

WILLOW RIDGE ADDITIONS HOMEOWNERS ASSOCIATION, INC. DECLARATION OF RESTRICTIONS,
COVENANTS, AND CONDITIONS, dated May 10, 2021

Willow Ridge Additions Homeowners Association, Inc. (the Association) is a non-profit corporation made up of homeowners in the following residential subdivisions of Town of Hudson, St. Croix County, Wisconsin described in Volume 488, page 637, Document #312215 in the Register of Deeds office for St. Croix County:

Willow Ridge 2nd Addition (Willow Ridge II)

Willow Ridge East

Willow Ridge East II

Together, the three subdivisions may also be referred to in this document as the "Development". The Association was created for the purpose of maintaining and improving storm water drainage ways in open spaces, and open space and park areas in this development. The Association also has the authority to approve all building plans and exterior designs and to see that the declaration of restrictions, covenants and conditions as originally written or subsequently modified as described in this document are followed.

The following conditions, restrictions and covenants apply to all lots of land located within the description of the Development described above (Willow Ridge 2nd Addition, Willow Ridge East & Willow Ridge East II) and shall run with the land and be binding upon and insure to the benefit of owners of said land, and all persons claiming under them, until June 1, 2030, after which time these restrictions, covenants and conditions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said restrictions, covenants and conditions whole or in part.

Subject to the lot shape and practical uses of the land and for the mutual benefit of present and future owners in the Association, all lots therein shall be subject to the following restrictions:

1.
 - a. All lots are restricted to the erection of a single family residence building and attached garage with the following exceptions. 1) One detached three-car or smaller garage of similar style and appearance to the residence. 2) One unattached tool or storage shed, no larger than 200 (two hundred) square feet. Detached structures may not be used as a residence either temporary or permanent.
 - b. Detached structures (including temporary structures, excluding garages as detailed in 1 a) shall not extend beyond the front most portion of the residence.
 - c. Trampolines, swing sets, swimming pools, and other large recreational equipment shall be placed so as not to extend beyond the front most portion of the residence.
 - d. Fenced areas including dog runs/ kennels, produce gardens, compost sites, etcetera shall not extend beyond the front most portion of residence unless effectively screened from public view. Effective screening may include, full coverage four season shrubs, distance from the road, or fencing approved by a majority of the Association officers.
 - e. Decorative and/or privacy fences are allowed.
2. The minimum living areas of the homes are as follows:
 - a. One story home no less than 1200 square feet total.

- b. One and one-half story home no less than 1200 square feet on the first floor.
 - c. Two story home no less than 1000 square feet on the first floor and a total of 2000 square feet.
 - d. Split level home no less than 1200 square feet on the upper two levels.
 - e. A house of unique design which will be in harmony with the surroundings.
 - f. If laws, or regulations made by any unit of the government restrict or prohibit houses as large as the minimum areas set for the above, the restrictions shall not apply.
- 3. All building plans and exterior design shall be consistent with exterior designs of houses built in the Development and no residence shall be built until said design has been approved in writing by a majority of the Association officers.
- 4. All buildings shall be completed within one year from the date of commencement of construction including seeding or sodding in a manner in harmony with the adjacent property.
- 5. The Development includes various open space and park areas, shown as outlots 3, 4, and 5 on the recorded plat of the Development. Said open space and park areas as well as storm water drainage ways, open spas and park shall be for the common benefit and enjoyment of each Association member and their families in the Development, unless such property is taken for use by a school district, town or other government unit.
- 6. The Association, for the purpose of maintaining and improving the storm water drainage ways in open spaces and the open space and park areas in the development, may assess the pro rata share of such maintenance or future improvements decided upon to the individual lot owners and collect said assessments. Each lot owner in the Development shall be a member of the Association. The owner or owners of each lot must be current in the payment of Association dues to be eligible to vote in the management of the Association and to use open space and park areas in the Development. No person or entity holding an interest merely as security for the performance of an obligation shall be a member.
- 7. The voting rights of each Association member and the easement to the open space and park areas shall be subject to the following:
 - a. An annual assessment which shall be a pro rata share, or one share per lot, of the costs incurred by the Association to maintain the open space and park areas for the recreation, health, safety, welfare and enjoyment of its members. Said costs shall include, but not be limited to, payment of taxes, insurance, repair, replacement and additions to the improvements made upon said open space and park areas and the cost of labor, equipment, material, management and supervision thereof.
 - b. Such annual assessment shall be levied by the Association as of April 1, for such year and a statement for such amount shall be mailed or delivered to the owner of each lot as of such date and be payable on or before June 1 of each year.
 - c. The annual assessment shall be established by the Association and shall be set by taking into consideration the costs of current maintenance and future needs and may be in any lesser amount than the maximum which meets these requirements. The maximum

annual assessment shall be \$70.00 per lot. Such maximum annual assessment may be changed by majority vote of the members of the Association.

- d. Special assessment may be levied by the Association for its purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the open space or park areas if consented to by two-thirds (2/3) of the members of the Association. Such special assessments shall be due and payable ninety (90) days after the required affirmative vote of the members of the Association.
- e. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. Such assessment shall also be the personal obligation of the owner of the lot at the time said assessment becomes delinquent, and shall remain his/her personal obligation for the statutory period.
- f. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8%) percent per annum and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the interest on the assessment, the costs of preparing and filing the complaint in such action, and a reasonable attorney's fee to be fixed by the court together with the costs of the action.
- g. The Association shall, upon demand at any time, furnish to any lot owner a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

8. No noxious or offensive trade or activities shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. The following prohibitions shall be observed:

- a. No tank for the storage of fuel shall be maintained above the surface of the ground unless it is screened by a fence or shrubs.
- b. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials including appliances or furniture shall not be kept, except in sanitary containers for the purpose of timely collection. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- c. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

- d. No sign of any kind shall be displayed to the public view on any lot with the following exceptions: 1) One professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a contractor or builder to advertise during the construction; 2) A maximum of four (4) signs of not more than five (5) square feet each supporting a position/politician may be displayed 60 days prior to an election. All signs must be removed within 14 days following the election.
- e. No boat or vehicle shall be used or occupied for residence purposes at any time.
- f. No storage of vehicles on blocks or non-running vehicles in driveway longer than 3 months.

10. These covenants will be enforced utilizing the following procedure.

- a. If a complaint is received, in writing, from a voting member of the Association by the Association board, the concern will be reviewed.
- b. If the Board agrees that a violation exists, the Association will send the owner of the subject property a letter outlining the nature of the concern, and requesting it be brought into compliance and that the homeowner engage the Association in a dialog in order to resolve the situation to the mutual benefit of the homeowner and the Association.
- c. If a mutually agreeable solution is found, the Association will provide a written acknowledgement outlining the conditions of the resolution to the homeowner.
- d. If no response is received within 30 days the Association will send a second letter. e. If the homeowner fails to respond or bring the property into compliance within 60 days, the Association will then send a certified letter restating the request.
- e. If the homeowner fails to respond to the certified letter or bring the property into compliance the Association will then pursue legal action to enforce the provisions of these covenants. In the event a judgment is obtained supporting the position of the Association, the homeowner will bear the costs of the action including the costs of preparing and filing the complaint.

11. Utilities shall have easements for lines, pipes, poles, cables and wires over the same areas shown on the recorded plats for service to this Development as subject to drainage easements.

12. These rights, restrictions, covenants, conditions and obligations shall apply to, the lots, the Association, and the owners in the Development, including, but not limited to, the transfer of title of the park and open spaces in the successive phases of the development to the Association after each plat is recorded.