

**DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS**

**FOR LOTS 1 THROUGH 100 AND OUTLOTS 1 THROUGH 7 OF
THE SUBDIVISION PLAT OF THE PRESERVE AT OAKLAND SUBDIVISION,
TOWN OF OAKLAND, JEFFERSON COUNTY, WISCONSIN**

_____, 2025

TABLE OF CONTENTS

	<u>Page</u>
DECLARATION OF COVENANTS	-1-
ARTICLE I STATEMENT OF PURPOSE	- 2 -
ARTICLE II HOMEOWNERS ASSOCIATION	- 2 -
2.1 Membership	- 2 -
2.2 Voting of Owners	- 2 -
2.3 Articles of Incorporation and Bylaws	- 2 -
2.4 Rulemaking Authority.....	- 2 -
ARTICLE III ARCHITECTURAL CONTROL COMMITTEE	- 3 -
3.1 Composition	- 3 -
3.2 Liability	- 3 -
3.3 Indemnification	- 3 -
ARTICLE IV ARCHITECTURAL REVIEW PROCEDURE	- 4 -
4.1 Approval.....	- 4 -
4.2 Submissions	- 4 -
4.3 Drawings	- 5 -
4.4 Standards	- 5 -
4.5 Architectural Review Fees	- 6 -
4.6 Timing.....	- 6 -
4.7 Plan Review Process	- 6 -
4.8 Result of Inaction	- 6 -
4.9 Modifications After Approval.....	- 6 -
4.10 Appeals.....	- 6 -
4.11 No Waiver	- 7 -
4.12 Preliminary Sketches.....	- 7 -
4.13 Hold Harmless.....	- 7 -
4.14 Liability of Architectural Control Committee.....	- 7 -
ARTICLE V LAND USE AND BUILDING TYPES	- 7 -
5.1 Land Use	- 7 -
5.2 Building Location	- 7 -
ARTICLE VI CONSTRUCTION	- 8 -
6.1 Compliance with Plans.....	- 8 -
6.2 Duties During Construction	- 8 -
6.3 Time Limit for Construction	- 8 -
6.4 Approval of Builders.....	- 8 -
6.5 Prior Approval for Changes	- 8 -
6.6 Uniformity Standards	- 8 -
6.7 Completion Certificate	- 9 -

ARTICLE VII ARCHITECTURAL RESTRICTIONS.....	- 9 -
7.1 Prefabricated Buildings.....	- 9 -
7.2 Single Family Housing Variety Standards.....	- 9 -
7.3 Minimum / Maximum Home Size Requirements.....	- 9 -
7.4 Reduction of Minimum Floor Requirements.....	- 10 -
7.5 Computation of Square Footage.....	- 10 -
7.6 Garages.....	- 10 -
7.7 Driveway.....	- 10 -
7.8 Roadways.....	- 10 -
7.9 Siding.....	- 10 -
7.10 Color of Exterior Surfaces.....	- 11 -
7.11 Chimneys.....	- 11 -
7.12 Wraps and Other Trims.....	- 11 -
7.13 Roofing.....	- 11 -
7.14 Roof Pitch.....	- 11 -
7.15 Decks and Raised Patios.....	- 11 -
7.16 Fences.....	- 11 -
7.17 Antennas.....	- 11 -
7.18 Temporary Dwellings.....	- 12 -
7.19 Driveways.....	- 12 -
7.20 Mailboxes.....	- 12 -
7.21 Landscaping.....	- 12 -
7.22 Lighting.....	- 12 -
7.23 Post Light.....	- 12 -
7.24 General.....	- 12 -
7.25 Pools.....	- 12 -
7.26 Dog Kennels.....	- 13 -
7.27 Play Equipment.....	- 13 -
7.28 Outbuildings.....	- 13 -
7.29 Utilities.....	- 13 -
7.30 Alternative Energy.....	- 13 -
7.31 Grading.....	- 13 -
7.32 Variances.....	- 13 -
 ARTICLE VIII USE RESTRICTIONS.....	 - 14 -
8.1 General Restrictions.....	- 14 -
8.2 Leasing.....	- 14 -
8.3 Single-Family Residential.....	- 14 -
8.4 Home Business.....	- 14 -
8.5 Trade.....	- 14 -
8.6 Parking.....	- 14 -
8.7 Appearance.....	- 15 -
8.8 Trash.....	- 15 -
8.9 Nuisances.....	- 15 -
8.10 Temporary Structures.....	- 15 -
8.11 Patios, Decks and Balconies.....	- 15 -
8.12 Quiet Enjoyment.....	- 15 -

8.13	Pets	- 15 -
8.14	Activities	- 16 -
8.15	Yards	- 16 -
8.16	Firearms and Hunting.....	- 16 -
8.17	Signs.....	- 16 -
8.18	Transfer of Title	- 17 -
8.19	Drainage	- 17 -
8.20	Compliance with Laws; Environmental Matters.....	- 17 -
8.21	Obstructions	- 17 -
8.22	No Further Divisions.....	- 17 -
8.23	Failure to Enforce Not a Waiver of Rights	- 17 -
ARTICLE IX UTILITY SYSTEMS		- 17 -
9.1	Access, Easements and Rights-of-Way.....	- 17 -
9.2	Utilities.....	- 17 -
ARTICLE X LANDSCAPING RESTRICTIONS.....		- 17 -
10.1	Master Grading Plan	- 17 -
10.2	Existing Vegetation.....	- 18 -
10.3	Plantings.....	- 18 -
10.4	Landscaping in Easements	- 18 -
10.5	Lawn Trees.....	- 18 -
10.6	Lawns	- 18 -
10.7	Grassed Stormwater Swales	- 19 -
10.8	Natural Vegetative Cover.....	- 19 -
10.9	Time to Install	- 19 -
10.10	Garden Plots.....	- 19 -
10.11	Irrigation.....	- 19 -
10.12	Easements Plantings.....	- 19 -
10.13	Maintenance of Landscaping	- 19 -
ARTICLE XI COMMON AREAS.....		- 20 -
11.1	Common Areas	- 20 -
11.2	Maintenance	- 20 -
11.3	Assessments	- 20 -
11.4	Association Insurance	- 22 -
11.5	Budget for Common Areas	- 22 -
11.6	Condemnation of Common Areas.....	- 22 -
11.7	Damage to Common Areas	- 22 -
11.8	Sale of Common Areas	- 23 -
ARTICLE XII EASEMENTS.....		- 23 -
12.1	Easement in Favor of Owners	- 23 -
12.2	Easement in Favor of Association.....	- 23 -
12.3	Emergency Vehicle Access and Recreational Trail Easement	- 23 -
12.4	Right of Entry.....	- 23 -

ARTICLE XIII DISCLOSURES TO OWNERS	- 23 -
13.1 Reserved Rights	- 23 -
13.2 Right to Change Development	- 24 -
13.3 View Impairment	- 24 -
13.4 Use of Common Areas	- 25 -
13.5 Adjacent Properties Used for Agricultural Purposes	- 25 -
13.6 Exclusive Rights to Use Name of Development	- 25 -
ARTICLE XIV DURATION, MODIFICATION AND REPEAL	- 25 -
14.1 Duration of Declaration	- 25 -
14.2 Termination and Modification	- 25 -
ARTICLE XV ENFORCEMENT	- 26 -
15.1 General Remedies	- 26 -
15.2 Remedies for Breach	- 26 -
15.3 Deed to Constitute a Nuisance	- 26 -
15.4 Attorneys' Fees	- 26 -
15.5 Failure to Enforce Not a Waiver of Rights	- 26 -
15.6 Enforcement of Declaration	- 26 -
ARTICLE XVI MISCELLANEOUS	- 27 -
16.1 Number and Gender	- 27 -
16.2 Including	- 27 -
16.3 Severability	- 27 -
16.4 Remedies	- 27 -
16.5 Waivers	- 28 -
16.6 Successors and Assigns	- 28 -
16.7 Assignment of Rights and Duties	- 28 -
16.8 Rights of Mortgagees	- 28 -
16.9 Paragraph Headings	- 28 -
16.10 Governing Law; Partial Invalidity	- 28 -
16.11 Notices	- 28 -
16.12 Private Right of Action	- 29 -
 EXHIBITS	
Exhibit A	Legal Description of Property
Exhibit B	Bylaws of The Preserve at Oakland Homeowners' Association, Inc.
Exhibit C	Landscape Point Schedule
Exhibit D	Common Area Maintenance Standards
Exhibit E	Preliminary Plat of The Preserve at Oakland

**DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS
FOR LOTS __ - __ OF 100
THE SUBDIVISION PLAT OF THE PRESERVE AT OAKLAND SUBDIVISION,
TOWN OF OAKLAND, JEFFERSON COUNTY, WISCONSIN**

WITNESSETH:

WHEREAS, Oakland Hills, LLC, a Wisconsin limited liability company (which together with its successors and assigns, are referred to herein as the “Declarant”) are the owners of certain property located in the Town of Oakland, Jefferson County, Wisconsin, and more particularly described and depicted on Exhibit A attached hereto (the “Property”); and

WHEREAS, Declarant intends to construct on the Property a single-family subdivision (the “Subdivision”) consisting of 100 residential lots (each, a “Lot” and collectively, the “Lots”) and seven outlots (each, an “Outlot” and collectively, the “Outlots”) as depicted on the Preliminary Plat attached to this Agreement as Exhibit E (the “Preliminary Plat”); and

WHEREAS, Declarant intends to develop the Subdivision in three (3) phases, each as shown on the Preliminary Plat, the first phase of which shall consist of Lots 1–45 and Outlots 1–2 (the “Phase 1 Development”), the second phase consisting of Lots 46–82 and Outlots 3–5 (the “Phase 2 Development”), and the third phase consisting of Lots 83–100 and Outlots 6–7 (the “Phase 3 Development”) (each, a “Phase”).

WHEREAS, concurrent with the execution of this Declaration, Declarant has recorded with the Jefferson County Register of Deeds a final plat for the Phase 1 Development (“Phase 1 Final Plat”), which Phase 1 Final Plat is consistent with the depiction of the Phase 1 Development as shown on the Preliminary Plat.

WHEREAS, Declarant desires to: (1) promote the highest and best residential development of the Property by assuring the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures within the Subdivision; (4) require harmonious use of building materials in the Subdivision; (5) require the construction of attractive homes in appropriate locations on Lots; and (6) to be in compliance with applicable statutes, codes, and ordinances of the Town of Oakland (the “Municipality”) and any other governmental entity with jurisdiction over the Subdivision (collectively, the “Purpose of the Declaration”); and

WHEREAS, in furtherance of the Purpose of the Declaration, the Declarant desires to execute and record this Declaration of Covenants, Restrictions and Conditions (this “Declaration”) to subject the Subdivision and each Lot and Outlot to the conditions, covenants, restrictions, reservations, agreements and easements hereinafter set forth (hereinafter sometimes referred to as “Covenants”), all of which are binding upon the Subdivision and each Lot and each Owner of record thereof (the “Owner”) and every other party having any interest therein, and shall pass with the Subdivision and each Lot.

NOW THEREFORE, the Declarant hereby subjects the Subdivision and each Lot to the following Covenants:

ARTICLE I

STATEMENT OF PURPOSE

The general purpose of this Declaration is to support and advance the Purpose of the Declaration as set forth in the Recitals above.

ARTICLE II

HOMEOWNERS ASSOCIATION

2.1 Membership. The Owner of a Lot shall automatically become a member of The Preserve at Oakland Homeowners' Association, Inc., a non-profit, non-stock corporation organized under the laws of the State of Wisconsin (the "Association"). By acceptance of the deed or other instrument of conveyance, the Owner(s) of each Lot consents to such Owner's membership in the Association. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. Membership in the Association shall be limited to the fee simple Owners of the Lots, except that in the event of a land contract, the vendee, and not the vendor, shall be a member. The Association shall have authority to manage the Outlots, all of which shall be owned by the owners of the Lots as an appurtenant, undivided fractional interest, shall be managed by the Association in accordance with this Declaration (including but not limited to Exhibit D attached hereto), and shall be a part of the Common Area (as defined below), which management authority shall include, but not be limited to, the exclusive authority of the Association to enter into any easement, restriction, or other recordable document with the Town or other governmental entity deemed appropriate by the Association with regard to any activity that may occur on or in any Outlot or other portion of the Common Areas.

2.2 Voting of Owners. Subject to the terms, conditions and limitations contained in the Articles of Incorporation and Bylaws of the Association, the Owner(s) of each Lot shall be entitled to one vote as members of the Association for each such Lot owned. Where more than one person is an Owner of one Lot, all such persons shall be members of the Association, but they shall be cumulatively entitled to only one vote per such Lot, and they may cast their total one vote in proportion to their Ownership of such Lot.

2.3 Articles of Incorporation and Bylaws. The purposes and powers of the Association and the rights and obligations with respect to the members thereof shall be governed by the Articles of Incorporation and Bylaws of the Association; provided that, however, such Articles of Incorporation and Bylaws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration. A copy of the Bylaws is attached hereto as Exhibit B.

2.4 Rulemaking Authority. Subject to the notice requirements set out in this Article, the Association may adopt new Rules and modify or rescind existing Rules. The Association Board of Directors (the "Association Board") shall send notice to all Owners concerning any

proposed Rule change at least five (5) business days prior to the meeting of the Association Board at which such action is to be considered. This notice requirement does not apply to administrative and operating policies that the Association Board may adopt relating to the Common Areas. A Rule change adopted under this Section shall take effect thirty (30) days after the date on which written notice of the Rule change is given to Owners. **All Owners are to be notified that the Association Board may have adopted changes to Rules.** A copy of the current Rules is available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall have exclusive authority to review and approve or reject any addition, modification or deletion of Rules so long as Declarant has title to any Lot subject to these covenants.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.1 Composition. The Architectural Control Committee (“ACC”) shall initially consist of three (3) members serving a term of two (2) years. So long as Declarant has title to any Lot subject to these Covenants, the ACC shall consist of [REDACTED], [REDACTED] and [REDACTED], or their successors appointed in writing for such person, by Declarant. The Declarant appointed members are not required to be Lot Owners. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant may elect to surrender the selection of the members of the ACC to the Association; or, if there is no such Association, and Declarant no longer has title to any Lot within said Subdivision, the members of the ACC shall be elected by majority vote of the Owners of the Lots within the Subdivision with one vote for each Lot.

3.2 Liability. No member of the ACC shall be legally liable to the Declarant, Association, or any Lot Owner for any act or omission relative to the good-faith performance of duties performed under these Covenants.

3.3 Indemnification. Each person who is a member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys’ fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of willful misconduct on the part of such member. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such a person’s status as an Owner or otherwise.

ARTICLE IV

ARCHITECTURAL REVIEW PROCEDURE

4.1 Approval. No improvement shall be constructed, placed, altered, maintained or permitted to remain on any real property located in the Subdivision until approved in writing by the ACC, with such approval required for items including, but not limited to, the following:

- (a) commencement of construction of any single-family home (each such single-family home, a “Dwelling”) or other improvements or alteration on any Lot; or
- (b) the reconstruction of any Dwelling or other improvements on any portion or portions of such property following a casualty loss thereto; or
- (c) the demolition of any Dwelling or other improvements on any portion or portions of such property; or
- (d) the initial painting, or subsequent decoration or alteration of the exterior of any Dwelling or other improvement on such property; or
- (e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, fences, sheds or other features on any such property.

Nothing herein contained shall require approval by the ACC of normal maintenance or alterations to the interior of any existing structure unless the modifications affect the existing exterior appearance as approved by the ACC.

4.2 Submissions. In addition to such other information which the ACC may reasonably request, in conjunction with any requested approval of any improvement upon any Lot, each Owner shall submit to the ACC a set of plans and specifications (the “Drawings”) for such proposed improvement, which Drawings shall include, but not be limited to, the following:

- (a) A site plan of such property prepared by a licensed surveyor or the equivalent showing the location, size, elevations and type of Dwelling and other improvements, including, but not limited to, homes, garages, driveway slope, fences and other matters such as temporary construction dumpsters on the property,
- (b) Detailed plans and specifications for construction or reconstruction, including Dwelling material, type and color, including location of light posts,
- (c) The proposed landscaping plans, including any fences or walls, proposed grades, lawn, garden areas,
- (d) Descriptions of exterior finishes, roofing types and lighting materials, and upon request of the ACC, samples of such materials,

(e) The proposed location and specifications for utilities servicing such improvements, with floor plans, elevations or all views of the structure, driveway location, outbuildings, auxiliary structure,

(f) A \$150.00 application fee payable to the order of The Preserve at Oakland Homeowner's Association, Inc. which may be submitted by check to the address below. Note that plan approvals will not be released pending receipt of application fee,

(g) A copy of soil erosion control plan and storm water management plans,

4.3 Drawings. The Drawings shall be submitted in 11x17 format and shall include, at a minimum, the items listed in Section 4.2 (a) through (g) above, and shall further include the following:

(a) Name, address, email and telephone number of the Owner and (if the applicant is different than the Owner) the name, address, email and telephone number of the applicant;

(b) Name and contact information of architect, builder and/or trade vendor if applicable;

(c) Date of preparation and any revisions;

(d) Scale and north arrow; and

(e) Lot number(s).

Drawings may be submitted by hard copy or electronically at:

Mail: The Preserve at Oakland Homeowners Association, Inc.
P.O. Box 351
Cambridge, WI 53523

Email: thepreserveoaklandhoa@gmail.com

Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

4.4 Standards. The ACC shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the ACC:

(a) are not in conformity with the restrictions in this Declaration; or

- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located on the surrounding Lots; or
- (d) have exterior lighting, exterior signs, exterior television or satellite antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

4.5 Architectural Review Fees. The ACC shall have the right to establish and charge reasonable plan review fees to cover the cost of plan review by the ACC and any consultants utilized by the ACC.

4.6 Timing. The ACC shall make its decision within thirty (30) days. However, it is foreseen that in most cases the decision will be made within two weeks.

4.7 Plan Review Process. The submission will not be complete, and the thirty (30)-day approval time set forth above shall not commence until all documents required in Section 4.2 have been submitted. All such submissions shall be made to the Declarant or to such other address that the ACC may designate. Declarant shall then call a meeting of the ACC to consider such plans and specifications. Action of the ACC shall be by majority vote of members present at such meeting and entitled to vote upon the matter under consideration. A tie vote on any issue shall be deemed equivalent to rejection. The ACC, with the unanimous written consent of all members entitled to vote on any issue, may take action without a meeting. The ACC may approve, disapprove, or approve subject to stated conditions the preliminary and final plans. If the ACC conditionally approves either the preliminary or final plans, then the applicant shall be entitled to resubmit such plans. The ACC's decision shall be in writing, signed by two or more ACC members.

4.8 Result of Inaction. If the ACC fails either to approve, conditionally approve, or disapprove the plans within thirty (30) days of their submission, or upon any resubmitted plans within twenty-one (21) days of their resubmission, then it shall be conclusively presumed that the ACC has approved said plans; provided, however, that if within the said thirty (30) day period or twenty-one (21) day period, as applicable, the ACC requests an extension up to thirty (30) days for the approval of such plans, there shall be no presumption that the same are approved until the expiration of the time period as set forth in said notice.

4.9 Modifications After Approval. The Owner must make all improvements in conformity with approved plans and specifications. No change or deviation from any such plans or specifications that would affect the exterior appearance of any building, improvement, or Lot, including landscaping and storm water control, may be made without the express written approval of the ACC. Modifications must be submitted to the ACC in the same manner as the original plans.

4.10 Appeals. The owner may appeal any disapproval by the ACC to the Association Board by written request within fifteen (15) days following the ACC's decision including: (a) a copy of the original application; (b) the notification of disapproval; and (c) a response to any specific reasons for disapproval presented by the ACC. The Association Board shall render a

decision within thirty (30) days following receipt of the complete request for appeal. During any appeal, the Owner shall not commence any work requiring approval.

4.11 No Waiver. No approval of plans by the ACC shall constitute a waiver of the right to withhold approval as to future plans.

4.12 Preliminary Sketches. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submitting the information required for final approval.

4.13 Hold Harmless. The ACC shall exercise its approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the ACC harmless for any perceived discrepancies in the ACC's good-faith performance of its duties. Refusal of approval of plans and specifications by the ACC may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the ACC shall be deemed sufficient.

4.14 Liability of Architectural Control Committee. The ACC and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval, conditional approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plan and specifications; or
- (c) The development of any property within the Subdivision.

ARTICLE V

LAND USE AND BUILDING TYPES

5.1 Land Use. Only designated uses for Lots shall be permitted. No Lot shall be used except for single-family, residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, not exceeding more than two (2) stories in height and an attached private garage for not more than three (3) cars, and other outbuildings incidental to residential use of the Lot.

5.2 Building Location. All buildings in the Subdivision shall be located in compliance with all side yard or setback lines established in any applicable laws, ordinances, rules or regulation of the Municipality and Jefferson County. No Lot or Lots as platted shall be re-subdivided except as authorized in writing by the ACC. Such authorization does not relieve the Lot Owner from complying with applicable laws, regulations, rules and ordinances or from obtaining any required approval of the Municipality or other governmental agencies. This covenant shall not be construed to prevent the use of more than one Lot as one building site. The site plan of all buildings must be approved by the ACC.

ARTICLE VI

CONSTRUCTION

6.1 Compliance with Plans. If an applicant's plans are approved or deemed approved by the ACC as provided herein, then the Owner shall construct the improvements strictly in accordance with the approved plans.

6.2 Duties During Construction. During construction, each Owner shall control site access and keep the construction site clear of unsightly accumulation of rubbish and scrap materials on the Lot and prevent the deposit of these materials on any other Lot. The Owner shall be responsible for the cleanup of any of these materials if they are deposited on any other Lot. If, after fifteen (15) days following written notice from the Declarant, ACC or Association, as applicable, of violations related to this Section, the Owner fails to cure the stated violations, then the Declarant, ACC or Association, as applicable, shall have the right and authority to perform maintenance and clean up as it deems necessary and bill the Owner actual costs plus twenty-five percent (25%). Payment must be made within thirty (30) days or the Declarant or Association, as applicable, may prosecute any and all remedies permitted by law or equity.

6.3 Time Limit for Construction. Each Owner shall promptly begin construction of the Improvements on its Lot in accordance with the applicable Covenants upon receipt of approval of the plans for such Improvements from the ACC. Completion of improvements and the issuance of an occupancy permit by the Municipality shall occur within one (1) year from the date of closing on such Owner's acquisition of a Lot, except for delays in completion due to inability to obtain building materials, strike, war or acts of God. Extensions of time due to other reasons may be permitted by the ACC due to extraordinary circumstances.

6.4 Approval of Builders. For each dwelling constructed on any lot, the builder to be hired for such construction shall be approved in writing by the ACC. The approval of the ACC may not be unreasonably withheld. Such approval may be withheld for reasons such as builder's financial status, building history, building reputation or any other reason that would be relied upon by a reasonably prudent businessperson when developing a project consisting of single-family residences like those in the Subdivision.

6.5 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then-existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 4.2 above and shall not construct such additional improvements or make such alterations unless and until such Owner obtains the approval of the ACC. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

6.6 Uniformity Standards. Notwithstanding that certain standards of architectural control are set forth herein, the ACC may adopt additional written standards related to uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

6.7 Completion Certificate. Within thirty (30) days after a written request is delivered to the ACC, along with a full set of “as built” plans and a certificate from the architect of the Owner certifying that the improvements have been completed in accordance with the approved plans, the ACC or its designee shall inspect the Improvements. If the ACC agrees with the architect, the ACC shall furnish the Owner with a certificate of completion in a recordable form, indicating their agreement. If the ACC disagrees with the architect, the ACC, identifying the items of non-compliance, will issue a written notice of non-compliance. The Owner shall then have ten (10) business days to deliver to the Declarant a written plan to cure the items of non-compliance. This plan shall include an expected completion date of the required modifications, which in any case, shall be completed no later than ninety (90) days after approval of the modification plan by the ACC. The ACC shall have five (5) business days to review and approve or disapprove of the modification plan.

6.8 Erosion Control. All builders performing any construction within the Subdivision must use best management practices to eliminate erosion during construction. Specifically, but without limitation of the previous sentence, each builder constructing a Dwelling within the Subdivision shall maintain an erosion control silt fence and any other necessary erosion control measures onsite, and shall clean and maintain, at a minimum, the first two downstream ditch checks from the Lot on which construction is taking place to prevent clogging due to any silt material from such construction site.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

7.1 Prefabricated Buildings. No Dwelling, erected elsewhere, shall be moved onto any lot, excepting prefabricated panelized construction which has been preapproved by the ACC.

7.2 Single Family Housing Variety Standards. No two single-family detached Dwellings of similar front elevation or façade shall be repeated on any lots across from, lots on the side of the lot across from, or within 2 lots on the same side of the street on which the Dwellings front. Front elevations or facades of the same floor plan shall be deemed to be similar in circumstances including, but not limited to, when there is not substantial difference in roof lines, or no substantial change in windows of either size, location or type, or either no change in the color of materials used or no substantial change in the kind of materials.

7.3 Minimum / Maximum Home Size Requirements. Only one single-family Dwelling not to exceed two stories in height may be constructed on each Lot. The following types of Dwellings shall have the following minimum sizes:

HOME TYPE:

MINIMUM SIZE:

One story

1,500 square feet

More than one story

1,800 square feet

For purposes hereof, “more than one story” includes Dwellings referred to as one and a half story, two-story, split level or bi-level.

7.4 Reduction of Minimum Floor Requirements. The above minimum floor area requirements may be reduced by the ACC in the event the proposed architectural design and quality of the Dwelling being proposed is such that, in the sole judgment of the ACC, it presents an appearance comparable or superior to the appearance of other Dwellings built in the Subdivision development which conform to the above requirements.

7.5 Computation of Square Footage. The number of square feet in each Dwelling shall be determined on a uniform basis by the ACC, and shall not include any basement, attic, garage, porch, patio, or breezeways, for purposes of determining whether the minimum square footage requirements set forth herein have been met.

7.6 Garages. Each Dwelling shall have a garage for not less than two cars attached to the Dwelling containing a minimum of 440 square feet. For three car garages, the minimum floor area shall be 660 square feet. Larger garages may be permitted upon approval of the ACC. The third bay of a garage (if any) shall be set back from the other two car bays by at least eighteen (18) inches. Irrespective of whether applicable ordinances or zoning allows for garage forward plans, where feasible, homes should be set back no more than 8’ from the front porch or prominent front facing gable.

7.7 Driveway. All drives shall be concrete or equivalent hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel or asphalt drives will be permitted. Driveway slope and design layout shall be reviewed and approved by the ACC.

7.8 Roadways. Lot Owner shall be responsible for repairing and/or replacing any roadway in the Subdivision damaged during construction of a Dwelling or other improvements on such Owner’s Lot. Damaged roadways shall be removed and replaced per municipal requirements as part of the driveway installation if allowed by the Municipality. The Declarant is responsible for placing the surface course of asphalt on the public roadways, and each Owner is hereby notified that placement of such surface course may occur after the Dwelling, driveway, and other improvements are installed on such Owner’s Lot. Prior to Declarant installing the surface course of paving, the Municipality will inspect base course of the public roadway, and if the Declarant is notified by the Municipality that any portion of such roadway needs repair or replacement as a result of construction activities on such Owner’s Lot, the Owner of the Lot shall be responsible for all costs associated with such repair or replacement.

7.9 Siding. Vinyl, fiber cement or composite siding is allowed for the exterior siding of the Dwellings while fascia and soffit may be aluminum. A minimum of 20% of the front elevation must be stone, brick, manufactured masonry, decorative siding, and/or trim (shake, vertical siding, trim details, etc.). Calculation shall be taken as viewed in two dimensions on the elevation page of the Drawings, with the total square footage of decorative materials on the front elevation being the numerator and the total square footage of the front elevation, minus windows, doors, and shingled roof being the denominator. In addition to the standards set forth in Section 7.2 above, the ACC shall have the right to disapprove the Drawings, exterior colors, or any

portion thereof, for a Dwelling because such Dwelling would be similar in appearance to other Dwellings in close proximity, as determined by the ACC.

7.10 Color of Exterior Surfaces. It is the intent of the ACC to coordinate trim, siding and roofing colors to provide the most aesthetically pleasing combination for a particular Dwelling as well as for the Subdivision development as a whole. As such, and because the colors available in stains and paints vary greatly, the color schemes for each Dwelling and any other improvements must be submitted to the ACC with the Drawings for approval.

7.11 Chimneys. All chimneys and all exterior flues shall be fully enclosed. Brick chimneys shall be corbeled. Direct vent fireplaces will be permitted.

7.12 Wraps and Other Trims. Window and door wraps shall be at least four-inch (4") nominal in width and used on all street frontage locations except on windows with shutters. All corners shall be six-inch (6") nominal trim boards. Frieze or fascia board shall be at least eight-inch (8") nominal width and used below all soffits.

7.13 Roofing. Roofing must be architectural type textured fiberglass or asphalt shingles, wood shakes, tile or slate. Standard "3-tab" non-dimensional shingles are not permitted.

7.14 Roof Pitch. A Dwelling shall have a roof made of dimensional shingles, 30-year or better, with a main roof minimum pitch ratio of 6:12 (6 inches vertical to 12 inches horizontal) and front facing gables minimum pitch ratio of 8:12, or such other pitch as is specifically approved by the ACC.

7.15 Decks and Raised Patios. All decks and raised patios require approval by the ACC. Size and location of decks and patios shall be shown on the Drawings submitted for approval under Section 4.2. Decks may be built of pressure treated lumber for structure, deck and rails and must be stained or painted in a color complementary to the main Dwelling and shall be stained or painted no later than 2 years after installation.

7.16 Fences. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and dwelling codes. No fences or walls shall be erected without prior approval of the ACC. Fences shall not exceed forty-eight inches (48") in height, may be constructed of cedar pickets over pressure treated framework (can be stained or painted, however must be stained or painted no later than 2 years after installation), ornamental/decorative metal (black in color) or composite material. Fences shall follow property lines for side and rear yards. No fences shall be permitted in front yards and shall terminate at or before corners of the front elevation. Fences shall not extend past side-yard setbacks on corner lots. Chain-link, stockade fences and other fencing materials are not allowed. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

7.17 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on or in any roof or any other portion of a Dwelling, on any Lot, or on the unimproved portions of such properties, without written approval of the ACC, and, in each case, in compliance with Municipal

ordinances. Any satellite dish or antenna, if approved by the ACC, shall be properly screened from view.

7.18 Temporary Dwellings. No trailer, basement, tent, shack, garage, barn, or outbuilding or any part thereof, erected on any Lot shall at any time be used as a residence temporarily or permanently.

7.19 Driveways. All driveways from the garage to the public street shall be paved with concrete (cement) or brick within one year from the date of issuance of the building permit. Driveway culverts shall be installed under all driveways by Lot Owner. All driveway culverts shall be arch-shaped with the proper sized culvert pipe as determined by the ACC and as required by the Municipality and shall have apron-end sections on each end. Driveway culverts shall be a minimum of 20 feet long plus the apron end sections.

7.20 Mailboxes. The United States Postal Service requires the use of Cluster Box Units ("CBUs") within the Subdivision. The CBUs shall be located at various locations within the Subdivision and shall be considered part of the Common Area. The Association shall be responsible for maintaining, repairing and replacing the CBUs. The ACC shall re-select the CBUs if the original item is determined to no longer be available. Initial installation of CBUs shall be furnished and installed by the Declarant. Keys to the CBU box for each Lot shall be distributed to the Owner of such Lot upon presentation of a certificate of occupancy for the Dwelling on such Lot to which the CBU box is assigned.

7.21 Landscaping. See Article 10 for Landscape Restrictions.

7.22 Lighting. Exterior lighting on each Lot shall be of such focus and intensity so the residents of adjacent Lots shall not be disturbed.

7.23 Post Light. To provide continuity throughout the Lots, each Lot Owner shall purchase and install as part of their landscape package a post light for the front yard. The post light shall be in conformance with specifications provided by the ACC which shall include shape, color and electrification requirements. Each such post light shall use only a direct wire and shall be controlled by a photocell or timer. The Lot owner shall maintain the fixture and light bulb.

7.24 General. All buildings, dwellings, garages, out buildings, satellite dishes, fences, walls, basketball hoops, lawn ornaments, tennis courts, swimming pools or other structures constructed or erected on any Lot shall be approved prior to construction, in writing, by the ACC, as to placement, landscaping, materials, colors and design.

7.25 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are specifically prohibited) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipality's or other regulatory bodies' requirements. Pools shall be completely enclosed by a wall or fence as required to meet swimming pool code requirements, with a self-closing or self-latching gate or door (at the top of such gate or door) and with at least four feet (4') clearance between the fence and the pool or if code and ordinances allow, an automatic lockable cover. The owner is responsible for ensuring

conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

7.26 Dog Kennels. Dog kennels shall not be allowed on any Lot even if one would otherwise be permitted by Municipal ordinance or code.

7.27 Play Equipment. If an Owner desires to install play equipment or a play set of any size, whether temporary or permanent, said play equipment or a play set must be approved in advance by the ACC and conform to Municipal codes and ordinances. All play equipment and play sets shall be located a minimum of ten feet (10') away from any Lot lines or any environmental boundary.

7.28 Outbuildings. All outbuildings must be approved in advance by the ACC and conform to Municipal codes and ordinances. Outbuildings, such as sheds, shall be single story and erected on permanent foundations and be limited to 8'-0" x 12'-0" in size; provided, that the ACC reserves the right (but shall not be obligated to) approve a larger shed on any Lot, up to the maximum size shed permitted by applicable zoning regulations, if in the ACC's opinion such larger shed is appropriate given the size and layout of such Lot and provided that such Lot shall have visual screening in place or the Owner of such Lot shall have agreed to add screening to such shed area as required by the ACC. Only one (1) outbuilding shall be allowed on any Lot. Finishes of the outbuilding shall match colors and finish quality of the main Dwelling including but not limited to roof, siding, windows, corners, fascia, frieze, trim and other features. Gazebos shall be considered outbuildings under these requirements and can be built in addition to the one shed above only with ACC approval.

7.29 Utilities. All utilities servicing any Lot shall be installed underground.

7.30 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

7.31 Grading. No excess soil may be stored on any Lot (except for prompt use for backfilling, finish grading or landscaping and with proper use of silt fencing) unless in either case contemplated by the approved Drawings. Even if approved, the final grades of a Lot must conform to grading plans approved by the Municipality. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between Dwellings. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the Dwelling.

7.32 Variances. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the ACC. However, the ACC is authorized to grant variances from any provision of this Article VII or this Declaration where such variance would assist in carrying out the Purpose of the Declaration and where strict application of the provision would result in hardship to the person seeking the variance.

ARTICLE VIII

USE RESTRICTIONS

8.1 General Restrictions. No use or activity shall be conducted on or within the Subdivision that is prohibited by any applicable laws, ordinances, statutes, rules and regulations, violates the provisions of any deed, lease or other agreement between Declarant and Owner, or constitutes a nuisance or an environmental hazard.

8.2 Leasing. No Owner may not lease a Dwelling or any portion of a Lot for a term shorter than six (6) months. Owner must provide notice to the Association identifying the Tenant. All leases shall be in writing and shall disclose that the tenants and all occupants of the leased unit are bound by and obligated to comply with this Declaration and the applicable Covenants; provided, however, that this Declaration and the applicable Covenants shall apply regardless of whether such a provision is set forth in the lease.

8.3 Single-Family Residential. Each Lot shall be occupied by a Dwelling used only for single family residential purposes. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a Dwelling as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

8.4 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if no in-person vendor or customer sales are occurring at the home on an ongoing basis.

8.5 Trade. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for a personal business which does not burden the use of the Subdivision by frequent visits of business service providers or customers, or (2) the sale of Lots, subject to the other provisions hereof, or (3) the establishment of model homes by Declarant, its agents for sales of Lots, other builders for the sale of speculative homes or by the Association for conducting its affairs.

8.6 Parking. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot or CBU boxes. Storage or parking of service vehicles, farm tractors, lawn tractors, trailers, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, travel trailers, mobile homes, campers, camping trucks, and other recreational vehicles, inoperable or unregistered vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one forty-eight (48) hour period in any one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC. Semi-tractors and trucks of over one ton capacity shall not be temporarily or permanently kept on any Lot except in conjunction with providing services of a temporary nature to the Owner of such Lot. This shall not prohibit the temporary parking of such vehicles for loading and unloading. There shall be no outdoor parking other than in driveways or marked

parking spaces. No extended vehicle maintenance shall be performed on vehicles parked on any Lot.

8.7 Appearance. Each Owner shall be responsible for maintaining the Lot and structures approved by the ACC in neat appearance.

8.8 Trash. No garbage or refuse shall be placed on any Lot unless in a suitable container. No trash, cuttings, leaves, rocks or earth may be deposited on any Lot or Outlot. Screened composting facilities may be maintained subject to the approval of the ACC. Accumulation of waste, litter, excess or unused dwelling materials or trash other than in appropriate receptacles is prohibited. Trash containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled trash collection. All refuse and garbage receptacles shall be kept in a clean and sanitary condition.

8.9 Nuisances. No activity that is or may become a nuisance shall be permitted on any Lot or Common Area. No odors, noise or light shall be permitted to arise from any Lot or Common Area so as to render any Lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to its occupants. Nuisances shall be defined to include any unsightly, unsanitary, immoral, improper or offensive detrimental conditions existing on a Lot as determined by the ACC. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments, audio equipment and/or audio-visual equipment.

8.10 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

8.11 Patios, Decks and Balconies. Patios, decks and balconies of Dwellings on Lots shall be kept in good condition and maintained in a quality similar to that of any Dwelling on the Lot.

8.12 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner and any such Owner's invitees.

8.13 Pets. Not more than three (3) domestic animals may be permanently kept on any Lot. Households wishing to keep more than three (3) domestic animals (excepting chickens as set forth below) must obtain approval from the Association. All animals other than chickens must be housed within the Dwelling and no external kennels will be allowed. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not. No Owner may keep a dog whose barking creates a nuisance to neighbors. No animal having vicious propensities shall be kept or maintained either inside or outside the principal dwelling. If, in the sole judgment of the Association or the Municipality, any pet is or becomes offensive, a

nuisance, or harmful in any way to the Subdivision or any Owner or otherwise violates the terms of this Section 8.13 or any other rules adopted relating to pets, such pet must immediately and permanently be removed from the Subdivision. When outside the principal residence, dogs must be on leash or under voice control. All pets must be licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances. Owners shall pick up after their pets and properly dispose of all such waste droppings. Notwithstanding any provision of this Section 8.13, chickens shall be permitted in the Subdivision, subject to Municipal ordinances, and shall be housed in a coop built to the standards set forth in Section 7.28 above and also properly fenced. Roosters shall be specifically prohibited. No other shed or other outbuilding shall be allowed on the Lot in addition to the coop. No reptiles or un-caged birds shall be permitted. Possession of pets is a privilege which may be revoked and shall not be considered a property right.

8.14 Activities. No noxious or offensive trade, hobby or any activity may be carried out that is or may become a nuisance to the Subdivision. No loud or unreasonable noise will be permitted. The operation of any motorbike, go-cart, or other motorized device within the Subdivision, unless approved in advance by the Association, shall automatically be deemed a nuisance if the sound generated thereby is an annoyance to neighbors. The operation of snowmobiles or ATVs on any Outlots or other Common Areas within the Subdivision is prohibited.

8.15 Yards. No clotheslines or other clothes-drying apparatus shall be permanently installed upon any Lot. Seasonal decorations are permitted; however, other yard decorations and sculptures, including wildlife reproductions, are prohibited without approval of the ACC.

8.16 Firearms and Hunting. No firearms shall be discharged within the Subdivision. No hunting will be allowed within the Subdivision.

8.17 Signs. No sign, display posters or advertising material of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than six (6) square feet advertising the property for sale. During the initial construction period, up to three (3) signs of not more than six (6) square feet each may be displayed related to the construction, financing or sale of the property. The Declarant may place monuments, marketing or other types of signs, identifying the Declarant and Declarant's sales agent and office, the Subdivision or financing source. An Owner may erect, post or display at locations within a Dwelling which are visible from the public streets, candidate campaign signs (limited to 60 days before and 3 days after election day). The Declarant or Association, as applicable, may remove any non-conforming signs upon 24-hour notice to the Owner. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC. Where Board or ACC consent is sought and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Dwelling. All Signs placed within easements, or the public rights-of-way may also require Municipal approval and/or permits.

8.18 Transfer of Title. Any Owner transferring title to a Lot shall give the Association at least seven (7) days' prior written notice of the transferee's information. The transferring party shall remain liable for all obligations under this Declaration and any applicable Covenants until the Association receives such notice.

8.19 Drainage. No Owner shall alter or obstruct the established drainage over any Lot or between any Lots unless adequate drainage is provided and approved in writing by the Association Board and ACC. Any alteration of established drainage shall comply with all governmental regulations and shall be compatible with the storm water retention plans and facilities approved for the recorded Subdivision plat.

8.20 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more State of Wisconsin Statutes; Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

8.21 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed in the Common Areas.

8.22 No Further Divisions. No Lot may be further subdivided.

8.23 Failure to Enforce Not a Waiver of Rights. The failure of the Association to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or the right to enforce any other restriction.

ARTICLE IX

UTILITY SYSTEMS

9.1 Access, Easements and Rights-of-Way. No Owner may grant any access, easement, right-of-way, or sell lands or use other means to give adjacent lands access to any Lot or Lots.

9.2 Utilities. Except for temporary service during construction, all electrical, telephone, natural gas and other utility lines within the Subdivision shall be constructed underground. To the extent practical, such utility lines and utility easements shall be adjacent to driveways.

ARTICLE X

LANDSCAPING RESTRICTIONS

10.1 Master Grading Plan. Declarant has established a master surface drainage plan (the "Master Grading Plan") consistent with the master grading plan on file with the Municipality designating the manner in which each Lot shall drain in relation to all other Lots.

Compliance with all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Weather permitting, within sixty (60) days after substantial completion of a Dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not guarantee or represent that the Master Grading Plan will achieve any particular effect. Dwelling envelopes are shown on the final plat for each Phase. Any deviations to the Master Grading Plan shall require prior review and approval by the Association and appropriate Municipality officials.

10.2 Existing Vegetation. The existing tree line on each Lot shall not be moved or destroyed unless approved by the ACC. In the event such tree line is moved or destroyed without approval, the ACC may require replacement of same with the cost borne by the Owner.

10.3 Plantings. Each Lot with a Dwelling in the Subdivision must plant and maintain a minimum of 600 points of landscaping per lot according to the Landscape Point Schedule as attached Exhibit C, within twelve (12) months of occupancy, in accordance with the landscape improvements standards set forth in Exhibit C. Such minimum 600 point requirement is exclusive of points allowed for street trees. The Association, Declarant, and/or ACC shall have the right to assess a fine of \$100 per month against any Lot that is not in compliance with this Section 10.3.

10.4 Landscaping in Easements. No structure, planting or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may change direction or impede the flow or surface water in drainage channels in the easement. The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Lot Owner shall not change the finished grade on a utility easement by more than 6 inches without the consent of the utility company.

10.5 Lawn Trees. Lawn trees shall be planted within 30 days of occupancy of the Dwelling or upon completion of construction and final grading, whichever occurs first except that trees are not required to be planted during winter months when the ground is frozen but rather shall be planted as soon as weather conditions permit.

10.6 Lawns. Each Lot Owner shall be responsible for installing and maintaining a lawn or landscaping on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This lawn must be installed within sixty (60) days of obtaining occupancy of the Dwelling, winter weather permitting; provided, that other materials shown on Drawings approved by the ACC are allowable around the foundation of a Dwelling and paved surfaces,

including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. Lot owners are required to maintain lawns in any easements or rights-of-way on or adjacent to their Lot, up to the roadway pavement, and including grassed stormwater swales. All yards shall be fertilized and sodded, or fertilized, seeded and mulched.

10.7 Grassed Stormwater Swales. Swales should be inspected periodically during the first year of use and after all major storm events in perpetuity for possible erosion to the channel. Trash and other debris should be removed seasonally. Channelization, barren areas, and low spots within the channel should be repaired and reseeded.

10.8 Natural Vegetative Cover. Vegetative cover may be, but not limited to, natural prairie flower and similar. Vegetative cover is limited to the rear yard and expressly prohibited in the front or side yards. Vegetative cover must be properly maintained with no overgrowth or weeds. Proposed vegetative cover must be included in the Drawings submitted under Section 4.2 and approved by the ACC.

10.9 Time to Install. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install a lawn as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The total cost of materials, labor (wages and fringe costs), taxes, supervision and overhead to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for lawns does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within sixty (60) days of proper growing conditions. The growing season for this area is anticipated to be from mid-April to mid-October.

10.10 Garden Plots. Gardens are allowed without prior approval and shall not be placed in the front or side yards. Raised garden beds will require prior approval of the ACC, shall be no more than 5' x 16' size, shall have a maximum height of 32", and shall be built from natural materials. Raised garden beds shall be limited to four beds per lot and must be located in the rear yard.

10.11 Irrigation. Underground irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers, rain gauges and sprinkler heads consistent with the size of the Lot.

10.12 Easements Plantings. Plantings in public, private and utility easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality or easement holder and may be subject to damage or removal for maintenance and/or repair operations.

10.13 Maintenance of Landscaping. The maintenance of the plantings and yard areas is the responsibility of the Lot owner. Any trees or shrubs which die shall be removed by the Lot owner and replaced with a variety of the same size as the original plant at the time of planting so

as to maintain the original landscaping elements. The use of plantings in excess of those requirements above is encouraged. However, the complete screening of the front yard area is prohibited.

ARTICLE XI

COMMON AREAS

11.1 Common Areas. The Declarant has or will create common areas for the benefit of the Subdivision (the “Common Areas”). These areas may be on property owned by the Declarant, Association, other private or public entities or applicable government bodies, including within rights-of-way and publicly dedicated outlots. The intent of the Common Areas is to enhance the visual appeal of the Subdivision and provide a common linkage throughout. The Association shall be responsible for the maintenance, budgeting and assessment expenses for the Common Areas.

The Common Areas include all those areas located in the Subdivision that are intended for common use or are necessary or convenient for the existence, maintenance or safety of the Subdivision. The Common Areas will initially include monument signage and associated landscaping; the Outlots; detention basin landscaping where basins are located on Outlots and detention basin landscaping and structure maintenance where basins are located within easements on private property; any multi-use recreational paths as shown on the Subdivision plat; and any other areas designated as outlets on the Subdivision plat.

11.2 Maintenance. The Association shall provide for the care, operation, management, maintenance and repair of the Common Areas in accordance with the standards and requirements set forth in Exhibit D attached hereto. The Association shall maintain the Common Areas in good and safe condition, including, without limitation, performing lawn care and snow removal, and assess the cost of maintenance of the Common Areas as provided herein. Common Area landscaping, berms, grading and drainage, pathways or monumentation may not be removed or substantially altered without written approval by the Association, and without written approval of the Municipality, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damaged structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Each Owner shall reimburse the Association for the cost of the Association’s repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner’s family, guests, invitees or tenants.

11.3 Assessments. The Association Board shall levy annual general assessments (“General Assessments”) against each Lot for the purpose of maintaining a fund from which all expenses incurred in connection with the management and maintenance of the Common Areas and administration of the Association (“Common Expenses”) may be paid. Common Expenses include, but are not limited to, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to Common Areas; common grounds security lighting; municipal utility services; enforcement of this Declaration; maintenance and management expenses, and debt service. The General Assessments shall be assessed pro rata based on the ratio of the number of Lots owned by each Owner to the total Lots in the Subdivision (excluding any Phase

for which a final plat has not been recorded, i.e. as of the date of execution of this Declaration, because only the Phase 1 Final Plat has been recorded, each Lot shall be assessed based on a 1/45th pro rata share of the Lots in the Phase 1 Development). General Assessments shall be due in advance on the first day of each year, or in such other manners as the Association may determine. Any General Assessment not paid when due shall bear interest at a rate of ten percent (10%) per annum until paid and, together with interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

The Association Board, on behalf of and pursuant to its obligations with the Association, may, whenever necessary or appropriate, levy special assessments ("Special Assessments") against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Areas or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. The Special Assessments shall be assessed in the same manner as General Assessments. Special Assessments shall be paid at such times and in such a manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest at a rate of twelve percent (12%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

The Association Board, on behalf of and pursuant to its obligations with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges that were assessed or accrued upon the Lot owned during the period of ownership. The Association Board, on behalf of and pursuant to its obligations with the Association, may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought at the Association Board's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association or Association Board securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

So long as the Declarant owns any Lots subject to these covenants, the Declarant shall be liable for assessments on any Lots it owns, whether developed or not, that are subject to assessment under this Section; provided, however, the Declarant may satisfy its obligation to pay assessments either by paying such assessments in the same manner as any other Owner, or by paying any shortfall under the Common Expense budget resulting from events other than failure of other Owners to pay their assessments. Any of the Declarant's financial obligations to the Association may be satisfied in cash or by "in kind" contributions of services or materials, or by a combination of these.

DECLARANT, THE ASSOCIATION AND ALL OWNERS OF ANY LOTS HEREBY WAIVE NOTICE AND PROTEST OF ANY TAX OR ASSESSMENTS LEVIED AGAINST SUCH LOTS PURSUANT TO THIS ARTICLE VII.

11.4 Association Insurance.

(a) The Association shall obtain and maintain Association Insurance including General Liability insurance and Director and Officer insurance.

(b) Association Insurance proceeds for casualty loss shall be for the benefit of the Association to finance reconstruction of damaged Common Areas. Liability coverage and other insurance proceeds shall be applied as the Association directs.

(c) All premiums for Association Insurance shall be a Common Expense, except that any increase in the rating or premium charged for any such insurance caused by the character or use of a particular Lot shall be allocated solely to its Owner.

(d) No Owner shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (1) result in termination of any such policies, (2) adversely affect the right of recovery thereunder, (3) result in reputable insurance companies refusing to provide such insurance or (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner responsible for such increase shall pay the same. The Association reimbursement right is without prejudice to any other Association remedy and may be enforced by special assessment against the particular Lot involved.

11.5 Budget for Common Areas. The Board shall prepare an annual budget as provided by the Bylaws of the Association. At least sixty (60) days prior to the beginning of each fiscal year (as defined in the Bylaws), the Association Board shall prepare a budget of the estimated Common Expenses for the coming year. The Association Board shall send a copy of each applicable budget and a notice of assessment to be levied to each Owner at least thirty (30) days prior to the beginning of each fiscal year. The budget shall automatically become effective unless disapproved by Owners representing at least seventy-five percent (75%) of the total Lots in the Subdivision at a meeting called within ten (10) days following delivery of the budget. If any proposed budget is disapproved or the Association Board fails to prepare a budget for any year, the budget most recently in effect shall continue in effect until a new budget is prepared, at which time the Association Board may retroactively assess any shortfall. The Association Board may revise the budget and adjust assessments anytime during the year, subject to the same rights of Owners to disapprove as provided herein.

11.6. Condemnation of Common Areas. If a governmental authority takes any part of the Common Areas, the Association shall provide notice to Owners and the Association shall be entitled to receive all of the proceeds received from such condemnation.

11.7 Damage to Common Areas. In the event of damage to the Common Areas, the Association shall repair or reconstruct damaged Common Area improvements unless Owners representing at least seventy-five percent (75%) of the total Lots in the Subdivision decide within sixty (60) days after the loss not to repair or reconstruct.

11.8 Sale of Common Areas. If any Common Areas are titled in the name of the Association, the Association may sell any portion of such Common Areas upon the approval of Owners representing at least seventy-five percent (75%) of the total Lots in the Subdivision. If the Declarant owns any Lot, the Declarant's consent shall also be required for any sale of Common Areas. The Association shall be entitled to the proceeds received from such sale to be used as the Association Board determines.

ARTICLE XII

EASEMENTS

12.1 Easement in Favor of Owners. Each Owner is hereby granted a nonexclusive easement for use of and access to the Common Areas, subject to applicable restrictions, covenants, Rules and regulations. Such easement extends to the Owners' family, invitees and lessees.

12.2 Easement in Favor of Association. The Association is hereby granted a nonexclusive easement over the Subdivision to permit the Association to enforce the Declaration. As provided on the Phase 1 Final Plat, and as will be provided on the final plat for future Phases, there are easements located on various Lots for overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, Association, ACC or other utility entity to maintain, repair and access the Lots as may be required from time to time.

12.3 Emergency Vehicle Access and Recreational Trail Easement. The Declarant reserves an emergency vehicle access and recreational trail easements as described and as set forth in the Phase 1 Final Plat. The Declarant may assign the easement to the Association or the Municipality and upon such an assignment, the Association or Municipality shall have the right under the easement to enter the easement to install, maintain and/or replace the path as needed and maintain the easement area. Pursuant to Article XI hereof, the Association shall be responsible for maintenance and snow removal in the emergency vehicle access easement.

12.4 Right of Entry. A right of entry to each Lot is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot may be made immediately, whether the Owner or Occupant of such Lot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of the Association Board, such entry was for emergency purposes.

ARTICLE XIII

DISCLOSURES TO OWNERS

13.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

(a) May use unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales office, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Dwellings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Dwellings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a temporary or permanent residence by any Owner or other person, it may not thereafter be used as a "model home".

(b) Shall have the right to submit all or some unsold Lots as a site for a Parade of Homes ("Parade") or similar real estate marketing program. In the event Lots are selected for a Parade, this Declaration shall be deemed temporarily altered, to the extent necessary, to permit such a Parade to be conducted in accordance with the current Parade rules and checklists. The temporary alteration of the covenants shall expire 48 hours after the conclusion of the Parade.

(c) Shall have the right, within one (1) year after conveyance of a Lot by Declarant, to grant or reserve to itself or its nominee an easement upon, over, through and across such Lot as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage, grading, or public purposes including, but not limited to, cable television or master antenna service. Any such easements shall cover an area extending no more than ten (10) foot feet onto such Lot from the Lot line thereof.

(d) Shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

13.2 Right to Change Development. So long as the Declarant owns any Lot, Declarant shall have the right to make changes in the uses or density of property within the Subdivision, or add land to the Subdivision, or (until a final plat for the Phase 2 Development is recorded) to remove the land comprising the Phase 2 Development from the Subdivision, or (until a final plat for the Phase 3 Development is recorded) to remove the land comprising the Phase 3 Development from the Subdivision, and Owners agree that neither they nor the Association shall challenge or protest such changes or additions. Any land added to the Subdivision shall be subject to this Declaration, and any land removed from the Subdivision shall no longer be subject to this Declaration, and this Declaration shall be amended to reflect as much. Notwithstanding the foregoing, Owners are informed that Declarant has donated or will donate Outlot 2 as shown on the Phase 1 Final Plat to the Lake Ripley Management District, and that Outlot 2 will, as of the date of such donation, be removed from the Subdivision, and the Lake Ripley Management District and its successors and assigns shall thereafter not be bound by this Declaration and shall have no rights or obligations hereunder.

13.3 View Impairment. Neither the Declarant nor the Association guarantee or represent that any view will be preserved without impairment. Owners shall have no easements for view purposes or for light or air.

13.4 Use of Common Areas. Owners shall assume the risk of injury resulting from use of the Common Areas. Declarant and Association may impose rules and restrictions regarding the use and the protection of the Common Areas.

13.5 Adjacent Properties Used for Agricultural Purposes. Property located within, adjacent or in close proximity to the Subdivision, including but not limited to the land comprising the Phase 2 Development and Phase 3 Development, may be used for agricultural purposes and/or feeding and maintaining cattle. During such agricultural use, sights, odors and noises may emanate from such property. Such noise is likely to be performed early in the morning or in the evening hours. Declarant and Association shall have no obligation to take action to abate any sights, odors or noises associated with adjacent properties used for agricultural purposes nor shall they be liable for any claim of damages or injury arising out of or related to such sights, odors and noises resulting from such agricultural activities

13.6 Exclusive Rights to Use Name of Development. No Person shall use the name “The Preserve at Oakland” or any derivative of such name in any logo or depiction associated with the Subdivision, in any printed or promotional material or in the name or product of any business without the Declarant’s prior written consent. However, Owners may use the name “The Preserve at Oakland” in printed or promotional matter where such term is used solely to specify that particular property is located within the Subdivision, and the Association shall be entitled to use the word “The Preserve at Oakland” in its name.

ARTICLE XIV

DURATION, MODIFICATION AND REPEAL

14.1 Duration of Declaration. This Declaration shall continue and remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject, however, to the right to terminate, extend, modify or amend as provided herein) for a period of twenty-five (25) years from the date this Declaration is Recorded. The Declaration as in effect immediately prior to the expiration date shall be continued automatically for an additional ten (10) years and thereafter for successive ten (10) year periods unless the Declaration is terminated as set forth herein.

14.2 Termination and Modification. This Declaration, or any provision thereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the Owners of seventy-five percent (75%) of the Lots subject to the Declaration. Notwithstanding anything to the contrary contained herein, during the period Declarant owns any Lot or for a period of fifteen (15) years from the date this Declaration is recorded, whichever period is longer, Declarant may unilaterally terminate, extend, modify or amend this Declaration. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed, acknowledged, and recorded. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate this Declaration, a maintenance and operation plan for the Common Areas and stormwater facilities shall be presented and approved by the Municipality prior to such termination.

ARTICLE XV

ENFORCEMENT

15.1 General Remedies. If any Owner or any tenant, guest, or invitee of such Owner fails to comply with this Declaration or the Bylaws, such Owner shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Lot improvements constructed without ACC approval), subject to any other remedy provided by this Declaration, the Bylaws of the Association, or at law, or all of the above, as a result of such noncompliance.

15.2 Remedies for Breach. Violation or breach of any restriction herein contained shall entitle the Association the right to enter upon the property with respect to which said violation or breach exists and summarily to remove at the expense of the Owner, any structure, thing or condition that may be or exist thereon contrary to this Declaration and may, in addition thereto, prosecute a proceeding in any court of competent jurisdiction against the person or persons who have violated or are attempting or threatening to violate any of this Declaration and may enjoin any such violation or breach, and may prosecute any and all remedies permitted them at law or in equity. In addition, in the event of a violation of this Declaration, the Association shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including but not limited to attorneys' fees and costs which shall constitute a lien upon the violator's Lot.

15.3 Deed to Constitute a Nuisance. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such result and may be exercised by the Association.

15.4 Attorneys' Fees and Expenses. In any legal or equitable proceedings for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorneys' fees and all other expenses of the prevailing party or parties in such amount as may be fixed by the court in any such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

15.5 Failure to Enforce Not a Waiver of Rights. The failure of the Association to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or the right to enforce any other restriction.

15.6 Enforcement of Declaration. The Association shall have the power to impose sanctions for any violation of this Declaration. The Association Board shall comply with the procedures in (a)-(d) below prior to imposition of sanctions.

(a) The Association Board or its delegate shall serve the alleged violator with written notice describing: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) that the alleged violator shall have fourteen (14) days to present a written request for a hearing before the Association Board; and (iv) a statement

that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within fourteen (14) days of the notice.

(b) The alleged violator shall respond to the notice of the alleged violation in writing within such fourteen (14)-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Association Board in writing within a fourteen (14)-day period the Association Board may, but shall not be obligated to, waive the sanction. Such a waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Association Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14)-day period.

(c) Prior to the effectiveness of sanctions imposed pursuant to this Section, proof of proper notice shall be placed in the minutes of the Association Board. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered into by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

(d) If a hearing is requested within the allotted fourteen (14)-day period, the hearing shall be held before the Association Board. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meetings of the Association Board shall contain a written statement of the results of the hearing (i.e., the Association Board's decision) and the sanction, if any, to be imposed.

ARTICLE XVI

MISCELLANEOUS

16.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

16.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

16.3 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

16.4 Remedies. All remedies herein are cumulative.

16.5 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

16.6 Successors and Assigns. The covenants and agreements set forth in this Declaration, and the easements granted hereunder, shall be perpetual, shall bind Declarant and the Association and their successors and assigns, and shall run with the land.

16.7 Assignment of Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he, she or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term Declarant as used herein includes all such assignees and their heirs, successors and assigns. If at any time the Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as this Declaration may be terminated, extended, modified or amended under Article XIV.

16.8 Rights of Mortgagees. All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages now or hereafter executed upon land subject to this Declaration, and none of said Declaration shall supersede or in any way reduce the security or affect the validity of any such mortgage; provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or strictly foreclosed, any purchaser of such sale and his, her or its successors and assigns, or the mortgagee as the case may be shall hold any and all property so purchased or strictly foreclosed subject to all of the restrictions and other provisions of this Declaration, and shall be liable for any applicable assessments pending or imposed hereunder.

16.9 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the paragraphs to which they refer.

16.10 Governing Law; Partial Invalidity. This Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. If any term of this Declaration shall to any extent be held invalid or unenforceable, the remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

16.11 Notices. Notices to the Developer shall be given to the Declarant at the following address: PO Box 351 Cambridge, WI 53523. Notices to one owner of any Lot within the Subdivision shall be given care of the street address of the Lot. Any party may change its address by written notice given to the other parties. Either party, their successors and assigns, may change said addresses by notice properly given hereunder.

16.12 Private Right of Action. Neither the Association, the Association Board, nor the ACC shall be legally responsible for inspecting any construction to ensure compliance with the approved plans, but any Lot owner, including the Declarant, shall have the right to bring legal action to enjoin any noncompliance or violation as set forth herein.

(Signatures appear on the following pages)

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the ____ day of _____, 2025.

OAKLAND HILLS, LLC

By: _____

Name/Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, _____, the _____ of _____, LLC, a Wisconsin limited liability company, known to me to be who executed the above Declaration and acknowledged the same.

Name: _____

Notary Public, State of Wisconsin

My Commission: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THE PRESERVE AT OAKLAND

A part of the Southeast one-quarter of the Southwest one-quarter and part of the Southwest one-quarter of the Southwest one-quarter, of Section 4, and part of Southeast one-quarter of the Southeast one-quarter, of Section 5, all of Town 6 North, Range 13 East, in the Town of Oakland, Jefferson County, Wisconsin, being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 4, thence, along the South line of said Southeast one-quarter of Section 5, North 88°51'29" West 1330.62 feet to the Southwest corner of said Southeast one-quarter of the Southeast one-quarter;

thence, along the West line of said Southeast one-quarter of the Southeast one-quarter, North 01°21'03" East, 550.16 feet to the Southwest corner of Lot 1 of Certified Survey Map (CSM) No. 1860, recorded as Document No. 807902;

thence, along the Southerly line of said Lot 1, North 74°53'38" East, 411.69 feet;

thence, continuing along said Southerly line, South 88°55'03" East, 282.32 feet to the Southeast corner of said Lot 1;

thence, along the East line of said Lot 1, North 00°31'45" East, 372.71 feet to the Southwest corner of the Parcel described in Document No. 674881;

thence, along the Southerly line of said Parcel, North 86°58'53" East, 150.00 feet to the Southeast corner of said Parcel;

thence, along the East Line of said Parcel, North 00°36'10" East, 215.38 feet to a point on the Southerly right-of-way line of US. Highway 18 per Document Nos. 455662 and 865163;

thence, along said Southerly right-of-way line, the following courses:

1. thence South 88°54'10" East, 24.91 feet;
2. thence South 66°59'37" East, 80.77 feet;
3. thence South 88°57'15" East, 99.93 feet;
4. thence North 82°37'18" East, 101.11 feet;
5. thence South 88°56'34" East, 300.25 feet;
6. thence North 85°17'07" East 100.62 feet;
7. thence South 88°32'59" East, 208.26 feet to the Northwest corner of Lot 1 of CSM No. 1873, recorded as Document No. 810059;

thence, leaving said Southerly right-of-way line along the West line of last said Lot 1, South 01°09'36" West, 404.72 feet to the Southwest corner of last said Lot 1;

thence, along the South line of last said Lot 1, South 88°55'14" East, 536.37 feet to the Southeast corner of last said Lot 1;

thence, along the East line of last said Lot 1, North 00°12'04" East, 414.14 feet to the Northeast corner of last said Lot 1, lying on aforesaid Southerly right-of-way line of U.S. Highway 18;

thence, along said Southerly right-of-way line, the following courses:

1. thence South 88°56'44" East, 412.32 feet;
2. thence South 83°11'59" East, 150.75 feet;

3. thence South $88^{\circ}54'37''$ East, 200.00 feet;
4. thence North $84^{\circ}55'43''$ East, 140.21 feet to the beginning of a non-tangent curve, being concave Southerly, having a radius of 2804.79 feet and a chord which bears South $87^{\circ}45'19''$ East, 112.34 feet;
5. thence Easterly, 112.34 feet along the arc of said curve through a central angle of $02^{\circ}17'42''$;
6. thence South $25^{\circ}45'19''$ East, 30.06 feet to its intersection with the Westerly line of the Parcel conveyed to the Town of Oakland by Document No. 665208, which was subsequently conveyed to the Wisconsin Department of Transportation by Document No. 864207;

thence, along said Westerly line, South $03^{\circ}53'39''$ West, 143.76 feet to the beginning of a tangent curve, being concave Westerly, having a radius of 510.27 feet and a chord which bears South $18^{\circ}35'12''$ West, 258.79 feet;

thence, continuing along said Westerly line, Southerly, 261.65 feet along the arc of said curve through a central angle of $29^{\circ}22'46''$ to the Point of Tangency thereof, lying on the centerline of County Road "A";

thence, along said centerline, South $33^{\circ}16'35''$ West, 202.59 feet;

thence, leaving said centerline, South $56^{\circ}43'25''$ East, 48.00 feet to a line lying 48.00 feet Southeasterly, as measured at right angles and parallel to, said centerline;

thence, along said parallel line, South $33^{\circ}16'35''$ West, 346.46 feet to a point on the North line of the Parcel described in Document No. 1358659;

thence, along said North line, North $87^{\circ}57'35''$ West, 56.05 feet to a point lying on said centerline;

thence, along said centerline, South $33^{\circ}03'20''$ West, 404.78 feet;

thence, continuing along said centerline, South $31^{\circ}20'33''$ West, 19.75 feet to its intersection with the South line of aforesaid Southwest one-quarter of Section 4;

thence, along said South line, North $88^{\circ}55'38''$ West, 1342.18 feet to the POINT OF BEGINNING.

The above-described Parcel contains 3,175,196 sq. feet or 72.892 acres, more or less, and is SUBJECT TO all easements and agreements of record and/or fact.

EXHIBIT B
BYLAWS OF
THE PRESERVE AT OAKLAND HOMEOWNER'S ASSOCIATION, INC.

RECITALS

THIS BYLAWS OF THE PRESERVE AT OAKLAND HOMEOWNERS ASSOCIATION, INC. ("Bylaws") is made and entered this ____ day of _____, 2025, by Oakland Hills, LLC, a Wisconsin limited liability company ("Declarant").

WHEREAS, Declarant owns a parcel of land located in the SE 1/4 and the SW 1/4 of the SW 1/4 of Section 4, and part SE 1/4 of Section 5, Township 6 North, Range 13 East, Town of Oakland, Jefferson County, Wisconsin ("Property"), as more particularly described on Exhibit A attached and incorporated herein.

WHEREAS, Declarant intends to construct on the Property a single-family subdivision ("Subdivision") consisting of 100 residential Lots (as hereinafter defined) and seven Outlots, as depicted on the Preliminary Plat attached to this Agreement as Exhibit B (the "Preliminary Plat")

WHEREAS, Declarant intends to develop the Subdivision in three (3) phases, each as shown on the Preliminary Plat, the first phase of which shall consist of Lots 1–45 and Outlots 1–2 (the "Phase 1 Development"), the second phase consisting of Lots 46–82 and Outlots 3–5 (the "Phase 2 Development"), and the third phase consisting of Lots 83–100 and Outlots 6–7 (the "Phase 3 Development") (each, a "Phase")

WHEREAS, concurrent with the execution of these Bylaws, Declarant has recorded with the Jefferson County Register of Deeds a final plat for the Phase 1 Development ("Phase 1 Final Plat"), which Phase 1 Final Plat is consistent with the depiction of the Phase 1 Development as shown on the Preliminary Plat

WHEREAS, at the time of recording of the Phase 1 Final Plat, the Declarant desires to subject the Property to control by an Association, hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot (as hereinafter defined).

WHEREAS, The Declarant desires to record these Bylaws to ensure the smooth and seamless operation of the Association.

DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

"Association" shall mean The Preserve at Oakland Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Plat.

“Board” or “Board of Directors” shall mean the governing body of the Association, elected according to these Bylaws.

“Bylaws” shall mean the Bylaws of the Association as adopted by the Board.

“Common Property” shall mean any property owned, leased or used by the Association for the common use and enjoyment of the Members

“County” shall mean the County of Jefferson, Wisconsin.

“Declarant” OR “Developer” shall mean Oakland Hills, LLC and its successors and/or assigns

“Lot” shall mean a platted lot intended for construction of a Dwelling as shown on the final recorded Plat for a Phase of the Subdivision. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

“Meeting” shall mean a deliberation of a quorum of the voting Board of Directors

“Member” OR “Owner” shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title

“Mortgage” shall mean a recorded first lien mortgage against a Lot, a dwelling or the vendor’s interest under a recorded first lien land contract relating to a Lot.

“Mortgagee” shall mean the holder of a Mortgage.

“Municipality” or “Municipal” shall mean the Town of Oakland, Wisconsin.

“Plat” shall mean all of the Lots, provided that Lots in the Phase 2 Development and Phase 3 Development shall become “Lots” for purposes of these Bylaws only (and automatically) upon recordation with the Jefferson County Register of Deeds of a final plat for the Phase 2 Development or the Phase 3 Development, respectively.

“Voting” shall mean casting of votes by Members, either in person or through proxies

ARTICLE 1 APPLICATION AND ORGANIZATION

1.1. NAME. The name of the corporation shall be The Preserve at Oakland Homeowners’ Association, Inc. (“Association”).

1.2. APPLICATION. These Bylaws are adopted pursuant to the Declaration of Covenants, Restrictions, and Conditions for Lots 1 through 100 and Outlots 1 through 7 of the Subdivision Plat of Oakland Hills Subdivision (“Declaration”) and the Articles of Incorporation for the Association (“Articles”). Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

1.3. INITIAL ORGANIZATION. Notwithstanding any provision set forth in these Bylaws to the contrary, the Declarant shall designate, in Declarant’s sole discretion, the initial

Board of Directors, which shall not exceed three (3) in number, none of whom must be Members. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board of Directors, or its officers, by the Articles, the Declaration, these Bylaws or the Wisconsin Nonstock Corporation Law (Wisconsin Statutes Chapter 181 as amended from time to time), until the earliest of: (i) the year in which Declarant no longer owns any interest in any Lot subject to the Declaration; (ii) fifteen (15) years from the recording date of this document or (iii) upon such earlier time as may be designated by Declarant. ("Initial Term").

1.4. LOCATION. The principal office of the Association shall be at places as the Board of Directors may from time to time determine or the Association may from time to time require.

ARTICLE 2 VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

2.1. VOTING.

a. The Lot Owner(s) of each Lot shall be entitled to one (1) vote in the Association for each Lot owned. No Member shall be permitted to vote if such Member is more than thirty (30) days delinquent in the payment of any amount due to the Association.

b. In the event a Lot is owned by more than one (1) person or entity, only one (1) person or entity shall be entitled to vote and the person or entity who shall be entitled to vote for the Lot shall be the person or entity named on a certificate executed by all of the co-owners of the Lot and filed with the Secretary of the Association.

c. There shall be no cumulative voting.

2.2. MAJORITY.

a. The term "majority" shall mean fifty percent (50%) of the votes to be cast on the particular matter to be voted upon, plus one.

b. A matter shall be deemed approved if approved by a majority of the Members.

2.3. QUORUM. Except as otherwise provided in these Bylaws, the presence in person or by proxy of two-thirds (10%) of the holders of votes in the Association shall constitute a quorum.

2.4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3 MEETINGS

3.1. ROSTER OF MEMBERS. The Association shall maintain a current roster of names and addresses, including e-mail addresses, of every Member. Each Member shall be given notice of all meetings of Members of the Association. Every Member shall furnish the

Association with his or her name and current mailing address. No Member may vote at meetings of the Association until the foregoing information is furnished.

3.2. PLACE OF MEETINGS. Meetings of the Association shall be held at such place as designated by the Board of Directors.

3.3. ANNUAL MEETING. The annual meeting of the Association shall be held on or about the first Sunday of February of each year. At the annual meeting, one (1) or more members of the Board of Directors may be elected by the Members in accordance with the requirements of Section 4.2 of these Bylaws. The Board of Directors may also transact such other business of the Association as may properly come before them. The Secretary shall electronically transmit and/or mail a notice of each meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting. The Members may also transact such other business of the Association as may properly come before them.

3.4. Special Meetings. The President shall call a special meeting of the Members if directed by resolution of the Board of Directors or upon a petition signed by a majority of the Members and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of a majority of the votes present, either in person or by proxy.

3.5. NOTICE OF MEETINGS. The Secretary shall electronically transmit or mail a notice of each meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (3) days but not more than thirty (10) days prior to such meeting, unless waivers are duly executed by all Members. The transmittal or mailing of a notice in the manner provided in this Section 3.5 shall be considered notice served, and such notice shall be effective upon the date of transmittal or mailing.

3.6. ADJOURNED MEETINGS. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7. VIRTUAL MEETINGS If any meeting of Members can not be held in person or any Member attend a meeting in person, a virtual meeting may be held with proper meeting notice “

3.8. ORDER OF BUSINESS. The order of business at all meetings of the Members shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.

- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Report of committees.
- f. Election of directors (when applicable).
- g. Old business.
- h. New business.

3.9. BOARD QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at all Board of Directors meetings. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

3.10 ACTION TAKEN WITHOUT A MEETING Any action that can be taken at a meeting of the members can be taken without a meeting by:

- a. Giving notice to all members of the action to be taken
- b. Obtaining signatures of the number of Members that would be required to approve such action at a meeting.

ARTICLE 4 BOARD OF DIRECTORS

4.1. NUMBER AND QUALIFICATION. After the Initial Term, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) Directors. All Directors shall be Lot Owners or an officer or equity holder in a Lot Owner if the Lot Owner is an entity.

4.2. ELECTION AND TERM OF OFFICE. At the earliest of the events specified at Section 1.4, the Board of Directors shall call a meeting of the Members to elect new Directors to replace Declarant appointed Directors. The terms of office of the Directors elected by the Members shall be fixed for two (2) calendar years, for President and Vice president and one (1) calendar year for all other officers. All subsequent regular terms for Directors shall be two (2) years for all officers.

4.3. POWERS AND DUTIES. The Board of Directors shall have the powers necessary to administer the Subdivision in accordance with the Declaration, including the power to do the following:

- a. Make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Subdivision, and Outlots.

b. Make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common areas as required under the Declaration or for such other purposes as fall within the responsibility of the Association and general powers of the Board of Directors.

c. Subject to Section 4 of the Declaration, designate no fewer than three (3) members of the Board of Directors to the Architectural Control Committee.

d. Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Association.

e. Satisfy all liens against the Association and pay necessary expenses connected therewith.

f. Employ a professional property manager, management company or managing agent to perform such duties as the Board of Directors shall authorize including but not limited to, the duties listed in this section.

g. Perform such other functions as required by law.

4.4. COMPENSATION. No fee or other compensation shall be paid to any Director at any time except by specific resolution of the Members.

4.5. REIMBURSEMENT OF EXPENSES. Directors shall be entitled to reimbursement of all expenses incurred as Directors.

4.6. VACANCIES. A vacancy on the Board of Directors created by any reason other than removal by a vote of the Members or the resignation of the Declarant appointed Directors shall be filled by vote of the majority of the remaining Directors, even if they constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7. REMOVAL OF DIRECTORS. At any regular or special meeting of the Members duly called, any one or more of the Directors elected by the Members may be removed with or without cause by a majority of the Members and a successor elected by the Members to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

4.8. FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Association responsible for the Association furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.9. LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association or Members for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or nonaction

based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.10. INDEMNITY OF DIRECTORS AND OFFICERS. Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by, imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such Director or officer. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a common expense.

4.11 ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall use its good faith efforts to maintain the "spirit" of the subdivision, as set forth in Section 4 of the Declaration. The decision of the majority of the members of the Architectural Control Committee shall be final and binding upon all parties. It is not intended that the Architectural Control Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Architectural Control Committee shall not have liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. Architectural Control Committee members shall be subject to removal, replacement, and/or appointment as follows: (i) by majority vote of the Architectural Control Committee members in attendance at an Architectural Control Committee meeting called by one (1) or more Architectural Control Committee members for that purpose; and/or (ii) by majority vote of the Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owners meetings called to remove, replace, and/or appoint Architectural Control Committee members shall require not less than ten (10) days' written notice to at least one (1) owner of each Lot, by personal delivery or by First Class U.S. Mail addressed to the last known owner and address as shown on the most recent tax bill.

ARTICLE 5 OFFICERS

5.1. DESIGNATION. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors and serve one (1) year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary. The same person may

hold multiple offices except that the person holding the office of President may not also hold the office of Vice President.

5.2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Members at the annual meeting. Officers shall hold office at the pleasure of the Board of Directors.

5.3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the Board of Directors, any officer may be removed, either 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 such purpose.

5.4. PRESIDENT. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which usually vested in the office of president of a nonprofit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5. VICE PRESIDENT. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint a director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties imposed by the Board of Directors from time to time.

5.6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the Association. The Secretary shall have charge of such books and papers as the Board of Directors directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7. TREASURER. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board of Directors.

5.8. COMPENSATION. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Members.

ARTICLE 6 FISCAL MATTERS

6.1. BUDGET AND ASSESSMENTS. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots. The budget shall include amounts representing assessments which are bad debts, and may but need not include a replacement reserve, in each case which shall constitute part of the general assessments. The Association may also levy: (i) special assessments on all Lots for any purpose for which a general assessment may be levied; and/or (ii) fines against particular Lot Owners for the purpose of

collecting any amounts due the Association or enforcing compliance of such Lot Owners with any provision of the Declaration, the Bylaws or any rules and regulations promulgated by the Board of Directors. The Board of Directors may adopt a rule to impose uniform charges for services which the Association provides related to transfer of Lots. The Board of Directors may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

6.2. INSTALLMENTS; LATE PAYMENTS. The estimate of common expenses of the Association, in accordance with the provisions of the Declaration, shall be assessed against each Lot on an annual basis and paid in monthly or other periodic installments, as determined by the Board of Directors; provided, however, that Declarant shall only be assessed as provided in the Declaration and Section 6.4 hereof. The first installment shall be paid, on a prorated basis where proper, upon receipt by a Lot Owner of the deed to a Lot. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board of Directors at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board of Directors directs. Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Member shall be charged interest at the rate of twelve percent (12%) per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due. No Member who is more than thirty (30) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Members. If a Member fails to timely pay an assessment or installment such Member shall be in default and the Board of Directors shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board of Directors.

6.3. ENFORCEMENT; LIENS. If a Lot Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Lot Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including, but not limited to, the Association's reasonable attorneys' fees. Lot Owners shall be both personally liable for assessments or fines and a lien shall be imposed against such Lot Owner's Lot for any unpaid assessments or fines. The lien shall be effective as of the recording of a notice thereof in the Jefferson County Register of Deed's Office. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien.

6.4. PAYMENT OF ASSESSMENT BY DECLARANT. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills or provide services which would otherwise represent the Association obligations to which regular assessments would be applied. Declarant shall be entitled to offset expenses incurred by Declarant in performing or paying for such Association obligations against assessments due on Declarant owned property. If the aggregate of such payments by Declarant exceed the aggregate

assessments on Declarant owned property, then Declarant shall be entitled to reimbursement from the Association.

6.5. SURPLUSES. All surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

6.6. DEPOSITORIES. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board of Directors and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board of Directors for the purpose. The Board of Directors may elect to require Members to pay assessments imposed by the Board of Directors directly to a designated depository. The Board of Directors may elect to direct that checks of less than Five Hundred and No/100 Dollars (\$500.00) for payment of Association obligations, bear only one signature of a designated officer and that checks for a greater amount bear a signature and countersignature of designated officers.

6.7. FISCAL YEAR. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

ARTICLE 7 OWNER/ASSOCIATION MAINTENANCE OBLIGATIONS

7.1. LOT OWNER RESPONSIBILITY. Each Lot Owner shall, at the Lot Owner's cost, even if no residence has been constructed by such Lot Owner, maintain the Lot Owner's Lot, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and presentable manner, free from debris, and shall maintain all structures on the Lot in good repair and condition. Each Lot Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Outlots damaged through the fault or negligence of such Lot Owner or such Lot Owner's family, guests, invitees or tenants.

7.2. ASSOCIATION RESPONSIBILITY. The Association shall maintain in good condition and repair and replace and operate all of the Common Outlots, including landscaping, trees and plantings located in the Common Outlots. The Association may, in its discretion, install additional common improvements in the Common Outlots.

ARTICLE 8 AMENDMENTS

These Bylaws may be amended by the Members in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by seventy percent (70%) of votes held by the Members. No amendment shall limit any right granted to or reserved by Declarant in these Bylaws or in the Declaration.

ARTICLE 9 MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1. ROSTER OF MORTGAGEES. Any Member who mortgages a Lot shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2. NOTICE OF UNPAID ASSESSMENTS. Within twenty (20) days of request by a mortgagee, proposed mortgagee, purchaser who has a contractual right to purchase a Lot, or a title company, incident to a Lot purchase or refinancing, the Association shall furnish a statement setting forth the amount of then unpaid assessments pertaining to such Lot. If any mortgagee, proposed mortgagee or purchaser of such Lot, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Lot be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

9.3. NOTICE TO MORTGAGEE. Any notice required or permitted to be given to any mortgagee pursuant to these Bylaws shall be deemed given if mailed or electronically transmitted to such mortgagee at the address furnished to the Association by such mortgagee, and shall be deemed effective as of the date of mailing or electronic transmittal.

ARTICLE 10 CONFLICTS

If any provision of these Bylaws conflicts with the Declaration, the Declaration will control.

{SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, these Bylaws have been duly executed as of the date first above written.

DECLARANT:

Oakland Hills, LLC,
a Wisconsin limited liability company

By: _____
John Didion, Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF JEFFERSON)

Personally, came before me this ____ day of _____, 20____, the above-named John Didion, Manager of Oakland Hills, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

Name: _____
Notary Public, State of Wisconsin
My commission: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THE PRESERVE AT OAKLAND

A part of the Southeast one-quarter of the Southwest one-quarter and part of the Southwest one-quarter of the Southwest one-quarter, of Section 4, and part of Southeast one-quarter of the Southeast one-quarter, of Section 5, all of Town 6 North, Range 13 East, in the Town of Oakland, Jefferson County, Wisconsin, being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 4, thence, along the South line of said Southeast one-quarter of Section 5, North 88°51'29" West 1330.62 feet to the Southwest corner of said Southeast one-quarter of the Southeast one-quarter;

thence, along the West line of said Southeast one-quarter of the Southeast one-quarter, North 01°21'03" East, 550.16 feet to the Southwest corner of Lot 1 of Certified Survey Map (CSM) No. 1860, recorded as Document No. 807902;

thence, along the Southerly line of said Lot 1, North 74°53'38" East, 411.69 feet;

thence, continuing along said Southerly line, South 88°55'03" East, 282.32 feet to the Southeast corner of said Lot 1;

thence, along the East line of said Lot 1, North 00°31'45" East, 372.71 feet to the Southwest corner of the Parcel described in Document No. 674881;

thence, along the Southerly line of said Parcel, North 86°58'53" East, 150.00 feet to the Southeast corner of said Parcel;

thence, along the East Line of said Parcel, North 00°36'10" East, 215.38 feet to a point on the Southerly right-of-way line of US. Highway 18 per Document Nos. 455662 and 865163;

thence, along said Southerly right-of-way line, the following courses:

1. thence South 88°54'10" East, 24.91 feet;
2. thence South 66°59'37" East, 80.77 feet;
3. thence South 88°57'15" East, 99.93 feet;
4. thence North 82°37'18" East, 101.11 feet;
5. thence South 88°56'34" East, 300.25 feet;
6. thence North 85°17'07" East 100.62 feet;
7. thence South 88°32'59" East, 208.26 feet to the Northwest corner of Lot 1 of CSM No. 1873, recorded as Document No. 810059;

thence, leaving said Southerly right-of-way line along the West line of last said Lot 1, South 01°09'36" West, 404.72 feet to the Southwest corner of last said Lot 1;

thence, along the South line of last said Lot 1, South 88°55'14" East, 536.37 feet to the Southeast corner of last said Lot 1;

thence, along the East line of last said Lot 1, North 00°12'04" East, 414.14 feet to the Northeast corner of last said Lot 1, lying on aforesaid Southerly right-of-way line of U.S. Highway 18;

thence, along said Southerly right-of-way line, the following courses:

1. thence South 88°56'44" East, 412.32 feet;
2. thence South 83°11'59" East, 150.75 feet;
3. thence South 88°54'37" East, 200.00 feet;

4. thence North 84°55'43" East, 140.21 feet to the beginning of a non-tangent curve, being concave Southerly, having a radius of 2804.79 feet and a chord which bears South 87°45'19" East, 112.34 feet;
5. thence Easterly, 112.34 feet along the arc of said curve through a central angle of 02°17'42";
6. thence South 25°45'19" East, 30.06 feet to its intersection with the Westerly line of the Parcel conveyed to the Town of Oakland by Document No. 665208, which was subsequently conveyed to the Wisconsin Department of Transportation by Document No. 864207;

thence, along said Westerly line, South 03°53'39" West, 143.76 feet to the beginning of a tangent curve, being concave Westerly, having a radius of 510.27 feet and a chord which bears South 18°35'12" West, 258.79 feet;

thence, continuing along said Westerly line, Southerly, 261.65 feet along the arc of said curve through a central angle of 29°22'46" to the Point of Tangency thereof, lying on the centerline of County Road "A";

thence, along said centerline, South 33°16'35" West, 202.59 feet;

thence, leaving said centerline, South 56°43'25" East, 48.00 feet to a line lying 48.00 feet Southeasterly, as measured at right angles and parallel to, said centerline;

thence, along said parallel line, South 33°16'35" West, 346.46 feet to a point on the North line of the Parcel described in Document No. 1358659;

thence, along said North line, North 87°57'35" West, 56.05 feet to a point lying on said centerline;

thence, along said centerline, South 33°03'20" West, 404.78 feet;

thence, continuing along said centerline, South 31°20'33" West, 19.75 feet to its intersection with the South line of aforesaid Southwest one-quarter of Section 4;

thence, along said South line, North 88°55'38" West, 1342.18 feet to the POINT OF BEGINNING.

The above-described Parcel contains 3,175,196 sq. feet or 72.892 acres, more or less, and is SUBJECT TO all easements and agreements of record and/or fact.

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A — McFarland, WI 53558 (608) 838-7750 JD-20-24\JD20BASE.DWG



EXHIBIT C
THE PRESERVE AT OAKLAND LANDSCAPE POINT SCHEDULE

600 Total Points Required

Landscaping Element	Point Value
Deciduous Tree (1-1 1/2" caliper at 18 inches)*	50
Deciduous Tree (2" - 3" caliper at 18 inches)*	75
Deciduous Tree (3" - 4" caliper at 18 inches)*	100
Deciduous Tree (greater than 4" at 18 inches)*	150
Evergreen Tree (4 to 6 feet in height)	50
Evergreen Tree (6 to 10 feet in height)	75
Small Deciduous Shrub (12" min.)	5
Large Deciduous Shrub (24" min.)	10
Evergreen Shrub (12" min.)	5
Evergreen Shrub (24" min.)	10

*Note that ash and weeping willow trees shall be prohibited in the Subdivision

EXHIBIT D
COMMON AREA MAINTENANCE OF THE PRESERVE AT OAKLAND

Infiltration. Three infiltration basins in Outlot 1 and 4 are or will be owned by the owners of the Lots as an appurtenant, undivided fractional interest, and are reserved for infiltration of stormwater. Maintenance of these basins by the Association shall include:

- (a) Infiltration Basins should be inspected monthly during the first year of use and after all major storm events in perpetuity for possible erosion and/or clogging.
- (b) Trash and other debris should be removed monthly and after major storm events to prevent clogging of the overflow pipe and infiltration area.
- (c) Infiltration Basins should be inspected at least once a year to ensure they are operating properly and to check for any potential problems, such as: subsidence, erosion, and sediment accumulation.
- (d) Accumulated sediment should be removed from the basin as necessary.
- (e) The ponding times of the infiltration system should be monitored annually for excessive ponding times. If the ponding time exceeds 24 hours, the surface should be tilled. If tilling does not reduce ponding time to below 24 hours, then the top 3 inches of the basin should be removed and replaced with fresh 80% sand, 20% compost mix and replanted with infiltration tolerance plantings.

Stormwater. Four wet basins in Outlots 1, 3 and 6 are or will be owned by the owners of the Lots as an appurtenant, undivided fractional interest and are reserved for wet basin stormwater management. Maintenance of these basins by the Association shall include:

- (a) The Association shall visually inspect the Wet Basin perimeters annually. The pond perimeter area shall be mowed a minimum of monthly during growing season. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to the outlet structure. A naturalized buffer area shall be maintained at the water's edge to discourage pond usage by migratory fowl. This buffer (15 to 20 feet wide) shall be mowed once per year after November 1st or prior to April 15th of each year. No plantings or structures of any kind are permitted within the Wet Basin areas, without prior written approval of local municipality.
- (b) Siltation in the Wet Basins, as identified by visual inspection, shall be dredged and disposed of offsite in accordance with NR 347. Dredging shall be required when pond depth is decreased by 2 feet or more or as required by local municipality.
- (c) The standpipes should be inspected at least once a year and after all storm events for evidence of undercutting and the erosion of adjacent materials.
- (d) Trash and other debris should be removed monthly and after major storm events to prevent clogging of the standpipe and culverts.

Stormwater Lines. The stormwater line connecting the wet basin in Outlot 4 to the infiltration basin in Outlot 1 as well as the stormwater line connecting the infiltration basin in Outlot 1 to the wetlands in Outlot 3 are also owned and maintained by the Association. Maintenance of these stormwater lines shall include:

- (a) Visual inspection of components shall be performed annually, and debris removed from inlets.
- (b) Repair inlet/outlet areas that are damaged or show signs of erosion.
- (c) Repairs must restore the components to the specifications of the approved plan.

Recreational Path. Recreational paths, if any, in the plat will be grass and shall be mowed as needed.

Monumentation. Subdivision monumentation located north of the subdivision entrance abutting Highway A shall be owned by the Association and maintained as follows:

- (a) Area around the monumentation shall be mowed twice a month.
- (b) Landscape beds around the monumentation shall be weeded monthly to remove any undesirable vegetation and volunteer tree growth. Plant replacement shall be done seasonally.
- (c) Lighting of the monumentation shall be checked quarterly to assure proper working order

Cluster Mailboxes. CBUs located at various locations throughout the plat are owned by the association and shall be maintained as follows:

- (a) Area around the Cluster Mailboxes shall be mowed twice a month or as needed
- (b) Landscape beds, if any, around the Cluster Mailboxes shall be weeded monthly to remove any undesirable vegetation and volunteer tree growth
- (c) Snow removal around the Cluster Mailboxes shall be done after any snowstorm of 3" or more to allow USPS and residents unhindered access to the mailboxes

Emergency Access. The emergency access required for safety purposes shall be maintained by the Association as follows:

- (a) Area around the Emergency Access shall be mowed as needed
- (b) Weeding Emergency Access shall be accomplished monthly to remove any undesirable vegetation and volunteer tree growth
- (c) Snow removal over the shall be done after any snowstorm of 5" or more to allow emergency vehicles unhindered access over Emergency Access

Streetlights. Streetlights located at each road intersection shall be owned or leased and maintained by the Association. The streetlights shall be maintained in good working order.

Other as defined. As defined during the platting process

EXHIBIT E **PRELIMINARY PLAT SHOWING ALL THREE PHASES OF SUBDIVISION**

