

BY-LAWS U 2504P 899
DECLARATION OF PROTECTIVE
COVENANTS AND HOMEOWN ASSOCIATION

753540

39

Document Number

Document Title

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

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COVENANTS
EXEMPT #

REC FEE: 39.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 15

LOTS 133-142
SOMERSET MEADOWS 1ST Addition

Recording Area

Name and Return Address

KRONGARD CONSTRUCTION CO
14791 60TH ST NO
STILLWATER MN 55082

- #LOT
- #133 - 1814093-00133
Parcel Identification Number (PIN)
- #134 - 1814093-00134
- #135 - 1814093-00135
- #136 - 1814093-00136
- #137 - 1814093-00137
- #138 - 181-4093-00138
- #139 - 181-4093-00139
- #140 - 181-4093-00140
- #141 - 181-4093-00141
- #142 181 4093-142

DRAFTED BY : JOHN JKIRUNGARD

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: Do not use this form for organizing a for-profit business corporation. Use Form 2)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Somerset Meadows Property Owners Association, Inc.

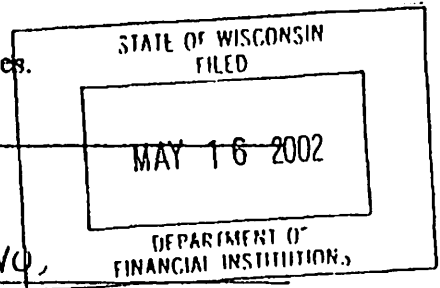
Article 1. Name of the corporation: _____

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: John J. Krongard

Article 4. Street address of the initial registered office: (The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.)

14791 60TH ST NO,
STILLWATER MN 55082



Article 5. Mailing address of the initial principal office:

14791 60TH ST. NO,
STILLWATER MN 55082

Article 6. (Select and mark (X) one of the statements below)

The corporation will have members. OR The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

FINANCIAL INSTITUTIONS
STATE OF WISCONSIN
2002 MAY 10 AM 8:09

FILING FEE - \$35.00 SEE instructions, suggestions, and procedures on following pages.

DFI/CORP/102(R2/01) Use of this form is voluntary.

WI - DFI CORP
FILE ID# →

S061456

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

Article 9. Name and complete address of each incorporator:

John J. Krongard
14791 60TH ST No
STILLWATER MN. 55082


Incorporator's signature

Incorporator's signature

This document was drafted by Robert F Wall
(Name the individual who drafted the document)

◆ OPTIONAL - Second choice corporate name if first choice is not available:

SMPOA, Inc.

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE** of \$35.00, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. This document can be made available in alternate formats upon request to qualifying individuals with disabilities. Upon filing, the information in this document becomes public and might be used for purposes other than that for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TDY. The preprinted text of this form does not represent every option available under law. Refer to Ch. 181 of the Wisconsin Statutes for additional information.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.



ARTICLES OF INCORPORATION
Nonstock Corporation

+ Robert F Wall
522 Second Street
Hudson, WI 54016

+
◆ Your name, return address and phone number during the day: (715) 386-5881

INSTRUCTIONS (Continued)

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin. P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. (NOTE: Corporations expecting to apply to Internal Revenue Service for federal TAX-EXEMPT STATUS are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. At least one incorporator is required to sign the document, although all incorporators may sign.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

BY-LAWS OF

SOMERSET MEADOWS PROPERTY OWNERS ASSOCIATION, INC.

Somerset Meadows Property Owners Association, Inc. shall be governed by the Declaration of Protective Covenants and Homeowner's Association as well as the following By-Laws:

1. FORM. Somerset Meadows Property Owners Association, Inc., shall be a non-profit corporation which shall be hereafter called "The Association".

2. MEMBERSHIP AND VOTING RIGHTS. Each owner at the time of purchase of one of Lots s133 through 142 in Somerset Meadows First Addition, Village of Somerset, St. Croix County, Wisconsin, shall become a member of THE ASSOCIATION. There shall be ten (10) memberships with the owner or owners of each lot having but one vote for each lot owned. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the association owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the owner or one of the group composed of all of the owners of a lot, or may be some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to THE ASSOCIATION, and shall be revocable at any time by actual notice to the Board of Directors of the death or judicially declared incompetence of any designator, or by written notice to the Board of Directors of THE ASSOCIATION by the owner or owners. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy.

3. CUMULATIVE VOTING. In all matters wherein the unit owners vote on any issue, each voting member shall be entitled to a vote on a cumulative voting basis.

4. ANNUAL MEETINGS. The initial meeting of the voting members shall be held upon ten days written notice given by St. Croix Land Co., Inc., but not later than one year from the date of the recording of these By-Laws. St. Croix Land Co., Inc. shall have one vote for each lot which has already been constructed which it still owns and one vote for each of the lots where a building has not yet been completed but which has already been subjected to the declaration at the time of the first annual meeting.

5. SPECIAL MEETINGS. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration of Protective Covenants and Homeowner's Association, the By-Laws or any other matter, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by a majority of the Board of Directors of THE ASSOCIATION, or by the voting members having one-fourth of the total votes, and delivered not less than ten days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

6. NOTICE OF MEETING. The notice of meeting required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board of Directors for the purpose of serving of such notice.

7. PLACE OF MEETING. Meetings of the voting members shall be held at the property or at such other place in St. Croix County, Wisconsin or Stillwater, Minnesota, as may be designated in the notice of meeting.

8. QUORUM, MAJORITY VOTE. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

9. ADJOURNMENT OF MEETING. If any meeting of the voting members cannot be held because a quorum has not attended, a majority of the voting members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time for a period not exceeding seven days in any one case.

10. NUMBER AND QUALIFICATIONS OF BOARD OF DIRECTORS. The administration and direction of the property shall be vested in the Board of Directors (hereinafter sometimes called the "Board") consisting of three persons who shall be elected in the manner hereinafter provided. Each member of the Board of Directors shall be one of the owners or a spouse of an owner; provided, however, that in the event an owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of

such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board of Directors.

11. POWERS OF THE BOARD OF DIRECTORS. Administration of THE ASSOCIATION is the responsibility of the Board of Directors. The Board of Directors shall have the power and authority to do all things necessary to administer said association, including the specific duties hereafter set forth. Nothing herein, however, shall diminish the power of the voting members to direct or overturn the decision of the Board of Directors. Administration of THE ASSOCIATION may be delegated to a managing agent.

12. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors for the benefit of all of the owners shall acquire and pay for, out of maintenance hereafter provided for, the following:

(a) Property Insurance. A policy or policies of insurance insuring the buildings and facilities against loss or damage by the perils of fires, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the common elements and facilities and the buildings written in the name of, and the proceeds thereof shall be payable to THE ASSOCIATION. Said policy or policies shall provide for separate protection for each lot and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof, and a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any. Prior to obtaining any such policy or policies of insurance or any renewal thereof, the Board of Directors may obtain appraisals from a qualified appraiser for the purpose of determining the full replacement value of the building or facilities for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses.

(b) Liability Insurance. Comprehensive public liability and property damage insurance in such limits as the Board of Directors shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the DECLARANT from any liability in connection with the common elements and facilities or the streets or sidewalks adjoining the property. Such insurance coverage shall also cover cross liability claims of one insured against another.

(c) Workmen's Compensation Insurance. Workmen's compensation insurance as

may be necessary to comply with applicable laws and such other forms of insurance as the Board of Directors in its judgment shall elect to effect.

(d) Employees. The services of any person or firm employed by the Board of Directors.

(e) Maintenance of Elements and Facilities. Maintenance, repair, replacement and operation of the sprinkling system, grass mowing and lawn maintenance, and snow removal on these lots is the responsibility of THE ASSOCIATION to be managed by the Board of Directors. The costs associated with these responsibilities shall be divided equally among the owners of the ten lots.

(f) Maintenance of Property. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class building project or for the enforcement of these restrictions.

(g) Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board of Directors constitute a lien against the property or against the common elements and facilities, rather than merely against the interests therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board of Directors by reason of said lien or liens shall be specially assessed to said owners.

(h) Maintenance of Individual Buildings. Maintenance and repair of any building is the responsibility of the lot owner upon which the building is located, except as provided in the Declaration of Protective Covenants and Homeowner's Association or the Bylaws.

(i) Limitation. The Board of Director's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements

as permitted without in each case the prior approval of the voting members holding two-thirds of the total votes.

(j) Execution of Contracts. All agreements, contracts, deeds, leases, and vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board of Directors in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board of Directors, such documents shall be signed by the Treasurer and countersigned by the President of the Board of Directors.

(k) Rules and Regulations. The Board of Directors, at the direction of the voting members having two-thirds of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the property, and for the health, comfort, safety, and general welfare of the owners and occupants of the property. Written notice of such rules and regulations shall be given to all owners and occupants and the entire property shall at all times be maintained subject to such rules and regulations.

(l) Concessions. The Board of Directors, by vote of at least two-thirds of the persons on the Board, shall have the authority to lease or to grant licenses or concessions with respect to any part of the common elements and facilities, subject to the terms of this Declaration. Nothing hereinabove contained shall be construed to give the Board of Directors authority to conduct an active business for profit on behalf of the owners or any of them.

13. ELECTION. The Board of Directors shall elect at its organization meeting each year from among its members as provided herein, a President, a Vice President, a Secretary, a Treasurer, and such additional officers as the Board of Directors shall see fit to elect. A director may hold more than one office.

14. REMOVALS. Any member of the Board of Directors may be removed from office by an affirmative vote of the voting members having at least two-thirds of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a member of the Board of Directors removed may be elected by the voting members at the same meeting or at any subsequent meeting called for that purpose.

15. REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, a successor may be elected at any regular meeting of the Board, at any special meeting of the Board called for such purpose.

16. VACANCIES. Vacancies in the Board of Directors shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.

17. PRESIDENT. The president shall be the chief executive officer. He shall preside over the meetings of the Board of Directors and of the owners. In general, he shall have all the powers and duties incident to the office of President, including, but not limited to, the power to appoint committees from among the owners any committee which he decides is appropriate to assist in the direction and administration of the property.

18. VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

19. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the owners. In general, he shall perform all the duties incident to the office of Secretary.

20. TREASURER. The Treasurer shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of THE ASSOCIATION, or the managing agent, and such depositories as may from time to time be designated by the Board of Directors. In general, he shall perform all the duties incident to the office of Treasurer.

21. COMPENSATION OF OFFICERS. Officers shall receive no compensation for their services, unless expressly allowed by THE ASSOCIATION.

22. MANAGING AGENT. THE ASSOCIATION, acting through the Board of Directors, may delegate all or any portion of its authority to manage the property and to provide

for reasonable compensation of such manager or managing agent. The initial management contract is between DECLARANT and Krongard Construction Co. This contract is on a month to month basis and may be canceled, renewed or renegotiated by the Board after DECLARANT turns control of THE ASSOCIATION over to the owners as provided in the Declaration of Condominium.

23. MINUTES. The Board of Directors shall keep minutes of its proceedings.

24. AMENDMENTS. These By-Laws may be amended at any time, by a vote of 8 of the unit's owners, but no amendment shall be inconsistent with the provisions of Wisconsin Statutes, and no amendment adopted by fewer than 100% of the owners shall be inconsistent with any provision of the Declaration which can only be amended with the approval of no fewer than 100% owners.

Return to: Robert F. Wall
522 Second Street
Hudson WI 54016

PIN # _____

Declaration of Protective Covenants and Homeowner's Association

St. Croix Land Co., Inc., hereinafter referred to as "Declarant", the sole owner of **Lots 133 through 142, Somerset Meadows First Addition in the Village of Somerset, St. Croix County, Wisconsin** (hereafter the "Property"), hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of said property and which shall run with said property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner of the Property. These covenants shall be binding for a period of thirty (30) years from the date hereof and shall automatically be extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots affected hereby, agree to change these covenants in whole or in part.

Building requirements and restrictions

These lots are zoned R2 by the Village of Somerset. Declarant has constructed five buildings, each building consisting of two living units. Each building straddles the property line such that there is no lot-line set back on the side of the lot where the building overlaps the property line. Each living unit is located on one side of the lot line. Each building straddles the dividing lot-line between lots 133 and 134; one straddles the lot-line between lots 135 and 136; another between lots 137 and 138; another between lots 139 and 140; and the last between lots 141 and 142.

Homeowner's Association

Declarant has installed a lawn-sprinkling system that waters the lawn all of the lots (133-142). In order to pay for future maintenance and repair to the lawn sprinkling system, to pay for the water used to operate the system, to pay for grass mowing and lawn maintenance, and to pay for snow removal from the Property, Declarant has formed a non-profit homeowner's association, called **Somerset Meadows Property Owners Association, Inc.** ("Homeowners Association"). Every owner of a lot in the Property shall be a member of the Homeowners Association. There

shall be ten (10) memberships, one for each lot in the Property. Each membership, regardless of the number of owners of a lot, shall have a single vote. There shall be one person with respect to each lot who shall be entitled to vote at any meeting of the Homeowners Association. Such person shall be known as a "voting member". Such voting member may be the owner or one of the group composed of all of the owners of a lot, or may be some person designated by such owner or owners to act as proxy on his/her or their behalf and who need not be an owner. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy.

The Homeowners Association shall have authority to assess lot owners in the Property for the cost and expense necessary to maintain, repair, and operate the sprinkling system, grass mowing and lawn maintenance, and snow removal. In addition, the Homeowners Association may insure all of the buildings (but not the contents) for the purpose of assuring that all owners have insurance on their portion of the buildings. This will insure that all owner's buildings are insured and that adjoining owner's buildings attached to otherwise uninsured owner's portions of the building are not adversely affected in the event of an insured loss. The Homeowners Association will not obtain and pay for, and assess back to the members, insurance on all of the buildings on the Property only if seven of the ten owners elect, at a properly called meeting of the Homeowners Association, vote to obtain separate insurance.

Assessment Lien

The dues of the Homeowners Association shall constitute a lien against each lot in the Property. The lien may be enforced against a defaulting owner. An owner who is in default in payment of dues or assessments shall lose the right to vote on Homeowners Association matters.

Restrictions

Declarant does hereby imposes on all of said parcels in the Property Covenants to run with the land, the following restrictions:

- (a) Each lot and the building located on it shall be used for residential purposes only.
- (b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Homeowners Association. The right is reserved by the Declarant or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied units, and on any part of the common elements and facilities, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such

signs on any unit owned by such mortgagee. Declarant shall have the right to use any unsold building for sales or display purposes.

(c) Each lot owner shall be obligated to maintain and keep his own lot and building, except as provided herein, good, clean order and repair. No lot owner shall do any work that jeopardizes the soundness or safety of the Property, reduces the value thereof, or impairs any easement or hereditament without first obtaining consent of the Homeowners Association.

(d) Nothing shall be done or kept in any lot or building which will increase the rate of insurance on the building, or contents thereof, applicable or residential use, without the prior written consent of the Homeowners Association. No lot or building owner shall permit anything to be done or kept in his/her or their building which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas or facilities.

(e) Lot and building owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Homeowners Association.

(f) No noxious or offensive activity shall be carried on in any unit or in the Property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other lot owners or occupants.

(g) Nothing shall be done in any unit or in, on or to the lots or any building or facilities which will impair the structural integrity of a building or which would structurally change the building except as otherwise provided herein.

(h) No fencing shall be erected except with permission of the Homeowners Association and then in such manner and form as is uniform and consistent for all lots in the Property and with approval of the Homeowners Association.

(i) The Homeowners Association may by unanimous consent may impose such additional restrictions and covenants as they may deem advisable.

Enforcement

The provisions hereof may be enforced against violation by the Homeowners' Association or by any aggrieved owner of record of fee title to any part of the Property by injunction, action for damages or other appropriate legal or equitable remedy. It shall be the duty of every owner to pay his proportionate share of any expenses incurred by the Homeowners Association or a suing and successful owner in the enforcement of these covenants, including attorneys' fees and court costs. The Homeowners Association shall bill each owner for his/his or their proportionate share

