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BETH PABST

REGISTER OF DEEDS

ST. CROIX CO., WI

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EXEMPT #:

REC FEE 30.00

PAGES: 11

**Return address:**

Willow River Bluffs

P.O. Box 445

1505 Hwy 65

New Richmond, WI 54017

Parcel ID Number(s)

261-1303-02-050

**DECLARATION OF PROTECTIVE COVENANTS  
FOR THE PLAT OF WILLOW RIVER BLUFFS**

The Declarant, for the benefit of the above described land and its present and future owners, hereby impose upon Lots 1 through 36 and Outlots 1 through 4 of the Plat of Willow River Bluffs located in the City of New Richmond, Wisconsin, the following conditions, restrictions, covenants and charges (the "Declaration"), which shall run with the land and be binding upon, and inure to the benefit of the owners thereof their heirs, successors, administrators, grantees and assigns until January 1 of the year 2048, after which time said covenants shall be automatically extended for successive periods of five (5) years each unless an instrument signed by 70% of the then owners of the Lots has been recorded, agreeing to change these covenants in whole or in part.

**ARTICLE I**

**Definitions and Restrictions**

1. **Lot.** "Lot" or "Lots" shall mean and refer to any one of or all of Lots 1 through 36 and any additional lot or lots hereinafter platted within the Plat of Willow River Bluffs located in the City of New Richmond.
2. **Outlot.** "Outlot" or "Outlots" shall mean and refer to any one or more of the Outlots 1 through 4 of the Plat of Willow River Bluffs in the City of New Richmond.
3. **Owner.** "Owner" or "Owners" shall mean and refer to anyone with an ownership interest in a Lot.
4. **Architectural Review Committee.** Willow River Bluffs, LLC shall be the Architectural Review Committee until the completion of construction of all residential dwellings on all Lots; thereafter the Association shall appoint the Architectural Control Committee.

5. Initial Construction of Residence on a Lot. No residence (“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. Following completion of construction of the Residence or other structure on the property, as approved by the Architectural Review Committee, no other structure, addition, building, fence, wall, patio or other structure shall be constructed, erected or maintained upon any Lot, nor shall any change or alteration in any existing improved structure be made until the plans and specifications showing the nature, kind, shape, height, material, color and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee.
  
6. Residential Use. No structures shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family Residence that shall be used for residential purposes only. Maximum height of a Residence shall be two stories plus basement. Residences shall be of the following minimum square footage of foundation area:

<u>Residence Type</u>	<u>Minimum Foundation Area (in square feet)</u>
Two Story	800
Split Level	800
Single Story	1,000

In computing the above-described square footages, the dimensions shall be taken to outside of the foundation wall, exclusive of garages, porches, terraces and patios. No occupancy of any Residence shall be permitted prior to completion of the exterior thereof.

7. Exterior. No trees over 4” in diameter are to be removed from the Lot without approval of the Architectural Committee. Roof pitches shall not be less than a 5/12. Exterior finishes shall be as deemed appropriate by the Architectural Control Committee.
  
8. Garages. Any garage shall be attached to the Residence and shall be deemed to be a 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, asphalt or other hard surface is required for driveways. Driveway design shall provide sufficient area outside of the garage door for the parking of two standard size passenger vehicles side by side. Fiberglass garage doors and murals on garage doors shall not be permitted.
  
9. Auxiliary Buildings. One auxiliary building may be constructed and must be approved by the Architectural Review Committee and allowed under applicable zoning and local land use ordinances. Exterior must match the existing home and shall not exceed 150 square feet.

10. Setbacks. Minimum setbacks with respect to improvements of any nature on a Lot (other than driveways, fences, walls or hedges) shall be as follows:
  - (a) See final recorded plat.
  - (b) Driveway setback: Five (5) feet from any Lot line with respect to any driveway on a Lot.
  - (c) No building is allowed outside the approved building envelope.
11. Nuisances. No obnoxious or offensive activities which are or may become an annoyance or nuisance shall be permitted on any Lot. The Owner of a Lot shall be responsible for control of noxious weeds on the Lot.
12. Refuse or Trash. No outside incinerators, trash burners or garbage, ashes, refuse or receptacles to store such elements shall be located within 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 intent of this paragraph 12 to prohibit the use of outdoor barbecues 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.
13. Animals and Livestock. No horses, cows, goats, sheep, poultry or fowl of any kind, or any other livestock will be permitted on any Lot with the exception of cats, dogs and other common household pets ("Permitted Pets"). Provided, however, that such Permitted Pets shall not be kept for any commercial purpose. The raising of coon hounds or harboring the same upon such premises shall be prohibited, either as a pet or otherwise. If any permitted pet requires a kennel or a fence, it must be an integral part of the Plans and Specifications approved by the Architectural Review Committee before installation.
14. Fuel and Storage Tanks. No fuel or storage tanks of any kind are allowed.
15. Fences. No fence, wall, hedge, shrub, or other object or growing thing which obstructs sight lines at elevations between two and six feet above the roadway shall be erected, planted, or permitted in the vision triangle of corner Lots.
16. Antenna. Radio, satellite and television antennas will be reviewed and approved in accordance with FCC rules and regulations.
17. 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.
18. In-Home Business. No businesses shall be established on any Lot that cause traffic congestion, car parking congestion, or similar nuisances.
19. Clotheslines. Clotheslines must be retractable and must be housed when not in use.

20. 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.
21. Landscaping. 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 ninety (90) days after the weather permits such sodding or seeding to occur.
- (a) The front yard will have a minimum of 10 shrubs and 1 ornamental tree of 2½" caliper or 8' clump.
  - (b) Maximum of 15% of rear yard area for a vegetable garden.
  - (c) 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 one's own Lot perimeter.
22. Yard Ornaments. No yard ornaments shall be permitted without the prior approval of the Architectural Review committee.
23. Signs. No signs may be displayed to public view on any Lot except signs not more than seven (7) feet square advertising the property for sale or rent, or any monuments are exempt from this section.
24. Vehicles and Personal Property. No commercial vehicles, recreational vehicles, trucks of greater than one (1) ton capacity or larger, campers, buses converted to campers or other light vehicles shall be parked, stored or left on any Lot for more than three (3) consecutive days, except within the house, garage, or screened area. This prohibition shall not prohibit the parking of contractors' trucks and equipment used during the construction of improvements to any Lot or during the actual repair of the property. No motor vehicle that is not licensed and operable shall be parked or stored on any Lot for more than forty-eight (48) hours. No snowmobiles, boats, trailers, construction equipment, building materials or supplies, ice houses, pick-up campers or other extraneous and unsightly objects shall be stored on any Lot except that of construction equipment and building materials and supplies may be stored in a neat and orderly manner during the actual construction of improvements upon a Lot.
25. Development of Lots. No Lot as originally platted shall be further subdivided without the prior written approval of the Architectural Review Committee and the applicable governmental authorities.

ARTICLE II  
Trails, Easements, and Setbacks

There is a public trail, as depicted on the plat of the Willow River Bluffs (the "Trail"). The City of New Richmond will maintain and repair the Trail in suitable condition for trail and vehicular emergency access purposes during the non-winter months. Vehicular use of the trails is restricted to maintenance and emergency vehicles.

No dwelling or other building shall be located nearer than 5 feet from any Lot line, and all structures shall be in compliance with the applicable city or county highway set-back ordinances. No fence or wall shall be erected, placed or altered on any parcel or Lot nearer to any street than the minimum building set-back ordinances.

ARTICLE III  
Homeowners Association

Declarant has caused to be formed a Wisconsin unincorporated association known as Willow River Bluffs Homeowners Association, Inc. (the "Association"). Each Owner of a Lot in Willow River Bluffs development is a member of the Association. If there is more than one Owner of a Lot, these Owners shall determine which of the multiple-owners exercise the member voting power in the Association. Each Lot in the development is entitled to one vote on matters brought to a vote. Management and control of the Association shall be as described in the By-Laws of the Association.

1. The Association has the authority, power and responsibility to assess, charge and collect from the Owner or Owners of a Lot within the development, on an equal per Lot basis, the pro rata share of the cost to meet the Association's obligations, including but not limited to, its obligation to maintain and repair all Outlots.
2. The Declarant hereby covenants, and each subsequent Owner of any Lot located in the Plat of Willow River Bluffs, by acceptance of a deed or other conveyance therefore, whether or not it is so expressed in such deed, or other conveyance, is deemed to covenant and agree to pay to the Association's annual assessment or charge. The annual or special assessment, together with interest, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon each Lot, which lien may be enforced in accordance with applicable law.

ARTICLE IV  
Enforcement

If any party violates any of the covenants, conditions or restrictions contained herein, the Association, any Owner, including Declarant, the city and/or the county, if appropriate, may institute suit against the violating party to prevent the violation or to recover damages.

Nothing in this paragraph shall limit any legal redress or right of any person to bring such suit. If a judgment or order is obtained which finds that any person has violated any covenants, restriction, or

condition, the person so violating shall be responsible for paying all attorney's fees and other expenses of such litigation.

Any waiver or failure to enforce any provision of this Declaration in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the property or any other provision of the Declaration. The failure of the Declarant or any Owner to enforce the Declaration or any of its provisions shall in no event be deemed to be a waiver of the right to do so thereafter.

All covenants, conditions and agreements contained herein are made for the direct benefit of each and every Owner of a Lot within the development and shall create privity of contract and estate between all Owners of said Lots and Outlots, their heirs, successors and assigns and shall constitute covenants running with the land for the benefit of all Lots Owners.

The invalidity or, unenforceability of any term, condition, or provision of this Declaration for any reason, whether by court order or otherwise, shall in no manner affect the validity or enforceability of any other term, condition, or provision hereof, all of which shall remain in full force and effect for the term of this Declaration and any extension thereof.

The covenants, agreements, conditions, and reservations established herein may be waived, terminated, amended, or modified, as to the whole of the Property or any portion thereof, with the written consent of the Owners of seventy five percent (75%) of the Lots. Such modification or amendment shall only become effective upon the execution and recording of a written document in the Register of Deeds Office, St. Croix County, Wisconsin.

IN TESTIMONY WHEREOF, said Declarant has executed this Declaration this 17<sup>TH</sup> day of JANUARY, 2018.

WILLOW RIVER BLUFFS, LLC  
a Wisconsin limited liability company

By: 

Name: Ronald L. Derrick

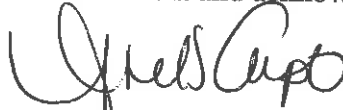
Its: Managing Member

STATE OF WISCONSIN            )  
  ) SS  
COUNTY OF ST. CROIX        )

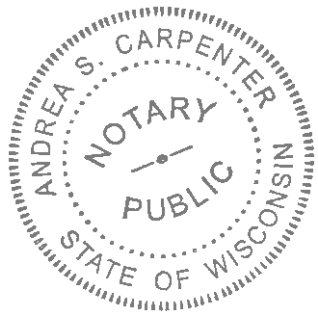
**This instrument was drafted by:**

Ronald L. Derrick  
Willow River Bluffs, LLC  
a Wisconsin limited liability company  
1505 Highway 65  
P.O. Box 445  
New Richmond, WI 54017-0445

Personally came before me this 17 day of  
JANUARY, 2018, the above named Ronald L.  
Derrick, Managing Member, officer of Willow River  
Bluffs LLC, a Wisconsin limited liability company,  
known to be the person who executed the foregoing  
instrument and acknowledge the same.

 ANDREA S. CARPENTER

Notary Public



My commission is permanent. (If not, state  
expiration: 5/22/2020)

**WILLOW RIVER BLUFFSS HOMEOWNERS ASSOCIATION  
BYLAWS**

**SECTION 1  
GENERAL**

The following are the Bylaws of Willow River Bluffs Homeowners Association, an unincorporated association (the "Association"). The Association is organized for the purpose of operating and managing Lots 1 through 36 and Outlots 1 through 4 of the Plat of Willow River Bluffs, a residential community. The terms used in these Bylaws shall have the same meaning as they have in the Declaration Establishing Protective Covenants for Willow River Bluffs (the "Declaration").

**SECTION 2  
PURPOSE**

The primary purpose of the Association is to own, manage, maintain, improve and control the Outlots in the Plat of Willow River Bluffs subdivision. The association shall have responsibility for the installation and future maintenance of any decorative entrance island or structure located within City road right of way. In addition, the association shall have continuing responsibility for the maintenance and improving of all erosion control and stormwater management devices shown on the plat.

The Association all have authority for creating and funding an annual budget for the Association. The Association has the power and authority to assess all lot owners in the subdivision for an equal share of any costs associated with owning, managing, maintaining, improving and controlling all of the Outlots of the subdivision and other authorized activities of the Association.

**SECTION 3  
MEMBERSHIP**

Owners Defined. All persons described as Owners in the Declaration shall be members of the Association. No person shall be a member solely by virtue of holding a security interest in a Lot. A person shall cease to be a member at such time as that person is no longer an Owner.

**SECTION 4  
VOTING**

4.1 Entitlement. Votes shall be allocated to each Lot as provided in the Declaration. However, no vote shall be exercised as to a Lot while the Lot is owned by the Association.

4.2 Voting by Proxy. An Owner may cast the vote which is allocated to the Owner's Lot and be counted as present at any meeting of the Owners by executing a written proxy naming another person entitled to act on that Owner's behalf, and delivering the same to the Secretary before the commencement of any such meeting. All proxies granted by an Owner shall remain in effect until the earliest of the following events: (i) revocation by the granting Owner by written notice or by personally attending and voting at the meeting for which the proxy is effective, (ii) eleven (11) months after the date of the proxy, unless otherwise provided in the proxy, or (iii) the time at which the granting Owner is no longer an Owner.



4.3 **Vote Required.** A majority of the votes cast at any properly constituted meeting of the Owners shall decide all matters properly brought before the Owners, except where a different vote is specifically required by the Governing Documents. The term "majority" as used herein shall mean in excess of fifty percent (50) of the votes cast at a meeting, in person or by proxy in accordance.

## SECTION 5 MEETINGS OF OWNERS

5.1 **Annual Meetings.** An annual meeting of the Owners shall be held in each fiscal year on a date and at a reasonable time and place, designated by the Board of Directors. At each annual meeting of the Owners, (i) the Persons who are to constitute the Board of Directors shall be elected, (ii) a report shall be made to the Owners on the activities and financial condition of the Association, and (iii) any other matter which is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting.

5.2 **Special Meetings.** Special meetings of the Owners may be called by the President as a matter of discretion. Special meetings of the Owners shall be called by the President or Secretary within thirty (30) days following receipt of the written request of a majority of the members of the Board of Directors or of Owners entitled to cast at least twenty-five (25%) percent of all the votes in the Association. The meeting shall be held within ninety (90) days following receipt of the request. The request shall state the purpose of the meeting and the business transacted at the special meeting shall be confined to the purposes stated in the notice. The purpose for which the meeting is requested and held must be lawful and consistent with the Association's purposes and authority.

5.3 **Notice of Meetings.** At least ten (10), but not more than sixty (60), days in advance of any annual regular, or special meeting of the Owners, the Secretary shall provide to all persons who are Owners as of the date of sending the notice, notice of the time place and agenda of the meeting, by United States mail, or by hand delivery, at the Owner's Lot address or such other address as the Owner may have designated in writing to the Secretary.

5.4 **Quorum/Adjournment.** The presence of Owners in person or by proxy, who have the authority to cast in excess of twenty percent (20) of all the votes in the Association shall be necessary to constitute a quorum at all meetings of the Owners for the transaction of any business, except that of adjourning the meeting to reconvene at a subsequent time.

5.5 **Voting Register.** The Secretary shall have available at the meeting a list of the Lot numbers, the names of the Owners, the vote attributable to each Lot and the name of the person (in the case of multiple Owners) authorized to cast the vote.

5.6 **Agenda.** The agenda for meetings of the Owners shall be established by the Board of Directors, and shall be sent to all Owners along with the notice of the meeting.

## SECTION 6 BOARD OF DIRECTORS

6.1 **Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall be composed of three (3) directors, a majority of whom shall be Owners, or a duly authorized representative of the Owner if the Owner is a corporation, partnership, limited liability company, trust or other entity which has the capacity to hold title to real estate.

6.2 **Term of Office.** The terms of office of the members of the Board of Directors shall be as follows: The first terms of office of the directors shall be one year for one of the directors, two (2) years for one of the directors, and three years for one of the directors. The nominee or nominees receiving the greatest numbers of votes shall fill the longer terms. Each term of office thereafter shall be three (3) years and shall expire upon the election of a successor at a subsequent annual meeting of the Owners; provided, that a director shall continue in office until a successor is elected. A number of nominees equal to the number of vacancies, and receiving the greatest numbers of votes, shall be elected, notwithstanding that one (1) or more of them does not receive a majority of the votes cast.

6.3 **Powers.** The Board of Directors shall have all powers necessary for the administration of the affairs of the Association, and may exercise for the Association all powers and authority vested in or delegated to the board.

6.4 **Meetings and Notices.** An annual meeting of the Board of Directors shall be held promptly following each annual meeting of the Owners. At each annual meeting the officers of the Association shall be elected.

6.5 **Quorum and Voting.** A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting thereof. A quorum, once, established, shall continue to exist, regardless of the subsequent departure of any directors. Each director shall have one (1) vote. The vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action. Proxies shall not be permitted.

6.6 **Action Taken Without A Meeting.** The Board of Directors shall have the right to take any action in the absence of a meeting which it could take at a meeting when authorized in a writing signed by all the directors.

6.7 **Vacancies.** A vacancy in the Board of Directors shall filled by a person elected within thirty (30) days following the occurrence of the vacancy by a majority vote of the remaining directors, regardless of their number. Each person so elected shall serve out the term vacated.

6.8 **Removal.** A director may be removed from the Board of Directors, with or without cause, by a majority vote at any annual or special meeting of the Owners; provided, (i) that the notice of the meeting at which removal is to be considered states such purpose, (ii) that the director to be removed has a right to be heard at the meeting and (iii) that a new director is elected at the meeting by the owners to fill the vacant position caused by the removal. A director may also be removed by the Board of Directors if such director (i) has more than two unexcused absences from Board meetings and/or Owners meetings during any twelve month period or (ii) is more than sixty (60) days past due with respect to assessments on the director's Lot. Such vacancies shall be filled by the vote of the Owners.

6.9 **Compensation.** Except as authorized by a vote of the Owners at a meeting thereof, the directors of the Association shall receive no compensation for their services in such capacity. A director, or other Owner or Occupant may, upon approval by the Board of Directors, be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

## SECTION 7 OFFICERS

7.1 **Principal Officers.** The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

7.2 Election. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

7.3 Removal. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

7.4 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, officers of the Association shall receive no compensation for their services in such capacity. An officer, or other Owner or Occupant may, upon approval by the Board of Directors; be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Officers may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

SECTION 8  
AMENDMENTS

These Bylaws may be amended by a majority of the Lot Owners and by the approval of Willow River Bluffs, LLC if it still owns any lots in the subdivision.

The undersigned hereby executes these Bylaws and certifies that they were adopted by Willow River Bluffs Homeowners Association, effective as of the date hereof.

Dated: 1-17-18

WILLOW RIVER BLUFFS, LLC

By:  \_\_\_\_\_

Ronald L. Derrick, Managing Member