

**DECLARATION OF BY-LAWS OF  
MAJESTIC WOODS SOUTH ASSOCIATION, LTD  
AND  
COVENANTS AND RESTRICTIONS OF  
MAJESTIC WOODS SOUTH SUBDIVISION**

Majestic Woods South Association, Ltd (hereinafter "Association"), being a duly organized Wisconsin non-stock corporation, does hereby make and declare these to be the By-Laws of said corporation, and the Covenants and Restrictions applicable to each and every Lot, Unit or Parcel representing membership therein, and Majestic Woods, LLC (hereinafter "Declarant") as owner of Lots One (1) through Forty One (41) of the plat of Majestic Woods South Subdivision and as owner of Units One (1) through Nine (9) of the plat of Majestic Woods South Condominiums does hereby make and declare the Covenants and Restrictions herein to be covenants and restrictions running with said Lots, Units and premises.

**I. MEMBERS.**

- A. The members of the Association shall be the owners of each Lot in the platted subdivision of Majestic Woods South and the owners of each condominium Unit in the Majestic Woods South Condominium plat, both plats being located in the Town of Eau Galle, County of Dunn, State of Wisconsin.
- B. Hereinafter any reference to "Subdivision" is a reference to the Majestic Woods South Subdivision in the Town of Eau Galle, County of Dunn, State of Wisconsin. Any reference to "Lot" is a reference to a Lot in said Subdivision. Any reference to "Condominium" is a reference to the Majestic Woods South Condominium Plat in the Town of Eau Galle, County of Dunn, State of Wisconsin. Any reference to "Unit" is a reference to a condominium Unit in said condominium plat.
- C. Each Lot or Unit shall be entitled to one vote in any matter pertaining to these By-Laws and this non-stock corporation, regardless of the total number of owners of a particular Lot/Unit. No fractional votes shall be permitted in any matter pertaining to the business of this corporation.

**II. PURPOSE.**

The purpose of this Declaration is to:

- Insure the best use and most appropriate development of each Lot / Unit
- To protect owners of Lots / Units against those uses of neighboring Lots / Units which would detract from the value of their property
- To preserve the natural beauty of said property
- To guard against the construction of poorly designed structures
- To obtain harmonious use of building materials, color schemes and appearances
- To insure the highest and best residential development of said property
- To encourage and secure construction of attractive homes
- To address the maintenance and care for shared roads, ponds and ditches
- To prevent haphazard and inharmonious improvement in said property

And thereby to preserve and enhance the values of investments made by purchasers of the Lots and Units.

**III. USE RESTRICTIONS**

The following use restrictions and limitations shall apply and run as covenants with the land and be appurtenant to each of the Lots / Units:

A. PRIVATE ROAD.

1. The private road so designated and shown on the plat of the Subdivision shall be owned by the Association. The owners of each Lot / Unit shall have a nonexclusive, perpetual and appurtenant easement over said road. The easement shall be for ingress, egress and utility purposes. Use of the road shall be subject to this Declaration.
2. The private road and its shoulder and ditches (all identified herein as "road") shall not be blocked with or by anything that would interfere with the free and unimpeded flow of traffic. No signs shall be placed upon said road except as directed and approved by the Association.
3. No vehicle shall operate on said road in excess of a speed of 25 miles per hour. The owner(s) of each parcel shall maintain their respective Lot / Unit, including mowing of same, up to the adjoining surfaced (i.e., graveled) portion of said road.
4. No gates or other encroachments may be placed upon the road except by the Association. No improvements shall be made to the road except as approved by the Association.
5. No trees, shrubs, or other vegetation, except grass customarily grown on residential properties, may be placed within the dimensions of the road.

B. LAND USE AND BUILDING TYPES.

The Lots / Units shall be used only for single family residential purposes.

C. STRUCTURES.

Any dwelling (home) which is constructed on any Lot, excluding Condominium Units, shall contain (a) a minimum living area of at least nine hundred (900) square feet on the first floor above grade, and (b) no less than a total of one thousand two hundred (1,200) square feet above grade. An attached garage shall not count in the calculations of either of those figures. It shall also be subject to the additional following requirements:

1. The height of the home shall be not less than eighteen (18) feet and not more than thirty-five (35) feet.
2. The roof of the home shall be of at least an 8-12 pitch on at least 60% of the roof line.
3. No fences shall be allowed other than an invisible type fence for purposes of constraining pets within the property line.
4. No used buildings may be moved onto the lot. No mobile homes, shack tents, barns or buildings of a temporary nature shall remain on the lot other than during the time of construction.
5. No mobile homes, nor modular or prefab homes, are allowed unless the structure is substantially and primarily constructed on the site.
6. All exterior surfaces of any structure on the lot shall be made of either wood, stucco, stone or brick. No vinyl or steel siding is allowed. James Hardy or Certainteed materials are acceptable as long as they are of the wood grain variety. Exterior colors must be earth tones.
7. No earth homes, octagons, or abnormally shaped structures are permitted.
8. One detached shed, garage or storage building is allowed on the lot as long as it is of the same architectural design as the home and materials and colors matching those of the home are used. This additional structure shall not exceed one thousand two hundred (1,200) square feet in size and shall have a maximum height of 30 feet.

9. Specific provision with respect to Lot Ten (10) and the existing garage: the buyer of this Lot shall have two years from the date of closing to either tear down the garage or re-side it such that it meets the above requirements as it relates to exterior composition and color. The buyer of this lot shall also have two years to eliminate the outhouse currently on the structure and return the ground underneath it to a state matching the ground adjoining it.
10. Specific provision with respect to Lot Eleven (11) and the existing house: the buyer of this lot shall have a period of two years from the date of closing to re-side the house such that it meets the above requirements as it relates to exterior compositions and color. The siding cannot be steel or vinyl.
11. Specific provision with respect to Lot Eighteen (18): the driveway to the lot must enter from the southeastern-most part of the lot. Moreover, the westerly fifty (50) feet of the lot must be left untouched; no trees or underbrush may be cut or trimmed in any way on the said westerly fifty (50) feet.

**D. COMPLETION DATES.**

Exterior construction of a dwelling on a Lot / Unit shall be completed not more than one (1) year from the commencement of construction. Completion of landscaping and a solid surfaced driveway shall be fully accomplished no later than one (1) year from the date of the issuance of the occupancy permit, or if no occupancy permit is required to be issued, then no later than two (2) years from commencement of construction.

**E. BUILDING SETBACKS, ZONING REGULATIONS.**

All uses on the Lots / Units shall comply with applicable Dunn County zoning regulations, including front, rear and side yard setback requirements, and all other pertinent ordinances, rules and regulations of the Town of Eau Galle, County of Dunn and State of Wisconsin.

**F. EASEMENTS**

All easements shown on the subdivision plat and condominium plat for installation and maintenance of utilities, stormwater management ponds and berms, ditches, the private road and community septic system, as designated on said plats or as referred to in deeds of conveyance of the Lots / Units, shall be subject to the following:

Within and upon these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which obstruct or retard the flow of water through channels in the easements, or which obstruct access and usage of the road. That portion of each Lot / Unit which is subject to any of the aforesaid easements shall be maintained by the owner(s) of the said Lot / Unit except insofar as the improvements are those in connection with which a public authority or utility company is responsible. The reference to "maintenance" in the previous sentence means that the Lot owner shall be responsible for such things as lawn mowing and keeping the premises otherwise free of debris. This section does not obligate the owner of a Lot / Unit to maintain roads, ponds, ditches, community septic system, septic system mains or connectors, except as otherwise provided herein as a member of the Association.

**G. VEHICLES.**

1. Provision shall be made on each building site containing a single-family dwelling for the on-site inside storage of at least two (2) passenger automobiles, small trucks, or vans through either an attached garage or detached garage/storage building. No untitled

automobiles may be parked or stored on the premises unless done so within the confines of a garage or storage building.

2. A driveway of gravel, cement or asphalt shall be constructed connecting the garage or storage building to the private road serving the parcels.
3. No heavy equipment or trucks larger than passenger type pickup trucks may be parked on the premises other than during times of construction, or when such trucks are on the premises to perform service on the home, or during times of moving in or out of the home.
4. Prior to the completion of construction of a single family dwelling on the Lot / Unit, a recreational vehicle, travel trailer, motor home or camper may be used by an Owner on their Lot / Unit for not more than fourteen (14) days in a row and a maximum of sixty (60) days per year, assuming such use complies with all Township or County ordinances. Said vehicle may not be left on a Lot / Unit unattended in excess of these time period limitations.
5. After completion of construction of a single family dwelling on the Lot / Unit, no recreational vehicles, travel trailers, motor homes or campers, unless parked inside a garage or storage building, may be parked on the Lot / Unit for more than seven (7) days in a row or more than thirty (30) days per year.
6. Boats, trailers, snowmobiles, ATVs, etc. (unless parked inside a garage or storage building) may not be parked on the premises for more than fourteen (14) days in a row or for more than sixty (60) days a year and must be parked upon the driveway area (i.e., not on the lawn or upon concrete pads placed adjacent to the driveway, the dwelling or elsewhere on the premises).
7. Any use of ATVs, snowmobiles and the like within the subdivision must either occur on the road while entering or exiting subdivision or must be used in the course of performing maintenance and upkeep work on the Lot / Unit.

#### H. ANIMALS AND POULTRY.

Dogs, cats and other household pets may be kept on the Lot / Unit provided that they are not kept, bred, or maintained for any commercial purposes, or allowed to annoy neighbors. Dogs must have no visible kennels and no fencing is allowed other than invisible fencing. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot / Unit. Horses shall not be allowed to be kept within the Subdivision.

#### I. TREE AND BRUSH REMOVAL

Declarant emphasizes their commitment to maintaining the natural beauty and privacy of the Lots / Units and the property as a whole. Maintenance and preservation of existing trees and vegetation is the primary way this is accomplished. Removal of only the minimum amount of vegetation and foliage is encouraged. No part of this section may be altered, revised, or otherwise eliminated at any time in the future, even by unanimous vote of the Association.

1. Compliance with any and all existing Township, County, State and/or DNR regulations or ordinances as they pertain to the preservation or removal of trees and vegetation is required and takes precedence over any provisions set forth below.
2. The Owner may remove trees and vegetation for purposes of construction of their home, garage/storage building, and driveway. Beyond said needs, there shall be no tree or

brush removal within fifteen (15) feet of any Lot / Unit line, unless said removal falls within the view corridor outlined below or said removal is approved by Declarant or the Association.

3. The owner of a Lot / Unit which borders Lake Eau Galle may, within the thirty (30) foot wide view corridor (being the width one can cut and trim trees and brush between the principal dwelling structure and the lakeshore), remove ONLY those trees that have a circumference at their widest point of sixteen (16) inches or less (approximately five inches in diameter) and may trim only those branches that have a circumference at their widest point of thirteen (13) inches or less (approximately four inches in diameter).

Note: Circumference takes precedence over diameter in determining compliance with this Declaration.

4. Owner may request of Declarant specific exceptions to these restrictions. After the owner of a Lot / Unit has completed removal within the above guidelines, Owner can request a tour of property with Declarant and indicate their desire with respect to any additional tree or vegetation removal. The request may be made of the Association after all Lots / Units have been sold by Declarant. Declarant (or the Association, as the case may be) shall record in the office of the Dunn County Register of Deeds its approval of any removal requests that are granted, and only after this pre-approval is given and recorded may the removal occur.
5. Due to the irreversible consequences of tree and branch removal, the Owner agrees to pay an assessment of five hundred dollars (\$500.00) for every circumference inch (or part thereof) of tree or branch removal that exceeds the cutting limitations set forth in K3 above, takes place outside of the view corridor or is otherwise unauthorized by Declarant (or the Association in the event that the Declarant has sold all Lots / Units in the Subdivision). With respect to trees or branches that are of a circumference of thirty (30) inches or more, the assessment shall increase to one thousand dollars (\$1,000.00) per circumference inch. The assessment due hereunder shall be immediately due and payable upon the unauthorized tree or branch removal and without any further action on the part of the Declarant or Association. The assessment shall immediately and without any further action or notice whatsoever become a lien against the Lot / Unit upon which the tree or branch removal occurred. Measurement of circumference shall be made at the ground level with respect to trees, and at the point at which the branch connects to the trunk with respect to branches. The assessment shall be paid to the Nature Conservancy by the Association after deducting any costs of collection. The owner of the Lot / Unit shall be responsible for all attorney's fees and the cost of collection with respect to any such assessment and these costs shall be added to and become part of the assessment lien. Note: the assessment for unauthorized cutting outside the view corridor shall be based upon the total circumference inches of each branch or tree removed, as the case may be.

#### J. SIGNS AND UTILITIES.

With the exception of signs such as "Welcome to Our Family's Cabin", or signs displaying the name of Owner, no Owner of a Lot / Unit shall post any permanent signs upon said Lot / Unit, and no signs advertising an Owner's business or trade activity shall ever be posted or erected. Temporary political signs may be posted as long as they are displayed only during an active campaign, are limited to one per candidate and do not exceed six (6) square feet in area. One sign of not more than six square feet in area advertising the property for sale is permitted. For Sale signs shall not be posted on the property by any parties other than Legacy Land Group until all parcels are sold within the Subdivision unless express written consent of the Declarant is obtained. All utilities shall

be placed underground. No satellite dishes over 24 inches in diameter are allowed.

**K. EXTERIOR LIGHTING.**

No owner shall construct or display any type of permanent lighting outside of their buildings except for simple incandescent bulbs which serve to illuminate the doors to said buildings or to illuminate a deck or walkway. Such exterior lights must be attached to a building. Exterior lights may not be left on overnight; they must be motion activated if used after 10 pm. All exterior lighting shall be hooded or shaded so that all exterior lighting is directed at or below a horizontal line which intersects the source (bulb element) of exterior lighting.

**L. OFFENSIVE ACTIVITY**

There shall be no piling or burning of trash on said premises, nor noxious or offensive trade activity conducted. No activity shall be done thereon which may be or may become an annoyance or nuisance to other owners within the Subdivision. The Subdivision is intended to bestow upon the members of the Association a feeling of retreat and privacy. Therefore, no loud music or similar noise, or parties, may be permitted on any Lot / Unit which interferes with any other Lot / Unit owner, Lot / Unit occupant or neighbor's enjoyment of their premises. No music or other amplified sound may be played in such manner such that it is audible to a person with normal range of hearing beyond the Lot / Unit line of the Lot / Unit from which the sound emanates.

**M. HUNTING.**

No firearm hunting is allowed within the Subdivision. The discharging of firearms for target practice within the Subdivision is also prohibited.

**N. FURTHER SUBDIVISION.**

There shall be no further subdivision of any Lot / Unit. The maximum number of Lots / Units shall be as shown on the applicable plats.

**O. MAINTENANCE OF PROPERTY.**

Each Owner shall keep all Lots / Units owned by such Owner, and all improvements therein or thereon, in good order and repair and free of debris, all in a manner as is consistent with good property management. Where a Lot / Unit owner fails to maintain his/her Lot / Unit, the Declarant or Association may, upon three (3) days advance notice to the Lot / Unit owner, undertake the maintenance necessary to restore the premises to good order and repair, or free of debris, and the cost thereof shall be immediately assessed against the Lot / Unit without any further notice or proceeding whatsoever.

**P. EROSION CONTROL & RAIN GARDENS.**

Lots One (1) through Fourteen (14) of the Subdivision and Units Two (2) through Nine (9) in the Condominium Plat are required to construct a rain garden to assist in the collection of rainwater runoff from the driveway, house, and any other outbuilding. The exact nature of the rain garden required will depend upon the length of the driveway and the size and placement of buildings. The rain gardens shall be constructed in accordance with design specifications as modified, from time to time, in two DNR publications found at the following web site:

<http://clean-water.uwex.edu/pubs/raingarden/>

In the event such site no longer exists then the last such publications on that site shall be deemed incorporated herein by reference and shall constitute the standards in accordance with which the rain gardens must be constructed.

The buyer of Lot Eleven (11) shall have two years from date of purchase to install a rain garden system around the existing house in accordance with the forgoing standards.

Within the view corridor and on any other part of Owner's Lot / Unit, Owner is encouraged to plant vegetation and engage in any other prudent steps to minimize erosion.

#### **IV. MAINTENANCE & UTILITIES**

##### **A. SHARED MAINTENANCE OF THE ROAD.**

All Owners of Lots / Units in the Subdivision and the Condominium Plat (with the exception of Lot Forty One (41) whose owner will not use the private road) shall share equally in the right to use and in the obligation to maintain and repair the road. Any expense, other than contracted snow removal and grading, which is in excess of one hundred dollars (\$100) per Lot / Unit per calendar year must be expressly agreed upon by at least a two-thirds majority vote of all members. Each Lot / Unit is entitled to one vote as set forth at paragraph 5D.

##### **B. SHARED MAINTENANCE OF STORMWATER MANAGEMENT AREAS.**

The ditches and pond areas constructed along the road and in other designated areas of the Subdivision and Condominium Plat, including the swale and dry pond area lying north of the Subdivision, which exist for the purpose of managing the runoff of stormwater within the Subdivision in an environmentally satisfactory manner, shall be maintained as directed and required by the Department of Natural Resources and/or the board of directors of the Association or Declarant (as long as Declarant owns any Lots / Units in the Subdivision). The DNR requires that these ponds be inspected semi-annually and maintained in a manner which ensures their adequate performance for their intended purpose. Declarant shall be responsible for the initial construction of the ponds and the associated ditches, as well as initially contracting for such maintenance and improvement. After Declarant no longer owns any Lots / Units in the Subdivision or the Condominium Plat, the Association shall be responsible for continuing to contract for the inspection, maintenance and improvement of same. The Association shall assume all liability for failure to keep the ditches and ponds in good working order. The costs associated therewith (except initial construction) shall be paid by the Association. To the extent necessary the Association may levy an assessment against the members to obtain necessary funds to perform inspection, maintenance and improvements. The assessments shall be levied in equal shares against all members, i.e., all owners of Lots / Units. This maintenance obligation is one which shall run with the land and be binding upon the owners of, and appurtenant to, the Lots / Units. This paragraph may not be changed or modified to lessen the maintenance obligation, even by unanimous vote.

##### **C. COMMUNITY SEPTIC SYSTEM.**

Lots One (1) through Fourteen (14) in the Subdivision and Units Two (2) through Nine (9) of the Condominium Plat shall have access to and the right to use a Community Septic System (CSS). The CSS shall be constructed at Declarant's expense. The conveyances of said Lots and Units shall be subject to an easement twenty-five (25) feet in width, for purpose of construction, installation, repair, and maintenance of the sewer main's referred to herein. In addition, the conveyances of Lots Fifteen (15) and Nineteen (19) shall be subject to an easement for purposes of construction, installation, repair and maintenance

of the drain field for the CSS. At the time of the execution of this Declaration it has not yet been determined by the design engineer of the CSS precisely where the sewer mains and drain fields shall be placed. It is intended the mains shall follow the portion of the private road running approximately parallel to Lake Eau Galle from Unit Nine (9) in the South, Northerly and Northwesterly to a cul-de-sac terminating at Lot Fourteen (14). At such time as the sewer mains have been laid the Declarant shall file an amendment to these By-Laws, better defining the location of the easement described in this paragraph and that description shall become the permanent description of said sewer main easement.

1. Declarant shall be responsible for constructing and installing the CSS in good, working order. Thereafter, each Lot / Unit owner having access to the CSS shall be responsible to share in the cost of any inspection, maintenance, operation, or repair activities required of the CSS after its initial construction. All costs and fees associated therewith shall be shared equally by the owners of Lots / Units which can be served by such system. Though no owner of a Lot / Unit shall be required to use the CSS, the owner of a Lot / Unit which has access to the CSS shall share in the cost of inspection, maintenance, operation, and repair. Each Lot / Unit owner's responsibility to share in such expense shall be determined by a fraction, the numerator of which shall be the number of Lots / Units owned by that owner and the denominator of which shall be the total number of Lots / Units which can be served by the system.
2. The Association shall be responsible for arranging the necessary inspection, maintenance and repair of the CSS. The Association may form a special committee to address these issues composed solely of those Lots and Units served by the CSS.
3. Each Lot / Unit owner is responsible for the cost of connection of their dwelling to the Community Septic System. The Declarant shall charge a hook-up assessment of \$7,500.00 to each Lot / Unit which has access to the CSS. This charge shall be fully due and payable to Declarant by the owner of each Lot / Unit on the date their residence connects to the CSS, or May 1, 2008, whichever is earlier. No interest shall be charged with respect to this assessment. In the event any such hook-up assessment is not paid within the time frame aforementioned, Declarant may elect to direct the Association to levy an assessment against the Lot / Unit for the balance due for such hook-up assessment, together with any costs and fees as may be incurred by Declarant and/or the Association. The Association shall be required to impose the assessment lien against the Lot / Unit. All amounts collected shall be paid to Declarant; except, however, the Association may also collect against the Lot / Unit those reasonable charges incurred by the Association in the collection of the assessment hook-up charge. The assessment hook-up charge shall be deemed automatically made and levied against, and therefore automatically attaches, to the Lot / Unit if the payment is not timely made without any further official action by the Association. The Secretary/Treasurer of the Association is authorized to issue a release or waiver of this hook-up assessment charge after the expiration of the applicable aforesaid two year period provided Declarant has furnished said Secretary/Treasurer, in writing, a statement that the hook-up assessment for the Lot / Unit has been fully paid. Any such waiver shall be executed by the Association in recordable form.

**D. ELECTRIC UTILITY SERVICE**

Electric utility service shall be installed in the Subdivision and Condominium by Declarant. It shall be installed in conjunction with construction of the road. The electrical service shall be underground and shall lie within the boundaries of the road or the utility easement shown on the Subdivision plat and Condominium plat.



**V. MISCELLANEOUS**

**A. SCHOOL BUS PROVISION.**

As the roads in the Subdivision and Condominium are private and there is no easily accessible turnaround for a school bus, Lot and Unit owners are hereby advised that school buses will not enter the Subdivision for pickup or drop-off of children. Instead the pickup/drop-off point is to be at the intersection of the private road and C.T.H. "Z".

**B. BINDING TERMS.**

This Declaration of By-Laws (and Covenants and Restrictions) shall run with the land and shall be deemed rights and obligations appurtenant to the Lots and Units referred to herein and shall be binding upon the successors, heirs, and assigns to the Owners thereof.

**C. TERMS.**

1. Unless amended, as herein provided, this Declaration shall run with the land and shall be binding upon all persons claiming under the undersigned for a period of forty (40) years from the date this Declaration is initially recorded. For a period of five (5) years from the date of the recording of this Declaration or until one hundred percent (100%) of the Lots / Units have been sold by the Declarant, whichever shall first occur, this Declaration may be amended by a recordable written instrument executed by Declarant, its successors and/or assigns. Thereafter this Declaration may be amended only at an annual meeting or a special meeting called for that purpose, and only by at least a 75% majority vote of all Owners, whether present at the meeting or not.
2. After the expiration of such 40 year period, this Declaration, as presently written, or as so amended, shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by at least a 75% majority of the then owners of the Lots / Units has been recorded to abolish or change the same in whole or in part. The specific covenants regarding removal of trees and vegetation are excluded from this provision and may not be amended or altered at any time or by any manner.

**D. ANNUAL MEETING; SPECIAL MEETINGS; VOTING.**

1. There shall be an annual meeting of the Association at 5 pm on the 3<sup>rd</sup> Saturday in May of each year commencing with the 3<sup>rd</sup> Saturday of May in the year 2006. No written notice need be given of the annual meeting. The annual meeting shall take place outdoors at the intersection of the private road in the subdivision and C.T.H. "Z". Once convened by a quorum it may be continued to another date and time in the event of inclement weather. Three (3) members shall constitute a quorum. Each Lot / Unit shall be entitled to one vote regardless of how many persons or entities own the Lot / Unit.
2. There shall be elected at the annual meeting a President, Vice President and Secretary/Treasurer of the Association. With the exception of the Secretary/Treasurer, these individuals must be owners of an interest in a Lot / Unit, or owners of an entity owning an interest in a Lot / Unit. They shall constitute the Board of Directors and shall remain in office until their successors are elected. The President shall be responsible for chairing the Association meeting and making decisions on behalf of the Association, minor in nature, which are intended to and do serve to implement decisions made by members at an annual or special meeting. The Vice President shall act in place of the President when the President is unable to so act. The Secretary/Treasurer shall maintain minutes and records of meetings and books of accounts, and shall hold funds received in a non-interest bearing account. Initially the President shall be Kevin Swan, the Vice

President shall be David Swan, and the Secretary/Treasurer shall be Kevin Swan.

3. There shall be no compensation paid to the President or Vice President of the Association. Reasonable Compensation may be paid to a Secretary/Treasurer to maintain the accounts and records of the Association.
4. At the annual meeting the members shall determine what maintenance and upgrading work, if any, should be done to the private road in the ensuing year, make decisions concerning snowplowing and similar maintenance services, address maintenance issues with respect to stormwater management ponds and, with respect to those members who own a Lot / Unit which is or can be connected to the CSS, those members shall determine what maintenance, repair, and the like should be conducted with respect to the CSS. Assessments shall be made and levied accordingly. The members shall set a date by which assessments should be paid to the Secretary/Treasurer. The assessment levied may include a reasonable surcharge so as to maintain a contingency fund for unexpected expenses or cost overruns.
5. The Board of Directors, which shall be composed of the President, Vice President and Secretary/Treasurer shall be and remain the only Association representatives entitled to represent the Association on any matters pertaining to the road and the stormwater management ponds, including any communications with local, County and State officials. Similarly, the Board of Directors, or the special committee appointed for that purpose if such a special committee is so appointed, shall be and remain the only representatives entitled to represent the Association on any matters pertaining to the CSS, including any communications with local, County and State officials.
6. The Board of Directors (or special committee appointed with respect to the CSS) shall, between annual and special meetings, be responsible for all decisions concerning maintenance, inspection, repair and replacement as necessary, of the road, stormwater management ponds and CSS.
7. A Special meeting of the Association may be called by any two members of the Board or by any five (5) or more members of the Association. A special meeting shall be preceded by a written notice served upon each of the members personally or by regular mail at least 72 hours in advance of a meeting. The notice can be waived in writing. Where more than one person owns a parcel then notice may be served upon any one of the owners. Special meetings shall take place at the same place as the annual meetings. A quorum shall consist of three (3) members.
8. A majority of votes cast at a duly called annual or special meeting, at which a quorum is present, shall prevail on any question before the Association except that neither the Declaration nor the Articles of Incorporation, may be amended without at least a 75% majority vote of all members, whether present or not at the meeting, in favor of the amendment. No assessment shall be made or levied against members for installation of blacktop or curb and gutter on the private road except in the event at least 80% of the members have approved such an assessment by written agreement.

#### **VI. ASSESSMENTS; LIENS**

- A. The assessment to be paid by each member shall be determined at the annual meeting and shall be paid by the member to the Secretary/Treasurer on or before July 1 of the year assessed. Assessments may also be levied at a special meeting, noticed for that purpose, and the due date for payment of same shall be established at such meeting. In the event the funds on hand by the Secretary/Treasurer are insufficient to pay the cost of current billing an additional assessment may be made by the Board of Directors; however, a meeting at which the Board of Directors propose to make any special

assessments shall be preceded by written notice of the date, time and place of the meeting and the notice shall be served upon each member at least 72 hours in advance of said meeting.

- B. The Treasurer may maintain the Corporation's accounts in his or her own name, under his or her own social security number, provided both the President and Vice President are also authorized signers on the account and further provided that at least two signatures are required for each check issued on the account.
- C. LIENS.
1. A member, in mortgaging or conveying his/her/their parcel, shall convey with it the non-exclusive right to use the road and to benefit from the stormwater management ponds and, if their lot is so served, by the CSS, subject to each and every of these terms and provisions, but no member may be permitted to place a lien upon the premises unless authorized and approved by unanimous approval of the Association. Notwithstanding the foregoing sentence, any conveyance of any lot shall be subject to and together with all of the rights, duties and obligations imposed by this Declaration, and subject to any liens created hereby or hereunder. It is expressly understood and agreed that any mortgage given by any member on his/her/their premises shall not be a lien against the road, stormwater management ponds, or CSS, but shall include ingress, egress, and utility purposes, including the non-exclusive right to use the road.
  2. In the event a member fails to maintain the unpaved portion of the premises adjacent to his/her/their lot, e.g. mowing, or in the event a member causes damage to the road and fails to promptly repair same, then the Association may pay for same and assess the cost thereof to the member. The said cost must be paid to the Association by the member within seven (7) days of assessment.
  3. Any assessment levied against a member which remains unpaid beyond its due date shall be a lien against the member's Lot/Unit and this Declaration shall and does hereby constitute notice of such lien. The due date referred to in the preceding paragraph is that date established in this Declaration or otherwise established by the members at an annual or special meeting, or by the Board of Directors. **Therefore, any purchaser or mortgagee of any Lot/Unit is hereby placed on notice that he/she/it should contact the Secretary/Treasurer to determine whether any assessments are unpaid and are liens against the lot/unit before purchasing or taking a mortgage upon said Lot / Unit.**
  4. Where any Owner of a Lot / Unit fails to promptly and timely pay any assessment due under this Declaration they shall pay to the Association three hundred dollars (\$300.00) as liquidated damages, the amount of the assessment together with interest from the date due until paid at the rate of one and one half percent (1 ½%) per month (18% per annum) and, in the event legal action or legal advice or consultation is deemed necessary by the Board of Directors to enforce or create said lien, then all reasonable attorney's fees incurred by the Association in connection therewith, regardless whether court action is actually undertaken, and in the event court action is undertaken, then also all costs, disbursements and attorneys fees associated therewith.
- D. ENFORCEMENT
- The provisions of this Declaration may be enforced by the Declarant or the Board of Directors, by proceedings at law or in equity, against any person or persons violating, or attempting to violate, the same. Such action may seek to recover damages and/or obtain injunctive relief. A Lot / Unit owner may bring notice of a violation of these covenants and restrictions to the attention of the Board of Directors by putting such notice in writing. The

Board of Directors shall have thirty days to review the complaint and either dismiss it or take action against the violating Lot / Unit owner. The offending Lot / Unit owner shall have the opportunity for a hearing before the Board should they desire one.

#### **VII. EXISTING ROAD**

- A. An existing private drive currently runs across Lots Forty (40) and Forty One (41) plus Lot One (1) through Eleven (11) of the Subdivision and serves a dwelling located on Lot Eleven (11). Said Lots will be subject to an easement for this existing road which shall provide ingress and egress to other owners of Lots in the Subdivision until construction is complete with respect to the roads shown on the Subdivision plat. Construction shall be complete when the final course of gravel has been placed upon said road and graded. Thereupon the easement imposed upon said Lots with respect to the existing road shall terminate and any portion of the existing road lying upon any said lot shall be deemed the property of each respective Lot Owner.

#### **VIII. EASEMENTS**

- A. Lots 1, 13, 14, 15, 20, 22, 23, 25, 29, 30, 32 and 41 and Unit 2 are subject to the drainage easements shown in the plat of the Subdivision. Lot Forty (40) of the Subdivision (now Unit 1 of the Condominium) and Lot Forty One (41) are subject to a twenty (20) foot emergency access easement as shown on the plat of the Subdivision. Lots Thirty (30) and Thirty One (31) are subject to a vision triangle easement as shown on the plat of the Subdivision.
- B. All Lots and Units are subject to a utility easement in favor of Dunn County Electric, SBC (AT&T, INC) and the Town of Eau Galle, and any other public utilities as may need to use same for utility purposes, adjoining the road which runs adjacent to each said Lot / Unit, as more particularly shown on the Subdivision plat. This easement is for the purpose of installation, maintenance and repair of the said utility services.
- C. Lots one (1) through fourteen (14) and Units Two (2) through Nine (9) are subject to easements for purposes of stormwater management steps as determined by the Dunn County Land Conservation District and DNR.
- D. In addition, any other easements or restrictions shown on the plat of the Subdivision is hereby incorporated by reference and made a part hereof as though set fully forth herein and the conveyance of any Lot/Unit in the Subdivision is subject thereto as shown on the plat of the Subdivision.

#### **IX. SEVERABILITY**

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

Majestic Woods South Association, Ltd

By: [Signature]  
Kevin Swan  
President

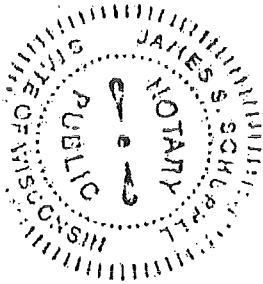
Majestic Woods, LLC

By: [Signature]  
Kevin Swan  
Member

**ACKNOWLEDGEMENT**

State of WI )  
Dunn County ) ss.

Personally came before me this 17<sup>th</sup> day of March, 2006, the above-named Kevin Swan, to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]  
\* James S. Schuppel  
Notary Public, State of WI  
My commission expires: 4-19-06

This Instrument Drafted By:

Kevin Swan and  
Robert L. Loberg,  
Loberg Law Office

**FIRST AMENDMENT  
TO DECLARATION OF  
MAJESTIC WOODS SOUTH CONDOMINIUMS**

This First Amendment to Declaration of Majestic Woods South Condominiums is made by Majestic Woods South Condominium Association, Ltd. ("Association"), effective \_\_\_\_\_, 2009.

**RECITALS**

A. On March 17, 2006, Majestic Woods, LLC, a Minnesota limited liability company, ("Declarant") executed the Declaration of Majestic Woods South Condominiums (the "Declaration").

B. The Declaration was recorded in the office of the Dunn County Register of Deeds on March 17, 2006 as Document No. 532416.

C. The Declaration provides for certain maintenance and construction obligations relating to shared property and utilities, which provisions Association wishes to modify to more accurately reflect the market conditions and progress of the condominium development.

D. The Association has the authority and retain declarant control to amend the Declaration pursuant to its terms and desire to do so.

NOW, THEREFORE, the Association amends the Declaration as follows:

1. Section 5. UNITS. (a) is deleted and replaced as follows:

(a) Each Lot/Unit owner shall individually decide how to address the septic requirements of any dwelling they choose to build and shall be responsible for the cost of any planning, installation, inspection, maintenance, operation or repair required for each lot's or unit's individual septic requirements. Lot/Unit owners may elect to join with other Lot/Unit owners to plan, install and maintain a common sanitary system. Neither Declarant nor the Association shall be responsible for installation of a common sanitary system. The decision and expense will be solely the responsibility of the Lot/Unit owners. If installed, the costs of such installation, maintenance and repair shall be shared equally by all Lot/Unit owners access the common sanitary system.

2. Section 6. COMMON ELEMENTS shall be modified as follows:

DELETE and REPLACE (a): The land described in Exhibit "A", specifically the twenty (20) foot wide common area along the shoreline, the common area set aside for access to the water and the walkway to said access area, and the private road.

DELETE (c)

- IN WITNESS WHEREOF**, the Association has executed this Amendment as of the date first set forth above.

Dated: \_\_\_\_\_, 2009.

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

Notary Public  
My Commission Expires: \_\_\_\_\_

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**SECOND AMENDMENT TO DECLARATION  
OF  
BY-LAWS OF MAJESTIC WOODS SOUTH ASSOCIATION LTD.  
AND  
COVENANTS AND RESTRICTIONS OF MAJESTIC WOODS SOUTH SUBDIVISION**

This Second Amendment to Declaration of By-laws of Majestic Woods South Association Ltd. and Covenants and Restrictions of Majestic Woods South Subdivision is made by MAJESTIC WOODS SOUTH ASSOCIATION, LTD., a Wisconsin non-stock corporation ("Association"), and MAJESTIC WOODS, LLC, a Minnesota limited liability company ("Declarant"), effective \_\_\_\_\_, 2009.

**RECITALS**

A. On January 27, 2006, Association and Declarant executed the Declaration of By-laws of Majestic Woods South Association, Ltd. and Covenants and Restrictions of Majestic Woods South Subdivision (the "Declaration").

B. The Declaration was recorded in the office of the Dunn County Register of Deeds on March 17, 2006 as Document No. 532418.

C. The Declaration was amended by Amendment No. 1 to Covenants and Restrictions of Majestic Woods South Subdivision, dated November 17, 2006, recorded in the office of the Dunn County Register of Deeds on December 1, 2006, as Document No. 539367 (the "First Amendment").

D. The Declaration and the First Amendment provide for certain maintenance and construction obligations relating to shared property and utilities, which provisions Declarant is modifying to reflect the market conditions and progress of the development and which changes Association agrees to make.

E. The Association and the Declarant have the authority and majority control to further amend the Declaration pursuant to its terms and desire to do so.

NOW, THEREFORE, the Association and the Declarant amend the Declaration and the First Amendment as follows:

1. The Declaration references 41 lots, numbered 1-41; in fact, the plat of Majestic Woods South includes lots 2-41 and excludes lot 40. Any reference to the erroneously described lots shall be understood to mean the lots as actually platted.

2. Section III. USE RESTRICTIONS C. STRUCTURES, shall be amended to replace the first clause as follows:

Each Lot which is improved with a dwelling shall have a minimum above grade living area of 740 square feet, which square footage can be on one or two levels,



but must be above grade. If the Lot is improved with a basement or crawl space, such area is not to be included in the required minimum living area.

Each Lot may be improved with a garage, attached or unattached to the dwelling. However, in no case shall the area of the garage count toward the required minimum living area of 740 square feet.

The dwelling shall also be subject to the following additional requirements:

1. The height of the home shall be not more than thirty-five (35) feet.

2. DELETE ENTIRELY.

*\*Items 3-5 remain in current form.\**

6. All exterior surfaces of any structure on the Lot shall be made of either wood, stucco, stone, brick, vinyl, steel siding or any other commonly used exterior surface. James Hardy or Certainteed materials are acceptable as long as they are of the wood grain variety. Exterior colors must be earth tones.

*\*The balance of Section III(C) remains in its current form.\**

3. Section III. USE RESTRICTIONS E. BUILDING SETBACKS, ZONING, REGULATIONS, shall be amended by adding the following sentence:

This provision shall apply to all Lots and Units in that the setbacks for each Lot or Unit shall be controlled by relevant, current zoning ordinances.

4. Section III of the First Amendment, BUILDING SETBACKS, shall be deleted entirely and of no further force or effect.

5. Section IV. MAINTENANCE AND UTILITIES; C. COMMUNITY SEPTIC SYSTEM, shall be deleted in its entirety and replaced with the following:

#### C. SEPTIC SYSTEMS

Each Lot/Unit owner shall individually decide how to address the septic requirements of any dwelling they choose to build and shall be responsible for the cost of any planning, installation, inspection, maintenance, operation or repair required for each lot's or unit's individual septic requirements. Lot/Unit owners may elect to join with other Lot/Unit owners to plan, install and maintain a common sanitary system. Neither Declarant nor the Association shall be responsible for installation of a common sanitary system. The decision and expense will be solely the responsibility of the Lot/Unit owners. If installed, the costs of such installation, maintenance and repair shall be shared equally by all Lot/Unit owners access the common sanitary system.

In no case will the Association or the Declarant be responsible for installation of septic service to any lot or unit.

6. Except as set forth herein, the Declaration and the First Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Association and the Declarant have executed this Second Amendment as of the date first set forth above.

**MAJESTIC WOODS SOUTH ASSOCIATION, LTD.**

By \_\_\_\_\_  
Kevin Swan  
Its Secretary/Treasurer

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by Kevin Swan, the Secretary/Treasurer of Majestic Woods South Association, Ltd., a Wisconsin non-stock corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public