



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions of Cedar Creek Estates (this “Declaration”) is made and entered into by GCAM, LLC, a Wisconsin limited liability company (the “Declarant”).

RECITALS

A. Declarant owns the real property located in the Town of Polk, Washington County, Wisconsin to be subdivided and platted as a subdivision known as Cedar Creek Estates, as described on the attached Exhibit A (the “Subdivision”).

B. The Subdivision is a platted subdivision consisting of twenty-eight (28) lots and four (4) outlots, as depicted on the Final Plat for the Subdivision which has been approved by the Town of Polk and recorded in the Register of Deeds for Washington County, Wisconsin (the “Final Plat”).

C. Declarant desires to subject to the Subdivision to the conditions, restrictions, covenants, reservations and easements set forth in this Declaration, for the benefit of the Subdivision as a whole and for the benefit of each Owner.

NOW, THEREFORE, Declarant declares that the Lots shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of and encumber the Lots, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

ARTICLE 1

STATEMENT OF PURPOSE

1.1 General Purpose. The general purpose of this Declaration is to help assure that the Lots will become and remain an attractive community; to preserve and maintain the natural beauty of the Lots; to insure the most appropriate development and improvement of each Lot; to guard against the construction thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to encourage environmentally friendly construction techniques; to insure the highest and best residential development of the Lots; to encourage design that enhances communication between neighbors; and to encourage and secure the construction of attractive residential structures thereon.

1.2 Architectural Control. No building or other improvement shall be constructed, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Board.

ARTICLE 2

DEFINITIONS

The following definition shall be applicable to this Declaration:

2.1 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require facilitating its understanding and review. Approval of a proposal shall be deemed given if the Board indicates approval in writing.

2.2 “Architectural Board” or the “Board” shall be the Officers of the Association appointed or elected in accordance with Section 5.7 of this Declaration who shall serve as members of the Architectural Board and shall operate and manage the Association as a Board of Directors.

2.3 “Association” shall mean the Cedar Creek Estates Homeowners Association, Inc., a nonprofit, nonstock homeowner’s association, which is organized under this Declaration.

2.4 “Building” shall be any freestanding structure located in the Subdivision. A "dwelling" or a "residence" is a Building intended for occupancy in accordance with Article 3.

2.5 “Declarant” shall mean GCAM, LLC, a Wisconsin limited liability company and/or its successors or assigns of Declarant with respect to any or all of Declarant’s rights under this Declaration.

2.6 “Declaration” shall mean and refer to this document entitled Declaration of Covenants, Conditions and Restrictions of Cedar Creek Estates, as the same may be amended from time to time.

2.7 “Development” shall mean the lands described on the attached Exhibit A.

2.8 “Drawings” is defined in Section 4.3 herein. If the word is used without specifying whether they are Initial Drawings or Final Drawings, then it shall mean whichever is appropriate in context at that time.

2.9 “Lot” shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such property is currently platted or platted at some future time.

2.10 “Occupant” shall mean the Owner and/or any other person residing on a Lot.

2.11 “Owner(s)” shall mean and refer to a record owner of fee simple title to any portion of the Property subject to this Declaration, but excluding those having an interest in the Property merely as security for the performance of an obligation. When more than one person or entity holds such title, each of them shall be a “Co-Owner” and all Co-Owners of a Lot shall be the Owner. “Owners” shall mean the collective group of all of the owners of the Lots.

2.12 “Lot” shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such property is currently platted or platted at some future time.

2.13 “Pet” is a domestic dog, cat or bird (other than large birds of prey) which is not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property.

2.14 "Plat" is the Final Plat of the Property as recorded in the Register's Office.

2.15 "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

2.16 "Register's Office" shall mean the office of the Register of Deeds for Washington County, Wisconsin

2.17 "Rules" Shall mean the policies and procedures as permitted in this Declaration, adopted, or amended by the Board.

2.18 "Town" shall mean the Town of Polk, Wisconsin and its successors.

ARTICLE 3

RESTRICTIONS ON USE AND OCCUPANCY

3.1 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person.

(a) The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the Board. Owners are cautioned, however, that approval of the Town may also be required for any home occupation and it is the Owner's responsibility to determine if it is required and to obtain it.

(b) No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail/courier and telecommunications or incidental visits to the Lot so that the Development is not burdened by frequent visits by business service providers or customers, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto. By way of example, but not as an exhaustive list, permitted personal businesses may include professionals who work in a studio/office which is part of the principal residence; providers of personal care products or plastic containers who hold infrequent small gatherings of potential customers in the residence; and consultants/salespersons whose primary communications does not involve more than incidental personal meetings in the residence. The Board may adopt Rules to give further examples of permitted businesses, and to provide further reasonable limitations on the conduct of businesses, with the intent of preserving the character of the Development for residential purposes.

3.2 Title to Common Elements. Each Owner shall receive, at closing on the initial sale of a Lot, an undivided interest in all of the Common Elements with all other Owners.

3.3 Pets and Other Animals.

(a) Except as provided below, the Owner or Occupant of each Lot may keep no more than two (2) Pets per Lot on the conditions that:

(1) Pet is not permitted to run at large.

(2) The Pet is licensed by the Town or appropriate licensing authority, if required under applicable ordinances.

(3) The Pet must immediately and permanently be removed from the Property if, in the sole judgement of the Board, the Pet is or becomes: offensive; a nuisance; harmful in any way to the Property or any Owner or Occupant; or otherwise kept in violation of the terms of this Section 3.2 or any Rules adopted relating to Pets. Possession of pets shall not be considered a property right.

(b) If a dog enclosure or similar structure is to be erected and maintained for any pet, such enclosure or structure will require approval prior to installation under Article 4 and shall be attached to primary dwelling. All dog enclosures or similar structures must comply with the Town Ordinances (as the same may be amended or remembered from time to time). All costs of repairing damage caused by a Pet or other unauthorized animal of an Occupant shall be borne by its owner and, if different, the Owner of the Lot where the pet or other animal is housed. Invisible fencing for animals is encouraged and deemed a reasonable requirement by the Board.

3.4 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots, without the express prior consent of the Board, and except for parking as necessary in connection with the construction or reconstruction of a residence on a Lot, and except for the occasional temporary parking of vehicles by guests of Owners. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except inside a garage with its garage door closed.

3.5 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

3.6 Temporary Structures. No structure, trailer, shack, or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot without written approval of the Board.

3.7 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any Owner, Occupant, and other invitee.

3.8 Noxious Activity. No use or practice shall be allowed in the Subdivision, which is immoral, improper, or offensive in the opinion of the Board or which is in violation of this Declaration. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio- or audio-visual equipment.

3.9 Patios and Balconies. Patios, decks, and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

3.10 Signs. No Owner or-Occupant may erect, post or display posters, signs or advertising material at locations anywhere within a lot or within a Building which are visible from the private and public streets without the prior written consent of the Board, except (a) Declarant may do so within the conditions of such approval, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

3.11 Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"); Town ordinances; and similar laws relating to the storage, transport or release of substance), compounds or recyclable materials, all as in effect from time to time.

3.12 No Further Land Divisions. No Lot may be further sub-divided or subjected to a condominium or time-share declaration.

3.13 Firearms and Hunting. The use of or discharge of firearms upon a parcel within the Property is prohibited. There shall be no hunting of any kind on any lot within the Development.

ARTICLE 4

ARCHITECTURAL CONTROL

4.1 Architectural Board. There shall be an Architectural Board, which shall have the rights and obligations set forth in this Declaration and any powers necessary to exercise those rights.

4.2 Types of Development Actions Requiring Prior Approval. The following actions require the prior approval of the Board:

(a) Commencement of construction of any Building or other improvements on any Lot.

(b) The reconstruction of any Building or other improvements on any portion or portions of such property following a property loss thereto.

(c) The demolition of any Building or other improvements on any portion or portions of such property.

(d) The initial painting, or subsequent decoration or alteration, of the exterior of any Building or other improvement on such property.

(e) The installation of an awning, enclosure, hot tub, deck, swimming pool, mailboxes, fences or other landscape features on any such property.

4.3 Preliminary Review. The Owner proposing such an action shall submit the following to the Board. If such action will also require a building permit from the Town, the submittals to the Board shall be made prior to making application to the Town for a building permit. The required submittals ("Initial Drawings") are:

(a) Two sets of the preliminary plans for the Building or other proposed action, including dimensions and exterior elevations on all sides of structures, and such other information as is reasonably necessary to permit the Board to review and evaluate the Initial Drawings.

(b) Two sets of site plans, showing the location of the Building or other proposed action, and any access drives, and preliminary landscaping plans.

The Initial Drawings shall be evaluated under subsections (e) and (f).

4.4 Detailed Review. If the Initial Drawings are approved by the Board, then the Owner proposing such action shall submit three sets of each of the following to the Board at least 30 days prior to the actual commencement of construction or alterations ("Final Drawings"):

(a) A survey of such Lot and all proposed improvements prepared by a licensed surveyor (except when there is no new improvement involved (e.g., repainting)).

(b) The location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such Lot.

(c) Detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction, or reconstruction from view.

(d) The detailed landscaping plan including planting schedules.

(e) The proposed location and specifications for utilities servicing such improvements.

The survey shall reflect the matters in 4.4(b) through (e), which are appropriate to be shown on the survey. The Final Drawings shall be evaluated under Sections 4.5 and 4.6.

4.5 Standards of Consideration. The Board shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. The Board may hire an outside management advisor, or engineer or architect, to review submittals and the Owner requesting approval shall pay the reasonable fees for such review. In considering any Drawings, the Board shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees as provided in Section 4.14(a), and such other matters proposed in such Drawings comply with the terms of this Declaration, the Town ordinances and any applicable governmental regulations and otherwise are, in the Board's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach other standards set forth in this Declaration.

4.6 Procedural Matters of Consideration. The Board may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). The failure of the Board to substantively respond within twenty (20) business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the Board stated that it has no objection to the Drawings as submitted. If the Board objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the Board with such revisions as are required. Each time an Owner so submits the Drawings, the Board shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal.

4.7 Board Approval. Any approval or permission of the Board under this Article, to be binding or effective must be in writing signed by the President or Secretary of the Association. No oral statements, representations or approvals of the Board or any of its members or agents shall be binding on the Board under any circumstances, regardless of any reliance thereon by any Owner.

4.8 When Actions May be Undertaken. Upon written approval by the Board of the Drawings for the proposed improvements and upon receipt of any necessary Town and other governmental approvals or permits, construction or installation of the improvements may commence and, once commenced, shall be completed as to all exterior items within twelve (12) months following either acquisition of Board approval or issuance of any required building permit by Town, whichever is later. The Board may in its discretion assess a fine of \$100 per day in the event the Owner exceeds the twelve month deadline or extend such completion deadline up to an additional six (6) months in the event it finds the delay has been caused primarily by factors beyond the control of the Owner and/or their contractors.

4.9 Prior Approval for Alterations. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the Owner shall comply with the provisions of this Article. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.

4.10 Uniformity Standards: Waiver. Certain standards of architectural control are set forth in this Article 4. The Board may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The Board may waive any such standard which it has adopted, may waive any standard in this Article 4, and may waive any floor area requirements hereunder by up to 10%. The Board may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The Board may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The Board may waive any standard as above even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the Board.

4.11 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot or on the unimproved portions of such properties, except as erected

or installed by any individual Owner with written approval of the BOARD, and, in each case, in compliance with Town ordinances.

4.11 Minimum Home Size Requirements.

(a) Only one single-family home may be constructed on each Lot. There shall be no pre-constructed or existing homes or outbuildings moved onsite. The following types of homes on Lots shall have the following minimum sizes:

| <u>Residence Type</u> | <u>Minimum Size</u> |
|-----------------------|---|
| One story | 2,600 square feet |
| More than one story | 3,200 square feet (minimum of 1,600 square feet on the first floor) |

(b) For purposes hereof, "more than one story" includes homes referred to as one and a half story, two story, split level or bi-level. The type of residence and the number of square feet shall be determined on a uniform basis by the Board and shall not include basement, attic, garage, porch or patio areas in the computation.

4.12 Garages and Other Outbuildings.

(a) Each residence on a Lot shall have a garage for not more than 3 cars attached to the residence containing a minimum of 800 square feet without the Board's approval. Garage entrances must be located on a side of the residence which does not face the street fronting the Lot, except in the case of a Lot bordered by two streets in which case the garage entrance must be located on the side on which the front entrance does not face. Garages must be located on the side of the Lot which has the highest elevation, except as permitted by the BOARD. Garages must be constructed at the time of construction of the residence and all exterior features must be completed prior to occupancy of the residence.

(b) One (1) out building will be allowed per lot, per the Town zoning and guidelines. The outbuilding must be architecturally matching to the home. The outbuilding shall not exceed the square footage of the primary residence unless approved by the Board

4.13 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

(a) Traditional architectural styles, including Colonial, Williamsburg, American Gothic, Cape Code, French Country, Georgian and English Country, are encouraged.

(b) If shutters or window casings and features are used on windows or divided-lite windows are used, in any case on the front of a residence, then they shall be used on such of the side and rear windows as the Board shall require.

(c) A residence shall have a roof made of wood shakes or approved dimensional asphalt shingles with a minimum pitch ratio of 8:12, or such other pitch as is specifically approved by the BOARD. Dimensional shingles shall have a minimum rating of 30 -year warranty.

(d) Exterior walls of residences shall be constructed of brick, stucco, cedar, wood timbers, stone and wood (including cement board products of a type and quality approved by the Board). The use of wood, wood timbers, stone and brick is encouraged and may be required by the Board.

(e) If vertical siding or the like is used on exterior walls of a residence, the same shall terminate only at an inside corner or other approved break in the residence's architecture as the Board shall approve.

(f) The Board shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar appearance to other residences in close proximity, or because such residence would be too dissimilar in appearance.

(g) The Board shall be acting reasonably if it requires Lots with significant grades as determined by the Board, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the residence.

(h) Exterior fireplace chimneys/chases shall be covered with masonry, stucco or stone materials. Chimney caps shall be masonry products or terra cotta colored or flat black color.

(i) No soil shall be removed from any lot, nor excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade") of a Lot must conform to grading plans approved by the Town, if required. If during construction, the Owner reasonably believes that excess fill or topsoil will be available from the construction site, the Owner shall notify Declarant and Declarant may, within five (5) days of receipt of such notice, notify the Owner that Declarant intends to use some or all of such excess. If Declarant elects to do so, Owner shall at its cost transport the excess to a place in the Development designated by Declarant. If Declarant does not timely give notice, Declarant shall have waived the right to use such excess. If additional excess soil is generated, the Owner shall give an additional notice.

(j) In-ground pools may be installed on a Lot only with approval of the Board, which will be acting reasonably if it does not approve an in-ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool. All pools must comply with Town ordinances. No above ground pools will be permitted.

(k) Each Owner is required to install and maintain a mailbox and mailbox support post as approved by the Board in locations as determined by the U.S. Postal Service. The Board may designate one or more styles of mailboxes to be issued, guided by an effort to keep mailboxes and posts as uniform as practicable.

(l) All utilities shall be installed underground.

(m) No exterior active solar collectors shall be erected, installed or used unless presented in the Drawings and approved by the Board.

(n) No fences shall be permitted in the front yard setback area except for decorative wood or stone type fences in the areas of the corner of each Lot. A permit to install a fence is required by the Town; in order to obtain such permit, a fence must be in compliance the Town Ordinances (as the same may be amended or renumbered from time to time).

(o) Class B vents will not be permitted on front elevations of home and shall not be visible from street. Direct Venting is encouraged.

4.14 Grading and Landscaping.

(a) No existing live tree with a diameter of six inches or more, at a height of four feet above the ground, shall, without approval of the Board, be cut down, destroyed, mutilated, moved or disfigured. All such existing trees shall be protected during construction and preserved by wells or islands and proper grading in such manner as shown in approved Drawings. Within 1 year after the first occupancy of a dwelling on a Lot, the Owner of the Lot will plant at least 3 trees which have a minimum 2.0 inch diameter trees when measured 4 feet above the root system (including those trees planted prior to or during construction) or minimum of 6' conifer trees. At least 2 of these trees shall be planted in the front yard. Except in lots 1 through 15 where there is significant tree coverage.

(b) Each Lot shall be landscaped and seeded or sodded within 1 year after substantial completion of a dwelling on the Lot. Landscaping shall include the area between the front Lot line and the edge of the street pavement. Landscaping must include a drive which shall be hard surfaced material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed within 1 year from the date the dwelling is substantially completed. Owners are cautioned that the Town may require a permit to construct such a driveway.

(c) All vacant Lots shall be maintained so there are no noxious weeds on such Lots.

(d) Native prairie grasses and wildflower plantings are encouraged as part of landscaping plans.

4.15 Construction Matters.

(a) The BOARD has pre-approved four (4) builders for Cedar Creek Estates. All other builders must be approved by the BOARD. Approved builders are as follows.

- 1) Krueger Custom Homes
3525 Martha Ct
West Bend, WI 53095
262 677 1180

- 2) Dave Moore Designs
W193 N10975 Kleinmann Drive
Germantown WI 53022
262 415 5740

- 3) Highland Builders, LLC
693 S 7th Ave
West Bend WI 53095
262 573 3585
- 4) Miller Marriott Construction Co LLC
249 Pawling Ave., Suite 201
Hartland WI 53029
262 369 0531

(b) No building or construction materials shall be stored on any Lot outside of Buildings on the Lot, except during periods of actual construction or remodeling, and then only for so long as reasonably necessary and only if kept in a neat manner. Neither Declarant nor the Board is responsible for the security of materials stored on a Lot.

(c) During grading, the Owner of the Lot is solely responsible for compliance with all erosion control requirements.

(d) Each Owner shall include the following provisions in all construction contracts for improvements to the Owner's Lot:

- 1) The roadway abutting the Lot shall be cleaned each day of mud and debris during the period of construction.
- 2) There shall be no loud music at the construction site during the period of construction.
- 3) A dumpster for debris shall be provided at the building site for the period of construction.
- 4) All debris will be disposed off-site in accordance with applicable laws.
- 5) There shall be no more than one sign on any Lot during the period of construction, which sign shall not exceed fifteen square feet.
- 6) No sign of the contractor shall be placed at the entry way to the Property after issuance of occupancy permit.
- 7) The Owner shall comply with the soil and erosion plan control ordinance of the Town and Washington County.

(e) Each Owner shall be responsible for all builders, builders' subcontractors, and any other service providers that damage any installed improvements (including but not limited to blacktop damage to road, road shoulder and ditch damage, curb damage, & storm water retention area damage) within the Development. Each Owner shall be responsible for the cost of all repairs. During the period of Declarant control of the Board, Declarant may require that such repair work be done by Declarant's contractors.

ARTICLE 5

ASSOCIATION

5.1 Creation Of Association.

(a) The Declarant hereby organizes and establishes a non-profit, non-stock incorporated homeowner's association to be known as "Cedar Creek Estates Homeowners Association, Inc." with all rights, powers, privileges and obligations as provided in this Declaration.

(b) The Association shall exist during the term(s) of this Declaration and shall, to the extent allowed by law, automatically terminate upon termination of this Declaration.

5.2 Membership.

(a) Each Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate, or interest in the Lot.

(b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest of the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

5.3 Voting.

(a) The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Owner or any Co-Owner. Fractional votes will not be allowed; and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Co-Owners. The Association may treat any Co-Owner of a Lot or the proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.

(b) Quorum: A quorum for voting purposes shall consist of more than fifty percent (50%) of the votes entitled to be cast.

(c) There shall be no cumulative voting for election of Officers or on any other matters. All decisions and actions of the Association except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

(d) A Owner shall not be entitled to vote on a matter if a lien exists for any General or Special Assessment against the Lot or if there are any other amounts due from the Owner.

(e) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

5.4 Membership List: Notices.

(a) The Association shall maintain a current Membership List. Each Owner shall furnish the information necessary for the Association to maintain such Membership List.

(b) All notices required to be given to a Owner shall be deemed to have been duly

given: at the time of personal delivery to the Owner or the dwelling of the Owner; or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Owner's mailing address shown in the Membership List. Notice to one Co-Owner of a Lot shall be deemed effective notice to all other Co-Owners of such Lot.

5.5 Association Meetings.

(a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Owner not less than 5 nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

(b) The annual meeting of the Association shall be held in November of each year for the purpose of electing Officers and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Owner in accordance with Sections 5.4(b) and 5.5(a). The calendar year shall be the fiscal year of the Association.

(c) Special meetings of the Association shall be held whenever called by the President or two Officers; however, such meetings must be called upon receipt by the President of a written request signed by Owners with one-third or more of all votes entitled to be cast.

(d) A quorum for meetings necessary to conduct Association business shall consist of Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.

(e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

(f) If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

5.6 Powers Of The Association.

(a) Without limitation, the Association shall have the following powers in addition to any others, which may be necessary or incidental to performance of all duties or powers of the Association specified in this Declaration:

- 1) To levy and enforce payment of General and Special Assessments on the Lots and against Owners;
- 2) To enforce this Declaration and the Bylaws;
- 3) To purchase, sell and convey Lots (including the Improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Elements;
- 4) To enter and execute contracts, deeds, mortgages and documents on

behalf of the Association which relate to any Common Elements;

5) To incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;

6) To employ the services of any person, firm, or corporation to maintain, construct, install, repair or rebuild the Common Elements;

7) To acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;

8) To commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

9) To adopt Rules for the management, operation, use and enjoyment of the Development, including fines or penalties which may be enforceable by Special Assessment against any Owner or his, her or their family or guests violating such Rules;

10) To purchase insurance as determined the by the Board for the Common Elements; and

11) To exercise all other powers necessary to maintain the Common Elements and operate the Association for the mutual use and enjoyment of all Owners.

(b) The President, together with one other Officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the Board under this Declaration.

5.7 Architectural Board.

(a) All Officers of the Association then in office shall be members of the Architectural Board and no other person may be a member of the Board. Each member of the Board shall serve and hold office until a successor is elected or appointed to such office.

(b) The Board shall initially consist of person(s) appointed by Declarant as President, Secretary, Treasurer and Vice President of the Association to hold office until successors are appointed by Declarant or elected by the Association. Except for Officers appointed by Declarant, a person must be a Owner or Co-Owner of a Lot in order to be eligible to serve as an Officer and member of the Board.

(c) Any Officer and member of the Board (other than an Officer appointed by Declarant) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Any Officer appointed by Declarant may be removed at any time by Declarant and a successor may then be appointed by Declarant.

(d) Vacancies in any Officer position and on the Board (caused other than by removal under Section 5.7(c) above) and newly created Officer positions resulting from an increase in the number

of Officers shall be filled by a majority vote of the Officers then in office and each person so elected shall serve until a successor is either appointed by Declarant or elected at the next annual meeting of the Association.

(e) An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

(f) Regular meetings of the Board shall be held at such times and places as the Board determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.

(g) Special meetings of the Board may be called by any Officer on three (3) days prior notice to each Officer, given orally or in writing.

(h) Before, at, or after any meeting of the Board, any Officer may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.

(i) For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the Officers and the act of such majority shall be the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

(j) Any action of the Board authorized under this Declaration may be taken upon the unanimous consent of all Officers without a meeting.

(k) The Board may require that some or all Officers and/or employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

5.8 Officers

The Association shall have the Officers described in the Bylaws of the Association.

5.9 Management of Association by the Board.

(a) The Association and its business, activities and affairs shall be managed by the Board (which shall consist of all the Officers of the Association). The Board shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration for the Board, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). Notwithstanding any other provision of this Declaration to the contrary, Declarant shall be entitled to appoint all Officers of the Association until the time control transfer occurs, at which time, all Officers of the Association shall be elected by the members of the Association.

(b) The Board may appoint committees consisting of one or more Owners to make recommendations to the Board or the Association on any matter.

(c) No person shall receive any payment for services rendered as an Officer of the

Association or as a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an Officer or committee member in the performance of his/her duties.

(d) No member of the Board or any committee or Officer of the Association shall be liable to any Owner or to any other party including the Association for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such board or committee member or Officer, provided such person acted in good faith, without willful or intentional misconduct.

(e) All decisions of the Board on any matter (including, without limitation, decisions under Article 4 herein) shall be enforceable against any Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Owner or other person seeking to avoid, set aside or challenge any such decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

5.10 Common Expenses and Assessments Against Lots and Owners.

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments, which shall be made against the Owners and their Lots. The Board may, at any time, levy assessments for such purposes against the Owners and their Lots, other than Declarant and Lots owned by Declarant. The Declarant shall not be responsible at any time for any assessments, General, Special or otherwise.

(b) "Special Assessments" may be made and levied by the Board against a particular Owner (other than Declarant) and his, her or their Lot (without levying against other Lots) for:

1) Costs and expenses (anticipated or incurred) for cleanup or repair of damage to Common Elements caused by or at the direction of the Owner, Owner's builder, landscape contractor or the family or guests of the Owner;

2) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Owner;

3) Interest due on General or Special Assessments; and

4) All other costs and expenses anticipated or incurred by the Association, which are subject to Special Assessments as provided under this Declaration

(c) "General Assessments" may be made and levied by the Board equally against each Owner (other than Declarant) and his, her or their Lot for the following "Common Expenses" which may be anticipated, incurred or paid by the Association for:

1) Maintenance, repairs, upkeep or operation of Common Elements.

2) Any insurance maintained by the Association.

3) Taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association.

4) All costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations.

5) Costs and expenses for additional Improvements to Common Elements beyond those installed by Declarant.

6) All items subject to Special Assessment which have not been collected from a Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Owner, all other Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;

7) All damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

8) Costs and expenses of services, if any, made available to all Lots and/or for any Common Elements;

9) All other costs and expenses declared to be Common Expenses under this Declaration.

The General Assessments for all Common Expenses shall be levied equally against each Lot not owned by Declarant.

(d) The Association shall maintain separate books and records for the Association's General and Special Assessment accounts, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.

(e) The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated Common Expenses of the Association for the ensuing year and shall furnish a copy to each Owner or one of the Co-Owners of the Lot.

5.11 Payment of Assessments.

(a) Each Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

(b) All Co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

(c) Notwithstanding any other contrary provisions of this Declaration, a General Assessment equal to \$400.00 for each Lot shall be due and payable annually, on January 1 of each year,

by each Owner. In the first calendar year following acquisition of the Lot by the Owner from Declarant, the Owner shall pay the assessment to Declarant, prorated on a daily basis, at closing. A late fee of \$25 shall be assessed against each Owner for each month or part of a month such Owner shall be delinquent in the payment of the annual payment. The amount of the General Assessment, as well as its due date for payment, may be adjusted from time to time as determined by the Board, but shall not be adjusted until all of the Lots of the Subdivision have been sold by Declarant. In addition to the General Assessment for the first calendar year, the initial Owner acquiring a Lot from Declarant shall pay, at closing, an initial General Assessment of \$150.00 to fund Association operating expenses.

5.12 Delinquent Assessments; Interest, Lien and Collection.

(a) All General and Special Assessments which are not paid when due; shall bear interest at 12 percent per annum or, if such rate is not allowed by law, at such maximum rate as may then be permitted by law until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Owner or Co-Owners, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association may record a notice of lien against any Lot for delinquent Assessments; however, no such recording shall be a prerequisite to enforcing the lien created by this Declaration.

(b) The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any' and all actions and proceedings for the collection of and the enforcement of liens arising from General and Special Assessments. The Association may bring an action against any Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board shall have the right at any time to notify all Owners within the Subdivision of the delinquency of any Owner.

5.13 Rules.

(a) The Association may from time to time adopt or change rules or regulations ("Rules") governing the operation, maintenance and use of the Development by the Owners and their respective families and guests. Such Rules shall be designed to facilitate and encourage the peaceful use and enjoyment of the Development by the Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules.

(b) A violation of any of the Rules shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rules, including without limitation the imposition of forfeitures, penalties, or other charges against the Owner, which shall be collectible by Special Assessment against the Lot and Owner.

5.14 Owner's Lack of Authority to Bind Association.

No Owner (other than the Officers of the Association) shall have any authority to act for the Association or the other Owners, as agent or otherwise, nor to bind the Association or the other Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

5.15 Enforcement of Declaration; No Reversion of Title.

(a) The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration, the Bylaws and any Rules adopted by the Association, except that any Owner may proceed, at such Owner's expense and subject to the limitations of Sections 5.9(d) and (e), to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Owner for the Association to do so. Any Owner violating any of the terms, conditions or provisions of this Declaration, the Bylaws or any Rules shall pay all costs, expenses and actual attorneys' fees incurred by the Association or by a prosecuting Owner. Neither the Association nor the Board shall be subject to any suit or claim by any Owner for failure of the Association or the Board to take any action requested by such Owner against another Owner.

(b) Each remedy set forth in this Declaration, the Bylaws and/or in Rules shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Board).

(c) Under no circumstances shall any violation of this Declaration, the Bylaws or any of the Rules result in any reverter or reversion of title to any Lot.

ARTICLE 6

AMENDMENT OF DECLARATION

Any covenants, conditions, or restrictions, within this Declaration may be annulled, waived, changed, modified or amended at any time by written declaration of amendment by Declarant so long as Declarant, GCAM, LLC owns any of said Lots. After all lots are sold or transferred by Declarant, GCAM, LLC, any covenant, condition, or restriction within this Declaration may be annulled, waived, changed, modified or amended at any time by written declaration of amendment by approval of 75% of owners.

ARTICLE 7

EASEMENTS

7.1 Entrance Feature Easement on Outlot 1. An easement is reserved ten (10) foot wide running parallel to and abutting the north side of the vision triangle easement for the installation, maintenance, repair and replacement of a sign, wingwall, or similar feature bearing the identity of the Subdivision and any directional or other information concerning the Development (the "Entrance Feature"), subject to the following:

(a) The Entrance Feature will be placed in the discretion of the Board, but it may not be placed so as to unreasonably burden sight lines or access to the driveway for Lot 26.

(b) The nature of the Entrance Feature will be determined by the Board from time to time, but it may not unreasonably diminish the landscaping of Lot 26. Any Owner purchasing Lot 26 will be deemed to have accepted the nature of the Entrance Feature.

(c) The costs of installing, maintaining, repairing and replacing the Entrance Feature, with identical or different materials, size, scope, etc., will be borne by all Owners and will be administered exclusively by the Board.

(d) The Owners other than the Owner of Lot 26 will indemnify and hold harmless the Owner of Lot 26 from any loss, cost, damage or claim arising out of the activities of the Board in installing, maintaining, repairing or replacing the Entrance Feature, but excluding any economic damages to Lot 26 from the mere presence or design of the Entrance Feature and excluding any consequential or punitive damages. This indemnity will be administered by the Board on behalf of all the other Owners.

ARTICLE 8

OTHER RECORDED DOCUMENTS

All owners are to abide by obligations of the Stormwater Management Plan dated _____ pertaining to Cedar Creek Estates. The document has been recorded in the Washington County Registry of Deeds and owners obligations are set forth in said document.

ARTICLE 9

TERMINATION

Termination of This Declaration shall be in effect for a period of 20 years and automatically renewed for successive periods of 10 years each, unless a written and recorded termination is recorded prior to the expiration of such period, which termination is adopted by the same method in which an amendment would be adopted under Article 4

ARTICLE 10

CONSTRUCTION AND EFFECT

10.1 Number and Gender. Whenever used herein, unless the content shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

10.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

10.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

10.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

10.5 Remedies. All remedies herein are cumulative.

10.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be expressed and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

10.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights mid benefits so assigned which is recorded in the Register's Office.

10.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions, or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation. Further, the covenants contained herein are intended to supplement (and not replace or waive) all applicable Town of Polk ordinances. In the event of a conflict between these covenants and any applicable Town of Polk ordinance, the one imposing the greater restriction shall control.

SIGNATURE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned do hereby execute and subject the Property to this Declaration of Covenants, Conditions and Restrictions of Cedar Creek Estates.

GCAM, LLC, a Wisconsin limited liability company

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

COUNTY OF _____^{ss})

Personally came before me this ___ day of _____, 2021, the above-named _____, _____ of GCAM, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Seal]

(_____)
Notary Public, State of Wisconsin
My commission _____

This Instrument was drafted by:
Richard W. Donner, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

LENDER CONSENT

The undersigned hereby consents to the forgoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDAR CREEK ESTATES as mortgagee pursuant to the _____ from _____ dated _____, and recorded on _____ in the Office of the Washington County Register of Deeds as Document No. _____ ("Mortgage") on the Property as set forth in Exhibit [A].

DATED: _____

[INSERT LENDER]

By: _____

Name: _____

STATE OF WISCONSIN)

ss)

COUNTY OF _____)

Personally came before me this ___ day of _____, 2021, the above-named _____ of [INSERT LENDER] to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Seal]

()

Notary Public, State of Wisconsin

My commission _____

EXHIBIT A

LEGAL DESCRIPTION