

233924

435 PAGE 117

**ALMA HILLS OWNERS' ASSOCIATION DECLARATION,
PROVISIONS, RULES & UTILITY EASEMENT**

This Declaration, made this 28th day of November, 2007, by
Secluded Land Company II, a Wisconsin Limited Liability Company
(hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Secluded Land Company II, LLC is the Owner of
Real Property legally described as follows:

See attached Exhibit A.

Said real property owned by Secluded Land Company II, LLC, shall
hereinafter be referred to as the "Property".

WHEREAS, Declarant desires to preserve the natural beauty of the Property, to ensure the most
appropriate development and improvement of the Property, to provide for the maintenance of certain roads
located within certain easement areas, to provide for the installation and maintenance of all stormwater
management and erosion control features associated with roadway construction and maintenance, if any, to
provide for installation of public utilities located or to be located within the Property and to this end desires
to subject aforesaid Property to the provisions and rules as hereinafter set forth.

NOW THEREFORE, Declarant does hereby give notice to all future purchasers, their successors
and/or assigns of any portion of the Property hereinbefore described and whosoever it may concern that the
Property is subject to the following provisions and rules which will inure to the benefit of and pass with the
Property, and any portion thereof, and shall apply to and bind each successor in interest, and any owner

REGISTER OF DEEDS
BUFFALO COUNTY, WI

Received for Record the 4
Day of Dec. A.D. 2007 at
4:30 o'clock P.M. and recorded in

Vol. 435 of Records Page 117

John J. Carother
Register

2900 Pl.

Return To:

Secluded Land Company II, LLC
P.O. Box 10
DeSoto, WI 54624

201-00458-0000; 201-00462-0000
and 201-00461-0000

Parcel Identification Numbers

233924

435 PAGE 118

thereof. Additional adjacent land, which shall also be subject to the terms hereof, may be added to the Property by Declarant in its sole discretion.

SECTION I: PURPOSE AND MEMBERSHIP

The Alma Hills Owners' Association (hereinafter the "Association") is organized for the use and enjoyment of all persons owning lands within the Property and for maintaining, preserving, supervising, and regulating use of:

- A) Those certain roadways identified as Outlot 1 (hereinafter "easement areas");
- B) Maintain the full roadway width of 22 feet throughout the winter season to allow access to all emergency vehicles;
- C) All stormwater management and erosion control features associated with roadway construction and maintenance, if any, located anywhere on the Property; and
- D) Each lot as described on attached Exhibit A.

Declarant also reserves the right to convey additional utility easements within the Property described on Exhibit A as required in Declarants' sole discretion.

Any party or group of parties with an ownership interest in a particular parcel of land located within the Property is automatically a member of the Association; but each separate parcel of land shall be entitled to one, and only one, vote in the Association. Each member shall be responsible for ensuring that his or her guests or invitees are aware of and abide by the terms of this Declaration. Declarant reserves the right, but shall have no obligation to improve the easement areas to city road or county road standards and to convey all or a portion of the easement areas to the City of Alma or Buffalo County for use as a public road and for public maintenance thereof.

SECTION II: GRANT OF EASEMENT

Declarant does hereby reserve unto itself and does hereby grant to the Association and to each member of the Association and his or her successors and assigns non-exclusive rights of ingress and egress over the easement areas described in SECTION I herein. The Association may in its sole discretion restrict

233924

435 09/25 119

the use of particular portions of the easement areas when safety requires.

Declarant reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all rights-of-way, roads and walkways now or hereafter located in the Property for the purposes of:

- A) ingress to and egress from all or any portion of the Property, or adjacent lands owned by the Declarant, and any other land in the vicinity of the Property, including lands now owned or lands hereafter acquired by the Declarant; and
- B) complying with any governmental regulation, or installing and servicing the roads and utilities, or for any legitimate purpose.

SECTION III: ANNUAL MEETING

Each calendar year during the month of September the Association shall hold an annual meeting, at a location within the State of Wisconsin or such other location, date and time as determined and announced by the chairperson at least fifteen (15) days in advance, by written notice to all members. Parties sharing an ownership interest in one parcel of land shall only be entitled to one written notice, addressed to their designated spokesperson. At the annual meeting, the following shall be discussed:

- A) Immediate maintenance needs for the easement areas and all stormwater management and erosion control features associated with roadway construction and maintenance, if any;
- B) Problems with use, access, condition, etc. presently existing;
- C) Appropriate fees to be levied and collected;
- D) Election by majority vote of members attending of a Chairperson and Secretary/Treasurer for the period ending with the next annual meeting;
- E) Such other relevant business may be discussed or proposed, including any necessary rules or regulations.

SECTION IV: BUDGET AND FEES

Pursuant to the foregoing SECTION III, the Association shall have the power to determine by majority vote of members attending the annual meeting, a budget and to determine appropriate fees to levy and collect as and for anticipated maintenance and care expenses of the easement areas. Owners of all Lots

233924

435 P. 120

shall be responsible for and contribute to an account for the maintenance and care expenses of the subject easement areas. The initial annual fee is \$100.00 per year per lot. The entire \$100.00 initial annual fee is not prorated and is due at the time a party purchases an interest in the Property.

Each and every budget shall require the approval of a majority of the members attending the annual meeting. If a majority is unable to agree on a budget, then the highest total budget and levy previously agreed on by a majority shall become effective. The voting rights of a member shall be suspended as to any Lot(s) said member may own for any period during which any assessment described herein, including interest and late fees, remains unpaid for said Lot(s).

SECTION V: DUTIES OF CHAIRPERSON

The Chairperson must be a member, and preside over the annual meeting. The Chairperson shall be responsible for evaluating and implementing all care and maintenance activities, and shall be responsible for the day-to-day care and maintenance of the easement areas described in SECTION I above.

Decisions and expenditures consistent with the budget and directives agreed upon at the annual meeting shall be made by the Chairperson with or without notice. An annual accounting, in writing, shall be provided to all members of the Association by the Chairperson at least fifteen (15) days in advance of the annual meeting. Extraordinary and non-budgeted expenditures may be made only with the approval of the majority of the members. Emergency needs shall be dealt with reasonably, in the Chairperson's discretion. The Chairperson shall cause LOAD LIMITS to be posted on the easement areas as needed following the limits and time schedule used by the local unit of government. The Declarant will act as interim Chairperson until at least two-thirds of the parcels in the Property are sold.

SECTION VI: DUTIES OF THE SECRETARY/TREASURER

The Secretary/Treasurer must be a member of the Association, and shall serve from election until the next annual meeting. The Secretary/Treasurer shall keep and maintain notes, minutes of meetings, and all Association records. The Secretary/Treasurer shall levy and collect all fees, maintain an Association

233924

435 121

account, and prepare and send notices as directed by the Chairperson. Actual expenditures shall be made only by the Chairperson.

SECTION VII: INDEMNIFICATION OF ASSOCIATION OFFICERS

Each member, his or her heirs, administrators, successors and assigns, in consideration of each Association officer's services required herein, hereby releases and discharges each and every officer of the Association, his or her heirs, administrators, successors and/or assigns from all claims, demands, actions and causes of action of any sort, for any and all damages caused by said Association officer in the reasonable good faith performance of his or her duties under this Declaration.

SECTION VIII: LEVY AND COLLECTION OF FEES

The total annual budget amount approved shall be collected by pro-rata levy upon all members. For each separate lot a pro-rata fraction, in this case 1/37, of the amount of the total budget shall be levied; however, upon approval of a majority of the members the pro-rata fraction of the total budget paid by each member may be adjusted to reflect a particular member's extraordinary use and/or abuse of the easement areas and any stormwater management and erosion control features associated with roadway construction and maintenance, if any, described in SECTION I above. All approved fees levied shall be paid in full to Secretary/Treasurer on or before November 15 of each calendar year. Any fees not paid within thirty (30) days after the due date shall accrue interest from the due date at the rate of twelve per cent (12%) per annum. Any unpaid fees may be collected by legal action, in the name of the Association, upon approval of a majority of members, and unpaid fees shall constitute a lien upon the property for which fees are delinquent. A decision to discontinue the maintenance of the above-described easement areas shall occur only upon a unanimous vote of all members of the Association, unless Declarant has previously conveyed all or a portion of the easement areas to the City of Alma or Buffalo County for use a public road and for public maintenance thereof.

233924

435 122

SECTION IX: RESTRICTIVE COVENANTS, ASSIGNMENT AND SUCCESSION

The terms, covenants, conditions and restrictions of this Declaration constitute a restrictive covenant running with the land, along with any other rules and regulations approved by the Association. Upon conveyance or transfer of an ownership interest in a particular parcel of land, the membership duties and obligations arising hereunder shall automatically be conveyed, transferred and assigned to the new owner(s), who shall automatically succeed to the duties arising hereunder.

Declarant hereby gives notice to all purchasers, and their successors, of any portion of the Property and whosoever it may concern that the Property is subject to the covenants, conditions and restrictions on the attached Exhibit B which are for the benefit of and pass with the Property, and each and every parcel thereof, and shall apply to and bind each successor in interest and any owner thereof.

SECTION X: AUTOMATIC RENEWAL

If for any reason an Annual Meeting is not held in a given year, then the previous year's budget and terms of officers shall automatically be renewed and continued for another year. In addition to previous year's budget being continued, the previous year's maintenance schedule will also be continued.

SECTION XI: AMENDMENT

This Declaration may be amended as follows:

- A) Such amendment shall be in writing, and
- B) It shall be signed by the owners of not less than a two-thirds majority of the lots included in this Association, and
- C) The amendment shall be recorded at the Buffalo County Register of Deeds Office, and
- D) Notwithstanding the foregoing SECTION XI, Paragraphs A), B), and C), Declarant does hereby reserve the right, in its sole discretion to amend this Declaration for period of ten years from the date of this Declaration.
- E) Notwithstanding the foregoing Section XI, Paragraphs A), B), C), and D), the text of any proposed Amendment must first be submitted in writing by certified mail, return receipt requested to: Alma City Clerk, 314 Main Street N., P.O. Box 277, Alma WI 54610, for review and comment, In the event the City Clerk does not disapprove in writing any submitted proposed Amendment within thirty (30) days of its receipt of any submitted proposed

233924

435

123

Amendment, said Amendment shall be deemed non-objectionable.

SECTION XII: LIABILITY FOR INJURIES ON COMMON AREAS

During the period this Association is in existence in consideration of the Association's providing maintenance services, each member, his or her heirs, administrators, successors and/or assigns, does hereby release and discharge each and every other member of the Association, their heirs, administrators, successors and/or assigns from all claims, demands, actions and causes of action of any sort, for all personal injuries or property damage to themselves, their invitees that are caused by conditions of the easement areas described in SECTION I above created by the Association in performance of its responsibilities under this Declaration.

SECTION XIII: INDIVIDUAL LIABILITY FOR PRIVATE ROADWAY AREA DAMAGES

The Association shall hold landowners individually responsible for damages caused by the landowners or their agents through improper or negligent use of the easement areas described in SECTION I above. Damages may be collected by special assessment and if unpaid, shall become a lien upon the property subject to foreclosure.

SECTION XIV: REASONABLE CONSTRUCTION

All provisions of the Declaration shall be reasonably construed so as to effectuate the intent and purposes of the Association; and this Declaration shall be binding upon the heirs, administrators, successors and assigns of all members.

233924

435

125

LEGAL DESCRIPTION

Lots 1-30 (inclusive) and 32-37 (inclusive) of the Plat of Alma Hills recorded at the Office of the Buffalo County Recorder on November 21, 2007 in Volume 2 Plats on Page 65 as Document No. 233798. Said plat being located in the NE $\frac{1}{4}$ - NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ - NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ - NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ - NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ - SE $\frac{1}{4}$ and in Government Lot 7, Section 13, T21N, R13W, City of Alma, Buffalo County, Wisconsin. Subject to all restrictions, reservations, conditions and easements of record. Subject to all existing road and utility easements, whether of record or not. Along with and subject to all easements as shown on the above-referenced Buffalo County Plat. Along with and subject to all reservations for easements, building setback lines, notes and restrictions as shown on the above-referenced plat.

Lot 38 of the Buffalo County Certified Survey Map No. 3CSM161 recorded at the Office of the Buffalo County Recorder on November 21, 2007 in Volume 3 CSM on Page 161 as Document No. 233799. Said Certified Survey Map being located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 13, T21N, R13W, City of Alma, Buffalo County, Wisconsin. Also being Lot 31 of Alma Hills Subdivisions. Subject to all restrictions, reservations, conditions and easements of record. Subject to all existing road and utility easements, whether of record or not. Along with and subject to all easements as shown on the above-referenced Buffalo County Certified Survey Map.

233924

435

126

PROTECTIVE COVENANTS

1. No "single-wide" manufactured homes, mobile homes or buses shall be placed upon the property herein conveyed. Single-wide manufactured homes and mobile homes include any and all such trailers or structures having had wheels and/or axles attached at any time, whether placed on a foundation or not.
2. Unregistered or abandoned vehicles, trash, or junk may not remain on the property.
3. No tar paper siding or tar shingle siding is allowed on any structure placed on the property.
4. All structures erected on the property shall be promptly and expeditiously completed on their exterior, including paint or stain, on any exterior surface above the foundation within six months after construction is commenced.
5. The residential structure(s) erected on the property must have a minimum of 1,200 square feet of living space.
6. Should any improvements on the property be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed or restored to a neat exterior appearance in line with the building requirements above set forth.
7. Lots less than 10 acres in size are restricted against commercial timbering, unless the same party owns adjoining lots totaling 10 acres or more. Any commercial harvesting of timber must be consistent with an approved Wisconsin Department of Natural Resources forestry plan.
8. The property is restricted against commercialization.
9. During the time in which Secluded Land Company II, LLC is selling lots in this subdivision no advertising signs of any nature, including "For Sale" signs may be placed on the property except by Secluded Land Company II, LLC.
10. Any of these protective covenants may be superseded by previously recorded restrictive covenants, and/or by more restrictive government regulations.
11. Any of these protective covenants may be amended, subject to all of the following: a) Such amendment shall be in writing; b) The amendment must be approved in writing by the owners of a two-thirds majority of the parcels in the subdivision ("the subdivision" is defined as Lots 1-30 and 32-37 of the plat of Alma Hills recorded November 21, 2007 at the Buffalo County Recorder's Office in Vol. 2 Plats Page 65 as Doc. No. 233798 and Lot 38 of Buffalo County C.S.M. 3CSM161 recorded November 21, 2007 recorded at the Buffalo County Recorder's Office in Vol. 3 of CSM of Page 161 as Doc. No. 233799); and c) The amendment shall be recorded.
12. These protective covenants shall run with the land.
13. Each lot owner in the subdivision has standing to sue for enforcement of any of these protective covenants.
14. In the event any portion of any of these protective covenants is judicially deemed invalid then the remaining portion of said protective covenants shall remain in full force and effect.

PC-2H AH

Exhibit B

(D) K2625ek

10