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DECLARATION OF RESTRICTIONS
FOR
THE MEADOWLANDS

This Declaration is made this _____ day of _____, 202__ by The Meadowlands of Oconomowoc, LLC, a Wisconsin limited liability company (hereinafter the "Developer").

WHEREAS, Developer is the owner of the property commonly known as The Meadowlands Subdivision, located in the Town of Oconomowoc, Waukesha County, Wisconsin; and

WHEREAS, Developer desires to subject the residential Lots in said The Meadowlands Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property.

The term "Association" shall mean the The Meadowlands Homeowner's Association, Inc., a non-profit, non-stock corporation. In the event the Association ceases to exist for any reason, all lot owners in The Meadowlands Subdivision shall be jointly and severally responsible for all obligations of the Association described herein.

The terms "The Meadowlands", "The Meadowlands development" and "subdivision", as used in this Declaration of Restrictions, are defined as the property described.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The term "common area" or "Outlot" are defined as any outlot, boulevard, detention or retention area, or other area within the subdivision which is not a Lot nor a dedicated street nor other dedicated area which has been specifically accepted by resolution of the Town of Oconomowoc. Each owner of a Lot shall have an undivided 1/31st ownership interest in the common areas or Outlots and the Owner's Association shall be responsible for the maintenance of all common areas or Outlots.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that The Meadowlands will become and

remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to ensure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to ensure the highest and best residential quality of the property; to encourage and secure the improvement of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to ensure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for The Meadowlands Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as Developer owns a Vacant Lot in the subdivision; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any Vacant Lot owned by the Developer in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot owners in attendance at a meeting of Lot owners called by any one or more Lot owners for that purpose. Lot owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one 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 tax roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any Lot in The Meadowlands subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot owner as evidence of such approval. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot owner. The Architectural Control Committee may also request that revisions shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense, subject to the approval of the Town of Oconomowoc. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE COMMITTEE MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Developer or Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Developer or Committee shall have no 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. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of traditional architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence.

The exterior siding of all dwellings shall consist of natural wood siding, natural stone, structural or thin-cut face brick, and/or stucco. The use of cement board, plank or fish-scale, type siding and an efis system (Dryvit) will be permitted provided they are used with wood or cement board corner boards. Where brick, stone or stucco is the predominant material, roughly the same proportion of veneer and wood siding should be designed into the other elevations. Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision. In no event shall any dwelling be sided with metal or vinyl siding except for use on fascia and soffit.

No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone.

The roofing of all dwellings shall consist of wood shakes, tile, 30 year dimensional shingles or manufactured slate. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types of roofing materials having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality, aesthetically pleasing, and architecturally appropriate roof materials as may be available now or in the future, including but not limited to masonry and/or copper. The main portion of the roof shall have a minimum pitch of 8/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee.

All windows must be wrapped. If shutters and/or grids are used, they must be on all windows where appropriate for the window design and if space allows. Windows with shutters need only be wrapped on the top and bottom of the window. Compatible framing, sills, lintels and keystone should be employed on all elevations.

There are to be no exterior walls without windows and/or doors. If architectural insets are used they must be wrapped and shuttered the same as windows on the rest of the house. The Architectural Control Committee retains the right to require additional architectural detail.

Fireplaces are optional but not required. Direct vent fireplaces are permitted. If there is an exterior fireplace chimney, all fireplace chimneys shall be brick, stone, cultured stone or masonry faced with stucco or efis system (Dryvit) regardless if the fireplace is on an exterior or interior wall and regardless if direct vent or masonry. Bare vent pipe at roof is not permitted.

All homes shall include an attached garage with a minimum of 576 square feet.

The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than three (3) cars. All garages shall be equipped with automatic garage door openers for all overhead doors. All garages shall be side entry garages, and shall not face a public street (unless on a corner lot), unless such side entry is determined by the Architectural Control Committee, in its sole discretion, to be unfeasible or impractical. No detached garages shall be permitted.

Storage sheds shall be allowed on any Lot. Other types of outbuildings, such as gazebos, detached garages, pool equipment and/or changing room facilities, etc. may be allowed. All allowed outbuildings shall be similar to the main residence and approved, as to design, location, materials, color scheme and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot without the prior written approval of the Architectural Control Committee. Setbacks for all allowed outbuildings are the same as those for a single-family residence as set forth in Section 10 below. All Lot owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in The Meadowlands subdivision shall have a minimum square footage of living space as follows:

- i. One story houses shall have a minimum square footage of living space of not less than 2,000 square feet.
- ii. One and one-half story houses shall have a minimum square footage of living space of not less than 2,500 square feet total or not less than 1500 square feet of living space on the first floor.
- iii. Two story houses shall have a minimum square footage of living space of not less than 2,500 square feet total with not less than 1,250 square feet on the first floor.
- v. Bi-level or split level houses shall not be permitted.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Architectural

Control Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within an eighteen-month period and shall be ready for occupancy within that period. Also, within eighteen months of occupancy or within two and one-half years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the Lot owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials by having a dumpster and portable sanitation facilities available for use at all time during construction, and all dirt and mud tracked onto public streets, and that all access to the site is through the approved driveway, and by no other means or way. The Lot owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. In the event that the owner or his or her contractor shall fail in this responsibility the Developer or Owner's Association shall have the right but not the obligation to perform the necessary cleanup and/or make the necessary repairs and to obtain reimbursement for the expense incurred by the Developer or Owner's Association by levying a special assessment against the offending Lot Owner's Lot.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site. Erosion control including the stabilization of each Lot with permanent grass must comply with the Town of Oconomowoc Erosion Control Ordinance.

9. BUILDING SETBACKS- Need To Verify With Town

All Lot setbacks shall be approved in writing by the Architectural Control Committee. The minimum setbacks for a Single-Family Residence and allowed outbuildings shall be:

1. Thirty-Five (35) feet from any abutting street right-of-way.
2. Twenty (20) feet from any side yard.
3. Twenty (20) feet from any rear yard.

The site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the Town of Oconomowoc if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require.

10. DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. The culvert ends shall be finished at the same time the driveway is paved. No headwalls extending above the level of the drive surface shall be constructed on the ends of any culvert. Further requirements are as follows:

- i. Width. No driveway shall be less than 18 feet in width or exceed 22 feet in width at the outer or Street edge unless special permission is obtained from the Town Board
- ii. Interference with intersections prohibited. At street intersections, a driveway shall not provide direct ingress to or egress from the street intersection area and shall not occupy areas of the roadway deemed necessary by the Town Board for effective traffic control or for highway signs or signals.
- iii. Interference with street. No driveway apron shall extend out into the street further than the face of the curb or the edge of the paved portion. All driveway entrances and approaches shall be so constructed that they shall not interfere with the drainage of streets, side ditches or roadside areas or with existing structures on the right-of-way. When required by the Superintendent of Highways or the Town Board to provide adequate surface water drainage along the street, the property owner shall provide any necessary culvert pipe at his/her own expense. The installation of such culvert pipe shall be at the expense of the property owner also and shall be according to the requirements of the permit. Such culverts shall be the length and diameter specified by the Superintendent of Highways, and in no case shall a culvert pipe have a diameter of less than 15 inches.
- iv. Number of approaches limited. No more than one driveway entrance and approach shall be constructed for any lot or premises except where deemed necessary and feasible without undue impairment of safety, convenience and utility of the street by the Superintendent of Highways. Any two approaches shall be at least 10 feet apart.
- v. Permittee liable for damage or injury. The permittee shall assume all responsibility for any injury or damage to persons or property resulting directly or indirectly during construction or repair of driveway approaches or entrances. When curb and gutter are removed, the new construction and connection shall be of equivalent acceptable material and curb returns provided or restored in a neat, workmanlike manner. Any sidewalk areas which are damaged shall be replaced.
- vi. If a driveway is installed as a concrete driveway, the following requirement shall apply. Where concrete driveways were installed and extended to the traveled portion of the roadway and the roadway is reconstructed (milled and resurfaced), up to six feet of the concrete driveway may be removed by the Town, and that portion of the apron removed shall be replaced by the Town with bituminous concrete.

The driveway shall have a minimum of a three (3) foot side yard setback, unless otherwise approved in writing by the Committee (in its sole discretion).

11. HOME CONSTRUCTION ON LOT

Any Architectural Control Committee approval for a Lot owner's proposed home on a

Lot constitutes approval of the home with regard to style, size and other requirements per these restrictions, and does not guarantee any particular grading elevation, floor elevation or home placement for a future home that Lot owner may build on such Lot. Lot owner has the responsibility and obligation to investigate and obtain qualified opinions from experts that the subject Lot will accommodate the home, placement and grading that Lot owner intends.

12. HEIGHT OF GRADE AND BUILDING PADS

No owner of any lot shall or will at any time alter the grade of any lot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the DEVELOPER unless and until the lot owner shall first obtain the written approval of the Town of Oconomowoc for such grade alteration. In order to obtain this approval, it shall first be necessary for the lot owner, at the lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage or their viewing of unreasonable slope treatment. The Town of Oconomowoc's approval, if granted, shall not relieve the lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the Town of Oconomowoc and its agents, employees and independent contractors regarding the same. The DEVELOPER and/or the Town and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

13. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or Outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, commercial truck, or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to: snowmobiles; trail bikes; travel trailers and campers; motor homes; and off road vehicles of any kind.

15. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved

in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the owner of said Lot.

16. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats, and other customary household pets. The keeping of animals on a Lot shall comply with all Town of Oconomowoc, County, and State regulations.

17. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except for the following: (1) One sign not more than four square feet in size identifying the property of the owner that has been approved by the Architectural Control Committee, (2) One sign not more than six square feet in size advertising the property for sale or rent, (3) A sign used by a builder to advertise a residence for sale, or as a model home. Such signs as may be used by the Developer in conjunction with initial Lot sales in the subdivision, and one or more subdivision entrance signs may be erected by the Developer and/or by the Owner's Association.

18. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the Fence Easement Areas, as created by this Declaration, together with the area between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

Landscaping plans, showing trees, bushes, planting beds, walkways, ornamental fences, arbors and other features must be submitted for approval by the Architectural Control Committee prior to the installation of plantings.

No trees shall be planted in the Town right-of-way. Any Plantings place in the Town right of way shall be removed by the homeowner at their expense.

The landscaping shall be installed within twelve (12) months following issuance of an occupancy permit for the home. Said trees should be hardy, low maintenance, disease resistant, native species classified as "large" trees that will grow to a height of 40 to 100 feet at maturity.

All landscaping (including permanent lawns) shall be performed in accordance with the plan approved by the Architectural Control Committee and shall be completed within twelve (12) months following the issuance of the occupancy permit for the home or if said permit was granted after August 31, said completion shall be on or prior to June 1 of the following year.

Landscaping completed by Developer within the Fence and Planting Easement Area and

Outlots as shown on the Plat of The Meadowlands, including trees, plantings, grass areas, ponds, signs, and brick/stone/wood piers, fences, entrance signs, entrance monuments, or other ornamentation, are completed at Developer's expense to enhance the beauty of the subdivision. Maintenance of such landscaping shall become the Owner's Association responsibility after completion, and the Developer shall have no further responsibility as to the growth, survival or maintenance of such landscaping.

19. ANTENNAE

No exterior antennae, other than two dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot. With respect to dish antennas not exceeding thirty (30) inches in diameter, they shall not be attached to the front of any house, nor shall same be located in the front yard of the residence unless approved by the Architectural Control Committee.

20. FENCES

A. Architectural Control. All fences constructed in The Meadowlands shall conform to the specifications established by the Architectural Control Committee. Such specifications shall include style, materials, color, and other specifications as the Committee may deem appropriate. It is the express intention of this provision that the Committee may require that fencing be uniform throughout The Meadowlands.

B. Town Permits. No fence shall be constructed in The Meadowlands unless a permit is obtained from the Town Building Inspector, if required. The height of each fence shall be limited to such height permitted under applicable municipal ordinances (currently, four (4) feet). Notwithstanding, the Developer, Owner's Association, or a Lot owner may apply for a variance for any fence higher than the permitted height under the applicable municipal ordinance, but shall not be constructed unless approved by the Town Plan Commission, Town Board (if applicable), and the Architectural Control Committee. It is the responsibility of the Lot owner to obtain proper permits as required by the Town.

C. Fence Easement. A permanent fence easement is hereby created and established in favor of the Developer and Owner's Association for the installation, maintenance, repair and replacement of common fencing. Said easement is created on that portion of all lands within The Meadowlands consisting of a strip of land, 20 feet in width, along and adjacent to all public and/or private road rights-of-way as may be located within or adjacent to The Meadowlands now or in the future. The Owner's Association shall be entitled to maintain, repair and replace fencing within said easement area, it being the intention of this provision to provide for uniform common fencing within said easement area. The exact location and extent of the fence to be constructed by Developer within the easement area shall be at the sole discretion of the Developer. Subject to the fencing restrictions contained elsewhere in this Declaration, each Lot Owner shall be entitled to connect and attached to said common fencing additional fencing for the purpose of enclosing all or part of their respective Lots. Further, each Lot Owner shall be entitled to cross that portion of the fence easement area as may be located on their Lot with one or more driveways, as the Lot Owner may deem appropriate, subject to applicable zoning and subject to Architectural Control Committee approval as may be required by this Declaration, and the Association shall not be entitled to maintain any fencing within any such driveway. In the event any driveway is abandoned, the Lot Owner shall, at the Lot Owner's sole cost and expense, within six months after such abandonment, install appropriate common fencing across the location of the former driveway so as to connect with the then existing

common fencing. Any such replacement fencing shall be constructed and installed so as to match the then existing common fencing in use throughout the subdivision.

D. Maintenance of Common Fencing. Each Lot Owner shall be responsible for all maintenance, repair, replacement and repainting to the common fencing located on their respective land which is required as a result of damage caused by the actions of the Lot Owners, their guests and invitees, and/or animals owned by the Lot Owner and/or their guests and invitees, and each Lot Owner shall repair any such damage to that portion of the common fencing located on their Lot within thirty (30) days after receipt of written demand from the Owner's Association. Further, the Lot Owner shall be responsible for maintenance of the grounds within that portion of the fence easement area located on their Lot, including the maintenance of a lawn. In the event any Lot Owner fails to perform his or her required common fence repair and/or replacement, or grounds maintenance, within thirty days after receipt of written demand from the Owner's Association, the Owner's Association shall have the right to perform the repair, replacement and/or grounds maintenance, and, in such event, the Association shall be entitled to assess the costs thereof to the Lot Owner, which cost shall become a lien against the Lot Owner's Lot until paid. Notwithstanding the foregoing, if the Association receives notice from the Town, pursuant to Section 36 below, of maintenance matters which are the responsibility of the Lot Owner, the Association may, without notice to the Lot Owner, undertake such maintenance, repair and/or replacement as is reasonably required to comply with the notice from the Town and, in such event, the Association shall be entitled to assess the costs thereof to the Lot Owner, which cost shall become a lien against the Lot Owner's Lot until paid. The general maintenance, repair, replacement and painting of common fencing, other than as charged to individual Lot Owners as set forth above, shall be the responsibility of, and common expense of, the Owner's Association. The Owner's Association shall determine the frequency that the fences, common and privately owned, must be painted. It is recommended that fences be painted every four years.

21. MAILBOX & POST

Each Lot shall have a uniform mailbox and newspaper box on a uniform post, which shall be installed by the Developer at the Lot owner's expense. The design and specifications of the mailbox, newspaper box and post, including size, style, color and materials, shall be such as is determined by the Architectural Control Committee, so that all mailboxes, newspaper boxes and posts have a uniform appearance throughout the subdivision. Purchasers of Lots from the Developer shall purchase the mailbox and mailbox post from the Developer at time of closing. If the Post Office requires the use of grouped mailboxes, Developer shall have the right to elect to install the mailboxes, newspaper boxes and posts, and to collect from Lot owners, at closing on the Lot sale, a reasonable charge for installing same. The Owner's Association shall have the right but not the responsibility to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes, newspaper boxes and/or posts, and to charge the cost thereof as a common expense. To the extent not assumed by the Owner's Association, the Lot owner shall be responsible for maintaining the mailbox, newspaper box and post in a first class condition at all times.

22. EASEMENTS

The Developer at its sole discretion may grant easements to the Town of Oconomowoc and/or to any public or private utilities, upon, over, through or across those portions of any Lot in the subdivision for purposes of allowing the Town of Oconomowoc or utility company

to furnish gas, electric, , cable television, telephone or other utility service to any Lot(s) or through any portions of the subdivision or for purposes of facilitating drainage of storm or surface water within or through the subdivision. Such easements may be granted by Developer in its own name and without the consent or approval of any Lot owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the subdivision to persons other than a successor developer.

23. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet Town of Oconomowoc and County ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

24. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the subdivision, are subject to all rules, codes, regulations and ordinances of the Town of Oconomowoc , Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Town of Oconomowoc , County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the Town of Oconomowoc , Waukesha County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Developer's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

25. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the Town of Oconomowoc , a copy of which is on file in the office of the Town Clerk of the Town of

Oconomowoc .

26. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the subdivision, provided, however, so long as the Developer owns any vacant Lot in the subdivision, or any portion of the land, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

27. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

28. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

29. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33(6), Stats., but including any future amendments, modifications or re-numbering of that section). This section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond

maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Town, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefited political subdivision by recorded document.

30. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

31. OWNER'S ASSOCIATION

An Owner's Association "Association" shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements and common easements. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each Lot owner shall be a member of the Association, and each Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each Lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Waukesha County and/or the Town of Oconomowoc, the personal obligation of the Lot owners, until paid. In the event Waukesha County and/or the Town of Oconomowoc become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Town with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the Town of Oconomowoc become the owners of any Lot through the tax delinquency process, neither the County nor the Town shall have any personal obligation for the payment of Association assessments.

D. "Special Assessments" may be made and levied by the Association against a particular Lot owner and his, her or their Lot (without levying against other Lots) for:

costs and expenses (anticipated or incurred) for repair of damage to common areas caused by or at the direction of the Lot owner or the family or guests of the Lot owner;

costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot owner;

interest due on general or special assessments;

all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration; and

costs, expenses and actual attorney's fees incurred in or in anticipation of, any suit, action or proceeding brought against the Owner's Association.

E. "General Assessments" may be made and levied by the Association equally against each Lot owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

maintenance, repairs, upkeep or operation of common areas and any additional common areas that may be acquired by the Association;

any insurance maintained by the Association;

taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

all costs and expenses for the operation and administration of the Association, including legal, accounting, management fees, bonding, insurance and other costs incident to the exercise of any of its powers or obligations;

costs and expenses for additional improvements to common areas beyond those installed by Developer and approved by the Association;

all items subject to special assessment which have not been collected from a Lot owner at the time such payments are due; provided that upon collection of the special assessment from that Lot owner, all other Lot owners shall receive an appropriate adjustment, reimbursement or credit on future general assessments, as the Committee may determine, for payments made under this paragraph;

all damages, costs, expenses and attorneys fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by special assessment;

costs and expenses of service, if any, made available to all Lots and/or for any common area;

all other costs and expenses declared to be common expenses under this Declaration.

The general assessments for all common expenses shall be levied equally against each Lot.

Each Lot owner shall promptly pay, when due, all general and special assessments levied by the Association against such owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest.) Time is of the essence with respect to all payments.

All co-owners of a Lot shall be jointly and severally liable for all general and special assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise.)

All general and special assessments which are not paid when due: shall bear interest at eighteen percent (18%) per annum until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot owner, by foreclosure or the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin.

The lien granted hereunder shall also cover and include all interest accruing on the delinquent assessments, plus costs, expenses and attorney's fees for collection.

The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments levied by the Association. They shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising there from. The Association may bring an action at law against any Lot owner personally to collect such assessments and/or to foreclosure the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage.) The Association shall have the right at any time to notify all Lot owners within the subdivision of the delinquency of any Lot owners.

F. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

32. MAINTENANCE OF DRAINAGE EASEMENTS, PONDS, FENCES, ENTRANCE SIGNAGE, AND PATHS.

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas, Fencing and Planting Easement areas and subdivision entrance signage within the subdivision. The Homeowner's Association shall be responsible for the maintenance of all retention storm water drainage facilities and easements after completion of said facilities. The Developer and each Lot Owner, as the case may be, grants to the Homeowner's Association a permanent access easement and right to enter upon the drainage easements in order to inspect, repair and restore said drainage easements for their intended purpose. The Homeowner's

Association agrees to indemnify and hold harmless the individual Lot Owner of the costs of routine and extraordinary maintenance to all drainage easements provided that the Lot Owner has cooperated with the Homeowner's Association in regards to the maintenance of the drainage easements. The Developer has recorded a separate "Storm Water Management Practice Maintenance Agreement" which further defines the Association's responsibility with regard to stormwater facilities and drainage easements. The Developer and the Homeowner's Association, as the case may be, hereby grants to the Town a permanent access easement and the right (but not the responsibility) to enter upon the easement in order to inspect, repair and restore said drainage easements and retention ponds for their intended purpose. If the Homeowner's Association fails to perform its maintenance obligations required herein after written notice from the Town, the expenses incurred by the Town for inspections, repair or restoration of said drainage easements and retention ponds may be placed against the tax rolls for said Homeowner's Association or the individual Lot Owners and collected as a special charge by the Town. Subject to the provisions of Paragraph 35 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions and the ponds and all drainage easement areas within common areas. Maintenance of the ponds shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream there from; and dredging if and when necessary. In the event the Owner's Association does not properly landscape and/or maintain said items, the Town of Oconomowoc may send written notice to the Association setting forth which of said items the Town of Oconomowoc has determined are not properly landscaped and/or maintained, and stating that the Town of Oconomowoc may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the Town determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the Town determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Town of Oconomowoc shall then have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot owners on a pro rata basis for any costs incurred by the Town as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627 Wis. Stats. If such charges are not paid by any Lot owner within the period fixed by the Town of Oconomowoc, such charges shall become a lien upon the Lot owner's Lot as provided in Section 66.0627(4), Wis. Stats. and shall be extended upon the tax rolls as a delinquent tax against the Lot owner's Lot as provided in Section 66.0627, Wis. Stats.

33. DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

To the extent practical, the day-to-day minor maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Town's authority of enforcement against the Association, as described in Section 3, above, and does not limit the Association's responsibility for maintenance of drainage easement areas.

34. DEVELOPER'S RIGHTS

Developer may acquire in the future other lands in the vicinity of this Subdivision.

Developer shall have the express right, but not the obligation, to develop all or part of other lands in the area, in such a manner as to create an integrated development with this Subdivision. To accomplish that purpose, Developer shall have the express right, without the necessity of obtaining the approval of the Owner's Association or any Lot Owner, to do any or all of the following:

- a. Grant easements for the use, and establish requirements for the maintenance of, common Outlots and/or other common areas such that the Owners of Lots in all of the developments have the full right of access to and use of common Outlots and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.
- b. Amend this Declaration of Restrictions with the prior consent of the Town of Oconomowoc so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Developer shall have the right, when required or requested by any governmental body, to establish certain provisions which may be applicable to one or more, but less than all, of the developments.
- c. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association for all of the developments.
- d. Amend the provisions hereof with respect to the Architectural Control Committee (ACC) so that there are separate ACCs for each development, or so that there is a combined ACC for some or all developments.

