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**Amended Declaration of Covenants, Conditions,  
Restrictions and Easements for Plat of Stone Brook  
Townhome community and Stone Brook Condominium**

Recording Area

Name and Return Address  
Kristina Ogland  
Attorney at Law  
304 Locust Street  
Hudson, WI 54016

Part of 022227191234U762A  
Parcel Identification Number (PIN)

166

**AMENDED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
PLAT OF STONE BROOK TOWNHOME COMMUNITY  
AND STONE BROOK CONDOMINIUM**

THIS DECLARATION is made on this 6<sup>TH</sup> day JUNE, 2006, by Spring Creek Estates, LLC, a Wisconsin limited liability company, by Chris Kusilek and Dianna Kusilek (hereinafter referred to as "Declarants").

**RECITALS:**

A. This Declaration replaces in its entirety the Declaration of Covenants, Conditions, Restrictions and Easements for Stone Brook Townhome Community dated December 12, 2005 and recorded in the Office of the Register of Deeds for Pierce County, Wisconsin, on December 14, 2005 as Doc. No. 479941.

B. Declarants are the fee simple owners of certain real estate being located in the City of River Falls, County of Pierce, State of Wisconsin described as follows:

The following lots of the Plat of Stone Brook Townhome Community, a subdivision located in the City of River Falls, Pierce County, Wisconsin:

See Exhibit A attached hereto.

The following units of the Plat of Stone Brook Condominium located in the City of River Falls, Pierce County, Wisconsin:

See Exhibit B attached hereto.

The following description is hereby reserved for expansion for the Plat of Stone Brook Townhome Community and the Plat of Stone Brook Condominium located in the City of River Falls, Pierce County, Wisconsin

See Exhibit C attached hereto.

C. Declarants desire to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**NOW, THEREFORE,** Declarants hereby declare that property shall be held, built upon, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, charges and liens which are for the purpose of protecting the value and desirability of, and the benefits and burdens of which shall run with the property and shall be binding on all parties having any right, title or interest in the property, or any part thereof, and their heirs, successors and assigns.

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Owner" shall mean and refer to the holder of fee simple title to, on a land contract vendee of, or to any life tenant or lessee of a lease having a term of more than three years in any Lot or Unit which is part of the property, or any combination thereof, whether one or more persons or entities, but excluding land contract vendors and others having such interest merely as security for the performance of an obligation.

**Section 2.** "Property" shall mean and refer to that certain real property described hereunder and such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions hereof.

**Section 3.** "Private Yard Area" shall mean and refer to that portion of a Lot not covered by a Living Unit.

**Section 4.** "Living Unit" shall mean and refer to the improvements located on any Lot designed for use as a single-family dwelling unit.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the property and shall, when the context hereof requires, include any improvements thereon.

**Section 6.** "Declarants" shall mean and refer to Spring Creek Estates, LLC, it's successors and assigns.

**Section 7.** "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Conditions and Easements for Stone Book Townhome Community and Stone Brook Condominium as from time to time amended in accordance with the provisions hereof.

**ARTICLE II  
WATER SPRINKLER SYSTEMS**

**Section 1. Sprinklers.** All plans and specifications for original construction shall include a provision for installation of an underground water sprinkling system. The Association shall be responsible for future maintenance and repair thereof.

**ARTICLE III  
RIGHTS AND OBLIGATIONS.**

**Section 1. Initial Construction of Residence on Lot.** No residence or other structure shall be erected or placed on any lot until the Plans and Specifications for the residence or other structure shall have been approved in writing by the Architectural Review Committee. Plans and Specifications ("Plans and Specifications") required for review shall be those as the Architectural Review Committee may require from time to time.

**Section 2. Residential Use.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family Residence.

**Section 3. Garages.** Any garage shall be attached to the Residence and shall be deemed to be part of the Residence. Garages shall correspond in architectural style and finishing to the Residence. Garages shall be designed in size for no less than two automobiles. No garage shall be constructed on any Lot prior to construction of a Residence thereon. Plain concrete or asphalt design is required for driveways. Driveways shall be two feet larger than the door opening of the garage. Driveway design shall provide sufficient concrete or asphalt surface outside of the garage door for the parking of one standard size passenger vehicles side by side. Fiberglass garage doors and murals on garage doors shall not be permitted.

**Section 4. Setbacks.** Setbacks from streets, right-of-way, side and back lot lines shall adhere to existing ordinances and zoning requirements of the City of River Falls.

**Section 5. Nuisances.** No noxious or offensive activities that are or may become an annoyance or nuisance shall be permitted on any Lot.

**Section 6. Exterior Regulations.** The following regulations relating to the exterior shall apply:

- a. No soft coal, except smokeless coal, nor fuel of any kind giving off black smoke or strong or obnoxious odors of any kind may be used. All tanks for storage of fuel shall be underground.
- b. All irrigation systems shall be designed to irrigate only the area for which the system is designed. Water run-off will be each lot owner's responsibility. All effort shall be made to contain the sprinkler system over-spray within ones own lot perimeter.
- c. All gas, electric and water meters shall be located away from the dwelling side fronting the street and obscured from direct public view. Where these locations cannot be adhered to, a landscape buffer must be incorporated to obstruct the view of these meters.
- d. All basement egress window wells must be constructed with a timber, stone or decorative retaining wall or a metal window well. These egress wells must be earth retained and not left unfinished.

**Section 7. Lawn and Planting Maintenance.** The Association shall mow, rake, water and maintaining all lawns and exterior plantings on the Lots. All Lots shall be sodded or seeded within disturbed construction areas of the Lot at the time of substantial completion of the Residence; provided, however, that in the event such sodding or seeding cannot occur on the date of substantial completion of the Residence because the weather does not permit, then such sodding

or seeding shall be completed within thirty (30) days after the weather permits such sodded or seeding to occur. Any changes to the original landscape design shall have prior approval from the Architectural Review Committee.

**Section 8. Maintenance of Interior.** Maintenance and repair of the interior of any Living Unit located on a Lot and all other portions thereof, structural or non-structural, shall be performed by each Owner and such interior and other portions shall be maintained in a good, clean, attractive and sanitary condition, order and repair commensurate with this first class, residential property.

**Section 9. Legal Proceedings.** If any Owner or his or her family, tenants or guests do not comply with the provisions of this Declaration, such person(s) shall be subject to legal action for damages, injunctive relief or any combination thereof, without limitation or election of remedies, which relief may be sought by one or more aggrieved Owners, or both. In any proceeding arising from an alleged failure to comply with this Declaration, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees as may be determined by the Court.

**Section 10. Vehicles and Personal Property.** No storage of unlicensed recreational vehicles shall be permitted, including without limitation, snowmobiles, boats, trailers, campers, golf carts and seasonal equipment. No motorbikes or motorcycles, snowmobiles or noisy vehicles shall be operated on any Lot other than to bring them to an enclosed point of storage. No vehicles shall be parked for repairs on driveways or private or public roadways. All vehicles must be licensed and insured.

**Section 11. Fences.** No fence, wall, hedge, shrub, or other object or growing thing that obstructs sight lines at elevations between 2 and 6 feet above any roadway shall be erected, planted or permitted in the vision triangle of corner lots. All other fences and/or walls shall be subject to the approval of the Architectural Control Committee.

**Section 12. Antenna.** Radio and television antennas must be located within the structure so as not to be visible from adjacent homes. No satellite dishes shall be permitted over 3 feet in diameter and must be approved by the Architectural Review Committee.

**Section 13. No Temporary Residence.** No auxiliary building or other structure of a temporary nature, including, without limitation, trailers, basements, garages or other outbuildings located on any Lot shall be used at any time as a Residence, either temporarily or permanently.

**Section 14. Clotheslines.** Clotheslines must be retractable and must be housed when not in use.

**Section 15. Exterior Lighting.** All exterior lighting must be shown on landscape or elevation plans and approved by the Architectural Review Committee. Flashing or brilliant lighting and lighting infringing on adjacent Lots shall not be permitted. Exterior lighting shall provide for illumination of exterior outlines, plant forms, entries and walks and should be concealed whenever possible. Exposed exterior lighting fixtures must conform in architectural form and scale to the

residence.

**Section 16. Yard Ornaments.** No yard ornaments shall be permitted without the prior approval of the Architectural Review Committee.

**Section 17. Newspaper Delivery Boxes and Mailboxes.** Newspaper delivery boxes shall be subject to the review of the Architectural Review Committee. Mailbox islands shall be used and maintained by the Association.

**Section 18. Storage/Accessory Buildings.** No storage/accessory buildings shall be permitted .

**Section 19. Refuse or Trash.** No outside incinerators, trash burners or garbage, ashes, refuse or receptacles to store such elements shall be located within the uncovered view of any Lot or placed so as to become a nuisance. Provision for storage and retention of trash in sanitary containers prior to disposal thereof must be contained in the Plans and Specifications. All such containers, if kept outside, must be in an enclosed area out of sightlines. It is not the intention of this section to prohibit the use of outdoor barbeques or fireplaces. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit the temporary storage of construction materials or refuse on a lot during the construction of improvements.

**Section 20. Subdivision of Lots.** No lot as originally platted shall be further subdivided without the prior written approval of the Architectural Review Committee.

**Section 21. Snow Removal.** Each individual Owner shall be responsible for the removal of snow on his or her sidewalks and driveways for snowfalls of 1" or less. The Association shall be responsible for the removal of snow on each Unit's sidewalks and driveways for snowfalls greater than 1".

#### **ARTICLE IV PARTY WALLS**

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the property, and, to the extent not inconsistent with the provisions of this Article, shall be subject to the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribute Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title, in an amount mutually agreed to or determined by arbitration pursuant to Section 6 of this Article, and upon docketing of judgment pursuant to the arbitrator's decision, judgment may be enforced as provided by law.

**Section 6. Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision shall be by a majority of all the arbitrators and shall be final and conclusive of the questions involved. The Owners shall share equally the cost of the arbitrators. If any Owner fails to appoint his or her arbitrator within ten (10) days after appointment of the last arbitrator to be appointed, the Owner or Owners who have appointed their arbitrators may appoint an arbitrator for each Owner who has so failed.

**Section 7. Reciprocal Easements.** The title of the Owner of each Lot shall be subject to an exclusive easement, which shall be appurtenant to and which shall run in favor of each adjoining Lot to which this Article shall apply, for the continuing existence, use and repair of the party wall or walls which are wholly or partially on such Owner's Lot and which are part of the original construction of the improvement upon each such adjoining Lot.

## **ARTICLE V ARCHITECTURAL CONTROL**

From and after the completion of construction on any Lot or Unit, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot or Unit, nor shall any exterior addition or change or alternation be made to any Living Unit until the plan and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, harmony of external design and location in relation to surrounding structures, finish grade elevation and topography by an architectural control committee composed of two (2) or more representatives appointed by the Declarant. In the event said architectural control committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this Article will be deemed to have been fully complied with. The prevailing party in an action brought by the Declarant to enforce this Article shall be entitled to recover from the other reasonable attorneys fees together with all necessary costs and disbursements incurred in connection herewith.

The Architectural Review Committee shall, in its discretion, have the right to grant variances from the terms and conditions of this Declaration of Covenants. No variance shall be granted until written notice has been given to all lot or unit owners by certified mail at least thirty (30) days prior to the granting of the variance. The Architectural Review committee shall consider any written objections to the variance. In the event a majority of the record owners of the Lots or Units object to the variance, the variance shall be denied.

**ARTICLE VI  
GENERAL PROVISION**

**Section 1. Enforcement.** Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except as provided herein to the contrary, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) of the Lot Owners, and thereafter by an instrument signed by not less than two-third (2/3) of the Lot Owners. Any amendment shall also require the consent of the holders of fifty-one percent (51%) of the first mortgagees of record.

**Section 4. Use Restrictions.**

- a. No Lot shall be used except for residential purposes, provided that Declarant shall be entitled to maintain model Living Units upon the Lots during the construction and sales period.
- b. No animals, birds or reptiles of any kinds shall be raised, bred or kept in any portion of the property except as allowed herein:
  - i. Each Living Unit may be occupied by no more than a total of two (2) animals, i.e., one dog and one declawed cat. No such dog or cat shall be kept, bred or maintained for any commercial purpose. The raising of coon hounds, pit bull terriers or Rottweiler or harboring the same upon such premises shall be prohibited, either as a pet or otherwise.
  - ii. No pets shall be allowed out of the Living Unit unless it is on a leash. No outside kennels are allowed.
  - iii. Damage caused by any pet to any part of the property shall be the full responsibility of the owner of the pet and that owner shall promptly pay all costs involved in restoring

such damaged portion of the property to the condition it was in prior to the time that such damage occurred.

- iv. Each pet owner shall be financially responsible for any personal injury or property damage caused by his or her pet.
  - v. Each pet owner shall be responsible for cleaning up after his or her pet at all places on the property.
  - vi. Each pet owner shall comply with all applicable provisions of any state, municipal or local law or ordinance regulating the ownership and maintenance of pets.
- c. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Section 5. Encroachment.** If any portion of a dwelling unit or any Lot shall actually encroach upon any other Lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Owner of the encroaching dwelling unit to the extent of such encroachment so long as the same still exist.

**Section 6. Notices.** Any notice required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the member as shown on the records of the St. Croix County Tax Lister at the time of such mailing.

**Section 7. Violation of Rights of Parties.** If any party violates any of the covenants, conditions or restrictions herein provided, it shall be lawful for any party or parties in interest in the above described lands to institute and prosecute proceedings at law or in equity against the parties violating, either to prevent said violation, to recover damages or to force compliance with a provision, including, but not limited to, obtaining a restraining order and a temporary and permanent injunction to immediately stop construction until the provisions herein are complied with.

## ARTICLE VII PROPERTY RIGHTS IN THE COMMON AREA

**Section 1. Easements in Favor of All Owners.** Subject to the provisions hereinafter contained, there shall exist the following easements in favor of each Owner of a Lot or Unit and appurtenant to such Owner's Lot or Unit over, across and upon the following:

a. A non-exclusive easement for ingress and egress to and from such Lot over and across designed pedestrian or vehicular passageways or access areas in the Common Area and to and from dedicated or public streets, highways or rights of way;

b. A non-exclusive easement to construct, maintain, install, repair and replace sanitary and storm sewer, water, gas electric telephone, cable telephone and other utility lines which may or may hereafter serve such Lot in the location as the same shall be initially constructed or installed by the Declarant, in locations designated by Declarant, or such other location as may be later approved by the Board of Directors of the Association;

c. An exclusive easement in favor of each Lot or Unit Owner to maintain any encroachment caused by fireplaces, roof overhangs, air conditioning equipment, flower boxes, decks, balconies or other appurtenances which are a part of the original construction of any Living Unit or which are altered or added pursuant to the provisions hereof; and

d. A non-exclusive easement for the use and enjoyment of those portions of the Common Area developed for open space, recreational or vehicular parking purposes.

**Section 2. Extent of Members' Easements.** The right and easement in favor of the Lots or Units and the Owners created hereby and the title of the Association to all Common Area, shall be subject to the following and as further provided herein;

a. The right of the Association, as provided in its Articles and Bylaws, to borrow monies for the purpose of improving, repairing and maintaining the Common Area, or any improvements thereon, and in aid thereof to mortgage said properties, provided that the rights or such mortgagee in said properties shall be subordinate to the rights of the members hereunder, and provided, further, that any requisite consent shall have been first obtained;

b. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

c. The right of the Association, as provided in its Bylaws, to suspend the voting and enjoyment rights of any member for any period during which any assessment remains unpaid; provided however, that nothing contained in this subparagraph (c) shall be deemed to deny an Owner access to and from his or her Lot or Unit;

d. The right of the Association, as provided in its Bylaws, and from time and time, to adopt reasonable regulations regarding the use and enjoyment of the Common Area;

e. The right of the Association so long as construction is occurring, and initial sales of lots or units are owning, to create easements upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining cable televisions, antenna systems, security and similar systems, walkways and all utilities, including, but not limited to, water, sewer, telephone, gas and electricity. The Board of Directors shall, upon written request of the Declarant, grant such easements as may be reasonably necessary for the

development of any part of the Property.

f. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility (including, without limitation, utilities furnishing gas, electricity, water, telephone or cable television) or to grant permits, licenses and easements over such Common Area for utilities, roads and other purposes reasonably necessary or useful for the property maintenance or operation of the Property, provided that, except as otherwise provided herein, no dedication or transfer of any portion of the Common Area, nor any easements, licenses, or permits over said common area, or with respect to any portion thereof of more than one hundred eighty (180) days duration, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication, transfer, grant, permit, license or easement, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. The consent requirements contained herein, if applicable, must also be satisfied with respect to any transaction of the nature therein described; and

g. Notwithstanding any provisions contained herein to the contrary, so long as construction and initial sale of Lots, Units and Living Units shall continue, it shall be expressly permissible for Declarant to maintain and carry upon portions of the Common Area or upon any Lot or Unit owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such residences or Lots, including, without limitations, vehicular ingress and egress, vehicular parking, material storage, and the maintenance of business offices, signs, model units, and sales offices and Declarant shall have an easement for access to such facilities; provided, however, that Declarant shall promptly restore any damage to the Common Area by reason of any construction incident to the foregoing. This Section may not be amended without the express written consent of the Declarant.

Nothing herein contained shall be construed as a dedication of any part of the Common Area to the public or to public use except insofar as public easements are set forth upon the Plat.

**Section 3. Delegation of Use.** Any Owner may delegate such Owner's property rights in the Common Area to his or her family and his or her tenants who reside on the Property, subject to all the provisions herein contained.

**Section 4. Taxes and Municipal Special Assessments on Common Area.** Real estate taxes and special assessments attributable to the Common Areas shall not be levied directly against the Common Areas, but shall instead be levied in equal amounts against each Lot or Unit, or in such other proportionate amounts as the governmental taxing authorities shall determine. All levies of real estate taxes and special assessments so levied shall be a lien against said individual Lots or Units. The Owner of each Lot or Unit, by acceptance and recording of the deed to such Lot or Unit, agrees and acknowledges that such equal or otherwise proportionate share of real estate taxes and special assessments attributable to the Common Areas shall be levied against the Owner's Lot or Unit. The City of River Falls, Wisconsin, is a third-party beneficiary of this provision. The provisions of this Section shall be perpetual, and may not be amended or altered in any way, and Common Areas may not be added or removed from the Property or altered in any

way, without the express written consent of the City, which may be withheld by the City in its sole discretion.

## **ARTICLE VIII EASEMENTS**

**Section 1. Additional Easements.** In addition to the easements, covenants, restrictions and conditions described elsewhere in this Declaration, all Living Units and Lots shall be subject to easements and covenants hereinafter specifically described for the benefit of the property or for the limited benefit of specified adjoining Lots or Units, all as more fully set forth in this Article.

**Section 2. Private Yard Area.** Except as otherwise provided herein, each Owner shall be entitled to the exclusive use and occupancy of the Private Yard Area in his or her Lot or Unit to the exclusion of all others; provided, however, the property generally, as well as all other Owners, shall be entitled to a visual easement over all Private Yard Areas, subject to and limited by the original structures erected thereon by the developer. No Owner shall erect or cause to be erected any structure of any sort upon his or her Lot or Unit, or plant any trees or shrubs prior to obtaining the written approval of the Architectural Control Committee.

**Section 3. Drainage and Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved on the Lots or Units as shown on the recorded plats that include the Subject Property. Within 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 of flow or drainage channels in the easements, or may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot or Unit and all improvements thereon shall be maintained continuously by the Owner of such Lot or Unit except for those improvements for which a public authority or utility company is responsible.

**Section 4. Priority.** The utility easements described hereinabove in Section 3, are and shall continue to be superior to the private yard easements designed hereinabove in Section 2; provided, however, in the event that it shall be necessary to install, repair or maintain any utility facilities crossing any Private Yard Area, such repairs and maintenance shall be undertaken so as to cause, to the extent practicable, minimal interference with the use of such areas, and any and all damage to the driveway, driveway apron surfaces, walkway or yard areas shall be repaired and the surface facility restored.

**Section 5. Easements Perpetual and Appurtenant.** The easements described herein shall be perpetual in duration and shall be appurtenant to the Lots or Units which are burdened and benefitted by such easements.



**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage executed by Spring Creek Estates, LLC, to the undersigned recorded in the office of the Register of Deeds of Pierce County, Wisconsin does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 6<sup>TH</sup> day of JUNE, 2006.

By: Stan Edwards  
Name: Stan Edwards  
Its: Vice President

By the signing of this document we hereby approve and ratify the Declaration of Covenants, Conditions, Restrictions and Easements for the Plat of Stone Brook Townhome Community and Stone Brook Condominium and agree to be bound by the terms and conditions of the same.

Halvorson Homes, Inc.

Cudd Brothers, Inc.

By: \_\_\_\_\_  
Chad Halvorson, its president

By: Douglas J. Cudd  
Doug Cudd, its President

**THIS INSTRUMENT WAS DRAFTED BY:**

Kristina Ogland  
Estreen & Ogland  
304 Locust Street  
Hudson, WI 54016

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage executed by Spring Creek Estates, LLC, to the undersigned recorded in the office of the Register of Deeds of Pierce County, Wisconsin does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this      day of      , 2006.

By:  
Name:  
Its:

By the signing of this document we hereby approve and ratify the Declaration of Covenants, Conditions, Restrictions and Easements for the Plat of Stone Brook Townhome Community and Stone Brook Condominium and agree to be bound by the terms and conditions of the same:

Halvorson Homes, Inc.

Cudd Brothers, Inc.

By:



Chad Halvorson, its president

By:

Doug Cudd, its \_\_\_\_\_

**THIS INSTRUMENT WAS DRAFTED BY:**

Kristina Ogland  
Estreen & Ogland  
304 Locust Street  
Hudson, WI 54016

**EXHIBIT A**

**Stone Brook Townhome Community**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, Stone Brook Townhome Community  
in the City of River Falls, Pierce County, Wisconsin

**EXHIBIT B**  
**Stone Book Condominium**

Lots 20, 21, 22, 23 and Outlot 1 of the Plat of Stone Brook Townhome Community, City of River Falls,  
Pierce County, Wisconsin.

**EXHIBIT C**  
**EXPANSION LEGAL DESCRIPTION**

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THAT PART OF OUTLOT 2 OF SAID STONE BROOK TOWNHOME COMMUNITY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 2; THENCE S79°26'49"W A DISTANCE OF 98.00 FEET; THENCE S10°33'11"E A DISTANCE OF 22.00 FEET; THENCE S79°26'49"W A DISTANCE OF 15.00 FEET; THENCE S10°33'11"E A DISTANCE OF 30.83 FEET; THENCE S79°26'49"W A DISTANCE OF 47.92 FEET; THENCE N11°02'03"W A DISTANCE OF 75.00 FEET; THENCE N56°02'03"W A DISTANCE OF 15.56 FEET; THENCE S78°57'57"W A DISTANCE OF 155.97 FEET; THENCE S11°02'03"E A DISTANCE OF 97.00 FEET; THENCE N78°57'57"E A DISTANCE OF 24.64 FEET; THENCE S11°02'03"E A DISTANCE OF 44.00 FEET; THENCE S78°57'57"W A DISTANCE OF 15.00 FEET; THENCE S33°57'57"W A DISTANCE OF 19.09; THENCE S11°02'03"E A DISTANCE OF 70.00; THENCE S56°02'03"E A DISTANCE OF 19.09 FEET; THENCE N78°57'57"E A DISTANCE OF 30.00 FEET; THENCE S05°37'28"E A DISTANCE OF 87.36 FEET; THENCE S15°14'48"W A DISTANCE OF 45.58 FEET; THENCE N74°45'12"W A DISTANCE OF 50.00 FEET; THENCE S60°14'48"W A DISTANCE OF 13.66 FEET; THENCE S15°14'48"W A DISTANCE OF 33.71; THENCE N74°45'12"W A DISTANCE OF 49.12 FEET; THENCE S15°51'01"W A DISTANCE OF 43.41 FEET; THENCE S14°02'36"W A DISTANCE OF 43.44 FEET; THENCE S12°14'12"W A DISTANCE OF 43.40 FEET; THENCE S10°25'52"W A DISTANCE OF 43.39 FEET; THENCE S08°37'32"W A DISTANCE OF 43.40 FEET; THENCE S06°59'48"W A DISTANCE OF 34.88 FEET; THENCE S36°36'24"W A DISTANCE OF 18.18 FEET; N85°28'23"W A DISTANCE OF 80.74 FEET TO THE WESTERLY RIGHT-OF-WAY OF GREENWOOD VALLEY DRIVE BEING A POINT ON A 1467.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, WITH A CENTRAL ANGLE THAT MEASURES 02°04'13", A CHORD THAT BEARS S04°31'37.5"W AND MEASURES 53.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY A DISTANCE OF 53.00 FEET TO THE POINT OF TANGENCY; THENCE S85°28'23"E A DISTANCE OF 80.74 FEET; THENCE S27°33'09"E A DISTANCE OF 18.18 FEET; THENCE S02°11'04"W A DISTANCE OF 28.77 FEET; THENCE S00°33'20"W A DISTANCE OF 49.52 FEET; THENCE N89°31'31"E A DISTANCE OF 16.41 FEET; THENCE S64°52'59"E A DISTANCE OF 24.92 FEET; THENCE N25°07'01"E A DISTANCE OF 94.00 FEET; THENCE S64°52'59"E A DISTANCE OF 225.00 FEET; THENCE S25°07'01"W A DISTANCE OF 94.00 FEET; THENCE S41°55'13"E A DISTANCE OF 28.73 FEET; THENCE N89°55'35"E A DISTANCE OF 223.50 FEET; THENCE S00°04'25"E A DISTANCE OF 69.66 FEET; THENCE S28°48'44"W A DISTANCE OF 33.91 FEET TO THE BEGINNING OF A 133.50 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, WITH A CENTRAL ANGLE THAT MEASURES 12°54'16", A CHORD THAT BEARS S62°03'20"E AND MEASURES 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.07 FEET; THENCE N28°48'44"E A DISTANCE OF 43.66 FEET; THENCE N49°25'45"E A DISTANCE OF 159.10 FEET TO THE WESTERLY RIGHT-OF-WAY OF S.T.H. "29"; THENCE ALONG SAID RIGHT-OF-WAY N14°03'43"W A DISTANCE OF 83.07 FEET TO THE POINT OF CURVATURE OF A 4633.66 FOOT RADIUS CURVE, CONCAVE EASTERLY, WITH A CENTRAL ANGLE THAT MEASURES 07°45'50", A CHORD THAT BEARS N14°13'58"W AND MEASURES 627.41 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE A DISTANCE OF 627.89 FEET TO THE POINT OF TANGENCY; THENCE N10°33'11"W A DISTANCE OF 221.19 FEET TO THE POINT OF BEGINNING. CONTAINING 8.953 ACRES.