



8 0 1 9 0 2 7

Tx:4014418

**931548****BETH PASST****REGISTER OF DEEDS****ST. CROIX CO., WI****RECEIVED FOR RECORD****02/02/2011 12:40 PM****EXEMPT #:****REC FEE: 30.00****PAGES: 11**

Document Number

**Amendment to Declaration of Easements,  
Covenants, Conditions, Restrictions and  
Reservations for Coach Light  
Trail Homeowners' Association**  
Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Brian Johnson  
40 Stone Harbor Place  
Hudson, WI 54016

See attached

(Parcel Identification Number)

**AMENDMENT TO THE DECLARATION OF EASEMENTS,  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR  
COACH LIGHT TRAIL HOMEOWNERS' ASSOCIATION**

The Board of the Coach Light Trail Homeowners' Association (herein the "Association"), having been duly authorized to carry on the affairs of the Association as set-forth in the Declaration of Easements, Covenants, Conditions, Restrictions and Reservations for Coach Light Trail dated July 21, 2003 (herein "Declarations"), states as follows:

**RECITALS**

WHEREAS, the Declarations were duly recorded in the office of the Register of Deeds of St. Croix County, WI on July 31, 2003, in Volume 2341, Pages 563 - 594; and

WHEREAS, after a meeting and notice to all homeowner's within the Association, the Board properly entertained and passed a resolution to amend the Declarations.

NOW THEREFORE, in consideration of the foregoing, the Declarations are hereby amended as follows:

**SECTION 3**

**EASEMENTS**

**Section 3.1 is hereby deleted and the following is inserted in its place:**

3.1 Drainage and Ponding Easements. The Common Property and the yard areas of the Lots shall be subject to non-exclusive, appurtenant easements (i) for storm and surface water drainage and ponding over those parts of the Property which are designed, improved or graded for such purposes; and (ii) for the maintenance of all such ponds, wetlands and marshes by the Association. In addition, the City shall have an easement over that portion of the Common Property designated as Outlots 10, 13 and 14 for purposes of the maintenance, repair and replacement of the drainage pond located on said Outlots. The City shall also have an easement over such portions of the Lots adjacent to Outlot 10, 13 and 14 as shall be reasonably necessary to perform the foregoing maintenance, repair and replacement activities. No structure, planting or other material which may change the direction of the flow or drainage channels on the Property shall be placed or permitted to remain upon or within the Property.

**SECTION 6**

**MAINTENANCE OBLIGATIONS**

**Section 6.1.3 is hereby deleted and the following is inserted in its place:**

6.1.3 Maintain the ponds, marshes and wetlands located on the Common Property or the Lots to the extent not maintained by the City.

**SECTION 7**  
**ASSESSMENTS**

**Section 7.2 is hereby deleted and the following is inserted in its place:**

7.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association, including but not limited to the costs associated with the Association's maintenance obligations set forth in Section 6.1, the establishment and annual contribution to reasonable reserves for replacements required pursuant to the Association's maintenance obligations set forth in Section 6.1, and for the purpose of paying the incidental costs of operating the Association. Annual Assessments shall be payable annually on June 1<sup>st</sup>.

**SECTION 8**  
**ARCHITECTURAL AND LANDSCAPE STANDARDS**

**Section 8.1 is hereby deleted and the following is inserted in its place:**

8.1 General. It is the intent of the Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the Board shall take on all duties of the Architectural Review Committee (the "ARC") to oversee, review and regulate all architectural and design matters involving the Property while the ARC is in existence. The term of the ARC appointed by Declarant and its duties hereunder shall terminate (i) automatically when a Dwelling has been completed upon each Lot in the Property, or (ii) sooner upon written notice of termination by Declarant to the Association.

**Section 8.3.2 is hereby deleted and the following is inserted in its place:**

8.3.2 Except as otherwise authorized by this Section 8, no Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration thereof be made, without the prior review and written approval of the ARC of plans, specifications, exterior building materials and colors. The Lot Owner of his/her house contractor shall submit in duplicate the following materials to the ARC for its review prior to obtaining a building permit:

- (a) One (1) set of house plans with four (4) detailed exterior elevations drawn to at least a scale of ¼ inch equals one foot. All four (4) elevations shall be fully detailed.
- (b) A Certificate of Survey showing the house and garage on the Lot, setback measurements, easements and existing or proposed elevations of the proposed structure and the Lot. The Certificate of Survey shall be prepared by a Registered Land Surveyor.
- (c) A description or samples of exterior colors, roofing shingles and style of home.

**Section 8.5.1 is hereby deleted and the following is inserted in its place:**

8.5.1 All lots shall be used only for residential purposes. No buildings, enclosures or other structures that may be used for the purpose of storage, except as indicated below in Section 8.5.15 shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family Dwelling not to exceed

two and a half (2 ½) stories in height with an attached private garage containing three (3) stalls, provided, however, two (2) stall side loading garages shall be permitted if approved by the ARC during its existence and thereafter by the Board.

**Section 8.5.3 is hereby deleted and the following is inserted in its place:**

8.5.3 No buildings shall be located nearer than 30 feet to the front boundary of the Lot, nor nearer than 30 feet to any boundary adjacent to a side street, nor nearer than 10 feet to any interior side Lot line, nor nearer than 25 feet to any rear lot line. For purposes of this restriction, eaves, decks and steps should not be considered as part of a building, provided however, that any eave, deck or step shall not encroach upon another Lot.

**Section 8.5.8 is hereby deleted and the following is inserted in its place:**

8.5.8 Materials used on the exterior of the Dwelling shall be limited to:

- (a) Front: brick, stone, stucco, cedar, redwood or a limited amount of maintenance free siding if used in combination with significant areas of brick, stucco or stone. Until expiration of the term of the ARC, other architectural features acceptable to the ARC may be utilized.
- (b) Sides and rear: brick, stucco, stone, cedar, redwood or maintenance free siding.
- (c) Roofs: cedar shake shingles, "three-tab, sealdown", or architectural shingles. Shingles must be rated at 225 pounds or greater. Roof lines, excluding porch areas, shall have a minimum 8/12 pitch.

**Section 8.5.9 is hereby deleted and the following is inserted in its place:**

8.5.9 Areas on Lots disturbed by grading and excavation for construction of Dwellings shall be seeded or sodded, weather permitting, no later than: (1) date of completion of the Dwelling; or, (2) within sixty (60) days of occupancy of the Dwelling. The contractor responsible for construction of the Dwelling shall install and complete all exterior construction of the Dwelling, including driveways, as part of the construction process. Driveways must be asphalt, concrete or other hard surface material (granular material of any kind is not considered "hard surface"). The owner of a Dwelling (or the contractor who constructed it) shall install one (1) tree, with a minimum 1-1/2" diameter at the base, to be placed in the front yard between the front of the home and the sidewalk. In addition, the owner of a Dwelling shall be responsible for installing sod or hydroseed in the entire front and side yards from the street to the back corners of the Dwelling. The balance of the Lot may be seeded. All guidelines outlined above shall be done within 60 days of occupancy of the Dwelling, or as soon as weather permits.

**Section 8.5.14 is hereby deleted and the following is inserted in its place:**

8.5.14 No fence shall be erected any place on a Lot in excess of 6 feet in height. Chain link fences are prohibited.

**Section 8.5.15 is hereby added to the Declaration:**

8.5.15 Sheds may only be erected and placed on a Lot meeting the following guidelines and locations:

- (a) Under a deck – Shed must be completely enclosed, attached to the home and match the existing siding and shingles of the home.
- (b) Behind the 3<sup>rd</sup> stall of the garage - Shed must be completely enclosed, attached to the home, match the existing siding and shingles of the home and cannot extend past the rear corner of the home or exterior wall of the 3<sup>rd</sup> stall.
- (c) All sheds meeting these location requirements must also meet all other guidelines of the houses, including but not limited to the shingles and siding.
- (d) Plans must be submitted to the Board for approval prior to placing on the Lot, as well as to the City to obtain the proper permits.

**SECTION 10**

**PROHIBITED USES**

**Section 10.6 is hereby deleted and the following is inserted in its place:**

10.6 Environmental Restrictions. Ponds, wetlands, vegetation and trees, whether natural or otherwise, shall be maintained subject only to changes authorized by the Association consistent with all statutes, requirements, rules, regulations of governmental authorities having jurisdiction over the Property. No areas for the natural flow of water or drainage swales or ditches constructed or installed by Declarant shall be altered or modified without the prior written approval of the Association.

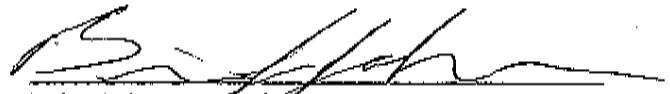
**Section 10.10 is hereby deleted and the following is inserted in its place:**

10.10 Storage. Household trash and garbage shall be regularly collected and may not be kept outside. No trailers, camping vehicles, tractors/trailers, inoperable automobiles, anything on a trailer or trucks in excess of 10,000 pounds gross weight shall at any time be stored or parked on any Lot outside of a garage or on public streets within the Property. This also applies to all vehicles parked outside for periods longer than one week.

Except as hereby amended, modified or revoked, the original Declarations remain in full force and effect.

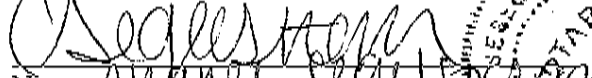
WE HEREBY CERTIFY, that pursuant to Section 12 of the original Declaration, this Amendment was made with the consent of 67% of the Unit Owners.

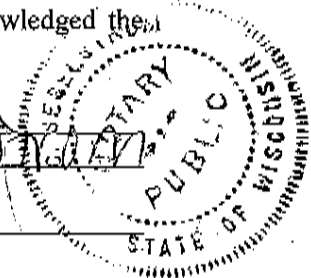
IN WITNESS WHEREOF, The Undersigned has caused this instrument to be executed this 28<sup>th</sup> day of January, 2011.

  
Brian Johnson, President

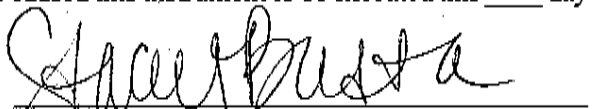
STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF ST. CROIX     )

Personally came before me this \_\_\_\_\_ day of January, 2011, Brian Johnson, the President of Coach Light Trail Homeowners' Association, a Wisconsin Condominium Association, who acknowledged the foregoing document for the purposes recited therein on behalf of said Association.

  
Name: Charles Seales  
Notary Public, State of Wisconsin  
My Commission: 9/28/11

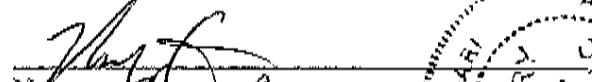


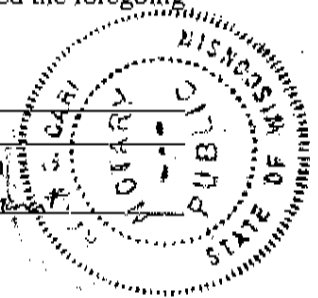
IN WITNESS WHEREOF, The Undersigned has caused this instrument to be executed this 27 day of January, 2011.

  
Stacey Busta, Secretary

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

Personally came before me this 27<sup>th</sup> day of January, 2011, Stacey Busta, the Secretary of Coach Light Trail Homeowners' Association, a Wisconsin Condominium Association, who acknowledged the foregoing document for the purposes recited therein on behalf of said Association.

  
Name: Cary Anderson  
Notary Public, State of Wisconsin  
My Commission: 11 Permitt



DRAFTED BY:

HEYWOOD, CARI & ANDERSON, S.C.  
Ryan C. Cari, Esq.  
816 Dominion Drive, Suite 100  
Hudson, WI 54016

**EXHIBIT A  
COACH LIGHT TRAIL  
DESCRIPTION OF PROPERTY**

That part of The Lighthouse at Hudson Pier, St. Croix County, Wisconsin, described as follows:

Lots 1 through 11, inclusive, and Lots 13 through 16, inclusive, The Lighthouse at Hudson Pier, St. Croix County, Wisconsin;

And,

That part of The Lighthouse at Hudson Pier First Addition, St. Croix County, Wisconsin, described as follows:

Lots 17 through 27, inclusive, The Lighthouse at Hudson Pier First Addition, St. Croix County, Wisconsin;

And,

That part of The Lighthouse at Hudson Pier Second Addition, St. Croix County, Wisconsin, described as follows:

Lots 28 through 48, inclusive, Lots 56 through 83, inclusive, and Outlots 10, 13 and 14, The Lighthouse at Hudson Pier Second Addition, St. Croix County, Wisconsin.

**EXHIBIT B**  
**COACH LIGHT TRAIL**  
**DESCRIPTION OF ADDITIONAL PROPERTY**

That part of The Lighthouse at Hudson Pier Second Addition, St. Croix County, Wisconsin described as follows:

Lots 49 through 55, inclusive, The Lighthouse at Hudson Pier Second Addition, St. Croix County, Wisconsin.



**EXHIBIT C  
COACH LIGHT TRAIL  
DESCRIPTION OF COMMON PROPERTY**

That part of The Lighthouse at Hudson Pier Second Addition, St. Croix County, Wisconsin described as follows:

Outlots 10, 13 and 14, The Lighthouse at Hudson Pier Second Addition, St. Croix County, Wisconsin.

Lot	Parcel #	Street Address
1	236-2035-00-001	1 Windsor Wood Path
2	236-2035-00-002	9 Coachlight Drive
3	236-2035-00-003	13 Coach Light Drive
4	236-2035-00-004	17 Coach Light Drive
5	236-2035-00-005	21 Coach Light Drive
6	236-2035-00-006	22 Coach Light Drive
7	236-2035-00-007	18 Coach Light Drive
8	236-2035-00-008	14 Coach Light Drive
9	236-2035-00-009	10 Coach Light Drive
10	236-2035-00-010	6 Coach Light Drive
11	236-2035-00-011	2 Coach Light Drive
12	236-2035-03-001	82 Coach Light Drive
12	236-2035-03-002	86 Coach Light Drive
13	236-2035-00-013	83 Coach Light Drive
14	236-2035-00-014	87 Coach Light Drive
15	236-2035-00-015	91 Coach Light Drive
16	236-2035-00-016	95 Coach Light Drive
17	236-2035-01-017	46 Stone Harbor Place
18	236-2035-01-018	44 Stone Harbor Place
19	236-2035-01-019	42 Stone Harbor Place
20	236-2035-01-020	40 Stone Harbor Place
21	236-2035-01-021	38 Stone Harbor Place
22	236-2035-01-022	39 Stone Harbor Place
23	236-2035-01-023	41 Stone Harbor Place
24	236-2035-01-024	43 Stone Harbor Place
25	236-2035-01-025	5 Windsor Wood Path
26	236-2035-01-026	9 Windsor Wood Path
27	236-2035-01-027	10 Windsor Wood Path
28	236-2035-02-028	13 Windsor Wood Path
29	236-2035-02-029	17 Windsor Wood Path
30	236-2035-02-030	21 Windsor Wood Path
31	236-2035-02-031	25 Windsor Wood Path
32	236-2035-02-032	29 Windsor Wood Path
33	236-2035-02-033	33 Windsor Wood Path
34	236-2035-02-034	37 Windsor Wood Path
35	236-2035-02-035	41 Windsor Wood Path
36	236-2035-02-036	45 Windsor Wood Path
37	236-2035-02-037	49 Windsor Wood Path
38	236-2035-02-038	53 Windsor Wood Path
39	236-2035-02-039	57 Windsor Wood Path
40	236-2035-02-040	31 Coach Light Drive
41	236-2035-02-041	35 Coach Light Drive
42	236-2035-02-042	39 Coach Light Drive
43	236-2035-02-043	43 Coach Light Drive
44	236-2035-02-044	47 Coach Light Drive

45	236-2035-02-045	51 Coach Light Drive
46	236-2035-02-046	55 Coach Light Drive
47	236-2035-02-047	59 Coach Light Drive
48	236-2035-02-048	63 Coach Light Drive
56	236-2035-02-056	78 Coach Light Drive
57	236-2035-02-057	26 Coach Light Drive
58	236-2035-02-058	30 Coach Light Drive
59	236-2035-02-059	34 Coach Light Drive
60	236-2035-02-060	38 Coach Light Drive
61	236-2035-02-061	43 Bristol Court
62	236-2035-02-062	39 Bristol Court
63	236-2035-02-063	35 Bristol Court
64	236-2035-02-064	31 Bristol Court
65	236-2035-02-065	27 Bristol Court
66	236-2035-02-066	23 Bristol Court
67	236-2035-02-067	19 Bristol Court
68	236-2035-02-068	20 Bristol Court
69	236-2035-02-069	24 Bristol Court
70	236-2035-02-070	28 Bristol Court
71	236-2035-02-071	32 Bristol Court
72	236-2035-02-072	36 Bristol Court
73	236-2035-02-073	38 Bristol Court
74	236-2035-02-074	42 Bristol Court
75	236-2035-02-075	44 Bristol Court
76	236-2035-02-076	46 Bristol Court
77	236-2035-02-077	??? Bristol Ct/Coach Light
78	236-2035-02-078	54 Coach Light Drive
79	236-2035-02-079	58 Coach Light Drive
80	236-2035-02-080	62 Coach Light Drive
81	236-2035-02-081	66 Coach Light Drive
82	236-2035-02-082	70 Coach Light Drive
83	236-2035-02-083	74 Coach Light Drive
84	236-2035-02-084	14 Windsor Wood Path
85	236-2035-02-085	18 Windsor Wood Path
86	236-2035-02-086	30 Windsor Wood Path
87	236-2035-02-087	34 Windsor Wood Path
88	236-2035-02-088	42 Windsor Wood Path
89	236-2035-02-089	46 Windsor Wood Path
90	236-2035-02-090	50 Windsor Wood Path
91	236-2035-02-091	25 Coach Light Drive