

Document Number

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LOTS 1-8, LOTS 12-26 AND
OUTLOTS 1-5 IN PHASE 1 COPPER
CREEK CROSSING

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 1-8, LOTS 12-26 AND OUTLOTS 1-5
IN PHASE 1 COPPER CREEK CROSSING**

This Declaration of Covenants, Conditions and Restrictions for Lots 1-8, Lots 12-26 and Outlots 1-5 in Phase 1 Copper Creek Crossing (this "Declaration") is made and entered into by CTH Investments, LLC, a Wisconsin limited liability company ("Declarant"), as the owner of Lots 1-8, Lots 12-19, Lots 21-26 and Outlots 1-5 in Phase 1 Copper Creek Crossing, and also by Ryan G. Hayes ("Hayes"), as the owner of Lot 20 in Phase 1 Copper Creek Crossing.

RECITALS

WHEREAS, Declarant owns Lots 1-8, Lots 12-19, Lots 21-26 and Outlots 1-5 in Phase 1 Copper Creek Crossing and Ryan G. Hayes owns Lot 20 in Phase 1 Copper Creek Crossing, which lots are also described in Exhibit A attached hereto and are located in the Town of Reedsburg, Sauk County, Wisconsin (collectively, the "Property"); and

WHEREAS, By this Declaration, Declarant and Hayes intend to subject the Property and improvements thereon to this Declaration and the easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

NOW, THEREFORE, Declarant and Hayes, as the fee owners of the Property, by this Declaration: (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such Property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such Property.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 ACC. The "ACC" shall mean the Architectural Control Committee for the Property as defined in Article 1.22 of this Declaration.

1.2 Accessory Structure. A detached subordinate structure, the use of which is incidental to that of the Building and located on the same Lot.

1.3 Association. The "Association" shall mean Copper Creek Crossing Homeowners Association, Inc., the members of which shall be all Owners of Lots within the Property.

1.4 Association Insurance. "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.5 Copper Creek Crossing Documents. "Copper Creek Crossing Documents" shall consist of this Declaration, Articles of Incorporation of the Association, the Bylaws of the Association, and any amendments thereto.

1.6 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.7 Building. A "Building" shall be any principal roofed and walled freestanding structure located on a Lot.

1.8 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.9 Common Areas. The "Common Areas" shall consist of Outlots 1, 2, 4 and 5, walking trail bordering Copper Creek, any common easements which may be used for signage identifying the Property as Copper Creek Crossing, and any other Outlot which may be added to the Common Areas by Declarant, in its sole discretion.

1.10 Common Improvements. The "Common Improvements" consist of the following, some of which may be located in Common Areas and some of which may be located in the public way:

A. Any storm water detention ponds and all associated drainage swales, storm sewer lines, outfall structures, rip rap, and other improvements and facilities located in the Common Areas or drainage easements for storage and management of storm and surface waters.

B. All survey monuments, decorative structures, signage intended for permanent location, landscaping, fences and other structures and improvements located within the Common Areas.

C. All walking trails, landscaping, or any other improvements made by the Association in the Common Areas.

1.11 Declarant. The "Declarant" shall mean CTH Investments, LLC, a Wisconsin limited liability company and its successors and assigns pursuant to assignment in accordance with Article 16.7 of this Declaration.

1.12 Declaration. "Declaration" shall mean this Declaration as the same may be amended from time to time.

1.13 Director. A "Director" shall mean a member of the Board.

1.14 Drawings. The term "Drawings" shall mean the documents identified in Article

7.

1.15 Lot. "Lot" shall mean each lot intended for construction of a residence (including a duplex) as described on Exhibit A attached hereto, and "Lots" shall mean all of the lots as described on Exhibit A attached hereto.

1.16 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.17 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.18 Occupant. "Occupant" shall include the Owner and any other person residing on a Lot.

1.19 Outlot. "Outlot" shall mean any one of Outlots 1, 2, 3, 4 or 5. The reference to an Outlot by a number shall mean that particular Outlot.

1.20 Owner. "Owner" shall mean each fee simple owner of a Lot and the "Lot Owners" shall mean each fee simple owners of all of the Lots. The Declarant is an Owner with respect to Lots to which it holds title.

1.21 Plat. The "Plat" is the final plat of the Phase 1 Copper Creek Crossing as recorded on June 7, 2007 in the Register's Office in Volume D of Plats at Page 265A as Document No. 936697.

1.22 Property. The "Property" shall mean the lots and outlots subject to this Declaration as described on Exhibit A attached hereto and all Buildings and other improvements constructed or to be constructed thereon.

1.23 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Sauk County, Wisconsin.

1.24 Rules. The "Rules" shall mean rules, if any, established by the Association governing the administration of the Common Areas and Common Improvements.

1.25 Storm Water Improvements. Storm Water Improvements consist of the Improvements described in the Storm Water Management Maintenance Plan.

1.26 Storm Water Management Maintenance Plan. The "Storm Water Management Maintenance Plan" is the Storm Water Management Maintenance Plan, affecting the Storm Water Improvements within the Property, in substantially the form attached hereto as Exhibit C.

1.27 Town (including County). "Town" shall mean the Town of Reedsburg, and shall to the fullest extent possible mean and include Sauk County, and the Sauk County Planning and Zoning Department, in each and every instance when the County has original jurisdiction, has overlapping jurisdiction, or is in any way acting for on behalf of the Town.

ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration. Declarant shall establish the Association to administer the Property. The Board may, but need not, from adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, Common Improvements, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting. Each Owner shall be a member of the Association. Each member shall be entitled to one (1) vote for each Lot owned. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association. Declarant shall have the sole right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of thirty (30) days after the sale by Declarant of the last Declarant owned Lot, unless Declarant voluntarily elects to waive its rights under this section.

2.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of any penalty.

2.5 Approvals. Except for proposals requiring approval by the ACC pursuant to Article 7 hereof, 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 to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing.

2.6 Reservation of Common Areas. The Declarant hereby declares all of the "Common Areas" shall be reserved for the benefit of all Lot Owners for the purposes intended, including without limitation, the perpetual maintenance, operation, repair and replacement of the Common Improvements located therein.

2.7 Ownership of Outlots. The Owner or Owners of each Lot subject to this Declaration shall be deemed to own, through the Association, an undivided fractional interest in Outlots 1, 2, 4 and 5. The fractional interest shall be calculated reference to a fraction, the numerator of which is 1 and the denominator of which is the number of Lots subject to this Declaration. Maintenance, repair and replacement of Outlots 1, 2, 4 and 5 shall be as provided in Article 4 below. Outlot 3 may be privately owned by Declarant or conveyed by Declarant to any other Lot Owner, or may, in Declarant's sole discretion, be subsequently conveyed to the Association and owned by the Association the same as the other Outlots as described above.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and (b) special assessments, or fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

3.2 Installments; Late Payments. General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement; Liens. If an Owner defaults by not making an assessment payment as described above, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Lot upon the foreclosure of its lien. Under Article 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's Lot, if any. Notwithstanding

anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass; both on the Lot and within the roadside ditch, maintain its culverts and driveway endwalls, and remove snow from driveways in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition. Each Owner shall also reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees, contractors, or tenants.

4.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including storm water facilities, Storm Water Improvements, common roadside ditches, common sidepaths, sidepath culverts and endwalls, landscaping, trees, plantings, and grass in the Common Areas including trimming of such trees for sight lines. Maintenance and repair of storm water facilities shall include, but is not limited to, periodic inspection and removal of sediment and debris as required in the Stormwater Management Maintenance Plan. The Association shall have no responsibility for maintenance or repair of any wells or septic systems, wherever located. The Association may, in its discretion, install additional Common Improvements in the Common Areas. In the event the Association fails to perform necessary maintenance or repairs, the Town may charge the association or individual property owners for any maintenance or repairs performed by the Town, and if such charges are not paid, the Town may assess property owners within the Plat for said charges.

4.3 Declarant Responsibility. Notwithstanding the foregoing, the Declarant shall be responsible to administer and ensure completion of all maintenance obligations of the Association prior to incorporation of the Association.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Residential Use. Each Lot shall be occupied and used only for single family (including duplex) residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Property, except for: (1) home occupations as permitted by the Town; or (2) the sale of Lots, subject to the other provisions of the Copper Creek Crossing Documents and any Rules related thereto; or (3) the establishment of offices by Declarant, or its agents, for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of

a single-family or duplex residential home 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 ACC.

5.2 Restrictions on Resubdivisions. No Lot shall be further divided so as to increase the total number of Lots in the Plat. All other resubdivisions must be approved by the Board and Town.

5.3 Connection Between Ownership and Occupancy of Lots. Each Lot must be occupied by its Owner; the Owner's tenants, the Owner's shareholder, director, member, partner, employee, trustee or officer; or a member of the Owner's immediate family. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Copper Creek Crossing Documents caused by an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant. Any Owner may lease a residence on a Lot or a vacant Lot. Any lease or rental agreement must be in writing, and shall incorporate, be subordinate, and require the tenant to agree and acquiesce to the Copper Creek Crossing Documents.

5.4 Prohibited Uses.

A. **Personal Vehicles.** No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Owners and Occupants shall use their best efforts to store all vehicles in garages. There shall be no outside storage of buses or large trucks on any Lot for a period of more than 72 hours. Any such vehicle may be stored or kept within the garage of the residence with the garage door closed. The purpose of this provision is to provide an aesthetically pleasing subdivision for all residents. The Board shall use its best efforts to fulfill this purpose for the good of all Owners.

B. **Commercial Vehicles.** Except as permitted below, no commercial vehicle, including but not limited to, semi-trucks, tractor-trailers, and cargo or delivery trucks or vans, shall be regularly kept on any lot in the Property. For the purposes of the foregoing, "commercial vehicles" shall not mean those designed or customarily used for personal or family purposes, including pick-up trucks of less than a three-quarter (3/4) ton capacity, despite commercial-type lettering or graphics, racking or equipment.

C. **Temporary Structures.** No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its agents, successors and assigns, or the Association and, under no circumstances, without Town approval.

D. **Parking.** Temporary parking on streets within the Plat for private events may be allowed in compliance with the ordinances of the Town.

E. **Waste.** All lots under construction shall be cleaned up daily. Accumulations of waste, litter, excess or unused building materials or trash other than in

appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. Incineration of waste is prohibited anywhere within the Property. The personal refuse, garbage, and recycling receptacles for each occupied home shall be stored within the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage/recycling pickup.

F. **Restricted Dumping.** No construction material, grass clippings, rocks or other debris or waste materials shall be dumped by any Owner onto any Lot or Outlot within the Plat.

G. **Signs.** No Owner or Occupant, except Declarant, may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Lot which are visible from the public streets or Common Areas without the prior written consent of the Board, except that an Owner may within their Lot erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "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.

H. **Pets.** Use of invisible fencing or similar control systems shall be encouraged. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within a Lot, except as allowed by Town ordinance. No animals within a Lot shall be kept, bred or maintained for any commercial purposes. All pets shall be housed indoors unless the ACC has approved of a dog kennel as provided herein, and when pets are allowed outdoors they shall be kept on the Owner's Lot (and shall be leashed when outside of Owner's Lot and within other areas of the Plat). Any pet excrement in portions of the Plat other than the pet owner's Lot shall be removed immediately by the Occupant of the residence in which the pet resides. A violation of the provisions of this paragraph shall subject the Lot Owner responsible for such violation to additional special assessments by the Board for the enforcement costs, including but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board.

I. **Accessory Structures.** An accessory structure, being a structure other than the Building (house) and garage (attached or detached), shall be limited to storage sheds, children's playhouses, greenhouses, pool cabanas, or gazebos. Any such accessory structure shall be architecturally consistent in quality, material, character, and appearance with the residence and the plan of which must be reviewed and approved in writing by the ACC. Accessory structures requiring a permit shall be reviewed and approved by the Town Building Inspector.

J. **Manufactured Homes.** No mobile or manufactured homes, whatsoever, shall be permitted on any Lot within the Property.

ARTICLE 6. ENVIRONMENTAL REGULATIONS

6.1 Grading, Filling, Excavation. All grading, excavation, filling and any other construction activities shall be in strict conformance with any Chapter 30 permit issued by the Wisconsin DNR, if applicable, together with all federal, state and local laws, regulations, ordinances and administrative orders in respect to the protections of waterways, wetlands and other environmental areas. Each Lot Owner shall be obligated to indemnify, defend and hold harmless the Declarant, its members, contractors, agents and consultants against any violation of this section or any such law, rule or regulation, caused by said Lot Owner, its agents, contractors, or employees.

A. Restriction – Stormwater Management Easements, “No Build Zones”. Certain areas identified on the Plat, including certain Stormwater Management Easements and well/septic areas are deemed “No Build Zones” and shall remain undeveloped except as specified herein, or in the Stormwater Management Plan and Erosion Control Plan. No clear cutting of trees shall be allowed in Stormwater Management Easements. No vegetation or soil may be disturbed within the Stormwater Management Easements without written approval from the Town.

B. Restriction -Primary Environmental Corridor, Wetlands. Lands lying within any designated primary environmental corridors or wetlands, if any, shall be preserved and protected by prohibiting grading, filling, and excavation; the erection of buildings; the removal or destruction of any vegetative covers except dead and diseased vegetation and noxious weeds as defined by the Town; the introduction of plants not indigenous to the existing environment of the preservation area shall also be prohibited.

C. Restriction – Outlot 5. In addition to the other covenants and restrictions of this Declaration, Outlot 5 shall be subject to the following agreements and restrictions, enforceable by the Association, Town or Wisconsin Department of Natural Resources:

(1) **USES.** There shall be no commercial or industrial activity undertaken or allowed.

(2) **BUILDINGS AND STRUCTURES.** There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures not related to conservation of wetland-based recreation or education purposes built or placed in Outlot 5.

(3) **LAND DISTURBANCE.** There shall be no dredging, filling, excavating, mining, logging, drilling, or removal of any topsoil, sand, gravel, rock, minerals, or other materials within Outlot 5 except in conjunction with authorized management activities.

(4) **DUMPING/DISPOSAL.** There shall be no dumping of trash, plant materials or compost, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic waste.

(5) WATER. The hydrology of Outlot 5 will not be altered in any way or by any means including pumping, draining, diking, impounding or diverting surface or ground water into or out of Outlot 5.

(6) AGRICULTURAL USES. All agricultural uses are prohibited (e.g., plowing, tilling, haying, cultivating, planting or other agricultural activities). This does not include native seed production activities, mowing, planting, or herbicide use conducted for the purpose of enhancing the ecological functions and values of the Outlot. The Grantor may not stock animals or allow the grazing of animals on Outlot 5.

(7) NOXIOUS WEEDS. The Association is responsible for compliance with all federal, state and local laws governing the control of noxious weeds within Outlot 5.

(8) MOTORIZED VEHICLE USE. There shall be no operation of any motorized vehicle or equipment within the Conservancy Area except in conjunction with the authorized management activities.

(9) ACCESS. The Town, its contractors, agents and invitees, may enter Outlot 5, in a reasonable manner and at reasonable times, for the purpose of inspecting Outlot 5 to determine compliance with this subsection and further to observe, study, record and make scientific studies and educational observations.

(10) WATER CONTROL STRUCTURES. The Town shall have the right to install, operate and maintain water control structures for the purpose of protecting, re-establishing and enhancing wetlands and their functional values. This includes the right to transport construction materials to and from the site of any existing or proposed water control structure.

(11) SEEDING. The Town shall have the right to establish or re-establish vegetation through seeding or plantings.

(12) MANAGEMENT. The Town shall have the right to manipulate vegetation, topography and hydrology on the Conservancy Area through diking, pumping, water management, excavating, burning, cutting, pesticide application and other suitable methods for the purpose of protecting and enhancing wetlands and wetland vegetation.

(13) ENFORCEMENT. In addition, to any other rights granted under this Declaration, or otherwise available, the Town may enforce by proceedings at law or in equity the provisions of this subsection. The right shall include but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this subsection, to require the restoration of Outlot 5 to its natural condition or to enjoin noncompliance by appropriate injunctive relief. The Town does not waive or forfeit the right to take action as may be necessary to ensure compliance with terms of this subsection by any prior failure to act. Nothing herein shall be construed to entitle the Town to institute any enforcement action against the Declarant, Association or Owners for any changes to Outlot 5 due to causes beyond the their

control and without their fault or negligence (such as changes caused by fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties).

The terms of this subsection are not subject to repeal amendment and shall not terminate on expiration of this Declaration subject to its terms.

ARTICLE 7. ARCHITECTURAL CONTROL

7.1 Appointment. Declarant shall have the sole right to appoint and remove members of the ACC and to exercise any and all powers and responsibilities assigned to the ACC, by the Articles, By Laws, this Declaration or Wisconsin Law until the earliest of: (1) thirty (30) days after the sale by Declarant of the last Declarant owned Lot; or (2) Declarant's voluntary election to waive its rights under this section. On the Declarant's withdrawal from the ACC, the Declarant shall notify the Lot Owners in writing of such withdrawal. At that time, the majority of the Lot Owners shall elect the ACC consisting of three persons who shall establish its rules and procedures for operating.

7.2 Approval of Proposal.

A. Prior Approval for Construction or Changes. Prior to the construction of any improvements to a Lot, including any additions or alterations which substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall obtain approval for such proposal from the ACC and Town. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the previously approved and constructed improvements.

B. Procedure for Approval. Prior to application for a building permit, each Lot Owner shall submit the following documents, (the "Drawings"), to the Copper Creek Crossing Architectural Control Committee c/o CTH Investments, LLC, 805 Silver Sage Trail, Middleton, WI 53562:

(1) Proposed blueprints, showing, at a minimum, floor plans, elevations of all sides of the Building, exterior finishes, exterior colors (with color samples), roofing type (with color samples);

(2) The proposed grading and landscaping plans for the Lot;

(3) A survey showing the location of the Building, driveway, septic and sewerage facilities and access, well sites, and any other improvements to be made to the Lot, to scale, with dimensions and setback distances shown;

(4) The applicants current contact information; and

(5) Three sets of all proposals must be sent to the ACC by hand delivery or certified mail; provided, however, the Declarant shall not be obligated to submit or

obtain approval as long as the Declarant owns any Lot. At such time as the Drawings meet the approval of the ACC, one complete set of the Drawings will be retained the ACC and the other complete set shall be marked approved, and returned to the Lot Owner or the Lot Owner's designated representative. If the Drawings are disapproved, one set of the Drawings shall be returned to the Lot owner marked "disapproved" and shall be accompanied by a statement of the reasons for disapproval. The ACC's approval or disapproval shall be in writing. In no event shall the ACC give oral approval of any of the Drawings.

(6) The ACC may request additional information and/or revised Drawings.

C. **Architectural Review.** In order to maintain the integrity and aesthetics of the Property, the ACC shall review and approve the Drawings and submittals prior to Lot Owner (or its agents or contractors) submitting an application to the Town for a building permit. The ACC shall examine and review the design, location, scheme, aesthetics, workmanship and materials, including as to harmony of external design with existing structures, and as to location with respect to other structures, topography and finish grade elevation. The ACC shall further review and approve all proposed well and septic field and access locations. The ACC shall further examine and review whether the proposal complies with the terms of this Declaration, and in the ACC's sole opinion, do not detract from or depreciate any portion of the Property, even if the Drawings show a proposal which otherwise does not breach any other standard set forth in this Declaration. The ACC shall also have the authority among other things to require, at a minimum, pitch or slopes on the main structure of the residence to be constructed, remodeled, or added onto any Lot, to mandate the colors of roofing materials, siding, shutters, windows, or other accents to any residence or Building to be constructed or remodeled, to prohibit or regulate the use of active solar or heating panels on the fronts of buildings, to regulate the construction and maintenance of awnings, and generally to require that any plans meet the standards established by the ACC.

7.3 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not require the payment of a review fee by an applicant in connection with the submittal and review of any Drawings. The ACC may engage and employ consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant Owner. The members of the ACC shall not receive any compensation for serving on the ACC but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

7.4 Additional Uniformity Standards; Waiver. Subject to the minimum standards imposed by the Town, the ACC may adopt additional written standards of architectural uniformity, setback, grading, landscaping, basements, roofing, or exterior materials, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard contained herein, and may waive any floor area requirements by up to 10% so long as the reduction does not violate any applicable code or ordinance. The ACC 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 ACC 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 ACC may waive any standard even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

7.5 ACC Approval. The ACC shall have 60 days after its receipt of the final Drawings from the Lot Owner within which to render its decision on the approval or disapproval of the Drawings. The final Drawings shall include any additional specifications and/or revised Drawings requested by the ACC. In the event the ACC fails to approve or disapprove within 60 days after complete final Drawings have been submitted to it, approval shall be presumed and all related Covenants and Restrictions shall be deemed to have been in full compliance by the Lot Owner. No construction, remodeling, or alterations may be started by any Lot Owner without the prior written approval of the ACC except as provided above, and under no circumstances without required Town permits. If a Lot Owner fails to submit final Drawings for approval by the ACC and/or otherwise fails to follow the procedures set forth herein, any construction, remodeling, or alterations whether such construction, remodeling or alterations have been started or completed, shall constitute a violation of this Declaration. No Owner of a Lot may claim that the ACC, through any acts or failure to act by the ACC, has waived its right to approve or disapprove any such construction, remodeling, or alteration. The decision of the ACC is final as to all matters. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be. The ACC may, in its discretion, extend the withdrawal period by up to an additional 6 months if it reasonably determines that the delay has been primarily caused by factors outside of the control of the Owner.

7.6 Separate Town Approval Required. Following ACC approval, Lot owners shall be responsible for obtaining all necessary approvals and any permits required by any applicable law, code or ordinance. Obtaining all such necessary approvals is the sole responsibility of the Owner desiring approval. Approval by the ACC shall not be deemed approval by the Town and approval by the Town shall not be deemed approval by the ACC.

7.7 Liability of Declarant and the ACC. The Declarant and its assignees and the members of the ACC shall have no liability for decisions made by them so long as such decisions are made in good faith and are not discriminatory. Any errors in or omissions from the documents submitted to the Declarant or the ACC shall be the responsibility of the entity or person submitting the documents and the Declarant or the ACC shall have no obligation to check for errors in or omissions from any such documents or to check for such document's compliance with the general provisions of these covenants and restrictions, local ordinances and regulations, state statutes, or the common law. Declarant shall have no responsibility or liability for (i) the creation, selection, management, or operation of the ACC, (ii) any actions taken or omitted to be

taken by or on behalf of the ACC as a result of, in connection with, under, or pursuant to this Declaration, or (iii) any liabilities, obligations, debts, actions, causes of action, claims, debts, suits, or damages incurred by or on behalf of or arising in connection with the ACC or the duties and obligations of the ACC pursuant to these Covenants and Restrictions.

7.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of a settlement of such proceeding, this indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the such person's performance as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing herein shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

ARTICLE 8. CONSTRUCTION OF IMPROVEMENTS

8.1 General Standards. All construction in the Property shall be performed in accordance with the standards set forth in this Declaration.

A. If any statutes, ordinances, rules, regulations, zoning codes, or building codes require setbacks which are different than those provided in this Declaration, the provisions of this Declaration will apply if they are more restrictive.

B. Notwithstanding the setback requirement specified above, the orientation and precise location of each residence and garage, as well as all other improvements on the Lot, must be approved in writing by the ACC and a building permit must be issued prior to any construction, it being intended that the ACC may, in its discretion, impose greater setback requirements than those permitted under Municipal ordinances in order to achieve or maintain the aesthetic appearance for the Property or any portions thereof which the ACC deems advisable. Additionally, the approval of the exact location of the residence by the ACC may be for the purpose of ensuring a proper and consistent setback of structures and buildings and to avoid blockage and views of other properties.

C. Each Lot Owner shall commence construction of the Lot Owner's Building (house) within six (6) months of obtaining a building permit. The initial interior and exterior construction of such Building shall be substantially completed within one (1) year after the commencement of construction; such time of completion shall be extended to the extent of any delay due to strike, lockouts and acts of God.

8.2 Construction Damage. Each Lot owner shall be responsible for any damage to any other Lots, the Common Areas, the Common Improvements, or any improvements the Declarant is obligated to construct or install under contract with any local government unit, caused by said Lot Owner, its agents, employees, or contractors, including without limitation, ruts from vehicles or equipment, destruction of vegetation, street cleaning, roadside ditch repair, or the depositing of fill or construction refuse. Such damage shall be fully restored or cleaned up and any cost thereof incurred by the Association, together with the interest thereon at 12% accruing from the date incurred which shall be reimbursed by the Lot Owner, and if not so reimbursed, shall constitute a special assessment against the Lot.

8.3 Architectural Requirements & Guidelines.

A. Minimum Square Feet. Only one single family residence may be constructed on each Lot. Residences shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations (for purposes hereof, "more than 1 story" includes homes referred to as one and a half story, or two story):

1 Story (including raised ranch) and Split Level:	1,250 Square Feet
More than 1 Story:	1,800 Square Feet

B. Lot Setbacks. The location of any Building on each Lot shall be subject to the setbacks identified on the Plat and any applicable Town ordinance.

8.4 Construction Specifically Regulated.

A. 2-Car Garage Required. Each residence shall have a private garage suitable for parking not less than two standard size automobiles nor more than four standard size automobiles. No garage shall be enclosed or otherwise altered to prevent the parking of at least two standard size automobiles completely within such garage.

B. Driveways & Culverts.

(1) A driveway approach with galvanized steel or corrugated HDPE culvert (15"W x 20'L min.) and versa-lok endwalls, or their equivalent, shall be properly installed as to grade and drainage, in its permanent location, and covered with crushed gravel, before any materials or construction equipment are moved on to any Lot. All driveway approaches between the paved roadway and the right of way line shall be covered in asphalt or concrete at the Owner's expense.

(2) Each Lot shall be allowed only one driveway. Said driveway shall not be located closer than ten (10) feet to a side lot line. The Town may modify this requirement where Lots are so narrow as to require a shared driveway between adjacent properties. Corner Lot Owners may petition the ACC for a driveway/culvert crossing on a second street frontage.

(3) Use of any roadside ditch for ingress or egress to any Lot is strictly forbidden. The size of the culvert shall be approved by the Town.

(4) Each Lot shall be improved by the Lot Owner with an asphalt, brick or concrete driveway extending from the street right-a-way to the garage within 90 days following issuance of an occupancy permit for the Home, or if said permit is granted after September 15, then said completion shall be achieved prior to June 1 of the following year. A plot plan showing the location of the drive shall be submitted to the ACC for its prior approval under Article 7.

C. **Exterior Materials.** The exterior siding of each Building shall be made of face brick, stone, wood, and any other material approved by the ACC. Fiber cement siding and trim materials (commonly known as "hardiplank") and vinyl siding which is manufactured to appear natural may also be acceptable, subject to ACC approval. Windows, doors, patio doors and garage doors, of wood, vinyl, masonite or clad in aluminum are acceptable. The ACC at its discretion may require brick or stone material on the front façade of any residence to ensure architectural consistency, and may similarly require external chimneys to be constructed of stone or brick.

D. **Windows.** Windows shall be uniform on the front sides and the rear of the residence to maintain architectural consistency as determined by the ACC in its discretion. There shall be no windowless elevations.

E. **Patio Doors.** Patio door trim must approximate and match window trim.

F. **Corner Boards.** Any residence utilizing rough sawn cedar or hardiplank siding is required to use rough sawn cedar or hardiplank corner boards on all corners of the home. The type of corner boards that are used on the front of the home then must be used on the sides and the rear of the home to maintain architectural consistency.

G. **Hardiplank Wrapped Exterior.** The exterior of the home may have hardiplank soffit, fascia, frieze boards, gable vent trim, entry door frame trim, overhead door jamb/trim, box windows, and fixture blocks.

H. **Roof.** A residence shall have a roof of architectural grade dimensional shingles, however, other roofing materials (such as metal) may also be acceptable subject to ACC approval. Each home must have a minimum roof pitch ratio of 8:12 on the main body of the roof. Roof pitches are subject to ACC approval and may be reduced for structural or aesthetic purposes.

I. **Fences.** All fencing must be approved by the ACC and Town prior to installation. The ACC shall make the final determination on what fencing will be permitted, the location of fencing, and the height of the fencing. No chain link fencing shall be permitted. All fencing must be compliant with any applicable Town (or County pursuant to Article 1.27 hereof) code, rule or regulation, including any applicable permitting requirements.

J. **Antennas.** Unless permitted by 47 C.F.R. Section 1.4000 or other applicable regulation, roof mounted antennas, ground mounted antenna towers, and other visible equipment for receiving or sending audio or video messages or transmissions are prohibited. Internal attic-installed antennas are preferred. In every case where permitted, the antenna, aerial, must be installed subject to the approval of the ACC as to location and screening, and subject to any applicable code or ordinance.

K. **Satellite Dishes.** The location of all satellite dishes require the approval of the ACC, which approval shall not be unreasonably withheld. The ACC shall not place any restrictions that impair the installation, maintenance, or use of such antennas and satellite dishes that would be in violation of 47 C.F.R. Section 1.4000. All antennas and satellite dishes must be 24 inches or less in diameter. Building mounted satellite dishes shall not be located on any front (roadside) elevation of a home.

L. **Clotheslines.** Clotheslines may be installed and/or used but shall be limited to portable or retractable lines and shall be limited to the rear yard of the Lot.

M. **Pools.** Pools require a Town (and/or County pursuant to Article 1.27 hereof) permit and may be installed on a Lot with the approval of the ACC, which approval will not be unreasonably withheld. Any pool shall be completely enclosed by a secure wall or fence of a minimum of four (4) foot elevation, with a self closing and self latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least four (4) feet between the fence and the pool. Notwithstanding the foregoing, seasonal, portable above-ground wading pools of a depth not to exceed twenty-four inches (24") are permitted without a wall or fence enclosure and do not require ACC approval.

N. **Walkways.** All walks leading up to the front door must be paved with a hard surface such as concrete, stamped concrete, brick or flagstone. Asphalt walks are not allowed.

O. **Decks.** Decks must be located to the rear of the dwelling. All decks require a Town (and/or County pursuant to Article 1.27 hereof) permit and must be approved by the ACC and Town prior to installation. Decks may be constructed of treated wood or maintenance free recycled materials as long as the material is in harmony with the adjacent home. Decks shall have a clear or tinted preservative stain applied to them and shall not be left to weather naturally. Paint is not permitted on the walking surface of the deck, but can be applied to hand railings and all other surfaces.

P. **Patios.** Patios must be constructed with a hard surface material such as concrete, stamped concrete, brick pavers, flagstone or similar materials as long as the material is in harmony with the home.

Q. **Porches.** Porches (Front/Wrap Around) shall be integral to the architecture of the Building. Porches may be constructed of pressure treated wood or other natural insect/disease resistant woods as long as the material is in harmony with the home.

R. **Fixed Grills.** Permanent grills should be placed behind the rear elevation of the house and should not be placed within ten (10) feet of the side and rear property lines.

S. **Dog Kennels.** Dog kennels shall be in the rear yard of the Lot and must be approved by the ACC prior to construction. The ACC shall condition any approval for a dog kennel by requiring the appropriate screening of the dog kennel.

T. **Utilities.** All individual Lot utility services and appurtenances must be located and accessed underground, in the rear yard.

U. **Solar Collectors.** No exterior active solar collectors shall be erected, installed or used unless approved by the ACC.

V. **Downspouts.** Each Building shall have rain gutters and downspouts which match the colors of the Building or trim. Such downspouts shall be directed on to a twenty foot (20') minimum pervious flow path with a slope less than eight percent (8%) on areas of the Lot, including lawns, rain gardens, flowerbeds and shall not be directed onto adjacent properties or streets.

8.5 Landscaping Requirements & Guidelines.

A. **Existing Vegetation.** Except as required for the construction of improvements, no existing live tree with a diameter of four inches or more, at a height of four feet above the ground shall be cut down, destroyed, mutilated, moved, or disfigured without the approval of the ACC.

B. **Grading.** Declarant and the Town have agreed to a certain Storm Water Management Plan and Master Grading Plan. Each Lot Owner shall conform to the Storm Water Management Plan and Master Grading Plan and shall not alter the grades established in such plans. In the event of a conflict between any proposed Drawings and the Storm Water Management Plan or the Master Grading Plan, the Storm Water Management Plan and/or the Master Grading Plan shall control. The Declarant and the Town, their agents, employees or independent contractors shall each have the right to enter upon any Lot after giving reasonable notice to the Owner for the purpose of inspection, maintenance, or correction of any drainage condition, and the Owner is responsible for the costs thereof. Owner shall be provided with a written notice of any drainage condition requiring maintenance or correction and given thirty (30) days to cure such condition before the Declarant or Town will rectify such condition at Owner's cost.

C. **Ponds.** No ponds shall be constructed on a Lot without the prior approval of the Town. Rain gardens are encouraged to help slow the rates of storm water runoff. Rain gardens shall require the approval from the ACC and the Town, prior to installation.

D. **Lawns.** Permanent lawns shall be installed in accordance with the Drawings approved by the ACC and shall be completed within 90 days following the issuance of

the occupancy permit for the Home, or if said permit was granted after September 15, all permanent lawns shall be completed on or prior to June 1 of the following year.

E. **Plantings.** Plantings (other than turf grass) and landscaping are not allowed within drainage easements without the approval of the Town. The following provisions apply to plantings:

(1) **Native Plantings.** Each Lot Owner is encouraged to use native Wisconsin plants when preparing their yard with landscaping.

(2) **Shade Trees.** Each Lot Owner is encouraged to plant at least two (2) shade trees on each Lot. Each tree planted must be a minimum of 2.5" caliper and selected from the approved list of shade trees attached to this document as Exhibit B (and may not be the type of shade tree on the prohibited list).

F. **Vision Triangles.** There shall be no planting of perennials, shrubs, or trees within any vision triangles located at the intersection of all streets that exceeds a height of thirty (30) inches.

G. **Retaining Walls.** Retaining walls are to be built out of boulders or manufactured stone products. Railroad ties, sawn timbers or any other wood product are prohibited as retaining wall materials. Any retaining wall located within 300 feet of a navigable waterway, including but not limited to Copper Creek, will require a permit and approvals from the Town (and/or County pursuant to Article 1.27 hereof).

H. **Maintenance.** In addition to the requirements of Article 4.1, each Lot Owner is responsible for keeping their Lot free from debris and weeds prior to the planting of grass on the Lot. Until grass is planted on each Lot, the Lot Owner shall be responsible for compliance with the any applicable weed control ordinance. Each Lot Owner is responsible for keeping the lawn, landscape, and the roadside ditch to the gravel shoulder, in good maintenance. Should the landscape be left in an unmaintained state as to become a nuisance or an eye sore, the Association retains the right to remedy the nuisance and assess the costs back to the Lot Owner. Owner shall be provided with written notice of situation and will be afforded fifteen (15) days to cure such condition before the Association can take action.

ARTICLE 9. INSURANCE

9.1 **Association Insurance.** The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and, to the extent there are Common Improvements owned by the Association, an all-risk casualty insurance coverage on any such Common Improvements, as well as any other policies and/or coverages as the Board deems necessary or advisable.

9.2 **Coverage of Association Insurance.** The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value of any improvements owned or

maintained by the Association (if any), with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

9.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

9.5 Waiver. The Association and, by acceptance of a conveyance of a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance policies, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

9.7 Exclusions From Coverage. Association Insurance coverage shall exclude (a) coverage on any Building or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association

Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10. AMENDMENT OF DECLARATION

10.1 General. This Declaration and all terms and conditions hereof shall constitute covenants and restrictions running with the Property forever, and shall be binding upon all persons claiming an interest in a Lot or any portion of the Property. This Declaration may be amended by recording an instrument executed by or on behalf of the Owners of at least seventy-five (75%) of the Lots subject hereto. Each Owner shall have the right to cast one vote for each Lot owned by that Owner. In addition, any amendments: (1) may not modify Declarant's rights hereunder, in any way whatsoever, without Declarant's written consent, and (2) may not modify the Town's rights hereunder, in any way whatsoever, without the Town's written consent.

10.2 Procedures. Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded. This provision does not apply to the Town or Declarant.

ARTICLE 11. RIGHTS OF MORTGAGEES

11.1 Notice Any Mortgagee, insurer or guarantor of a mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

A. Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Copper Creek Crossing Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

B. A lapse, cancellation or material modification of any Association Insurance; and

C. Any proposed action that requires the consent of a Mortgagee as specified in Article 8.

11.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 12. RIGHTS OF DECLARANT

12.1 Reserved Rights. Pending the sale of all Lots by Declarant, Declarant:

A. May use the Outlots, and any unsold or Declarant owned Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted so long as that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

B. Shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

C. Shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

D. May maintain a construction trailer for office use on any Lot owned by Declarant for the purposes of managing the construction on any portion of the Property.

ARTICLE 13. REMEDIES FOR VIOLATION BY OWNER

13.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Declarant, Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance. If the Association or the Declarant is the "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof, the Association or Declarant shall be entitled to recover from the other party its costs incurred in enforcing this Agreement, including its reasonable attorneys' fees, in addition to any other relief to which it is entitled. The term "prevailing" means the Declarant or Association has obtained substantially the relief sought, whether by compromise, settlement or judgment.

13.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Article 3. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 14. EASEMENTS

14.1 Right of Entry. A right of entry to each Lot, Common Area or Outlot is reserved to the Town, the Declarant, the Association, and each of their agents for the purposes of exercising any rights under this Declaration, under any of the Copper Creek Crossing Documents, any other recorded restriction or applicable law. Such entry shall follow a request for entry made in advance and is limited in scope so as to extend only as is reasonably necessary for such purposes. In case of emergency, entry onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present, and without liability of the Town, the Declarant, the Association or their agents, if such emergency entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant.

14.2 Drainage. An easement is reserved to Declarant, the Association and the Town over the Property for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan.

ARTICLE 15. TERMINATION

15.1 Termination. This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office. No termination shall be effective without the written approval of the Town.

ARTICLE 16. CONSTRUCTION AND EFFECT

16.1 Number and Gender. Whenever used herein, unless the context 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.

16.2 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.

16.3 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.

16.4 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.

16.5 Remedies. All remedies herein are cumulative.

16.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express 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.

16.7 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 and benefits so assigned which is recorded in the Register's Office.

16.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Property which Declarant owns at the time of recordation.

16.9 Zoning Code. In addition to the provisions contained herein, all Lots and improvements thereon shall be subject to Town (including Sauk County, and the Sauk County Planning and Zoning Department, per Article 1.27 hereof) ordinances and applicable county, state and federal laws, as may be amended from time to time (herein collectively referred to as "Laws"). No lotline shall be moved and no lot shall be otherwise modified, subdivided or combined without the approval of the Town. The requirements under Town ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Town ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the Town ordinances where the

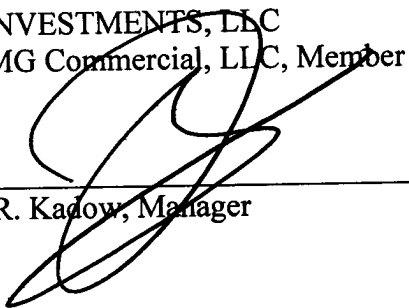
Town ordinance is more strict than the provision contained herein, the Town ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration, shall not imply that no such requirement exists with the Town and shall not constitute a waiver of such requirement and/or approval.

16.10 Declarant Representations. Declarant makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Declarant recommends that prospective buyers have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.

This Declaration of Covenants, Conditions and Restrictions for Lots 1-8, Lots 12-26 and Outlots 1-5 in Phase 1 Copper Creek Crossing is executed effective as of the date that the Declarant signed this Declaration below.

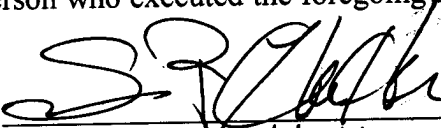
DECLARANT:

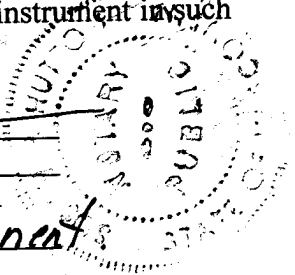
CTH INVESTMENTS, LLC
By: CMG Commercial, LLC, Member

By: 
Jason R. Kadow, Manager

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 8th day of July, 2019, the above named Jason R. Kadow, as the Manager of CMG Commercial, LLC, and being the Member of CTH Investments, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.


Susan P. Hutton
Notary Public, State of Wisconsin
My commission: is permanent

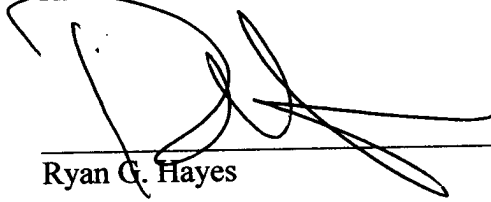


This instrument drafted by:

Attorney William R. Kutsunis
Kutsunis Law Office, LLC
1001 N. Gammon Road, Suite 3
Middleton, WI 53562

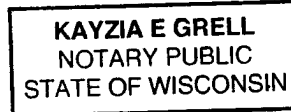
[Signature page for Declarant for Declaration of Covenants, Conditions and Restrictions
for Lots 1-8, Lots 12-26 and Outlots 1-5 in Phase 1 Copper Creek Crossing]

HAYES:

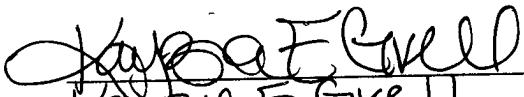


Ryan G. Hayes

STATE OF WISCONSIN)
) ss
COUNTY OF Sauk)



Personally came before me this 14 day of June, 2019, the above named Ryan G. Hayes to me known to be the person who executed the foregoing instrument and acknowledged the same.



Kayzia E Grell
Notary Public, State of Wisconsin
My commission: 9/24/2021

[Signature page for Ryan G. Hayes for Declaration of Covenants, Conditions and Restrictions
for Lots 1-8, Lots 12-26 and Outlots 1-5 in Phase 1 Copper Creek Crossing]

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Phase 1 Copper Creek Crossing, in the Town of Reedsburg, County of Sauk, State of Wisconsin.

AND

Outlots 1, 2, 3, 4 and 5, Phase 1 Copper Creek Crossing, in the Town of Reedsburg, County of Sauk, State of Wisconsin.

Parcel Numbers:

Lot 1	030-1174-00000
Lot 2	030-1175-00000
Lot 3	030-1176-00000
Lot 4	030-1177-00000
Lot 5	030-1178-00000
Lot 6	030-1179-00000
Lot 7	030-1180-00000
Lot 8	030-1181-00000
Lot 12	030-1185-00000
Lot 13	030-1186-00000
Lot 14	030-1187-00000
Lot 15	030-1188-00000
Lot 16	030-1189-00000
Lot 17	030-1190-00000
Lot 18	030-1191-00000
Lot 19	030-1192-00000
Lot 20	030-1193-00000
Lot 21	030-1194-00000
Lot 22	030-1195-00000
Lot 23	030-1196-00000
Lot 24	030-1197-00000
Lot 25	030-1198-00000
Lot 26	030-1199-00000

Outlot 1	030-1200-00000
Outlot 2	030-1201-00000
Outlot 3	030-1202-00000
Outlot 4	030-1203-00000
Outlot 5	030-1204-00000

EXHIBIT B

PERMITTED TREES

Black Maple	Acer Nigrum
Sugar Maple	Acer Saccharum
Bitternut Hickory	Carya Cordiformis
Shagbark Hickory	Carya Ovata
White Ash	Fraxinus Americana
Butternut	Juglans Cinerea
Black Walnut	Juglans Nigra
White Oak	Quercus Alba
Burr Oak	Quercus Macrocarpa
Chinquapin Oak	Quercus Muhlenbergii
Northern Red Oak	Quercus Rubra
American Linden	Tilia Americana
American Sycamore	Planatus Occidentalis

PROHIBITED TREES

Cottonwood
Box Elder
All varieties of Poplar
American Elm and any other species of Elm not resistant to
the Dutch Elm Disease

EXHIBIT C

COPPER CREEK CROSSING STORM WATER MANAGEMENT MAINTENANCE PLAN

SITE NAME

Phase 1 Copper Creek Crossing

RESPONSIBLE PARTY

The landowner/developer, CTH Investments, LLC is initially responsible for satisfying these maintenance provisions prior to incorporation of the Association (as defined below). Thereafter, the Copper Creek Crossing Homeowners Association, Inc. (the "Association") shall assume this responsibility.

PERMANENT COMPONENTS OF THE STORM WATER MANAGEMENT SYSTEM

The storm water system consists of the following components, as detailed in the Storm Water Management and Erosion Plan for Copper Creek Crossing Homeowners Association, Inc. dated January, 2007.

- Storm water drainage ways
- Rock ditch checks
- Storm water management easements areas
- Infiltration areas within storm water management easement areas by Lots 3, 39, 40. Outlets 1, 2, 4.
- Road ditches

INSPECTION AND MAINTENANCE

All components of the storm water system shall be inspected at least semiannually in early spring and early autumn. In addition, drainage ways and swales shall be inspected after large storms for settling, cracking, erosion, sediment accumulation and the health and density of the vegetation. Repairs will be made and accumulated sediment removed whenever the performance of a storm water management feature is compromised. Eroded areas will be re-vegetated immediately.

PROHIBITIONS

Mowing in drainage ways, swales and roadside ditches will be minimized in order to maximize infiltration and filtration of runoff. If occasional mowing is necessary, the mowing height will be no shorter than six inches. Infiltration areas shall not be mowed or disturbed in any way and the existing vegetation shall not be removed without the consent of the Association. These areas were installed to permit the infiltration of runoff and the settlement of particulate matter and will be damaged and subject to erosion if the existing vegetation is removed. If the vegetation in these easement areas is disturbed for any reason, the Association will be responsible to see that these areas are immediately re-vegetated in an acceptable manner.