

VOL 350 PAGE 370

Return to: Woodland Farms
P.O. Box 96
DeSoto, WI 54624

ELK RUN ROAD MAINTENANCE ASSOCIATION
DECLARATION, PROVISIONS AND RULES

Register's Office
Vernon Co. Office } 25
Rec'd for record 3 day of March
1991 at 1:15 P.M.
The Recorder in W. 350
File 360
Recorder of Deeds

1. PURPOSE AND MEMBERSHIP

The Elk Run Road Maintenance Association is organized for the purpose of maintaining, preserving, supervising, and regulating use of certain roadways for the use and enjoyment of the common landowners owning lands fronting on or adjoining said roadway(s) located as described on Certified Survey Maps recorded in Volume 2 of Certified Survey Maps at the Vernon County Register of Deeds. Any party or group of parties with an ownership interest in a particular parcel of land fronting or adjoining said roadway(s) is automatically a member; but each separate parcel of land shall be entitled to one, and only one, vote in the Association. See attached sheet for legal description of the parcels subject to this Declaration.

2. 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, announced by the chairperson, at a date and time announced in writing at least 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.
- b) Problems with use, access, condition, etc. presently existing.
- c) Maintenance and plowing arrangements for the winter and spring seasons.
- d) Appropriate fees to be levied and collected.
- e) Election of a chairperson and secretary, and treasurer for the period ending with the next annual meeting, by majority vote of members attending.
- f) Such other relevant business as may be discussed or proposed, including any necessary rules or regulations.

3. BUDGET AND FEES

Pursuant to the foregoing paragraph (2), the Association shall have the power to determine by majority vote of members attending, a budget and how much money to levy and collect as and for anticipated maintenance and care expenses of the subject roadway (s). Each and every budget shall require the approval of a majority of the members attending the annual meeting. If a majority are unable to agree on a budget, then the highest total budget and levy agreed on by a majority shall become effective.

4. 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 plowing, care and maintenance, and shall be responsible for the day to day care and maintenance of the roadway(s). 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. 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.

5. DUTIES OF SECRETARY/TREASURER

The Secretary/Treasurer must be a member, 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 account, and prepare and send notices as directed by the Chairperson. Actual expenditures shall be made by only the Chairperson.

6. LEVY AND COLLECTION OF FEES

The total annual budget amount approved shall be collected by levy upon all members. For each separate parcel of land, a pro-rata fraction of the amount of the total budget shall be levied, in this case 1/28. Additional parcels and roads may be added to the Association by the Developer (American Investment Company) if the Developer provides improvements to such additional roads. 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 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.

7. RESTRICTIVE COVENANTS, ASSIGNMENT AND SUCCESSION

The terms and conditions of this Declaration constitute a restrictive covenant running with the land, along with any rules and regulations approved by the Association. Upon conveyance or transfer of the ownership interest on 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.

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VOL 353 PAGE 689

Return to:
Woodland Farms Real Estate Co.
P.O. Box 96
DeSoto, WI 54624

ADDENDUM TO ELK RUN ROAD
MAINTENANCE ASSOCIATION DECLARATION
PROVISIONS AND RULES

Register's Office }
Vernon Co. Wis. } 84
Rec'd for record 26 day of August
19 91 11:05 a'clock A M
and Recorded in Vol. 353 of Book 1 on
Page 689
Zera Nelson
Register of Deeds

The original Declaration of the ELK RUN ROAD MAINTENANCE ASSOCIATION recorded in Volume 350 at pages 370-376 as Document No. 326497 on May 3, 1991 at the Vernon County, Wisconsin Register of Deeds Office is hereby amended as follows:

The following described twenty parcels are hereby included in the ELK RUN ROAD MAINTENANCE ASSOCIATION:

Parcels Seventeen (17) and Eighteen (18) of Certified Survey Map as recorded in Vernon County Register of Deeds Office on January 31, 1991 in Volume 2 of Certified Survey Maps, pages 53 and 54 as Document No. 325337.

and

Parcels Nineteen (19), Twenty (20), and Twenty-One (21) of Certified Survey Map as recorded in Vernon County Register of Deeds Office on January 31, 1991 in Volume 2 of Certified Survey Maps, pages 55 and 56 as Document No. 325338.

and

Parcels Twenty-Three (23) and Twenty-Four (24) of Certified Survey Map as recorded in Vernon County Register of Deeds Office on January 31, 1991 in Volume 2 of Certified Survey Maps, pages 57 and 58 as Document No. 325339.

and

Parcel Twenty-Five (25) of Certified Survey Map as recorded in Vernon County Register of Deeds Office on January 31, 1991 in Volume 2 of Certified Survey Maps, pages 59 and 60 as Document No. 325340.

and

Parcel Thirty (30) of Certified Survey Map as recorded in Vernon County Register of Deeds Office on April 29, 1991 in Volume 2 of Certified Survey Maps, pages 94 and 95 as Document No. 326392.

and

Parcel Thirty-Eight (38) of Certified Survey Map as recorded in Vernon County Register of Deeds Office on April 29, 1991 in Volume 2 of Certified Survey Maps, pages 96 and 97 as Document No. 326393.

Parcels Thirty-Nine (39), Forty (40), and Forty-One (41) of Certified Survey Map as recorded in Vernon County Register of Deeds Office on April 29, 1991 in Volume 2 of Certified Survey Maps, pages 100 and 101 as Document No. 326395.

and

Parcels Forty-Two (42) and Forty-Three (43) of Certified Survey Map as recorded in Vernon County Register of Deeds Office on April 29, 1991 in Volume 2 of Certified Survey Maps, pages 102 and 103 as Document No. 326396.

and

Parcels Forty-Five (45), Forty-Six (46), and Forty-Seven (47) of Certified Survey Map as recorded in Vernon County Register of Deeds Office on April 29, 1991 in Volume 2 of Certified Survey Maps, pages 104 and 105 as Document No. 326397.

and

Parcels Forty-Eight (48) and Forty-Nine (49) of Certified Survey Map as recorded in Vernon County Register of Deeds Office on April 29, 1991 in Volume 2 of Certified Survey Maps, pages 106 and 107 as Document No. 326398, all in the Town of Webster, Vernon County, Wisconsin.

The fraction "1/28" in paragraph six of said Declaration is changed to "1/48".

Dated this 22 day of August, 1991.

American Investment Company, by:

James W. Smith

Thomas D. White

ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Vernon)

Personally came before me, this 22 day of August, 1991, the above named James W. Smith and Thomas D. White to me known to be the persons who executed the foregoing instrument and acknowledge the same.

James L. Steute
Notary Public My commission
expires 3-27-94

This instrument drafted by: John P. Ebben