DECLARATION, COVENANTS, CONDITIONS AND RESTRICTIONS OF PARADISE HILLS

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DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PARADISE HILLS

This Declaration of Covenants, Conditions and Restrictions of Paradise Hills (this "Declaration") is made and entered into by Gerald T. Thull. ("Declarant").

RECITALS

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, covenants, restrictions, conditions, easements and uses upon such real property (except for dedicated streets); and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

GENERAL PURPOSE

The general purpose of this Declaration is to ensure the best use and most appropriate development and improvement of each lot thereof; to protect owners of lots against such use of surrounding lots as will detract from the residential value of their property; to preserve, as far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain harmonious use of material and color scheme; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on lots to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures and, in general, to provide adequately for a high quality of improvement on all property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein. Declarant makes no assurance that the stated intentions shall result in stability or increase in value of a lot in the subdivision. All such activities required and permitted through these covenants shall comply with all rules and regulations as may be established by the Town of Trenton.

ARTICLE 1 - DEFINITIONS

The following terms shall have the assigned definitions:

1.1 ACC. The Architectural Control Committee, shall be a subcommittee of the Association, initially with 3 members appointed by the Declarant. After 75% of the lots are sold, the members will be determined by the Association.

1.2 Association. The "Association" shall mean Paradise Hills, the members of which shall be all owners of Lots in the Subdivision.

1.3 Association Insurance. "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.4 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.5 Building. A "Building" shall be any freestanding structure located in the Subdivision.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Common Areas. The "Common Areas" under these Declarations consist of all non-lot and non-road right of way areas within the plat. Common areas shall be maintained by the Owners Association as detailed herein. All out lots in this subdivision shall be owned in equal undivided interest by the owners of lots in the subdivision.

1.8 Common Improvements. The "Common Improvements" consist of the following, some of which may be located in the Common Areas and some of which may be located in public streets; all signs on the property generally identifying the Subdivision as "Paradise Hills", and any ponds, buildings or other improvements made by the Association in the Common Areas. The storm water pond and storm water infiltration areas are considered common improvements.

1.9 Declarant. The "Declarant" shall mean Gerald T. Thull and the successors and assigns of Declarant pursuant to assignment in accordance with Article 15.7 of this Declaration.

1.10 Declaration. "Declaration" shall mean this Declaration as the same may be amended from time to time.

1.11 Director. A "Director" shall mean a member of the Board.

1.12 Drawings. The term "Drawings" is defined in Article 6.1 (b).

1.13 Paradise Hills Documents. "Paradise Hills Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

1.14 Lot. "Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.15 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.16 Mortgagee. "Mortgagee" shall mean the holder of a mortgage.

1.17 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot.

1.18 Out lot. "out lot" shall mean an out lot as shown on the Plat. The reference to an out lot by a number shall mean that particular number as shown on the Plat.

1.19 Owner. "Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots which it holds title.

1.20 Pet. A "Pet" is a domestic dog, cat or bird (other than large birds of prey) which is not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.

1.21 Plat. A "Plat" is the plat of the Property as recorded in the Register's Office.

1.22 Property. The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.23 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Washington County, Wisconsin.

1.24 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.25 Subdivision. "Subdivision" shall mean all of Lots as shown on the Plat.

1.26 Town. "Town" shall mean the Town of Trenton, Wisconsin, and its successors.

ARTICLE 2 - ASSOCIATION OF OWNERS

2.1 Administration. Declarant shall establish the Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules and all other uses and restrictions on the property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting. Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one

or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. 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 under Article 3 of this Declaration.

2.3 Control of Association. 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, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of all Lots; or (3) Declarant's election to waive its rights to control.

2.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days' notice without payment of penalty.

2.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the ACC. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area or would affect the storm water drainage system on the Property, the prior express written consent of the Town is required.

2.6 Ownership of Common Areas. Each Owner of a Lot shall own a 1/26 interest in the Common Areas to be held by the Owners as undivided interests as tenants in common, subject to the following incidences:

(a) By each initial conveyance of a Lot to an Owner, each Owner shall obtain their individual interest in the Common Areas. Each Owner, on its own behalf and on behalf of its successors and assigns, by acceptance of a deed or other transfer of a Lot, waives any and all right that the Owner might now or hereafter have to maintain any action or petition for partition with respect to the Owner's interest in

the Common Areas or to compel any sale by action at law or in equity. No Owner shall sever its interest in the Common Areas from its ownership of its Lot.

(b) The Declarant and the Owners hereby appoint the Association as the "agent" for the administration of the Common Areas, with the complete authority over the Common Areas as described herein. The Association shall not have the right to sell, mortgage, or lease any or all of the Common Areas except if approved by the Owners as an amendment hereto under Article 9.

(c) The appointment of the Association as the agent for the Common Areas is not intended to create any other agency, joint venture or partnership relationship among the Owners or between the Association and the Owners. No Owner shall have fiduciary duties to another by virtue of the tenancy-in-common interest in the Common Areas. The Association shall not have any duties as a partner, or the like, including but not limited to income tax reporting to the Owners.

(d) The rights of the Association, as agent and the Owners as the Common Areas shall not be affected by federal or state bankruptcy or insolvency proceedings, or analogous proceedings for creditor or debtor relief, against any one individual Owner.

(e) Declarant is advised that each Owner's interest in the Common Areas may be assessed and taxed for real estate tax purposes. Declarant makes no assurance that taxes will be levied in this manner. If any one Owner fails to pay taxes as and when due with respect to such Owner's interest in one or more of the Common Areas, then the Association may, but is not obligated to, pay such amount and levy a special assessment in such amount on such Owner.

(f) Appointment of the Association as agent shall not be rescinded or limited unless the appointment is rescinded or limited by an amendment to this Declaration in accordance with Article 9.

ARTICLE 3 - ASSESSMENTS

3.1 Budget and Assessments. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and special assessments, or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses, currently expected to be $200.00 per lot per year. Assessments shall be

approved by a duly convened meeting of the Board of Directors. Notice of assessment shall be personally delivered to each owner subject to the assessment or delivered by regular mail to the last known address of such owner. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. Members of the Board of Directors shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involves a mistake in judgment or negligence by the member, agents or employees of the Board of Directors. The Association shall indemnify and hold the members of the Board of Directors harmless from and against all costs and expenses in connection with any suit or other action relating to the performance of their duties hereunder. The members of the Board of Directors shall not be entitled to any compensation for the services of such members. If a lot owner is delinquent in the payment of charges, assessment and special assessments charged or levied against his or her lot, he or she shall not be entitled to vote until all such charges and assessments have been paid. Members may vote in person or by proxy.

3.2 Installments: Late Payments. General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement: Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeing to enforce payment including the Association's reasonable attorney's fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to any secure interest, fines and reasonable costs of collection including attorney's fees incurred by the Association incident to the collection of assessment or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Article 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements. Within ten (10) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Payment of Assessments by Declarant. Declarant has made a contribution to the Association in lieu of all assessments which might otherwise be imposed on Declarant's Lots. The Association shall have no power to levy any assessments against Declarant or Lots for which Declarant is the Owner.

3.6 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

3.7 Litigation Reserve. As part of the Association budget, a litigation reserve fund shall be created to pay legal fees and costs in the event that the Association is involved in a proceeding to enforce or defend the terms and conditions of this Declaration, whether in a proceeding commenced by or against the Association or in which the Association intervenes. The Board may invest said funds and all returns on such investments shall become a part of the fund; provided that the Board may transfer amounts out of the fund to the Association's general funds if it is determined that a lesser amount is appropriate, so long as such fund is not below the minimum set above. If necessary, the board may levy a general or special assessment to replenish such fund. The Declarant shall not be obligated to contribute any funds to the litigation reserve escrow fund other than as set forth above.

3.8 Declarant Expenses. Declarant shall be responsible for all assessments levied by any State, County, or Municipal corporation, against any platted Lot owned by Declarant, which are assessed prior to a sale of such Lot by Declarant. However, Declarant shall not be responsible for any general or special assessments which may be levied by the Association for improvements, capital expenditures, reserves, or replacement funds of any kind. The Board may at any time levy assessments, general or special, for such purposes against the Lot owners and the Lots (other than Declarant or the Lots owned by Declarant). '

ARTICLE 4 - MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. 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, guest, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

4.2 Association Responsibility. The Association shall maintain in good condition and repair, replace, and operate all of the Common Areas and Common Improvements, including landscaping, trees, and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas. The storm pond located within the subdivision shall be maintained as follows:

(a) An annual inspection of the outlet structure to remove any materials or substances that have clogged the pipe and outlet structure.

(b) Remove sediment from base of pond when 50% of surface area of the permanent wet pool is less than 3 feet in depth.

(c) Repair any leaks or washouts of the pond walls.

Should the homeowner's association not perform the required maintenance and repairs, the Town or County shall have the right to make needed repairs and assess back the cost to each individual lot owner as a special assessment on their property taxes.

4.3 Town Discretionary Authority. In the event the Association does not properly landscape or maintain any Common Area or Common improvement, or properly maintain any signage, the Town or County may send written notice to the Association indicating that the Town or County has determined that the Common Area or Common improvements and/or signage are not being properly landscaped and/or maintained, and further indicating that the Town or County will perform such landscaping and/or maintenance if not properly done by the Association. The above referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area or Common improvement and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Town or County shall then have the authority to landscape and/or maintain any such Common Area or Common Improvement and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Town or County 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 or County, charges shall become a lien upon the lot owner's Lot as provided in Section 66.0627, 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. Nothing herein shall be interpreted to impose an obligation on the Town or County to take any particular action at any time.

ARTICLE 5 - RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such Burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite 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 a family or guests without prior approval of the ACC.

5.2 Pets. The Owner or Occupant may keep no more than two (2) Pets per Lot consistent with the Town of Trenton R1 zoning rules (3 and over requires a kennel license) on the conditions that:

(a) the Pet is not permitted on any of the Common Areas while unattended or unleashed;

(b) the individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board;

(c) the owner of the Pet shall comply with such further rules of Pet ownership as may be promulgated by the Board;

(d) the Pet is licensed by the Town of Trenton or appropriate licensing authority, if required under applicable ordinances;

(e) no reptiles or uncaged birds shall be permitted and;

(f) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Article 5.2 or any Rules adopted relating to Pets.

5.3 Parking. The outdoor parking or storage of trailers, campers, camping trucks, motor homes, boats, personal watercraft, marine craft of any type, horse trailers, boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot. Any parking or storage of any of said property shall be in an enclosed garage space only.

(a) Notwithstanding the above subsection, no commercial vehicles over 8,000 pounds shall be parked in driveways in the Subdivision, except commercial vehicles temporarily parked in the ordinary course of business, parked/stored not longer than twenty-four hours unless otherwise approved by the Board. Commercial vehicles include both vehicles licensed as such and vehicles otherwise licensed, but which contain commercial advertising as part of the finish or as an attachment.

5.4 Waste. Accumulations of waste, litter, excess or unused building materials, excessive/disorganized firewood storage (as determined by the ACC) or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. 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 residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

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

5.6 Quiet Enjoyment.

(a) 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, Occupancy and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 2.5.

(b) No Owner shall trespass to/from/on adjoining properties, including but not limited to, the North and East perimeters of the subdivision.

5.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Paradise Hills Documents. By way of example and not limitation, offensive activity shall include excessive noise, amplification of musical instruments and/or audio or audio-visual equipment.

5.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall not be used for (a) storage of any kind including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons or (b) the drying or airing of laundry, carpets, rugs or clothing.

5.9 Signs. No Owner or Occupant may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at is discretion, in particular circumstances or in general, delegate its right to consent under this Article to the ACC described in Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulation 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 Building.

5.10 Environmental Matters / DNR Compliance. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulation or rules 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 of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA") ; Resource Conservation and Recovery Act ("RCRA"), Town 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.

5.11 Obstructions. No playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas except as the Board permits by Rule.

5.12 Solar Collectors. No exterior active solar collectors or similar devices shall be erected, installed or used without the written permission of the Board.

5.13 Outdoor Wood Stoves: No outdoor wood stoves or boilers shall be erected, installed, or used on any Lot.

5.14 Pond Areas. No individuals shall be permitted in the pond areas other than those authorized to access the same for cleaning or maintenance purposes.

ARTICLE 6 - ARCHITECTURAL CONTROL

6.1 Architectural Controls; Restrictions on Development.

(a) Architectural Control Committee. Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, consisting of three (3) members who shall have the duties as set forth in this Article. The initial ACC shall be appointed by Declarant. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. After Declarant conveys to purchasers 20 of the Lots, the then initial members of the ACC shall resign, and the Board shall elect the three (3) members from the group of Owners of Lots to serve on the ACC; provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC.

(b) Development Approval. The Owner(s) of such property shall submit to the ACC for consideration, as described below, two copies of written information, which shall include but not be limited to, a building permit application, showing:

(i) the location, size, elevations and type of Building(s) and other improvements, including but not limited to, homes, garages, retaining walls and fences or other matters proposed to be erected or reconstructed on such property
(ii) detailed plans and specifications for construction or reconstruction, including building material, type and color
(iii) the proposed landscaping (including the proposed timing of installation of such landscaping), and
(iv) the proposed location and specifications for utilities servicing such improvements.

(c) Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may but need not require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g. architects, engineers or attorneys) either on a general or on a case-by-case basis, and the

costs thereof may be charged to an applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All ACC funds shall be handled by the treasurer of the Association.

(d) Separate Town Approval. Matters which require approval of the ACC may also require approval of the Town. Obtaining approval from the ACC and from the Town is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Town and approval by the Town shall not be deemed approval by the ACC

(e) Uniformity Standards; Waiver. Certain standards of architectural control are set forth in Articles 6.2 through 6.6 below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard in Articles 6.1 through 6.6, and may waive any floor area requirements in Article 6.3 by up to 10%. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered.) The ACC may waive any standard even in the absence of an "unnecessary hardship". Judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

(f) Indemnification. Each member or former member of the ACC, together with personal representatives and heirs of each person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees asserted against, incurred by, or 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 or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, 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 member in the matter involved. 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 this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.2 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 Building on any Lot or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Town ordinances.

6.3 Minimum Home Size Requirements.

(a) Only one single-family home may be constructed on each Lot.

The following types of homes on Lots shall have the following **minimum** sizes:

Residence Type	Minimum Size
One story	1,800 square feet
1 ½ or Two story	2,200 square feet (minimum of 1,200 square feet on the first floor)
Bi-level	2,200 square feet (minimum of 1,200 square feet on the first floor) 2,200 square feet (minimum of 1,700 square feet between the upper two levels)

(b) For purposes hereof, the type of residence and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

6.4 Garages.

(a) Each residence on a Lot shall have a garage for not less than 3 cars attached to the residence containing a minimum of 900 square feet. Driveways shall be paved with a hard surface material acceptable to the ACC. Garages must be constructed at the time of construction of the residence and all exterior features must be completed prior to occupancy of the residence.

(b) Detached garages may be permitted by the ACC, provided that the following requirements have been satisfied:

(i) The garage shall have a minimum of three stalls;
(ii) The minimum square footage shall be no less than 600 square feet;
(iii) Door openings and all overhead doors shall not exceed 10 feet in height;
(iv) Color and building materials shall be consistent with the residence on the Lot;

(v) Underground electric shall be required for all detached garages;
(vi) No pole buildings, lean-to or carports of any nature shall be Permitted.

(c) Any storage sheds shall contain not less than 120 square feet nor more than 180 square feet. Storage sheds are only permitted if there is no detached garage on the lot. All sheds shall be of a style, color and building material consistent with the residence on the Lot. A shed must be rectangular, and not square. Approval by the ACC for sheds is required under Article 6.1. If an Owner desires to connect electricity to a shed, whether at or after the time of initial construction, the installation of electrical connections must be underground and must be performed by a licensed electrician. All storage sheds shall be removed at such time that a detached garage is constructed.

6.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

(a) If shutters or window casings and trim features on windows or divided-lite windows are used on the front of a residence, they shall be required on the side and rear windows as the ACC shall determine.

(b) A residence shall have a roof made of wood shakes, tile, natural slate, metal, 30-year warranted dimensional shingles, or an artificial slate approved by the ACC, with a minimum pitch ratio of 6:12, or such other pitch as is specifically approved by the ACC.

(c) Exterior walls of residences shall be constructed of brick, stone, cultured stone, or cultured brick, cedar, stucco, LP Hardiboard, or combinations thereof. Metal or vinyl siding shall be permitted with the approval of the ACC. The ACC, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, metal, vinyl or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance. Basement or foundation walls shall not be exposed, except as provided for in Subparagraph (f) hereafter.

(d) Exterior masonry walls must abut another wall. If vertical siding or the like is used on the exterior walls of a residence, the same shall terminate only at an inside corner or other suitable break in the residence's architecture as the ACC shall approve.

(e) Exterior fireplaces and chimneys shall be constructed of masonry, stucco, cedar, LP Hardiboard or stone materials. On each side of a residence, except for trim, exterior materials shall be consistent on all levels. Color selections, and paint, stone, stucco or other finish must be approved by the ACC.

(f) The ACC may, but shall not be required to, allow portions of basement walls to be exposed in order to allow for a more natural transition between residences

where there exists significant slope differences. Any such exposed basement or foundation walls shall be covered with suitable material, approved by the ACC, consistent with the overall architecture of the residence.

(g) Pools may be installed on a Lot only with the approval of the ACC, provided that it is completely enclosed by a secure wall or fence of a minimum of a 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool. The pool cannot be located less than 10 feet from the nearest Lot boundary.

(h) Lot Owner shall construct and maintain the mailbox and mailbox support in good and working condition and replace it when necessary with the same or a similar style and in a location all as approved by the ACC.

(i) Each Owner shall install and maintain at least one decorative lantern on their lot near the road right of way. The lantern, mailbox and mailbox post shall be maintained in good condition and working order and shall cause electrical service to be continued to such lantern. Declarant may, in its discretion, install any light post, lantern, mail box or mail box post, or perform or pay for any other matter required herein on behalf of the Owner and the same shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner, and shall not obligate Declarant to perform the same action on any other Lot or for any other Owner.

(j) If Declarant, in its discretion, installs any light post, lantern, mailbox or Mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

(k) All utilities shall be installed underground.

(l) No exterior active solar collectors shall be erected, installed or used unless presented in the Drawings and approved by the ACC.

The costs for enforcing these covenants may be assessed against an Owner as a special assessment against said Lot, pursuant to Article 3 herein. The ACC in making determinations, will give priority to the goal of achieving uniformity of aesthetics, but without abrogating its right to grant variances or to change the aesthetic scheme from time to time.

6.6 Grading, Landscaping and Drainage.

(a) Final grading of the lot shall be completed within four months following the date an occupancy permit is issued for a dwelling. Except for drainage easements located on a Lot '(which shall be maintained by the individual Lot Owner), any

and all drainage easements, detention ponds or the like shall be repaired and/or maintained by the Association. Any drainage easement or detention area located on the plat shall be maintained in a natural state and clean, clear and free of all obstructions or barrier of any kind. Landscaping within these areas shall be restricted to ground cover to inhibit erosion. Should it become necessary for the Town of Trenton to maintain these areas, the Town may assess a special charge.

(b) No lot line, fence, wall, hedge or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board. In no event will the Board approve a fence or wall within the setback or unimproved areas.

6.7 Construction Matters.

(a) No building or construction materials shall be stored on any Lot, except during periods of actual construction or remodeling, and then only for so long as reasonably necessary and only if kept in a neat manner. Any materials stored outside of the Building shall be at Owner's risk and neither Declarant nor the Association will be responsible for the security of said materials.

(b) The Owner is solely responsible for compliance with all erosion control requirements before, during and after construction.

(c) Each Owner shall include the following provisions in all Construction contracts for improvements to the Owner's lot:

(i) The roadway abutting the Lot shall be cleaned each day of mud and debris during the period of construction;
(ii) A dumpster for debris shall be provided at the building site for the period of construction. Adequate dumpsters shall be provided for the duration of job and removed when full;
(iii) All debris will be disposed off-site in accordance with applicable laws;
(iv) The Owner shall comply with the soil and erosion plan control ordinance of the Town of Trenton and Washington County.

6.8 Driveways. Each lot shall be improved by the lot owner with an approved hard surface driveway extending from the street to the garage within nine months following issuance of an occupancy permit for the home.

6.9 Monument Signs. Any monument signs and associated landscape maintenance shall be maintained by the Association with the costs of the same assessed against the Lot Owners in accordance with Article 3. The funds for the cost of maintenance shall be allocated in the Association's annual budget.

ARTICLE 7 - HEIGHT OF GRADE

7.1 Height or Grade. Individual home heights shall be set to promote drainage to storm water system and result in driveways with no slope greater than 12%. Heights shall be set so as not to impede drainage from a neighboring lot and not allow drainage toward an existing structure.

ARTICLE 8 - INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas as defined in Article 1.7 , and such other policies and/or coverages as the Association deems necessary or advisable.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance shall be a common expense and assessed as set forth in Article 3.

8.5 Waiver. The Association and each Owner or Occupant acting for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by the other, to the extent of insurance proceeds actually received, regardless if the loss is caused by negligence of the other party, its agents or employees. All polices of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall engage in any conduct or activity or permit any condition to exist which might then (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance or (d) 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 or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association

Insurance shall be increased by reason of (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premium. The Association reimbursement right is without prejudice to any other Association remedy and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupancy, its guest, invitee, employees or tenants, arising out of any occurrences with a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 9 - AMENDMENT OF DECLARATION

9.1 General. This Declaration may be amended by recording in the office of the Register of Deeds for Washington County, Wisconsin, a document to that effect executed by the owners of a least 50% of all lots in the development, and by the Town of Trenton Board, with all signatures duly notarized or by the Declarant prior to the sale of 100% of all lots and by the Town of Trenton Board. Such amendment shall be effective only upon recording. Notwithstanding the above, the Declarant reserves the exclusive right to amend this Declaration through December 31, 2021.

9.2 Procedures. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10 - RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Paradise Hills documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any Association Insurance and;

(c) Any proposed action that requires the consent of a Mortgage Holder as specified in Article 9.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 11 - REMEDIES FOR VIOLATION BY OWNER

11.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief, including an order requiring the removal at Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

11.2 Owner or Occupant Violation: Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, and the failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and any action or proceeding is commenced to enforce the same, shall be paid for from the fund established in Article 3.7. Expenses incurred by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies set forth in this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved in Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 12 - EASEMENTS

12.1 Right of Entry. A right of entry to each Lot, Common Area or out lot is reserved to the Association to service utility installations located on, in or under such Lot, Common Area or out lot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot, Common Area or out lot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or out 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 those authorizing the entry, such entry was for emergency purposes.

12.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Boards deems reasonable for the benefit of the Owners. The easements granted to the Owners may include but are not limited to the placement of drainage swales in the Common Areas to service individual Lots as approved by the Association in accordance with Article 2.5 above.

12.3 Drainage. An easement is reserved to Declarant, the Association and the Town over lots and out lots for the installation of storm ponds, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any master plan approved by the Town.

ARTICLE 13 - TERMINATION

13.1 Termination. This Declaration (and any amendments) shall be binding for a period of twenty-five years (from the date the Declaration is recorded) upon all Owners and any other persons claiming under or through the Declarant. Upon the expiration of the initial twenty-five year period, this Declaration shall be automatically renewed for successive periods of ten years, unless there is a recorded instrument executed by the Owners of at least 75% of all Lots in the development and by a majority of the Town of Trenton Board, or by the Declarant (prior to selling 100% of the Lots) and the Town of Trenton Board terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument.

ARTICLE 14 - CONSTRUCTION AND EFFECT

14.1 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.

14.2 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.

14.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions whereof.

14.4 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 held 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.

14.5 Remedies. All remedies herein are cumulative

14.6 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.

14.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

14.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

14.9 Tax Delinquency. In the event Washington County and/or the Town of Trenton become owners of any lot through the tax delinquency process, neither Washington County nor the Town of Trenton shall be liable for any fees or special assessments described herein.

14.10 Disclaimer. Notwithstanding any other provisions of this Declaration, the Declarant is under no obligation to any lot owner to develop or plat at any time any portion(s) of this development not already platted as of the date of recording of this Declaration.

Executed at Washington County, Wisconsin, on the 1 day of March, 2021.

By: _____
Gerald T. Thull, Declarant

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally, came before me this 1 day of March, 2021, the above named Gerald T. Thull, Declarant, known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Robert G. Pyryk
Notary Public, State of Wisconsin
My commission ~~expires~~: is permanent

ROBERT G. PYRYK NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A
LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 4933, recorded in the Washington County Registry on January 16, 1998, in Volume 34 of Certified Survey Maps on pages 53-56, as Document No. 767732 and being a part of the Southwest ¼ and the Southeast 1/4, Section 20 and Northwest ¼ and Northeast ¼ of the Northwest 1/4, Section 29, Township 11 North, Range 20 East, Town of Trenton, Washington County, Wisconsin.

Tax Key No.: T11 0553 00A

Now known as Paradise Hills, Lots 1 – 26 and 1 Out Lot