

Declaration of Restrictive Covenants by

THE POTAWATOMI PROPERTY OWNERS' ASSOCIATION

**WHEREAS, the Association as defined below** desires to provide for the preservation of the values and amenities in the community **known as Potawatomi Estates** and for the maintenance of the parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, **subsequently** set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

**WHEREAS, the Association is charged with** the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges subsequently created; and

**WHEREAS, the Association is** incorporated under the laws of the State of Wisconsin, as a non-profit corporation,

**NOW THEREFORE, the Association** declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") **subsequently** set forth.

ARTICLE I  
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Potawatomi Property Owners Association.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions, thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any lot or plat of land shown upon any recorded and subdivision map of The Properties but shall not include Common Properties as heretofore defined. **For assessment purposes, "Lot" may also mean adjoining lots under common ownership which have been designated as one lot. No more than four adjoining lots may be designated as a single lot for assessment purposes.**
- (e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any lot situated upon the Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Member" all Owners are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

**SECTION 1. Existing Property.** The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration, located in the Town of Barnes, County of Bayfield, Wisconsin, and is more particularly described as follow: Potawatomi Estates:

A Subdivision located in the Northeast 1/4 , Section 18, T45N, R9W, Town of Barnes, Bayfield County, Wisconsin all of which real property shall **subsequently** be referred to as "Existing Property."

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.**

Every person or entity who holds an equitable interest or an undivided equitable interest, in any lot or lots included within "The Properties" as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

**Section 2. Voting Rights.**

The Association shall have one class of voting membership. Each member shall be entitled to one vote for each **assessment paid**. Voting members shall be all those members who hold the interests required for Membership in Article III in Section I above and **who are not in arrears with regard to assessments both past and present**. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and the vote for each such Lot shall be exercised as they among themselves determine.

ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

**Section1. Members' Easements of Enjoyment.** Subject to the provisions of Article IV in Section 2, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall **apply** to and shall pass with the title to every Lot.

**Section 2. Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for **any period deemed reasonable by the board** for any infraction of its published rules and regulations; and
- (b) The right of the Association to charge reasonable rent and other fees for the use of the Common Properties.
- (c) **The right of the Association to refuse membership privileges to anyone in violation of the Association's rental policies.**

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Personal Obligation of Assessments and Creation of the Lien.**

All owners agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements or **other purposes deemed reasonable by the board**, such assessments to be fixed, established and collected from time to time as **subsequently** provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as **subsequently** provided, shall be a charge on the land and shall be a continuing lien upon the property, against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as subsequently provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials management and supervision thereof.

**Section 3. Annual Assessments.** The annual assessment shall be **an amount set by the Board in accordance with Section 5 below with one assessment made per lot. A single annual assessment may be charged for adjoining lots designated as a single lot for assessment purposes. In the event that the owner(s) who obtains permission from the association to designate lots as a single lot for assessment purposes later sells the lots separately rather than as a unit, the owner(s) shall become responsible to the Association for the assessments due on each lot sold during the period that the lot was treated as an individual lot for assessment purposes shall be permitted only by prior written authorization of the Association.**

**Section 4. Quorum for Any Action Authorized Under Sections pertaining to annual and special assessments.** The quorum required for any action authorized by Sections **5 and 6** hereof shall be as follows:

At the first meeting, as provided in Sections **5 and 6** hereof the presence at the meeting of Members or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming **at this** meeting, another meeting may be called, subject to the notice requirement as set forth In Sections **5 and 6**, and at that meeting, fifty (50) members **and proxies present** shall be considered a quorum. Such subsequent meeting shall be held within sixty (60) days following the preceding meeting.

**Section 5. Special Assessments.** In Addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each lot **or lots designated as a single lot for assessment purposes**, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto and for the **purpose of the continued operation of the Association**, provided any such assessment shall have the affirmative of two thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 6. Change in Annual Assessments.**

The Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 7. Annual Assessments Due Dates.**

The assessment for each succeeding **calendar year becomes due and payable on first day of January of each year and shall be paid not later than the** first day of April of each year. For purposes of levying the

assessment, assessments shall be considered as paid in advance and shall be levied against any Lot or **LOTS designated as a single lot for assessment purposes** which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 5 hereof shall be fixed in the Resolution authorizing such assessment.

**Section 8. Effect of Non-Payment of Assessment:** The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are **not paid by the first day of April of the applicable year, the assessment and any costs of collection shall become a continuing lien on the property.**

If an assessment is not paid **by the first day of April of the applicable year**, a penalty fee not to exceed \$2.00 **may** be added thereto and from that date interest at the rate of six (6) interest per cent per annum may be added to the delinquent balance and penalty, and the Association may bring an action at law against the owner personally obligated to pay the sum or to foreclose the lien against the property. There shall be added to such assessment, delinquent fees and interest and the cost of preparing and filing Complaint in such action and in the event that Judgment is obtained, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

**If any assessment is not paid by the first day of April of the applicable year, the nonpaying member shall forfeit all rights in the Association until such time as assessments are current, including but not limited to, the right to vote at Association meetings, the right to serve on the board and the right to use the Common Properties.**

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. The Board of Directors shall consist of from six (6) to nine (9) property owners as determined by vote of the membership at the annual meeting. No less than two or more than three members shall be elected at each annual meeting. Board Officers shall be appointed by majority vote of the Board of Directors.**

**Section 2. Each Board Member shall serve for a term of three years.**

**Section 3. Vacancies on the board shall be filled by appointment based on a majority vote of the board of directors said appointment to expire at the time of the next annual meeting.**

**Section 4. Duties and Responsibilities of the Board of the Directors**

- (a) The Board shall act in accordance with and support the Covenants, act in the best interests of the association, maintain the common property, establish rental policies for use of the common property, maintain the financial solvency of the association and maintain the financial and other records of the association.**
- (b) The Board shall hold an annual meeting of the membership.**
- (c) The Board shall have the authority to hire and release any employees of the association.**
- (d) The Board shall have the authority to sell, acquire or otherwise transfer common property of the association subject to approval of the property owners at a meeting duly called for that purpose. The quorum for voting at said meeting shall be as set forth in Article V Section 4 above.**
- (e) The Board or its designed shall object to and report any violation of any township, county or otherland use to the proper authority.**

ARTICLE VII  
BUILDING AND USE LIMITATIONS

**Section 1.** All lots shall be used for residential purposes only, and no commercial business or manufacturing enterprise shall be conducted on said premises.

**Section 2.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material **shall conform to all governmental regulations** and shall be kept in a clean and sanitary condition.

**Section 3. All building and other land use shall be in accordance with Bayfield County and other governmental land use regulations.**

ARTICLE VIII  
MISCELLANEOUS PROVISIONS

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for **a term of five (5) years from the date that this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of five (5) years.**

**Section 2. Notices.** Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so do thereafter.

**Section 4. Severability.** Invalidation of any one of these covenants by judgment or courts order shall in no way effect any other provision, which shall remain in full force and effect.

Signatures on file with the Bayfield County, Wisconsin Register's Office.