

## **RCCTA's Historical Summary of Common Area as of July 19, 2023**

The RCCTA Covenants and By-Laws, in addition to 21 years of past practices and precedent, provide the following summary from the RCCTA Board of Directors:

- Once homeowners purchase a unit in RCCTA they become a member of the Association and agree to abide by the Covenants, By-laws and Policies of RCCTA.
- The obligation of the Association to maintain, repair and improve the exterior of the units allow access to all areas outside the "living unit".
- RCCTA has the authority to assess monthly homeowner fees for the maintenance, repair, and improvements to all exterior areas of the units.

### **COMMON AREA DISCUSSION SUMMARY:**

- We have 21 years of precedent with RCCTA and homeowners forming a successful partnership in the application and enforcement of our governing documents. The Association and homeowners have worked together to maintain and improve landscaping and mulch areas around the "living unit". The obligation to maintain the common and mulch areas, as well as approve landscaping/planting plans, lies with the Association. (Many homeowners choose to maintain the mulch area by their living unit).
- Annexation: our governing documents include 6 or more Supplemental Declarations or Annexations of lots into RCCTA Common Area. Additional research through St Croix County records indicate there may be up to 12 Declarations of Annexation on file. See Attachment - Landscape Easements in RCCTA governing documents.
- Interviews From County/City Officials: the County Treasurer, City Appraiser (Bowmar Appraisal, Inc.) and City Administration all said the Association is taxed with the understanding of common property/green space as proclaimed in the RCCTA's declarations which are recorded at the county.
- Property Taxes: current St Croix County tax statements, with respect to the 2022 Valuations, indicate residents own 0.000 acres.
- Monthly Dues: the Association collects monthly dues from homeowners in order to maintain the common area/green space, sidewalks, lanes, etc. The Association also *uses these dues to insure the neighborhood for damage and liability on common areas/green space, sidewalks, and lanes that may occur.*
- Insurance: homeowners are only required to take out "condominium insurance" which covers studs inside only. Few homeowners purchase insurance to cover liability on common area/green space, the association does that.
- Code of Conduct: the RCCTA is committed to providing a friendly, safe and welcoming environment for all residents. The January 18, 2021, policy states homeowners are to have a mutual respect for neighbors, the property manager, all work crews and the Board. Unacceptable behavior will not be tolerated. The expectation is that all homeowners will abide with this code of conduct. *(See specific Code of Conduct Policy for updated versions; Code of Conduct Policy as of July 19, 2023, has been attached to this document.)*

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## RCCTA GOVERNING DOCS REFERENCES:

- Article IV. Section 8. Right of Enjoyment. Every Owner shall have a **non-exclusive right** and easements of enjoyment in and to the Common Area, which right and easement shall include, but not be limited to, easements for ingress and egress to such Owner's Lot for the Owner and the Owner's invitees, for lateral support, for utility, water and sewer easements, vehicular parking, pedestrian ingress and egress, and use and enjoyment of open spaces and all other parts of the Common Area. Such right and easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:  
  
D. The right of the Owner of each Lot to an **exclusive easement on the Common Area for entrances to a Living Unit** or to areas occupied by fireplaces, roof overhangs, balconies, air conditioning compressors, flower boxes, patios, and other appurtenances which are part of the original construction of any Living Unit.

## References: By-Laws:

Article III, Sec 1 - Membership  
Article X, Assessments  
Article III, Sec 3 - Membership  
Article V Assessments, Sec 16 - Personal Obligation; Lien  
Article IV, Sec 10 - Association's Rights  
Article IV, Sec 14 - Easement for the Benefit of the Association  
Article VII, Sec 42 - Exteriors  
Article VII, Sec 43 - Lawn and Planting Maintenance  
Article VIII, Sec 8 - Owner's Maintenance; Sec 48 - Upkeep and Maintenance  
Article XIV, Sec 89 - Right to Cure  
Article XIV, Sec 90 - Enforcement  
Article IV, Sec 8 - Right of Enjoyment  
RCCTA Code of Conduct Policy  
Interviews with The County Treasurer, City Appraiser and City Administration, and Bowmar Appraisal

## Common Area - ANNEXATION

### EXHIBIT B

#### Common Area

There is no Common Area included with the Property described in the Declaration. Common Area, if any, in the Proposed Development Area **shall be annexed by means of a Supplemental Declaration as provided in this Declaration.**

**THIS IS A SUMMARY OF THE MULTIPLE PAGES (16) ATTACHED TO OUR GOVERNING DOCUMENTS COVERING ANNEXATIONS OF RCCTA LOTS:**

**FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR RED CEDAR CANYON TOWNHOUSE ASSOC., INC**      **DECEMBER, 2001 LOTS 67 - 82**

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR RED CEDAR CANYON TOWNHOUSE ASSOC., INC**      **JULY, 2001 LOTS 1 - 24**

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**FIRST** SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR RED CEDAR CANYON TOWNHOUSE ASSOC,, INC **JANUARY 8, 2002 Lots**  
1-16 Parcel: 236-2025-00-000

**THIRD** SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR RED CEDAR CANYON TOWNHOUSE ASSOC,, INC **MAY, 2003 LOTS**  
32 - 61

**FOURTH** SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR RED CEDAR CANYON TOWNHOUSE ASSOC,, INC **SEPTEMBER, 2005 LOTS 1**  
- 22 Red Cedar Canyon Deerwood Overlook

**FIFTH** SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR RED CEDAR CANYON TOWNHOUSE ASSOC,, INC **FEBRUARY, 2008 LOTS**  
85-86-87-88 Sixth Edition

EXHIBIT D LANDSCAPE

EASEMENTS

WHEREAS, Article X, Section 9 of said Declarations provides in relevant part as follows: "Additional land within the Proposed Development Area may be annexed by, or with the consent of, the Declarant.. without the consent of the other Owners or of mortgage holders of Lots within 5 years of the date of recording of this Declaration, provided that (1) the FHA or VA determine that the annexation is in accord with the general plan of development heretofore approved by them, or (2) Declarant (or such holder) then avers that neither the FHA nor the VA had then approved such a general plan for this development. Such annexation shall be accomplished by means of one or more Supplemental Declarations executed by Declarant (or such holder and the then owner of the land to be added) and recorded with the Register of Deeds for St. Croix County, Wisconsin.

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### **RCCTA CODE OF CONDUCT**

(referenced as of July 19, 2023)

RCCTA is committed to providing a friendly, safe and welcoming environment for all residents. This code of conduct outlines our expectations for homeowners, neighbors, and guests/ visitors' behavior as well as the consequences for any unacceptable or mean-spirited behavior. The expectation is that all homeowners will abide with this code of conduct.

We welcome your comments, questions, and suggestions. Your participation is encouraged but be aware, any violations to our code of conduct will not be tolerated and consequences will be enforced.

#### **Expected Behavior**

- Be considerate, respectful, neighborly, and helpful toward your neighbors.
- Refrain from any demeaning, discriminatory speech or harassing behavior.
- Exercise patience and understanding when dealing with neighbors, board members or our property manager, his staff/crew, and our vendors.
- Please send suggestions, concerns, or complaints to the property manager or the BOD.
- When on site, please treat the property manager, staff/crew, and our outside vendors with courtesy, respect, and civility.

#### **Unacceptable Behavior**

- Unacceptable behaviors include: intimidating, harassing, abusive, discriminatory, derogatory or demeaning conduct by any homeowner or their guests/visitors.
- Harassment includes: offensive verbal comments and any form of intimidation.
- Bullying refers to anyone using their strength or power to intimidate, threaten, or force their will upon others to coerce a result in their favor.
- Do not give instruction or suggestions to work crews. They are not the decision makers and are instructed by their supervisors to carry out their duties as assigned. Contact your property manager with complaints, he will communicate with the vendor.

#### **Consequences Of Unacceptable Behavior on RCCTA Property and/or at Meetings \*\*\***

Anyone asked to stop unacceptable behavior is expected to comply immediately.

1. 1st Offense - Warning
2. 2nd Offense - Required attendance at a Special Meeting with the BOD; BOD also has an option to assess a fine; \$50 each occurrence.

#### **What To Do If You Are Subject To Unacceptable Behavior**

1. If you are subject to any unacceptable behavior, immediately notify our Property Manager or a member of the HOA Board.
2. Make sure to keep a record of all bullying incidents and save hard copies of all emails, IMs, text messages, or other harassing communication for evidence.
3. Again, to be very clear; anyone asked to stop threatening behavior, or intimidating speech is expected to comply immediately. Any physical confrontation will result in law enforcement being informed and a complaint being filed.

## **RCCTA's Historical Summary of Common Area as of July 19, 2023**

### **CODE OF CONDUCT - FOR RCCTA MEETINGS**

**All homeowners who attend a RCCTA meeting will . . . . .**

1. Address all attendees in a kind and respectful manner and will confine their comments to items relevant to the agenda item being discussed.
2. Members must maintain decorum, sit quietly, and refrain from speaking until recognized by the meeting chair. During officer reports, Members are to hold all questions until the reports are finished, then raise their hands and wait to be recognized.
3. Members must refrain from engaging in personal oral attacks on either Board Members, fellow Association Members, the Association Manager and/or anyone else present in the room.
4. Members must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language.
5. Remember we are all neighbors and your Board Members are all volunteers.

### **BASIC RULES & GUIDELINES FOR MEETINGS**

1. Follow the agenda:
  - You may submit items for the agenda not listed in preliminary published agenda.
  - Where possible urgent items will have priority and be addressed first.
  - Any new topics will be addressed at the end of the meeting.
2. Three Ways to Be Recognized During the Meeting:
  - Point of Privilege: can't hear, room is too hot or cold, etc.
  - Point of Information: have questions about statements or data
  - Point of Order: object to procedure or personal affront
3. Speak no more than 3 minutes unless Chair allots more time.
4. Members may not speak for a second time until everyone who wants to speak has been given a chance to speak once and then as time allows.
5. Members may not speak more than twice on any one issue, subject to the discretion of the meeting chair.
6. Members must not interrupt anyone who validly (as determined by the chair) has the floor, or otherwise disrupt the meeting.

*(This was approved on January 18, 202; review Code of Conduct Policy for updates.)*