

II: Homeowners Maintenance Agreement

A. Overview:

WHEREAS, the Developer has requested approval from the County and other governmental authorities, of a proposed land division within the County known as The Cut-Off At Red Cedar Bend.

WHEREAS, the planning and Development Department of the County has given its approval to the plan for such subdivision; and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, moving from one party to the other, receipt of which is hereby acknowledged, it is hereby agreed to as follows:

1. Recitals. The recitals hereto are hereby incorporated by reference.
2. Management Practices. Developer and any subsequent landowner shall be responsible maintaining the best management practices during the period of land disturbing activity and land development activity on the Property in a satisfactory manner to ensure adequate performance and to prevent offsite damage. The parties agree that this paragraph is satisfied so long as Developer follows the maintenance standards contained in the current "Wisconsin Construction Site Best Management Practice" handbook.
3. Location / Description. Legal Description is defined in the plat for The Cut-Off At Red Cedar Bend. It incorporates lots 1-12, and Out Lot 1.
4. Access. The County of Dunn is authorized to access the Property to conduct inspections of storm water practices as necessary to ascertain that the practices are being maintained and operated in accordance with the approved storm water management plan.
5. Maintenance Schedule. The Property's shall be maintained as provided in the Declaration of Covenants and Restrictions of The Cut-Off At Red Cedar Bend. Dunn County shall have full access for inspections any time for compliance and Developer/Owners shall comply promptly with all required corrections.
6. Required Corrections. If the County of Dunn notifies Developer or future Property owners of problems which require correction, such corrective action shall be taken within a reasonable time frame as set by the County of Dunn.
7. Recording. The County may record a copy of this Agreement at the Register of Deeds Office for Dunn County, Wisconsin.

8. Law and Jurisdiction. This Agreement shall be constructed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any dispute concerning any provision hereof or in the event of any action to seek enforcement hereof, it is hereby agreed that venue of any such action is in the Circuit Court for Dunn County, Wisconsin.

B. Maintenance Overview

The Cut-Off LLC (Developer) and/or, the owners of Lots 1 through 12 of The Cut-Off At Red Cedar Bend, Town of Red Cedar, Dunn County, Wisconsin, do hereby subject such real estate to the terms of this Homeowners' Maintenance Agreement. This agreement is for the benefit of the owner, and all future owners of such real estate or any portion thereof and shall bind all successors in interest to the owners. This agreement is to be construed as a covenant running with the real estate and all conveyances of the real estate, or any portion thereof, shall be subject to this agreement.

1. Purpose.

The purpose of this agreement is to provide for the maintenance of the Private Roads and Drainage Structures, as shown on the plat of The Cut-Off at Red Cedar Bend and consistent with standards contained in the current "Wisconsin Construction Site Best Management Practice" handbook and subject to requirements of Dunn County.

2. Maintenance.

- A. The Maintenance Committee, to be established pursuant to paragraph 3 Herein, shall assess the cost of such maintenance against the owners. An assessment for cost to be incurred in the future shall be based upon a cost estimate provided by the person who will be providing the maintenance or repair work. The assessment shall be delivered personally to the Developer/owners or sent to the Developer's last known mailing address. An Assessment shall be paid to the maintenance Committee within 30 days after it is delivered personally or mailed to the Developer. If the Developer/owners is in default in payment of any assessment, the Maintenance Committee may bring suit to enforce collection of such assessment, and there shall be added to the amount due, the costs of collection and interest, together with attorney's fees. The assessment shall bear interest at 12 percent per annum during such time as it is in default.

- B. Each of the lots and the owners of such lots, shall be liable for 1/12 of the costs of maintaining the Drainage Structure and roads in the condition shown on the plat of The Cut-Off At Red Cedar Bend. The Maintenance Committee shall assess the cost of such maintenance against the lots and the owners of the lots as provided below. No owner of a lot may exempt himself or his lot from liability for his contribution towards such costs by waiver or by abandonment of his lot. No conveyance shall relieve a lot of

such liability. The Grantor shall jointly, severally and personally liable along with his Grantee in any such conveyance for the assessments levied up to the date of conveyance, until all such assessments charged to his lot have been paid.

The Maintenance Committee shall from time to time assess each lot 1/12 of the cost of maintaining the Drainage Structure and road in the condition provided above. An assessment may be made to pay for costs incurred or to be reasonably incurred in the future. An assessment for costs to be incurred in the future shall be based upon a cost estimate provided by the person who will be providing the maintenance or repair work. The assessment shall be delivered personally to the lot owner or sent to the lot owner's last known mailing address. The assessment shall be a lien from the time it is delivered or mailed. An assessment shall be paid to the Maintenance Committee within 30 days after it is delivered personally or is Mailed to the lot owner. All assessments, until paid, together with interest And actual cost of collection, constitute a lien on the lot on which they are assessed. If a lot owner is in default in payment of any assessment, the Maintenance Committee may bring suit to enforce collection of such assessment or foreclose the lien therefore, and there shall be added to the amount due, the costs of collection and interest, together with attorney's fees. The assessment shall bear interest at 12 percent for annum during such time as it is in default.

3. Maintenance Committee.

- A. The Maintenance Committee shall act as the agent of the lot owners to Contract for and oversee the repairs and maintenance authorized under this agreement.
- B. The Maintenance Committee shall from time to time furnish to the lot owners a written report of the maintenance and repairs undertaken, the costs and expenses incurred and the assessments paid.
- C. The Maintenance Committee shall consist of two members. The original members of the committee shall be Donald W. Southard Jr. and Tod J. Torgerson. Upon the death, resignation, or inability to act of any member of such committee, the remaining member of the committee shall appoint a member to fill the position. If at any time there are no members of the Maintenance Committee, then the owners of at least six of the lots may appoint persons to serve as such members. The Maintenance Committee shall inform the Town of Red Cedar in writing of any change in its membership.
- D. The duties of the Maintenance Committee shall include"
 1. Visual inspection of the Drainage Systems, drainage ditches, and roads after heavy rainfall for damage to

these structures, such as:

- A. Rills and gullies in drainage ditches.
 - B. Displacement of rock or erosion of soil.
 - C. Loss of vegetation.
 2. Visual inspection of drainage systems for any animal damage (e.g. burrowing) and to control tree growth.
 3. Maintain road and check for damage and debris buildup.
 4. This includes all long term maintenance activities.
- E. As per County Code, upon written notification by the local municipality or their designee, this identified Maintenance Committee shall, at their own cost and within a reasonable time period, have a BMP inspection conducted by a qualified professional, file a report and complete any maintenance repair work recommended in the report.
- F. This provides authorization for local municipality or their designee to carry out maintenance activities and inspections if: The Maintenance Committee does not perform the required activity within the specified time period in the notification; or if the local municipality determines that the work conducted by the Maintenance Committee, as called out in the inspection, does not adequately address the issues outlined in the inspection report.
4. Amendment.
The provision of this agreement may be amended by a document signed by the owners of at least seven of the lots; however, no such amendments shall be effective until approved by Dunn County and the Town of Red Cedar.
5. Town of Red Cedar.
The Town of Red Cedar may enforce the provisions of this agreement, But has no obligation to do so.
6. Dunn County.
Dunn County may enforce compliance through Dunn County Circuit Court and the laws of the State of Wisconsin.

These Restrictive Covenants and Maintenance Agreement established by the owners of all the lots in plat of The Cut-Off at Red Cedar Bend this 8th day of July 2014.

David G. Nadler
David Nadler

David Gangelhoff
David Gangelhoff

Mary L. Nadler
Mary Nadler

Teresa A. Gangelhoff
Teresa Gangelhoff

Timothy Williamson
Timothy Williamson

Patricia Crownhart
Patricia Crownhart

ACKNOWLEDGEMENT
STATE OF

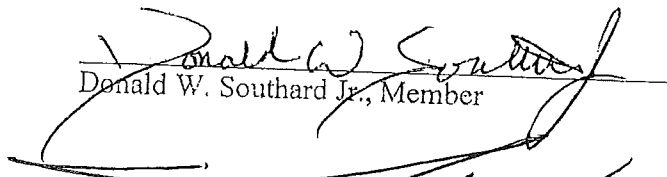
County _____
Personally came before me this _____ day
of _____, _____, the above named


_____ to me
known to be the person who executed the foregoing
instrument and acknowledge the same.

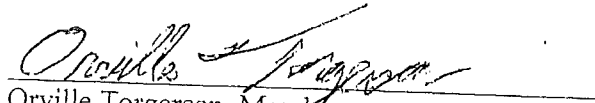
Notary Public _____ County, _____
My commission is permanent. (If not, state expiration
date: _____)

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The Cut-Off LLC

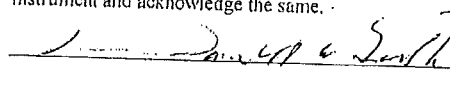

Donald W. Southard Jr., Member


Tod Torgerson, Member


Orville Torgerson, Member

ACKNOWLEDGEMENT
STATE OF

Eschscholtz County
Personally came before me this 15 day
of May, the above named
Donald Southard, Tod Torgerson to me
known to be the person who executed the foregoing
instrument and acknowledge the same.


Notary Public Eschscholtz County,
My commission is permanent. (If not, state expiration
date: 7/29/17)

