

J 2341P 563

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS FOR COACH LIGHT TRAIL,  
CITY OF HUDSON,  
ST. CROIX COUNTY, WISCONSIN**

**TABLE OF CONTENTS**  
**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS**  
**AND RESERVATIONS FOR COACH LIGHT TRAIL**

SECTION	1
DEFINITIONS .....	2
SECTION	2
PROPERTY SUBJECT TO THIS DECLARATION .....	4
SECTION	3
EASEMENTS .....	4
SECTION	4
ASSOCIATION MEMBERSHIP; RIGHTS AND OBLIGATIONS .....	6
SECTION	5
ADMINISTRATION .....	7
SECTION	6
MAINTENANCE OBLIGATIONS.....	8
SECTION	7
ASSESSMENTS .....	9
SECTION	8
ARCHITECTURAL AND LANDSCAPE STANDARDS.....	12
SECTION	9
INSURANCE.....	17
SECTION	10
PROHIBITED USES .....	18
SECTION	11
GENERAL PROVISIONS.....	20
SECTION	12
AMENDMENTS .....	22
SECTION	13
RIGHTS TO ADD ADDITIONAL PROPERTY .....	22

J 2341P 562

Declaration of Easements  
Covenants, Conditions,  
Restrictions and  
Reservations for Coach  
Light Trail, City of Hudson,  
St. Croix County, Wisconsin

733169

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

RECEIVED FOR RECORD

07/31/2003 03:10PM

COVENANTS  
EXEMPT #

REC FEE: 81.00  
TRANS FEE:  
COPY FEE:  
CC FEE:  
PAGES: 36

Recording Area

Name and Return Address:

Lighthouse Development  
Corporation  
12415 55th Street North  
Lake Elmo, MN 55042

236-2035-000-00  
236-2036-000-00

Parcel Identification Number (PIN)

(Above space reserved for recording data)

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS FOR COACH LIGHT TRAIL,  
CITY OF HUDSON,  
ST. CROIX COUNTY, WISCONSIN**

THIS DECLARATION is made this 21<sup>st</sup> day of July, 2003, by Lighthouse Development Corporation, a Minnesota corporation (the "Declarant").

**RECITALS:**

**WHEREAS**, Declarant is the owner of certain real property located in the City of Hudson, County of St. Croix, State of Wisconsin, legally described on Exhibit A attached hereto, and Declarant desires to submit said real property and all improvements thereon (collectively the "Property") to this Declaration, and

**WHEREAS**, there is certain real property legally described in Exhibit B attached hereto (the "Additional Property"), all or part of which may be added to the Property, and

**WHEREAS**, Declarant desires to establish on the Property, and any Additional Property added thereto, a plan for a permanent, single-family residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the value, the quality and character of the Property, and

**WHEREAS**, there shall be incorporated, under the laws of the State of Wisconsin, a nonstock corporation known as Coach Light Trail Homeowners Association which, when formed, will perform the functions of the Homeowners Association described herein.

**NOW, THEREFORE**, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration

and its restrictions, covenants, conditions, reservations, easements, charges and liens (sometimes referred to as "Covenants and Restrictions"), which Covenants and Restrictions shall run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of any part of the Property.

## SECTION 1

### DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Additional Property" means the real property legally described in Exhibit B attached hereto including all improvements located thereon now or in the future, and all easements and rights appurtenant thereto, which property Declarant may add to the Property.

1.2 "Act" means the Wisconsin Nonstock Corporation Law, Wisconsin Statutes Chapter 181, as amended.

1.3 "Architectural Review Committee" or "ARC" means that committee formed by the Declarant for the purpose of establishing and enforcing criteria for the construction and modification of Improvements on the Property as provided in this Declaration.

1.4 "Assessment" means an Assessment levied by the Association pursuant to Section 7.

1.5 "Association" means Coach Light Trail Homeowners Association, a Wisconsin Nonstock Corporation created pursuant to the Act, whose members consist of all Owners.

1.6 "Board" means the Board of Directors of the Association as provided for in the Bylaws.

1.7 "City" means the City of Hudson, a municipal corporation, organized under the laws of the State of Wisconsin.

1.8 "Bylaws" means the Bylaws governing the operation of the Association, as amended from time to time.

1.9 "Common Expenses" means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including expenses incurred in its maintenance obligations in Section 6.

1.10 "Common Property" means any parts of the Property except the Lots, including all Improvements located thereon, owned by the Association for the common benefit of the Owners and Occupants. The Common Property as of the date of this Declaration is described in Exhibit C.

1.11 "Declarant Control Period" means the time period during which Declarant has the exclusive right to appoint the members of the Board, as provided in Section 11.5 of this Declaration.

1.12 "Dwelling" means a building consisting of one or more floors, designed and intended for occupancy as a detached, single-family residence, and located within the boundaries of a Lot. The Dwelling includes any garage located within the boundaries of the Lot in which the Dwelling is located.

1.13 "Governing Documents" means this Declaration and the Articles of Incorporation and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.14 "Improvement" means any physical improvement of any kind, or any design or color change, to any part of the Property, including without limitation any building, wall, fence, sign, enclosure, screening, utility system, communication system, irrigation or drainage system, pond, roadway, trail, planting, landscaping, or any other type of structure, physical improvement or change.

1.15 "Lot" means any platted lot shown on the Plat and subject to this Declaration upon which a Dwelling is located or intended to be located.

1.16 "Member" means all persons who are members of the Association by virtue of being Owners. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

1.17 "Occupant" means any person or persons, other than an Owner, in possession of or residing in a Dwelling.

1.18 "Owner" means a Person who owns a Lot, but excluding contract for deed vendors, mortgagees and other parties holding a security interest in a Lot, and Persons holding a remainder interest in the life estate. The term "Owner" includes, without limitation, contract for deed vendees and holders of life estates.

1.19 "Person" means a natural individual, corporation, limited liability company, partnership, limited liability partnership, trustee, or other legal entity capable of holding title to real property.

1.20 "Plat" means the recorded plat of The Lighthouse at Hudson Pier,

including any amended Plat or replat recorded from time to time.

1.21 "Property" means all of the real property now subjected to this Declaration, including the Dwellings and all other structures and improvements located thereon now or in the future. The Property is legally described in Exhibit A attached hereto.

## SECTION 2

### PROPERTY SUBJECT TO THIS DECLARATION

The Property subject to this Declaration is located in St. Croix County, Wisconsin and is legally described on Exhibit A attached hereto.

## SECTION 3

### EASEMENTS

The Property, or portions thereof, and the rights of the Owners and Occupants therein, are subject to certain non-exclusive easements as shown on the Plat or as provided in documents recorded in the office of the Register of Deeds for St. Croix County, Wisconsin.

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, repair, replacement and reconstruction 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.

3.2 Easement for Encroachments. If there is a minor encroachment by a Dwelling, or other Improvement onto another Lot or the Common Property as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an exclusive, appurtenant easement for the encroachment, for the use, enjoyment and habitation of the encroaching Dwelling or other Improvement, and for the maintenance thereof, shall exist; provided, that with respect to Improvements added pursuant to Section 8, no easement shall exist unless the same have been approved, and the proposed Improvements constructed, as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect

the marketability of title.

3.3 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Lot, and the rights of the Owners and Occupants thereof, are subject to the rights of the Association to a non-exclusive, appurtenant easement on and over the yard areas of the Lots for the purposes of access to and maintenance, repair, replacement and reconstruction of utilities and other common Improvements serving more than one Lot, to the extent necessary to fulfill the Association's obligations. The City shall have comparable easements with respect to its maintenance obligations (if any).

3.4 Project Sign Easements. Developer shall have the right to erect, and the Association shall have a non-exclusive, appurtenant easement to maintain, monument signs and related Improvements identifying the community on Lots subject to sign easements and/or on the Common Property. Those parts of the Property (if any) on which monument signs or related Improvements are located are subject to appurtenant, exclusive easements in favor of the Association for the continuing use, maintenance, repair and replacement of said signs and related Improvements. Any Person exercising the rights granted under said easements shall take reasonable care to avoid damaging the improvements to the Property and shall repair any damage caused by it.

3.5 Utility Easement. The Property is subject to non-exclusive, appurtenant easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair and replacement of all utilities, such as natural gas, electricity, cable TV and other electronic communications, water, sewer, septic systems, wells, and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property, or which are referred to in the Plat or otherwise described in this Declaration or any other duly recorded instrument. Each Lot, and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Lots for all such utilities and services; provided, that the utilities and services shall be installed, used, maintained and repaired so as not to interfere with the reasonable use and quiet enjoyment of the Lots by the Owners and Occupants, nor affect the structural or architectural integrity of the Lots or Dwellings.

3.6 Other Easements. The Property is subject to such other non-exclusive easements as may be recorded against it or otherwise shown on the Plat.

3.7 Easements are Appurtenant. All easements and similar rights burdening or benefitting a Lot or any other part of the Property shall run with the land, and shall be permanent, subject only to termination in accordance with law or the terms of the easement. Any recorded easement benefitting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the documents creating such easements.

3.8 Association Access. There is an easement in favor of the Association,

and any management agent or service vendor retained by the Association, for access on and across the Property, including the yard areas of Lots, as reasonably necessary to permit the Association, its management agent and its service vendors to perform the Association's obligations under the Governing Documents, including its obligations of Maintenance set forth in Section 6. Such easement includes, without limitation, the right to implement erosion control procedures, the right to drain and re-direct water, the right to control access, and the right to correct any condition on the Property which violates any governmental restrictions. Except in the event of emergencies, this easement shall be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owners or Occupants of the Lots directly affected.

## SECTION 4

### ASSOCIATION MEMBERSHIP; RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Lot of a portion of the votes in the Association and a portion of the Common Expenses of the Association, shall be governed by the following provisions:

4.1 Membership. Each Owner of a Lot is a member of the Association by reason of Lot ownership, and the membership is automatically transferred with the conveyance of the Owner's title to the Lot. An Owner's membership terminates when the Owner's Lot ownership terminates. When more than one Person is an Owner of a Lot, all such Persons are members of the Association, but multiple ownership of a Lot does not increase the voting rights allocated to the Lot nor authorize the division of the voting rights.

4.2 Voting and Common Expenses. Each Lot is assigned one vote. Common Expense obligations are allocated equally among the Lots, subject to the qualifications set forth in Section 7.4. Members have no right to cumulative voting. Members may vote by whatever means are permissible under the Act.

4.3 Appurtenant Rights and Obligations. The ownership of a Lot includes the voting rights and Common Expense obligations described in Section 4.2. Said rights and obligations, and the title to the Lots, cannot be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Lot, separate from the title to the Lot, is void. The allocation of the rights and obligations described in this Section may not be changed, except in accordance with the Governing Documents.

4.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast a vote allocated to such Lot at meetings of the Association. However, if there are multiple Owners of a Lot, only the Owner or other Person designated pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described

in Section 3 of the Bylaws.

4.5 Suspension of Voting Rights. The right of any Member to vote shall be suspended during any period in which such Member shall be delinquent in the payment of any Assessment levied by the Association. Such rights also may be suspended, after notice and hearing, for a period not to exceed sixty (60) days for any infraction of any rules or regulations published by the Association.

## SECTION 5

### ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

5.1 General. The operation and administration of the Association and the Property are governed by the Governing Documents. The Association is responsible for the operation, management and control of the Property. The Association has all powers described in the Governing Documents and the Act. All powers exercisable by the Association are vested in the Board, unless action or approval by the Owners is specifically required by the Governing Documents. All references to the Association mean the Association acting through the Board unless specifically stated to the contrary.

5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the Governing Documents, (ii) enforcing the Rules enacted by the Association pursuant to Section 5.5, (iii) maintaining, repairing and replacing those parts of the Property and other improvements (if any) for which the Association is responsible pursuant to Section 6 and (iv) preserving the value and architectural character of the Property.

5.3 Binding Effective Actions. All agreements and determinations made by the Association in accordance with the Governing Documents shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties.

5.4 Bylaws. The Association shall have Bylaws. The Bylaws govern the operation and administration of the Association, and are binding on all Owners, Occupants and other Persons owning or acquiring any interest in the Property.

5.5 Rules. The Board has authority to approve and implement such reasonable Rules as deemed necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property. The Rules shall be consistent with the Governing Documents. The inclusion in other

parts of the Governing Documents of authority to approve Rules is in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules are effective only after reasonable notice thereof has been given to the Owners.

5.6 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future Assessments or added to reserves, as determined by the Board.

## SECTION 6

### MAINTENANCE OBLIGATIONS

6.1 Association Obligations. The Association is obligated to provide the following maintenance:

6.1.1 Maintain, repair and replace any entrance monuments or common signs identifying the Coach Light Trail neighborhood.

6.1.2 Maintain the Common Property, including all Improvements thereon.

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

6.1.4 Provide and pay for utility service to street or other ornamental public lighting, if any, installed upon the Property and maintain, repair and replace such street or other public ornamental lighting standards, lights and systems.

6.2 Maintenance by Owners. All maintenance of the Dwelling, Lot and all Improvements located within the Lot shall be the sole obligation and expense of the Owner of the Lot. Exterior maintenance for which the Owner is obligated must be performed in accordance with the standards established by the Association and all applicable governmental laws, rules and regulations.

6.3 Default by Association. In the event the Association fails to perform any of its obligations as set forth in Section 6.1 above, the City may provide written notice to the Association regarding the Association's failure to perform its obligations, which notice shall specifically describe the maintenance, repair or replacement which the Association has failed to provide. A copy of the notice shall also be sent to each Owner of a Lot upon which the maintenance, repair or replacement referenced in the City's notice to the Association was to be performed (if any). If the Association fails to provide the maintenance, repair or replacement described in the City's notice within fifteen (15) days following the Association's receipt of the City's notice, the City may, but shall not be obligated, to enter upon any Lot or the Common Property and perform the

maintenance, repair or replacement described in the City's notice. The costs and expenses incurred by the City in performing such maintenance, repair or replacement shall be deemed for the benefit of all Lots constituting part of the Property, notwithstanding that said work was performed only on certain Lots or on the Common Property, and shall be considered a special charge pursuant to Wisconsin Statutes Section 66.0627 which may at the City's option be charged back proratably against the property tax bill of each Lot constituting a part of the Property. The City shall have no liability for property damage or personal injury that may result from its work performed pursuant to this provision, except for damage or injury caused by the negligent or intentional acts of the City, its agents, employees or contractors, subject to all defenses, immunities and liability limitations available to the City under Wisconsin law.

6.4 Restriction on Amendment. Section 6.1 of this Declaration relating to the maintenance obligations of the Association may not be amended without prior written consent of the City.

## SECTION 7

### ASSESSMENTS

7.1 General. Assessments shall be assessed and levied against the Lots subject to the requirements and procedures set forth in this Section 7. Assessments shall include annual Assessments under Section 7.2, and may include special Assessments under Section 7.3 and limited Assessments under Section 7.4. Annual and special Assessments shall be allocated among the Lots equally, in accordance with the allocation formula set forth in Section 4.2. Limited Assessments under Section 7.4 are allocated to Lots as set forth in that Section. Assessments shall be levied against the Lots by the Association as a part of the Association's annual Assessments, or as a special Assessment, as applicable.

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 January 15.

7.3 Special Assessments. In addition to annual Assessments, and subject to the limitations set forth hereinafter, the Board may levy in any Assessment year a special Assessment against all Lots equally in accordance with the allocation formula set forth in Section 4.2. Among other things, special Assessments shall be used for the purpose of defraying in whole or in part the costs of any unforeseen and unbudgeted

Common Expense. Any special Assessment shall be levied against the Lots promptly following the levy by the Association.

7.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion, levy and allocate limited Assessments among only certain Lots in accordance with the following requirements and procedures:

7.4.1 Any Common Expense or portion thereof benefitting fewer than all of the Lots may be assessed exclusively against the Lot or Lots benefitted.

7.4.2 If any of the maintenance, repair or replacement required to be performed by the Association pursuant to Section 6.1 is made necessary or caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Lot of the responsible Owner or Occupant.

7.4.3 Reasonable attorney's fees and other costs incurred by the Association in connection with (i) the collection of Assessments and (ii) the enforcement of the Governing Documents, the Act and the Rules, against an Owner or Occupant or their guests, may be assessed against the Lot of the responsible Owner or Occupant.

Assessments levied under this Section 7.4 may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under this Section 7.

7.5 Liability of Owners for Assessments/Declarant Exemption. Subject to Section 7.5.3, the obligation of an Owner to pay Assessments is as follows:

7.5.1 The Owner at the time an Assessment is payable with respect to that Owner's Lot is personally liable for the share of the Common Expenses assessed against such Lot. Such liability shall be joint and several where there are multiple Owners of the Lot.

7.5.2 The Owner's liability is absolute and unconditional, unless otherwise modified by law or this Declaration. Except as provided in Section 7.5.3, no Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Lot, by waiver of any other rights, or by reason of any claim against the Association or their officers, directors or agents, or their failure to fulfill any duties under the Governing Documents or the Act.

7.5.3 The Declarant, and any Lot owned by the Declarant, is exempt from Assessments until a certificate of occupancy (or similar approval) has been issued by the City with respect to a Dwelling located on such Lot.

7.6 Assessment Lien. Subject to Section 7.5, the Association has a lien on a Lot for any Assessment levied against that Lot from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association are liens, and are enforceable as Assessments, under this Section 7. Recording of this Declaration constitutes record notice and perfection of any lien under this Section 7, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

7.7 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Lot under the laws of the State of Wisconsin in the same manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot so acquired. The Owner and any other Person claiming an interest in the Lot, by acceptance or assertion of any interest in the Lot, grants the Association a power of sale and full authority to accomplish the foreclosure in accordance with the laws of the State of Wisconsin. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Lot.

7.8 Lien Priority; Foreclosure. A lien under this Section 7 is prior to all other liens and encumbrances on a Lot except (i) liens and encumbrances recorded before this Declaration, (ii) any first mortgage on the Lot, and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot. The holder of a first mortgage on a Lot which acquires title to the Lot by foreclosure or a deed in lieu of foreclosure shall take title to the Lot free and clear of all Assessment liens encumbering the Lot and Assessments payable in the period prior to the acquisition of title to the Lot by the mortgage holder. At such time as the first mortgage holder takes title to the Lot, it shall be obligated to pay Assessments levied against the Lot and payable during the period when it holds title to the Lot.

7.9 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Lot the buyer shall not be personally liable for any unpaid Assessments or other charges made by the Association against the seller or the seller's Lot prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments shall remain against the Lot until released or satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Lot, including all Assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, the seller and the buyer.

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

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 Declarant shall appoint a two-member Architectural Review Committee (the "ARC") to oversee, review and regulate all architectural and design matters involving the Property. 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. Upon termination of the ARC appointed by Declarant, the Board may in its discretion appoint a new ARC to continue the duties and responsibilities provided herein.

8.2 Powers of the ARC. The ARC shall have the following general powers:

8.2.1 Subject to any specific requirements or exceptions contained in this Section 8, the ARC shall have the exclusive right to approve or disapprove the size, exterior design, color, materials, landscaping and location with respect to all Improvements (including but not limited to fences, patios, decks, swimming pools or other exterior appurtenant items).

8.2.2 The ARC shall have the exclusive right to approve or disapprove all proposed additions or any other changes to the exterior of any Dwelling or other Improvement (including but not limited to fences, patios, decks, swimming pools or other exterior appurtenant items).

8.2.3 The ARC may, in its sole discretion, impose standards for design, appearance, construction, or development which are greater or more stringent than standards prescribed by the Governing Documents, or by building, zoning, or other governmental laws, codes, or regulations; provided that such standards shall be consistent with the architectural character and use of the Property as planned and developed by the Declarant.

8.2.4 The ARC shall provide such consultation and information to the Board as may be requested by the Board.

8.3 Application and Approval Required.

8.3.1 It is the intent of this Declaration to provide a first class residential neighborhood. Without in any way limiting the foregoing, the ARC retains the absolute right to deny approval to any proposed house plan due to similarity to existing or proposed structures, non-compatible materials or colors, or styles, or lack thereof, deemed inconsistent with the area. Approval of house plans

hereunder in no way waives the obligation of the house contractor or Owner to obtain a building permit and meet the requirements of the applicable governmental authorities.

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 or his/her house contractor shall submit in duplicate the following materials to the ARC for its review prior to obtaining a building permit:

- (a) Two (2) sets of house plans with four (4) detailed exterior elevations drawn to at least a scale of 1/4 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, brick, light fixtures, roofing shingles and all finishing and fixtures.
- (d) The Lot Owner or his/her house contractor shall arrange to have the house staked with proposed elevations marked on site by a Registered Land Surveyor.

8.4 General Standards. The ARC has authority to approve, conditionally approve or deny an application, in its sole and absolute discretion. In making its determination, the ARC shall consider, at a minimum, the following general criteria:

8.4.1 Compatibility of color, size, location, type and design for high quality Dwellings and other Improvements in the Property with attached housing or uniform design requirements.

8.4.2 Comparable or better quality of materials as used in existing buildings or other Improvements on the Property.

8.4.3 Minimum square footage requirements for single family detached Dwellings.

8.4.4 Adequate protection of the Property, Owners and Occupants from liability and liens arising out of the proposed alterations.

8.4.5 Compliance with governmental laws, codes, ordinances and regulations.

8.4.6 Preservation of existing trees and vegetation located on or adjacent to the Property.

Consent of the ARC to appropriately submitted plans and specifications shall not be unreasonably withheld. No permission or approval shall be required to repaint in accordance with an originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her residence or to paint the interior of his or her residence any color desired.

8.5 Special Standards. In addition to general standards approved by the ARC, the following specific restrictions and requirements shall apply.

8.5.1 All Lots shall be used only for residential purposes. No structures, except as indicated below, 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 (2½) 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.

8.5.2 No Dwelling shall be erected having less than the following minimum floor square footage:

HOUSE STYLE	MINIMUM SQUARE FOOTAGE REQUIREMENTS
One-story rambler	1,200 square feet for foundation
Split-Level/Split-Entry style	1,400 square feet for foundation
Multi-story style	1,100 square feet for foundation and 2,000 square feet of finished area
Two-story style	1,000 square feet for foundation and 2,000 square feet of finished area
Other styles	As approved by the ARC during its existence and thereafter by the Board

All square footage minimums shall be exclusive of breezeways, three-season porches, porches, decks, terraces, patios, unfinished basements or garages.

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 35 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.

8.5.4 All exterior construction and painting must be done by the house contractor by the date of occupancy, subject to reasonable delays caused by weather. Deviations for any reason must receive prior written approval by the ARC during its existence and thereafter by the Board.

8.5.5 The Dwelling shall be designed so as to maximize the width of the Dwelling.

8.5.6 Design, construction and utilization of side loading garages is encouraged.

8.5.7 Earth homes, log homes, dome homes, foam homes and other uncommon types of homes are not permitted.

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 or "three-tab, seal-down" shingles. Shingles must be rated at 225 pounds or greater. Roof lines, excluding porch areas, shall have a minimum 8/12 pitch.

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) date 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 two (2) boulevard trees, with a minimum 1-1/2" diameter at the base, of a species acceptable to the Declarant. In addition, the owner of a Dwelling shall be responsible for installing sod 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. To assure compliance with these landscape provisions, owners of Dwellings (or the contractor who constructed them) shall be required to deposit a \$2,000 landscape escrow deposit with the Declarant's Title Company, in a non-interest bearing escrow account, upon the closing of each sale of a Dwelling. The funds escrowed shall be released by Declarant's Title Company upon completion of the requirements of this provision and following an inspection and confirmation of same by the Declarant (such inspection to be performed within 25 days of written notification to the Declarant that the landscaping is complete).

8.5.10 All construction of new Dwelling structures occurring at any time Declarant is the fee owner of at least one Lot platted within the Property, shall be by house contractors which have been approved in advance, in writing, by the Declarant.

8.5.11 All exterior surfaces will be of earth-tone colors only.

8.5.12 No sod, soil, sand or gravel shall be sold or removed from any Lot in the Property except for the purpose of excavating for the construction or alteration of a structure on said Lot or an appurtenance thereto or for the proper grading thereof. So long as Declarant is the owner of at least one Lot in the Property, any excess dirt from any other Lot in the Property shall, at the option of the Declarant, be hauled and dumped within the Property at the direction of the Declarant and at the expense of the Lot Owner or house contractor of said Lot and shall become the property of the Declarant unless Declarant requests removal from the development.

8.5.13 It is the sole obligation of the Lot Owner and house contractor to maintain his/her Lot in a neat and orderly condition at all times throughout the term of construction and thereafter. The house contractor shall provide a dumpster of adequate size for disposal of all construction debris. Construction materials shall be stored neatly on the site at all times. The house contractors shall keep the street clean of mud and dirt in front of the house.

8.5.14 No fence shall be erected any place on a Lot in excess of 6 feet in height. Chain link fences placed in front of the boundary of the rear elevation of the Dwelling are prohibited.

8.6 Removal and Abatement. The ARC or the Association shall have the right to order an Owner to remove or alter any structure on any Lot erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming construction or other violation. Any cost incurred by the ARC or the Association shall be levied as a Limited Assessment as provided in Section 7. The cost of reconstruction or repainting shall be the complete responsibility of the Owner.

8.7 Variances. Reasonable variances to the covenants, conditions and restrictions may be granted by the ARC or the Association after review, in order to overcome practical difficulties or to prevent unnecessary hardship. A variance may only be granted if it is not detrimental to other property within the Property and shall not defeat the purpose of this Declaration.

8.8 No Representation of Compliance/Indemnification. Approval of plans and specifications by the ARC does not represent or guaranty that the plans and specifications will, if followed, result in properly designed Improvements, nor that any Dwelling or other Improvement built in accordance therewith is built in a good and workmanlike manner. The Declarant and the Association are not liable for any defects in any plans or specifications submitted or approved; any loss or damages to any person arising out of the approval or disapproval of any plans or specifications; any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances or regulations; nor any defects in construction undertaken pursuant to such plans and specifications. Each Person submitting an application for approval is solely responsible for the sufficiency of the plans and specifications submitted and for the quality of construction of the Improvements constructed, and shall hold harmless, indemnify and defend the Declarant, the ARC and the Association, and their respective officers, directors, committee personnel and agents, from and against all claims, damages and other liabilities arising out of the approval or construction of the Improvements to which the application relates.

8.9 Additional Standards. The ARC is authorized to promulgate from time to time additional written architectural standards, guidelines and other regulations governing the construction, location, landscaping and design of Improvements, the contents of plans and specifications, and other information required to comply with this Section 8. Any such publications by the ARC shall be binding and enforceable against all Persons with respect to all Improvements subject to approval by the ARC.

## SECTION 9

### INSURANCE

The Association shall obtain and maintain a broad form of public liability insurance covering any property owned by the Association and all activities of the Association, including its performance of maintenance required to be performed pursuant to Section 6 herein, with such limits of liability as the Association shall determine to be necessary. The insurance shall cover the Association and its officers, directors, volunteers or employees in connection with their performance of their duties.

## SECTION 10

## PROHIBITED USES

The Property is intended to be a high quality residential development for the use and enjoyment of the Owners and Occupants. The use restrictions contained in this Section are designed to facilitate the various residential uses of the Property, and to preserve and protect the physical environment and architectural characteristics of the Property and immediately adjacent landscaped areas. Accordingly, the following restrictions shall apply to the Property:

10.1 Subdivision. No Lot shall be subdivided or split by any means whatsoever into any greater number of residential Lots, or into any residential plots of smaller size without the express written consent of the applicable governmental authority and the Association.

10.2 Standards. All uses of the Lots shall, at a minimum, comply with the zoning and other applicable ordinances and regulations of the applicable governmental authority. The standards herein contained shall be considered as requirements in addition to said zoning and other applicable ordinances and regulations.

10.3 Signage. No sign shall be placed on any Lot or within the Property without the express written consent of the ARC during its existence, or thereafter by the Board, except that one "for sale" sign of not more than five (5) square feet may be placed on a Lot by an Owner or the Declarant without ARC approval during its existence, or thereafter the Board. Signs relating to political campaigns and candidates shall also be permitted without ARC or Board approval. Builder identification signage also shall be allowed during the construction and marketing of a home on any Lot as approved by the ARC. The Declarant shall be allowed to erect up to two (2) subdivision marketing signs on each Lot owned by the Declarant.

10.4 Pets and Animals. No birds, animals, or insects shall be kept on any Lot except not more than three (3) household pets, over four (4) months of age, limited to dogs, cats and other common household pets, may be kept. Dogs, cats, and other common household pets must meet any applicable requirements of the governmental authorities and may not be kept, bred or maintained for any commercial purposes.

10.5 Home Occupation. No profession or home industry shall be conducted in any Dwelling or on any Lot without the specific written approval of the ARC during its existence, or thereafter by the Board. The ARC or the Board, as applicable, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the ARC during its existence, or thereafter the Board, to be compatible with the residential neighborhood. All home

occupations also must receive the approval of the applicable governmental authority. Home offices that do not generate guests, clients or visitors shall not require approval.

10.6 Environmental Restrictions. Ponds, wetlands, vegetation and trees, whether natural or otherwise, shall be maintained in substantially the same condition as originally established, 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.

10.7 Nuisances. No weeds, or other unsightly growths shall be permitted to grow or remain upon the Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Firewood shall be stored only to the rear of the residence and shall be concealed by screening acceptable to the ARC during its existence, or thereafter the Board. If an Owner of any Lot shall fail or refuse to keep such Lot free from weeds, or refuse piles or other unsightly growths or objects, then the Declarant, the ARC during its existence, or thereafter the Association may enter upon such lands and remove the same at the expense of the Owner and such entry shall not be deemed a trespass and in the event of such a removal, a lien shall arise and be created in favor of the Association and against such Lot for the full amount chargeable to such Lot and such amount shall be due and payable within thirty (30) days after the Owner is billed therefor. No Lot shall be used in whole or in part for the storage of rubbish. The outside storage of an unlicensed or inoperable motor vehicle upon the premises shall also be considered a nuisance and is prohibited if such vehicle is so parked in excess of seven (7) days. No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. No motorbikes or cycles, snowmobiles or noisy vehicles shall be operated on said Lots or streets abutting the Property from 10:00 p.m. to 6:00 a.m. other than to bring them to the point of storage.

10.8 Architectural Restrictions. All Improvements or other physical changes to the Property shall be made in compliance with the architectural standards and procedures set forth in Section 8.

10.9 Trails. Trails located on the Property shall be used and maintained in a reasonable, safe and uniform manner. The trails shall be used exclusively for recreational purposes. No motorized vehicles or devices of any type shall be used on the trails, except for motorized wheelchairs and other devices of similar type and purpose for transporting handicapped persons. Trail use is subject to the City's right to adopt and amend ordinances regulating the use. The Association may further regulate the use of such trails by Rules, consistent with the applicable City ordinances.

10.10 Storage. Household trash and garbage shall be regularly collected and may be kept outside only if in tightly covered containers. No inoperable automobiles,

trailers, camping vehicles, tractors/trailers, or trucks in excess of 6,000 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.

10.11 Leasing. Any lease between an Owner and an Occupant shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and shall provide that any failure by the Occupant to comply with the terms of such documents shall be default under the lease. Other than the foregoing, there shall be no restrictions on the lease of a Dwelling to an Occupant.

10.12 Storage Tanks. No permanent storage tanks of any kind shall be erected, placed or permitted on any Lot.

10.13 Driveways. Driveways must be constructed of concrete, bituminous or other hard surface material. Class 5 aggregate material (or equivalent) shall not be considered hard surface material.

10.14 Antennas. No exterior television, satellite dish or radio antenna of any sort, except a satellite dish or disk not complying with applicable federal law shall be placed, allowed or maintained upon any portion of a Lot or the improvements or structures located thereon.

## SECTION 11

### GENERAL PROVISIONS

11.1 Association Easement. The Association shall have an easement to enter upon any Lot in order to perform any obligations or duties of the Association hereunder, or to exercise any right or remedy of the Association hereunder.

11.2 Duration of Declaration of Covenants, Restrictions and Easements. The covenants, restrictions, and easements of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, or their respective legal representatives, heirs, successors and assigns. The easements set forth herein shall be perpetual. The covenants and restrictions herein set forth shall have a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners and thereafter by an instrument signed by not less than sixty-seven percent (67%) of the Owners, provided nevertheless that any Amendment altering the Association's obligations of maintenance in Section 6.1 shall require the written approval of the City.

Any amendment must be properly recorded.

11.3 Enforcement. If any Owner fails to comply with the provisions of this Declaration, the Bylaws or Articles of Incorporation of the Association or with the decisions of the Association which are made pursuant thereto, such failure will give rise to a cause of action on the part of the Association or any aggrieved Owner for the recovery of damages or for injunctive relief, or both. Owners shall have a similar right of action against the Association. Enforcement of these covenants and restrictions may be by any proceedings at law or in equity. If it is determined by any court or arbitrator that a violation of these covenants and restrictions has occurred, the party found to have violated the covenants or restrictions shall be also required to pay attorney fees and costs of the proceeding.

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

11.5 Rights of Declarant. Declarant hereby reserves the exclusive authority to exercise the following rights for so long as it owns a Lot within the Property:

11.5.1 To construct, operate and maintain a sales office, management office, model Dwellings and other development and sales facilities upon or within any Lots owned by Declarant or builders authorized by Declarant from time to time.

11.5.2 To store construction trailers, equipment, materials and earth during the development of the Property and construction of Dwellings upon the Property.

11.5.3 To erect and maintain signs and other sales displays offering the Lots for sale or lease, in or on any Lot owned by Declarant or builders authorized by Declarant.

11.5.4 To maintain temporary fencing, walkways, landscaping and burning in the vicinity of models and sales units.

11.5.5 To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board until the earliest of: (i) voluntary surrender of control by Developer, (ii) an Association meeting which shall be held within sixty (60) days after conveyance to Owners other than Declarant of seventy-five percent (75%) of the total number of Lots included in the Property or (iii) the date five (5) years following the date of the first conveyance of a Lot to an Owner other than Declarant.

11.5.6 To approve any amendment to the Governing Documents or Rules which affect Declarant's rights under the Governing Documents.

11.5.7 To add part or all of the Additional Property to the Property pursuant to Section 13, subject to the consent of any other owner thereof.

## SECTION 12

### AMENDMENTS

12.1 Approval Requirements. Except for amendments by Declarant pursuant to Section 13, this Declaration may be amended only by the approval of:

12.1.1 Owners who have the authority to cast at least sixty-seven percent of the total votes in the Association, except that any amendment which changes the basic allocation of voting rights and common expense obligations described in Section 4.2 of this Declaration shall require unanimous approval.

12.1.2 Declarant as to certain amendments as provided in Section 11.

12.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Other required approvals shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Governing Documents or the Act. The amendment shall be effective when recorded in the office of the appropriate recording office in the county in which the Property is located. An affidavit by the President or Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

## SECTION 13

### RIGHTS TO ADD ADDITIONAL PROPERTY, RELOCATE BOUNDARIES AND SUBDIVIDE UNITS

13.1 Declarant's Rights to Add Additional Property. Declarant reserves the exclusive, unilateral authority to add the Additional Property to the Property, by executing (together with any other owner of the parcel) and recording an amendment to this Declaration adding such property, subject to the following conditions:

13.1.1 The right of Declarant to add the Additional Property shall terminate ten years after the date of recording of this Declaration or upon earlier express written withdrawal of such right by Declarant or a successor declarant, unless extended by a vote of the Owners. There are no other limitations on Declarant's rights hereunder, except as may be imposed by law.

13.1.2 The Additional Property is described in Exhibit B, and may be added to the Property in parcels consisting of one or more platted lots, or portions thereof.

13.1.3 There are no assurances as to the times at which any part of the Additional Property will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. Declarant has no obligation to add the Additional Property to the Property. The Additional Property may be developed by Declarant or its affiliates or successors in interest for other purposes, subject only to approval by the City and other applicable governmental authorities.

13.1.4 All Lots created on the Additional Property shall be restricted exclusively to residential use.

13.1.5 The provisions of this Declaration affecting the use, occupancy and alienation of Lots shall apply to all Lots created on the Additional Property.

13.2 Rights to Relocate Boundaries and Subdivide Units. Lot boundaries may be relocated and additional Lots may be created by the subdivision of a Lot into two or more Lots, by Declarant, subject (i) to approval by the City and (ii) to the requirements of this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Conditions and Restrictions and Reservations this 21<sup>st</sup> day of July, 2003.

LIGHTHOUSE DEVELOPMENT CORPORATION

By: Michael J. Loney

Its: President

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2003, by Dwight S. Harvey, the President of Lighthouse Development Corporation, a Minnesota corporation, on behalf of the Corporation.

Kellei Lynn St. Martin  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY  
AND PLEASE RETURN TO:  
Lighthouse Development Corporation  
12415 - 55th Street N.  
Lake Elmo, MN 55042  
(651) 439-2414



J 2341P 589

**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.

J 2341P 590

**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.

J 2341P 591

**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.

## THE LIGHTHOUSE AT HUDSON PIER

## CONSENT OF MORTGAGEE

The undersigned (the "Mortgagee") is a mortgagee of portions of real property described in the Declaration of Easements, Covenants, Conditions, Restrictions and Reservations for Coach Light Trail, City of Hudson, St. Croix County, Wisconsin (the "Declaration") by a certain Mortgage recorded in the office of the Register of Deeds of St. Croix County as Document No. 698134, dated October 17, 2002, and filed November 13, 2002 (the "Mortgage"). Mortgagee hereby consents to this Declaration; provided, however, this consent shall not modify or amend the terms and conditions of the Mortgage and related loan documents; and, provided further that the Mortgage shall be and remain as a lien on the property described therein, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this consent to be executed this 8 day of July, 2003.

## CITIZENS STATE BANK

By: [Signature]  
Its: SVP

By: [Signature]  
Its: Vice President

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

The foregoing instrument was acknowledged before me this 8 day of July, 2003, by Daniel Staudacher and Daniel G. Schmit, the SVP and VP, respectively, of Citizens State Bank, a Wisconsin banking corporation, on behalf of said corporation.

[Signature]  
Notary Public

DIANE B. WILLENT  
Notary Public  
State of Wisconsin

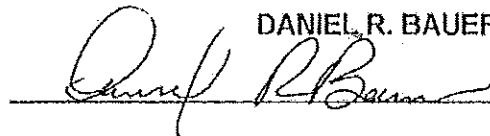
## THE LIGHTHOUSE AT HUDSON PIER

## CONSENT OF MORTGAGEE

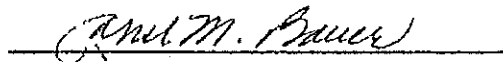
The undersigned (the "mortgagees") are mortgagees of portions of real property described in the Declaration of Easements, Covenants, Conditions, Restrictions and Reservations for Coach Light Trail, City of Hudson, St. Croix County, Wisconsin (the "Declaration") by a certain Mortgage recorded in the office of the Register of Deeds of St. Croix County as Document No. 698135, dated October 17, 2002, and filed November 13, 2002 (the "Mortgage"). Mortgagees hereby consent to this Declaration; provided, however, this consent shall not modify or amend the terms and conditions of the Mortgage and related loan documents; and, provided further that the Mortgage shall be and remain as a lien on the property described therein, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagees have caused this consent to be executed this 7<sup>th</sup> day of July, 2003.


DANIEL R. BAUER



JANET M. BAUER

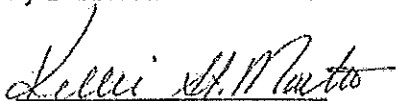


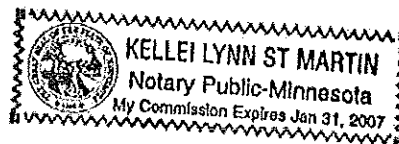
DAME PROPERTIES, INC.

By:   
Its: President

STATE OF Minnesota )  
COUNTY OF Washington ) ss.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2003, by Daniel R. Bauer and Janet M. Bauer.

  
Notary Public



1 23412 594

STATE OF Minnesota )  
COUNTY OF Washington ) ss.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2003,  
by Daniel R. Bauer, the President of DaME Properties,  
Inc, a Wisconsin corporation, on behalf of said corporation.

Kellei Lynn St Martin  
Notary Public

