shall be deemed approved if a majority of votes by Lot owners are cast in favor of such repair or reconstruction.

8.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications as described in the Ecological Program, Stormwater Plan, grading plan, and the final plat, and used in the original construction of the damaged Common Areas, unless (1) a majority of the first Mortgagees (one vote per mortgaged Lot) approve a variance from such plans and specifications; and (2) the Board of Directors authorizes the variance in the case of reconstruction of or repair to the Common Areas; and (3) such variance is approved by the parties to the Conservation Easement. Notwithstanding the above, the majority of the first mortgagees and the Board of Directors of the Association shall not approve a variance from such plans and specifications if such approval harms the conservation values of the preserve or in any way reduces the efficacy of the Stormwater Management Facilities. If a variance is authorized from the maps, plans, and specifications contained in the Final Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

8.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Areas, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

8.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 7.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Areas. The Association shall have no responsibility to repair, reconstruct, or replace any Lot or any improvements located within a Lot. Lot owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 8.06.

8.05. Assessments For Deficiencies. If proceeds of insurance are insufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Lot owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Areas shall be in proportion to each Lot owner's percentage interest in the Common Areas. All such funds shall be held and disbursed by the Association as trustee for the Lot owners and Mortgagees involved.

8.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Areas or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Lot owners according to their respective percentage interests in the Common Areas.

8.07. Damage or Destruction of Lot. Following any damage or destruction to any improvements located on any Lot, the Lot owner shall repair and restore such Lot to its condition prior to the damage or destruction as soon as possible but within two hundred seventy (270) days of the damage or destruction.

**ARTICLE IX
CONDEMNATION**

9.01. Allocation of Award. If a local or state government agency takes Property by eminent domain, any damages for the taking of all or part of the Property shall be awarded as follows:

(a) Every Lot owner shall be allocated the entire award for the taking of all or part of the Lot owner's respective Lot or any improvements located therein, and for consequential damages to the Lot or improvements located therein.

(b) If no reconstruction is undertaken, an award for taking of Common Areas shall be allocated to Lot owners in proportion to their respective percentage interest in the Common Areas.

9.02. Determination to Reconstruct Common Areas. Following the taking of all or part of the Common Areas, the Common Areas shall be restored or reconstructed.

9.03. Plans and Specifications for Common Areas. Any reconstruction shall, as far as is practicable, be made in accordance with the plans and specifications used in the original construction of the taken Common Areas unless seventy-five percent (75%) of the Lot owners, a majority of the first Mortgagees (one vote per mortgaged Lot), and the Board of Directors shall authorize a variance from such plans and specifications, and provided such variance is approved by the parties to the Conservation Easement. Notwithstanding the above, the majority of the first Mortgagees and the Board of Directors of the Association shall not approve a variance from such plans and specifications if such approval harms the conservation values of the Preserve or in any way reduces the efficacy of the Stormwater Management Facilities. If a variance is authorized from the maps, plans, or specifications contained in the Final Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

9.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Areas, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

9.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Areas is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Lot owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Lot owner's respective percentage interest in the Common Areas and shall constitute a Common Expense.

9.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Lot owners in proportion to their respective percentage interests in the Common Areas and in proportion to amounts actually paid by Lot owners for general and special assessments.

9.07. Percentage Interests Following Taking. Following the taking of all or any part of any Lot, the percentage interest in the Common Areas appurtenant to any Lot shall be equitably adjusted to reflect the respective relative values of the remaining Lots (or portions thereof) to all of the Lots, determined without regard to the value of any improvements located within the Lots. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Lots. Such

amendment need be signed only by two officers of the Association.

ARTICLE X MORTGAGEES

10.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Lot (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

- (a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.
- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.
- (c) Any physical damage to the Common Areas in an amount exceeding Twenty Thousand Dollars (\$20,000).

10.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XI of this Declaration, neither Section 10.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

10.03. Owners of Unmortgaged Lots. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Lot owner of any unmortgaged Lot shall be considered a "Mortgagee" as well as a "Lot owner" for purposes of such provision.

10.04. Liens. Any Mortgagee who obtains title to a Lot under the remedies provided in the mortgage or land contract against the Lot or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XI AMENDMENT

Except as otherwise may be required by law, or as otherwise may be provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Lot owners who together hold at least two-thirds (2/3) of the total voting interests held by all Lot owners. No Lot owner's consent shall be effective without the consent of the first mortgagee of such Lot. So long as the Declarant owns any Lot, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for St. Croix County, and a copy of the amendment shall also be mailed or personally delivered to each Lot owner at its address on file with the Association.

ARTICLE XII REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Lot owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Lot shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Hammond or St. Croix County to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article V), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Lot owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Lot owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Lot owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Lots damaged by the violation pro rata. Notwithstanding the foregoing, if any Lot owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Lot owner and such Lot owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Lot as a Special Assessment under Article V. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Lot owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIII GENERAL

13.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the Township of Hammond, St. Croix County, or any public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, storm water drains, ponds and other storm water management structures, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Property. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

13.02. Right of Entry. By acceptance of a Deed, each Lot owner shall have granted a right of entry and access to its Lot to the Declarant during the period of Declarant Control and to the Association to correct any condition originating in its Lot and threatening another Lot or the Common Areas, to install, alter, or repair mechanical or electrical services or other Common Areas in its Lot or elsewhere in the Property, and to maintain and repair Common Areas and other areas as described in Section 5.04. Such entry shall be made with prior notice to the Lot owners, and shall be scheduled for a time reasonably convenient to the Lot owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Lot owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Lot or Lots for cause in the discretion of the Board of Directors. By acceptance of a Deed, each Lot owner shall have granted a right of entry and access to its Lot to the Declarant for the additional purpose of accessing and making connections and extensions of all water and sewage pipes located on the Property.

13.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Lot regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 13.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

13.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

13.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Areas as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Property and Lots.

13.06. Registered Agent. The name and mailing address of the registered agent for the Association shall be Tyme Properties, LLC, 3534 Labore Road, Suite 150, Vadnais Heights, Minnesota 55110. The registered agent may be changed by the Association in any manner permitted by law.

13.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

13.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

[SIGNATURE PAGES FOLLOW]

EXHIBIT "A"

Legal Description of Property

Lots 1-77 and Outlots 1-4 Plat of Rolling Hills Farm, recorded in the Office of the Register of Deeds of St. Croix County, Wisconsin, on February 5, 2007, in Volume 11 of Plats, page 19, Document No. 843836, located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ all in Section 29, and part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, all in T29N, R17W, Town of Hammond, St. Croix County, Wisconsin.

THIS INSTRUMENT WAS DRAFTED BY:

LOMMEN ABDO, P.A.

Brent R. Johnson
Grandview Professional Building, Suite 210
400 South Second Street
Hudson, WI 54016
(715) 381-7104;
Fax: (715) 386-8219
brent@lommen.com

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed and effective as of the 31 day of October, 2019.

VoranDeSoto LLC

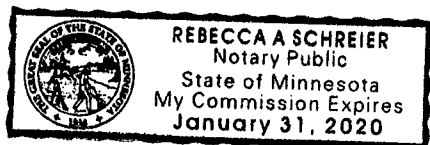
Paul Schreier

By: *Paul Schreier*

Its: *President*

Owner of Lots 1-4; 8-14; 18-35; 39-64; 66-67; 69-72; and 75.

Declarant hereby certifies that it owns 62 of the 77 Lots as of the date hereof, which constitutes more than 2/3 of the voting interests as provided in Article XI.



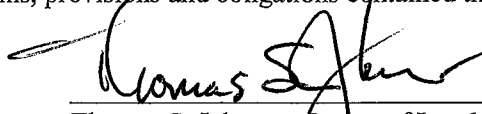
STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey)

Personally came before me the above named Paul Schreier as President of VoranDeSoto LLC, a Minnesota limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

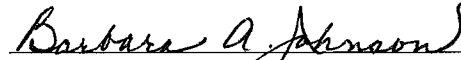
Name: Rebecca A Schreier
Notary Public, State of Minnesota
My Commission Jan 31, 2020

CONSENT OF PROPERTY OWNERS

I/we have reviewed the foregoing Declaration of the Second Amended Rolling Hills Farm Residential Property Owners Association and consent to all terms, provisions and obligations contained therein.



Thomas S. Johnson, Owner of Lot 65



Barbara A. Johnson, Owner of Lot 65

STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me the above named Thomas S. Johnson and Barbara A. Johnson, who acknowledged the foregoing document for the purposes recited therein.

Dated: 11/4/19

Name: Teresa A. Huckabee
Notary Public, State of Wisconsin
My Commission is permanent.

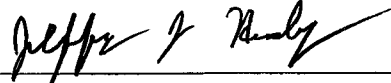
Exp. Oct. 29, 2023



CONSENT OF PROPERTY OWNERS

I/we have reviewed the foregoing Declaration of the Second Amended Rolling Hills Farm Residential Property Owners Association and consent to all terms, provisions and obligations contained therein.

GMTZ, LLC



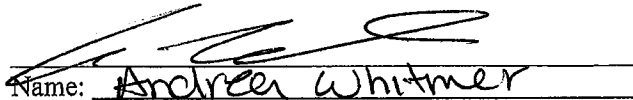
By: **Jeff Husby**
Its:

Owner of Lots 7, 16, 17, 73 and 74

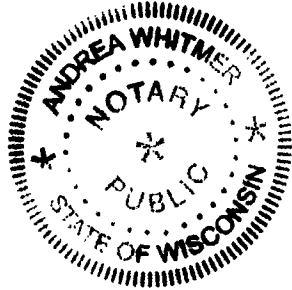
STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me the above named GMTZ, LLC, a Wisconsin limited liability company, by _____, its _____, who acknowledged the foregoing document for the purposes recited therein.

Dated: 11/12/19

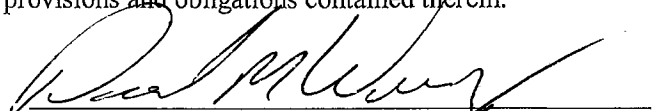


Name: Andreea Whitmer
Notary Public, State of Wisconsin
My Commission is permanent.
09/2/2023



CONSENT OF PROPERTY OWNERS

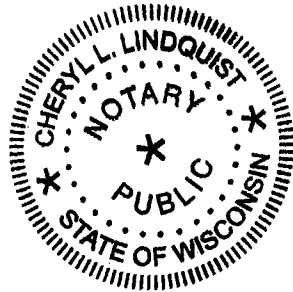
I/we have reviewed the foregoing Declaration of the Second Amended Rolling Hills Farm Residential Property Owners Association and consent to all terms, provisions and obligations contained therein.

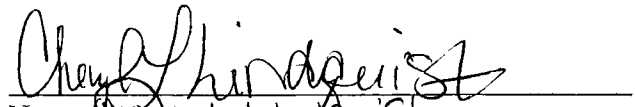

David M. Werner, Jr., Owner of Lot 68

STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me the above named David M. Werner, Jr., who acknowledged the foregoing document for the purposes recited therein.

Dated: 11-2-2019

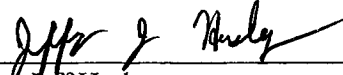



Name: Cheryl L. Lindquist
Notary Public, State of Wisconsin
My Commission is permanent.
my commission expires
6/30/2020

CONSENT OF PROPERTY OWNERS

I/we have reviewed the foregoing Declaration of the Second Amended Rolling Hills Farm Residential Property Owners Association and consent to all terms, provisions and obligations contained therein.

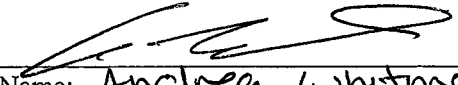
WC LANDHOLDINGS, LLC


By: Jeff Husby
Its:
Owner of Lot 76

STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me the above named WC Landholdings, LLC, a Wisconsin limited liability company, by Jeff Husby, its _____, who acknowledged the foregoing document for the purposes recited therein.

Dated: 11/12/19


Name: Andrea Whitmer
Notary Public, State of Wisconsin
My Commission is permanent. 9/2/2023

