

Document Number

EASEMENT

THIS EASEMENT, granted this 27<sup>th</sup> day of July, 2007, by Windridge Group Corporation, a Wisconsin corporation (the "GRANTOR"), to Leslie R. Rahn and Judith M. Rahn, adult residents of Sheboygan County, Wisconsin (together and individually the "GRANTEE(S)").

RECITALS

A. GRANTEES have conveyed to GRANTOR by Warranty Deed, the parcel of real estate consisting of 77.7 acres located in the Town of Sheboygan, Sheboygan County, Wisconsin, more specifically described on Exhibit "A" attached hereto (the "Property"), pursuant to a contract signed April 28, 2006 (the "Contract").

B. Pursuant to the Contract, GRANTOR is required to grant certain easement rights upon the Property to GRANTEES.

NOW, THEREFORE, in consideration for the purchase and sale of the Property, GRANTOR and GRANTEE hereby agree as follows:

AGREEMENT

1. **Grant of Easement.** GRANTOR does hereby grant and convey to Leslie R. Rahn and Judith M. Rahn an easement across the Property to the woods located upon the Property to permit GRANTEES the right to access and walk in the woods. GRANTOR does hereby grant and convey to Leslie R. Rahn the right during his lifetime to continue the legal harvesting of wood for the personal use of GRANTEES. The easement across the Property by GRANTEES and the harvesting of wood by Leslie R. Rahn shall be limited to the public roads within the Property and Outlots 1, 2, 3, 4, and 5 of Windmor Subdivision (the "Easement Area"), as more specifically depicted upon the plat attached hereto as Exhibit "B", and shall not in any event include the Lots within Windmor Subdivision which have been conveyed by GRANTOR.

2. **Use of Easement.** GRANTEES access across the Property shall be by pedestrian or vehicular traffic, including the operation of such farm machinery as is necessary to harvest the wood, consistent with the recorded restrictive covenants for Windmor Subdivision and the recorded conservation easement for Windmor Subdivision. The Easement Area shall not be obstructed in a manner which prevents GRANTEES from the reasonable use of easement rights under this Easement Agreement; provided, however, that GRANTOR and its successors, assigns, agents, managers, and contractors, along with Lot Owners at Windmor Subdivision, shall reserve all other use of the Easement Area.

3. **Term of Easement.** This easement shall be personal to GRANTEES only, may not be assigned to any person without the prior written and recorded consent of GRANTOR, and shall expire and terminate upon the death of GRANTEES. GRANTEES easement rights shall continue during their lifetimes regardless of GRANTEES ownership of the adjacent parcel of real estate. GRANTEES hereby indemnify GRANTORS against any loss or damage resulting from their sole direct acts or from their negligence in connection with the exercise of their rights under this Agreement.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have executed this Easement Agreement as of the day and date set forth above.

GRANTOR:

Windridge Group Corporation

By

Stephen G. Boyd, Secretary

1832866

SHEBOYGAN COUNTY, WI  
RECORDED ON  
08/06/2007 09:05AM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 17.00  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 4  
TRANS # 102473  
# OF PAGES: 4

This space reserved for Recording Data

Name and Return Address

Attorney Peter R. Mayer  
Rohde Dales LLP  
607 N. 8th Street, 7th Floor  
Sheboygan, WI 53081

Part of 59024 343080, Part of 59024 343081,  
All of 59024 343120, All of 59024 343150,  
Part of 59024 343170 and Part of 59024 343171  
(Parcel Identification Number)



GRANTEE:

Leslie R. Rahn  
Leslie R. Rahn

Judith M. Rahn  
Judith M. Rahn

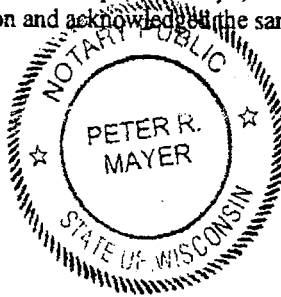
STATE OF WISCONSIN  
SHEBOYGAN COUNTY

Personally came before me this 27<sup>th</sup> day of July, 2007 the above-named Stephen G. Boyd, to me known to be the person who executed the foregoing instrument as Secretary of Windridge Group Corporation and acknowledged the same.

Peter R. Mayer  
Peter R. Mayer

Notary Public Sheboygan County, Wis.

My Commission: (is permanent) expires \_\_\_\_\_



STATE OF WISCONSIN  
SHEBOYGAN COUNTY

Personally came before me this 27 day of July, 2007 the above-named Leslie R. Rahn and Judith M. Rahn, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kim M. Roedel  
Kim M. Roedel

Notary Public Sheboygan County, Wis.

My Commission: (is permanent) expires \_\_\_\_\_

This instrument was drafted by:  
Peter R. Mayer  
Rohde Dales LLP

Exhibit "A"  
WINDRIDGE GROUP CORPORATION  
Legal Description

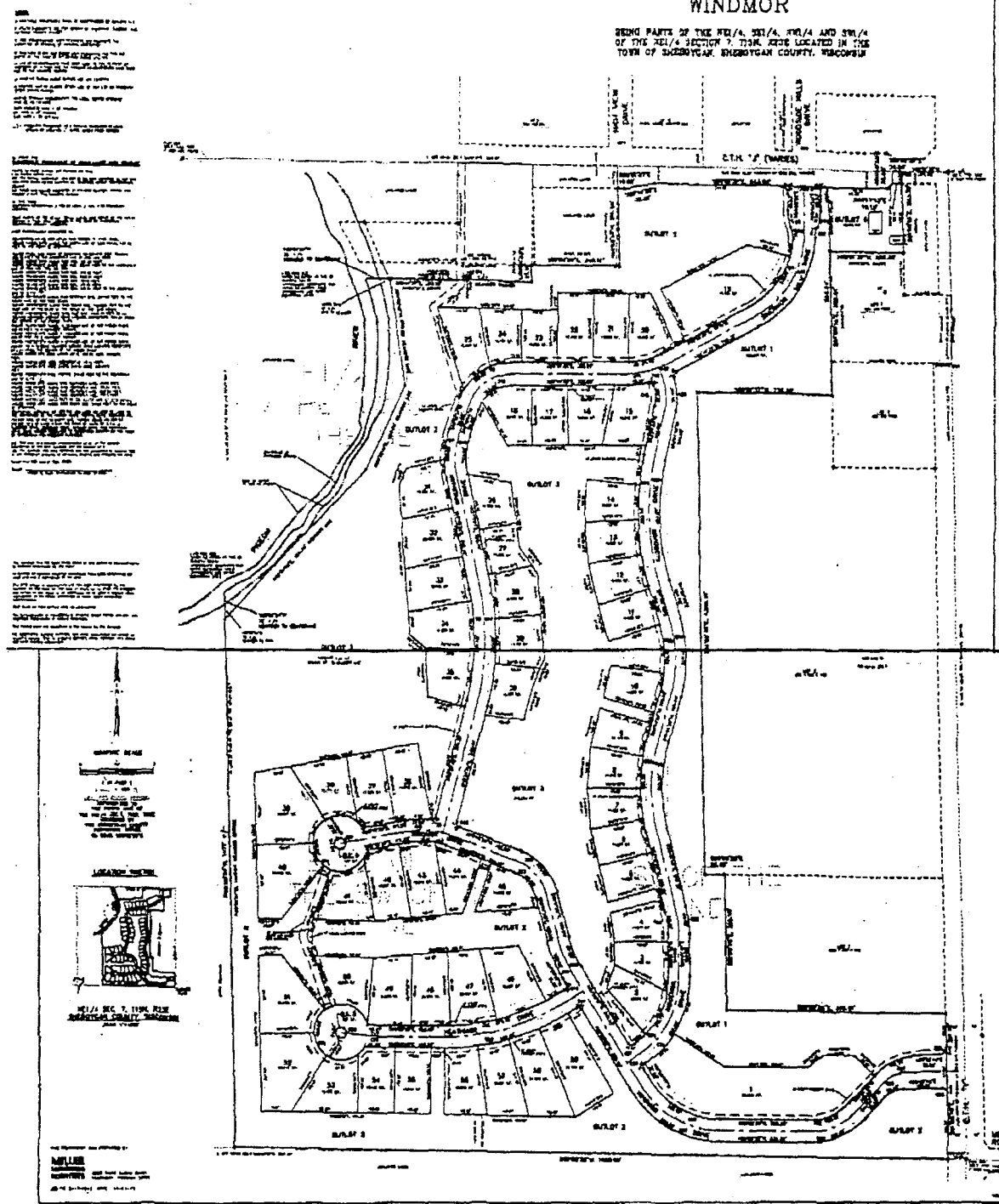
Part of the NE ¼ of Section 7, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of said Section 7, Township 15 North, Range 23 East; thence N89°01'37"W along the North line of said NE ¼ Section 7, 127.70 feet to the point of beginning; thence from said point of beginning S01°00'16"E (South of record), 223.35 feet to the Northerly line of the Certified Survey Map recorded in Volume 22 of Certified Surveys on pages 209/10 as Document No. 1807065; thence N89°01'37"W along the Northerly line of V22 CSM P209/10, 202.33 feet; thence S01°00'16"E along the Westerly line of V22 CSM P209/10, 385.84 feet to the Northerly line of the Certified Survey Map recorded in Volume 22 of Certified Surveys on pages 318/22 as Document No. 1821610; thence N89°01'37"W along the Northerly line of V22 CSM P318/22, 370.39 feet; thence S01°00'16"E along the Westerly line of V22 CSM P318/22, 1288.21 feet; thence S89°00'25"E along the Southwesterly line of V22 CSM P318/22, 53.49 feet; thence S01°00'16"E along the Westerly line of V22 CSM P318/22, 365.10 feet; thence S89°00'25"E along the Southerly line of V22 CSM P318/22, 596.91 feet to the Westerly right of way line of CTH "Y"; thence S01°00'16"E along said Westerly line of CTH "Y", 391.93 feet to the South line of said NE ¼ of said Section 7; thence N89°00'25"W along said South line, 1968.95 feet to the West line of the E 1/2 of the SW ¼ of said NE ¼ of said Section 7; thence N00°59'54"W said West line, 1405.04 feet to an opening meander corner being located S00°59'54"E 72± feet from the center of the Pigeon River; thence N43°24'00"E along a meander line of the Pigeon River, 559.86 feet to a meander corner; thence N25°38'41"E along a meander line of the Pigeon River, 250.89 feet to a meander corner; thence N08°53'15"W along a meander line of the Pigeon River, 286.00 feet to a closing meander corner being located S89°01'37"E, 67± feet from the center of the Pigeon River; thence S89°01'37"E (recorded as N89°01'36"W), 393.86 feet (recorded as 393.87 feet); thence N00°58'23"E (recorded as S00°58'24"W), 47.14 feet; thence S89°04'04"E (recorded as East), 245.51 feet (recorded as 236.00 feet); thence N01°00'13"W (recorded as North), 216.28 feet to the Southerly right of way line of CTH "J"; thence S89°01'37"E along said Southerly line of CTH "J", 19.82 feet; thence N80°46'09"E along said Southerly line of CTH "J", 83.34 feet; thence S89°01'37"E along said Southerly line of CTH "J", 643.04 feet; thence N44°17'43"E along said Southerly line of CTH "J", 19.13 feet; thence N00°58'23"E, 33.00 feet to the North line of said NE ¼ of said Section 7; thence S89°01'37"E along said North line of said Section 7, 24.64 feet to the point of beginning; including all lands lying between the aforescribed meander lines and the center of the said Pigeon River and excepting all lands previously conveyed or dedicated for roadway and/or highway purposes.

Part of Tax Key Number 59024 343080, part of Tax Key Number 59024 343081, all of Tax Key Number 59024 343120, all of Tax Key Number 59024 343150, part of Tax Key Number 59024 343170 and part of Tax Key Number 59024 343171.

16. 7. 2022;

BEING PARTS OF THE NE1/4, SE1/4, NW1/4 AND SW1/4  
OF THE NE1/4 SECTION 7, T30N, R30E LOCATED IN THE  
TOWN OF SHERBOGAN, SHERBOGAN COUNTY, WISCONSIN



Document Number

DECLARATION OF COVENANTS,  
CONDITIONS AND  
RESTRICTIONS OF  
WINDMOR SUBDIVISION

1848618

SHEBOYGAN COUNTY, WI

RECORDED ON

03/20/2008 03:59PM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 73.00

TRANSFER FEE:

EXEMPTION #

STAFF ID 2

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# OF PAGES: 32

Recording Area

Name and Return Address

Attorney Peter R. Mayer

Rohde Dales LLP

607 N. 8th Street, 7th Floor

Sheboygan, WI 53081

Parcel Identification Number (PIN)

Document Number

DECLARATION OF COVENANTS,  
CONDITIONS AND  
RESTRICTIONS OF  
WINDMOR SUBDIVISION

1841751

SHEBOYGAN COUNTY, WI

RECORDED ON

12/13/2007 11:17AM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 69.00

TRANSFER FEE:

EXEMPTION #

STAFF ID 2

TRANS # 188499

# OF PAGES: 30

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Name and Return Address

Attorney Peter R. Mayer

Rohde Dales LLP

607 N. 8th Street, 7th Floor

Sheboygan, WI 53081

Part of Tax Key Numbers 59024 343080,

59024 343081, 59024 343170, 59024 343171

All of Tax Key Numbers 59024 343120,

59024 343150

Parcel Identification Number (PIN)

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
WINDMOR SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision (this "Declaration") is made and entered into by WDG Company, formerly known as Windridge Group Corporation, a Wisconsin corporation ("Declarant") this 12<sup>th</sup> day of December, 2007.

Recitals

WHEREAS, Declarant owns certain real property, located in the Town of Sheboygan, Sheboygan County, Wisconsin, more particularly described on the attached Exhibit A, upon which Declarant has recorded the Plat of WindMor Subdivision and intends to develop a subdivision for residences and other related improvements, to be commonly known as WindMor Subdivision (the Subdivision).

WHEREAS, Declarant intends to subject the Subdivision and all improvements thereon to certain easements, covenants, rights, restrictions, and obligations with respect to the ownership, construction, use and maintenance of Lots in the Subdivision, and improvements and all components thereof.

NOW, THEREFORE, Declarant, as fee owner of the Subdivision, by this Declaration, (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property identified as the Subdivision, (2) declares that all Lots in the Subdivision shall be used, held, transferred, sold and conveyed subject to the Protective Covenants, Conditions and Restrictions hereinafter set forth, which shall inure to the benefit of and encumber the Lots in the Subdivision, and (3) 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 and all parties having any right, title and interest in any Lot in the Subdivision, any owner thereof, and the owner of any interest therein, and/or have any interest in any part of the Subdivision.

**ARTICLE 1. DEFINITIONS**

The following terms shall have the assigned definitions:

**1.1 ACC**

The "ACC" shall mean the Architectural Control Committee for the Subdivision as defined in Article 7.1 of this Declaration.

**1.2 Association**

The "Association" shall mean WindMor Homeowners Association Inc., the members of which shall be all Owners of Lots in the Subdivision and Owners of Units in WindMor North Condominium and WindMor South Condominium.

**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 Defined**

The "Common Areas" shall consist of Outlots 1, 2, 3, 4, and 5 as shown on the Plat.

**1.8 Reservation of Common Areas**

The Declarant hereby declares all of the "Common Areas" shall be reserved for the benefit of all Association Members for the purposes intended, including without limitation, the perpetual maintenance, operation, repair and replacement of the Common Improvements located therein.

**1.9 Common Elements**

The "Common Elements" shall be limited to those areas within Lot 1 (WindMor South Condominium) and Lot 19 (WindMor North Condominium), which are defined as Common Elements in either the applicable Condominium Declaration or on the applicable Condominium Plat.

**1.10 Common Improvements**

The "Common Improvements" consist of the following, some of which may be located in Common Areas and some of which may be located in the public way:

- a) The storm water detention ponds and all associated drainage swales, storm sewer lines, outfall structures, rip rap, and other improvements and facilities located in the Common Areas or drainage easements for storage and management of storm and surface waters.
- b) All survey monuments, decorative structures, signage intended for permanent location, landscaping, fences and other structures and improvements located within the Common Areas.
- c) All walking trails, landscaping, passive recreational facilities (e.g. benches, gazebos, etc.), cul-de-sac green spaces (including lighting), drainage easements, any recreational facilities, structures and improvements installed by the Declarant or the Association (e.g. tennis courts, putting greens, children's play area, or recreational buildings or other structures) and any other improvements made by the Association in the Common Areas.

**1.11 Declarant**

The "Declarant" shall mean WDG Company, formerly known as Windridge Group Corporation, and the successors and assigns of Declarant pursuant to assignment in accordance with Article 16.7 of this Declaration.

**1.12 Declaration**

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

**1.13 Director**

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

**1.14 Drawings**

The term "Drawings" is defined in Article 7.4.

**1.15 Lot**

"Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat and shall include a building site, including without limitation each Unit and the associated Limited Common Elements and undivided interest in Common Elements within WindMor North Condominium or WindMor South Condominium. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

**1.16 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.

**1.17 Mortgagee**

"Mortgagee" shall mean a Lender or the holder of a Mortgage.

**1.18 Occupant**

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

**1.19 Outlot**

"Outlot" shall mean Outlots 1, 2, 3, 4, and 5, as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

**1.20 Owner**

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

**1.21 Plat**

The "Plat" is the plat of the real property for Windmor Subdivision described on the attached Exhibit A as recorded in the Register's Office.

**1.22 Storm Water Control Elements**

"Storm Water Control Elements" shall include any natural or engineered element used to collect, contain, filter, or slow the flow of surface water. This may include, but is not limited to, rain gardens, rain barrels, cisterns, ditches, berms, and drainways, along with such storm water storage and management elements included as Common Improvements.

**1.23 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.

**1.24 Register's Office**

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

**1.25 Rules**

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

**1.26 Subdivision**

"Subdivision" shall mean all of the Lots, including without limitation WindMor North Condominium and WindMor South Condominium, and Outlots 1, 2, 3, 4, and 5, all as more specifically shown on the Plat.

#### **1.27 Town**

"Town" shall mean the Town of Sheboygan, Sheboygan County Wisconsin, and its successors.

#### **1.28 WindMor Subdivision Documents**

"WindMor Subdivision Documents" shall consist of this Declaration, Articles of Incorporation of the Association, the Bylaws of the Association, the recorded Conservation Easement, and with respect to only Lots 1 and 19 also the documents relating to WindMor South Condominium and WindMor North Condominium.

### **ARTICLE 2. ASSOCIATION OF OWNERS**

#### **2.1 Administration**

Declarant shall establish the Association to administer the Property. Declarant shall include provisions in the Bylaws for the 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 of 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 Lot Owner shall be a Member of the Association. Except for Declarant and the condominium ownership of Lots 1 and 19 of the Subdivision, the Owner of each Lot shall be entitled to one (1) vote. If more than one person owns a Lot, then the Owners shall determine between themselves who has the right to cast the one (1) vote or may divide their vote in relation to their ownership interest, but in no event shall the owner of any one Lot have more than one (1) vote. For purposes of Lot 1 and Lot 19, the owner(s) of each Unit within WindMor North Condominium or WindMor South Condominium shall hold the same voting rights as the owner(s) of another Lot in the Subdivision. The condominium associations and the condominium unit owners shall not have an additional vote relating to the undivided ownership interest in condominium common elements within Lot 1 and Lot 19 of the Subdivision. A party holding a land contract purchaser's interest or any other similar equitable interest in a Lot shall be considered the Lot Owner, as long as the land contract or other document establishing the equitable interest has been recorded. Declarant shall be entitled to three (3) votes for each Lot owned by Declarant ("Declarant Lot"), including without limitation any Units within WindMor North Condominium or WindMor South Condominium. 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, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) thirty (30) days after the receipt of occupancy permits from the Town for all of the Lots and the transfer of all lots to individual homeowners from Declarant, Declarant's affiliates, or agents; or (2) 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 any penalty. The Board and the Declarant may hire and designate consultants and advisors to assist them in the administration of the Declaration, subject to reimbursement by the Association.

### **2.5 Approvals**

Except for proposals requiring approval by the ACC pursuant to Article 7 hereof, 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.

## **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 relating to the Common Improvements, 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 (b) special assessments, or fines on particular Lots or 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.

### **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 seeking to enforce payment including the Association's reasonable attorneys' 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. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Lot 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 five (5) 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 Lot, 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 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.

## **ARTICLE 4. MAINTENANCE AND ALTERATIONS**

### **4.1 Owner Responsibility**

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; both on the Lot and within the roadside ditch, maintain on-site Storm Water Control Elements, maintain its culverts and driveway endwalls, and remove snow from driveways in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition. Each Owner shall also reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees, contractors, or tenants.

### **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 storm water facilities and Storm Water Control Elements, common roadside ditches, common sidepaths (including cul-de-sacs), sidepath culverts and endwalls, landscaping, trees, plantings, and grass in the Common Areas including trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

## **ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY**

### **5.1 Residential Use**

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 compliance with any additional Rules established relating to such burdens, (2) the sale of Lots, development of the Subdivision, and construction activities related thereto, subject to the other provisions of the WindMor Subdivision Documents and any Rules related thereto, or (3) the establishment of offices or model homes by Declarant or its affiliates or agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a single-family residential home as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

## **5.2 Restrictions on Resubdivisions**

No Lot shall be divided into smaller Lots so as to increase the total number of Lots in the Subdivision, except with respect to the establishment of WindMor South Condominium upon Lot 1 and WindMor North Condominium upon Lot 19.

## **5.3 Connection Between Ownership and Occupancy of Lots**

Each Lot must be occupied by its Owner; the Owner's equitable beneficiary; the Owner's tenants; the Owner's shareholder, director, member, partner, employee, trustee or officer; or a member of the Owner's immediate family. For purposes of this Article, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the WindMor Subdivision Documents caused by an Occupant. The Association shall have the right to require communication only with the Owner, but shall have the option in its sole discretion to also address any breach directly with the offending Occupant. Any Owner may lease a residence on a Lot for a term of not less than six (6) months unless otherwise approved by the Association. Any lease or rental agreement must be in writing with a copy submitted to the Association, and the Owner shall provide a copy of the Windmor Subdivision Documents to any tenant.

## **5.4 Prohibited Uses**

### **a) Vehicles**

No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage. Owners and Occupants shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles shall be parked in driveways and not on the street, except for temporary permit parking as described in Article 5.4 (e) hereof.

### **b) Outside Storage - Lot**

Except for temporary parking as described in Article 5.4 (e) hereof, there shall be no outside storage of boats, trailers, buses, large trucks, campers, inoperable vehicles, or any similar vehicles stored or kept on any Lot for a period of more than 72 hours. Any machinery, motor vehicle, boat, trailer, camper, recreational vehicle, or similar vehicle may be stored or kept within the garage of the residence with the garage door closed. The purpose of this provision is to provide an aesthetically pleasing subdivision for all residents. The Board shall use its best efforts to fulfill this purpose for the good of all Owners.

### **c) Outside Storage - Patio/Deck/Porch/Balcony**

No portion of a Lot outside of a Building, including, but not limited to, patios, decks, porches, and balconies, shall be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

### **d) Temporary Structures**

No structure, trailer, 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 and the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

### **e) Parking - Winter/Overnight/Temporary**

Street parking is prohibited in the subdivision except by private event parking permit issued by the Town. In the event that the Town elects to discontinue the administration of private event parking permits for the Subdivision, then the Association shall, after consultation with the

applicable police and municipal authorities, establish a process for issuing private event parking permits to Owners.

**f) Waste**

The personal refuse, garbage, and recycling receptacles for each occupied home shall be stored within the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage/recycling pickup.

**g) Restricted Dumping**

No, grass clippings, rocks or other debris or waste materials shall be dumped by any Owner onto any Lot or Outlot within the Subdivision.

**h) 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 WindMor Subdivision Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audiovisual equipment. 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, Occupant 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.

**i) Signs**

No Owner or Occupant, except Declarant, may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Lot which are visible from the public streets or Common Areas without the prior written consent of the Board, except that an Owner may within their Lot erect or post a temporary sign of customary and reasonable dimension relating to the sale or open house of a Lot for sale. The Declarant or the Board, as applicable, shall have the right to establish by Rule, additional specific limitations defining reasonable dimensions of signs allowed within the Subdivision, and all Owners and Occupants shall comply with any such additional Rules. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters, yard signs, 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.

**j) Pets**

No more than two domestic animals may be kept on any Lot, including dogs, cats, and other normal household pets. Use of invisible fencing or similar control system shall be encouraged. No animals within the Subdivision shall be kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance as determined by the Board within the Board's sole discretion. The Board shall establish and enforce rules and regulations regarding pets, which shall be followed by all Owners that keep pets. The Board may order the removal of any pet at any time in its sole discretion after notice and a hearing if such pet is or becomes offensive, a nuisance or harmful in any way to the Subdivision or those occupying or owning therein. The Association may charge a fee of any pet owner to cover the Association's administrative or enforcement costs. All pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash unless the ACC has approved a dog kennel under Article 7. Any pet excrement in portions of the Subdivision other than the pet owner's Lot shall be removed immediately by the Occupant of the residence in which the pet resides. Pet excrement on any lot

shall be routinely, no less than on a weekly basis, removed by the Occupant. A violation of the provisions of this paragraph shall subject the responsible Lot Owner to additional special assessments by the Board for the enforcement costs, including but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board.

**k) Pools (above-ground)**

No above-ground swimming pools, other than portable wading pools of a depth not exceeding 24 inches, are allowed. See Article 8.5(q) hereof for additional restrictions regarding swimming pools.

**l) Off Road Vehicles**

Recreational off road vehicles (including, but not limited to, ATV's, Snowmobiles, mountain bikes, or BMX type motorcycles) are prohibited in the Common Areas.

**m) Accessory Building.**

Buildings other than the principal residence and attached garage shall be limited to children's playhouses, greenhouses, pool cabanas, gazebos, and storage sheds, none of which may exceed 10x12 feet and shall be a single story. Any such building (i) shall be architecturally consistent in quality, material, character, and appearance with the residence, (ii) shall not be designed or used for any nature of temporary or permanent occupancy, and (ii) shall be built in accordance with the plan which has been approved by the ACC prior to construction of the same.

## **ARTICLE 6. ENVIRONMENTAL REGULATIONS**

### **6.1 Grading, Filling, Excavation.**

All grading, excavation, filling and any other construction activities shall be in strict conformance with the master grading plan of the Subdivision. Each Lot Owner shall be obligated to indemnify, defend and hold harmless the Declarant, its members, contractors, agents and consultants against any violation of Environmental Regulations caused by said Lot Owner, its agents, contractors, occupants, or employees.

### **6.2 Private Storm Water Control**

Storm water control elements will be designed for each Lot taking into account the specific home design for individual lots. Each Lot Owner is required to maintain designed Storm Water Control Elements in good operating order. Storm elements may include, but are not limited to, cisterns, rain gardens, rain barrels, drywells, and irrigation.

## **ARTICLE 7. ARCHITECTURAL CONTROL**

**7.1 Appointment.** The Architectural Control Committee (the "ACC") shall consist of one or more representatives of the Declarant. The ACC shall initially consist of two persons; Stephen G. Boyd and H. Joel Boyd. The Declarant may, at any time, resign as the ACC, and upon such resignation the Declarant shall notify the Lot Owners in writing of such resignation. At that time, the majority of the Lot owners in the Subdivision shall elect the ACC consisting of three persons who shall establish its operating rules and procedures. Notwithstanding the fact that the Declarant may resign as the ACC for the Subdivision, the Declarant shall continue to act as the ACC for any Lots owned by the Declarant. After the Declarant no longer controls the Association as described in Section 2.3 of this Declaration, the Association or a majority of Lot Owners may elect a successor ACC at a meeting of Lot Owners called by notice in writing, mailed to the last known address of all Lot Owners as shown on the assessment rolls of the Town.

## 7.2 Approval of Plans

a) **Separate Town Approval.** Matters which require approval of the ACC may also require review and/or 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.

b) **Architectural Review.** In order to maintain the integrity and aesthetics of the Subdivision, all building plans for any Building or other permitted improvement including, but not limited to, the exterior design and color of each Building to be constructed, and all yard grades and stakeout surveys showing erosion control measures shall be submitted to the ACC and the ACC shall review the same in writing prior to Lot Owner (or its agents or contractors) submitting an application to the Town of Sheboygan for a building permit. In addition, no structure, fence, wall, or improvement shall be erected, placed, or altered on any Lot in the Subdivision until the Drawings have been approved by the ACC as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The ACC shall also have the authority among other things to require, at a minimum, pitch or slopes on the main structure of the residence to be constructed, remodeled, or added onto any Lot in the Subdivision, to require the colors of roofing materials, siding, shutters, windows, or other accents to any residence or Building to be constructed or remodeled; to prohibit or regulate the use of active solar or heating panels; to regulate the construction and maintenance of awnings, and generally to require that any plans meet the standards established by the ACC. After the Drawings have been submitted to the ACC for review, the ACC may request additional information and/or revised Drawings if it is deemed necessary and in its sole discretion.

c) **Procedure for Approval.** Prior to application for a building permit, each Lot Owner shall submit the following documents to the WindMor Architectural Control Committee c/o WDG Company, 4325 Industrial Court, Sheboygan, WI 53083, Attention: H. Joel Boyd.

(1) Three (3) sets of drawings of the proposed Building showing, at a minimum, floor plans, elevations of all sides of the Building, exterior finishes, exterior colors (with color samples), roofing type (with color samples), landscaping, driveway location and size, exact location of Building on a Lot and location of any accessory Buildings or amenities;

(2) Three (3) sets of the proposed grading and landscaping plans for the Lot;

(3) A Plat of Survey showing the location of the Building, driveway, and any other improvements to be made to the Lot, to scale, with dimensions and setback distances shown;

(4) Three (3) sets of architectural specifications for the above;

(5) The current address, fax number, and e-mail address for mailing the written determination of the ACC;

(6) All Drawings must be sent to the ACC by hand delivery or certified mail. The Declarant shall not be obligated to submit or obtain approval as long as the Declarant owns any Lots in the Subdivision. At such time as the Drawings meet the approval of the ACC, one complete set of the Drawings will be retained by each party and the other

complete set shall be marked approved, signed by each party, and returned to the Lot Owner or the Lot Owner's designated representative. If the Drawings are disapproved, one set of the Drawings shall be returned to the Lot owner marked "disapproved" and shall be accompanied by a statement of the reasons for disapproval. The ACC's approval or disapproval shall be in writing. In no event shall the ACC give oral approval of any of the Drawings; and

(7) The identification of the general contractor hired by the Owner to construct the Building, along with (i) a summary of qualifications of the general contractor and any subcontractors, (ii) a list of existing Homes constructed by the general contractor which are substantially similar in design, quality of materials and workmanship, and concept to the residences already constructed by Declarant or its related entities or affiliates in the Subdivision or planned by Declarant or its related entities or affiliates for the Subdivision, (iii) verification of the financial security of general contractor and the ability to complete the construction, or in the alternative an agreement for a performance bond as a part of the construction contract, and (iv) confirmation that the general contractor is constructing any Home for Owner or an Occupant and not as a spec or model home, all of which items (i), (ii), (iii), and (iv) shall be provided to the ACC in order to demonstrate and confirm that the use of the general contractor (i) will not detract from the consistent quality, design, and concept of the Subdivision, (ii) will not detract from or depreciate the value any portion of the Property, and (iii) will likely result in construction of a Building in full compliance with the requirements of this Declaration. The approval of the general contractor shall be within the discretion of the ACC. The Declarant and its related entities and affiliates shall be exempt from this provision. Approval of a general contractor on previous Buildings within the Subdivision is not a guarantee of future approvals.

### **7.3 Prior Approval for Changes**

If after the completion of any approved improvements to a Lot, the Owner thereof desires to construct any additional improvements to the Lot or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall again be required to comply with the provisions of Article 7.2 above. A proposed alteration will be deemed substantial if it affects the addition, location, or exterior appearance of the prior approved improvements.

### **7.4 Review and Approval Process**

None of the activities listed above in Article 7.2 shall take place without the prior written or deemed approval, as defined in Article 7.4 b) 2) below, by the ACC of the Drawings for any such proposed activity, except if the activity is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

#### **a) The Drawings shall include the following:**

- 1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, driveways, below grade pools, garages and fences or other matters proposed to be erected or reconstructed on such Lot,
- 2) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view,

3) detailed plans and specifications for the construction of the Storm Water Controls including landscaping, and

4) the proposed landscaping.

**b) Standards and Procedural Matters of Consideration for Approval**

1) The ACC shall review and consider any Drawings submitted to the ACC provided that any fees imposed for ACC review have been paid by the Owner(s). In considering the Drawings, the ACC shall consider whether all of the proposed activities proposed in such Drawings comply with the terms of this Declaration and in the ACC's sole opinion, do not detract from or depreciate any portion of the Property, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally) or may object to Drawings (absolutely or conditionally). The ACC may not disapprove of any reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto provided reconstruction neither adds nor subtracts from previously approved plans, materials, site grading elevations, colors.

2) If the ACC fails to approve or object to the Drawings within sixty (60) days after submittal of the complete Drawings and payment of any review fees to the ACC, the Drawings shall be deemed approved as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve or object to the Drawings within sixty (60) days after the submittal of the complete revised Drawings and the payment of any additional review fees to the ACC.

**7.5 Procedures and Budget**

The ACC may set its own operating procedures consistent with this Declaration. 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 by an applicant Owner in connection with the submittal and review of any Drawings.

The ACC may engage and employ 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 Owner. The members of the ACC shall not receive any compensation for serving on the ACC but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

**7.6 Uniformity Standards; Waiver**

Subject to the minimum standards imposed by the Town of Sheboygan Zoning Ordinance, the ACC may adopt additional written standards of architectural uniformity, setback, grading, landscaping, basements, roofing, or exterior materials, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard contained herein, and may waive any floor area requirements by up to 10% so long as the reduction does not violate the Town of Sheboygan Zoning Ordinance. 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"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

#### **7.7 ACC's Approval**

The ACC shall have 60 days after its receipt of the final Drawings from the Lot Owner within which to render its decision on the approval or disapproval of the Drawings. The final Drawings shall include any additional specifications and/or revised Drawings requested by the ACC. In the event the ACC fails to approve or disapprove within 60 days after complete final Drawings have been submitted to it, approval shall be presumed and all related Covenants and Restrictions shall be deemed to have been in full compliance by the Lot Owner. No construction, remodeling, or alterations may be started by any Lot Owner without the prior written approval of the ACC except as provided above. If a Lot Owner fails to submit final Drawings for approval by the ACC and/or otherwise fails to follow the procedures set forth herein, any construction, remodeling, or alterations whether such construction, remodeling or alterations have been started or completed, shall constitute a violation of these Covenants and Restrictions. No Owner of a Lot may claim that the ACC, through any acts or failure to act by the ACC, has waived its right to approve or disapprove any such construction, remodeling, or alteration. The decision of the ACC is final as to all matters.

#### **7.8 Timing - Extensions**

Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings are required to be submitted or resubmitted, as the case may be. The ACC may, in its discretion, extend the approval period by up to an additional 6 months if it reasonably determines that the delay has been primarily caused by factors outside of the control of the Owner.

#### **7.9 Liability of Declarant and the ACC**

The Declarant and its assignees and the members of the ACC shall have no liability for decisions made by them so long as such decisions are made in good faith and are not discriminatory, arbitrary, or capricious. Any errors in or omissions from the documents submitted to the Declarant or the ACC shall be the responsibility of the entity or person submitting the documents and the Declarant or the ACC shall have no obligation to check for errors in or omissions from any such documents or to check for such document's compliance with the general provisions of these Covenants and Restrictions, local ordinances and regulations, state statutes, or the common law. Declarant shall have no responsibility or liability for (i) the creation, selection, management, or operation of the ACC, (ii) any actions taken or omitted to be taken by or on behalf of the ACC as a result of, in connection with, under, or pursuant to this Declaration, or (iii) any liabilities, obligations, debts, actions, causes of action, claims, debts, suits, or damages incurred by or on behalf of or arising in connection with the ACC or the duties and obligations of the ACC pursuant to these Covenants and Restrictions.

#### **7.10 Declarant Representations**

Declarant makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Declarant recommends that prospective buyers have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.

#### **7.11 Indemnification**

Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' 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 of 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 a settlement of such proceeding, this 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 such person's performance 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 herein shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

## **ARTICLE 8. CONSTRUCTION OF IMPROVEMENTS**

### **8.1 General Standards**

All construction in the Subdivision shall be in accordance with the standards set forth in this Declaration.

- a) If any statutes, ordinances, rules, regulations, zoning codes, or building codes require setbacks which are different than those provided in this Declaration, the provisions of this Declaration will apply if they are more restrictive.
- b) Notwithstanding the setback requirement specified herein, the orientation and precise location of each Home and attached garage, as well as all other improvements on the Lot, must be approved in writing by the ACC and a building permit must be issued prior to any construction, it being intended that the ACC may, in its discretion, impose greater setback requirements than those permitted under Municipal ordinances in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the ACC deems advisable. Additionally, the approval of the exact location of the Home by the ACC may be for the purpose of ensuring a proper and consistent setback of structures and buildings and to avoid blockage and views of other properties.
- c) Homes adjacent to, directly across from, or in the immediate vicinity of each other can not be exactly the same or so similar as to be monotonous or aesthetically displeasing. The ACC shall be acting reasonably if it does not approve the Drawings for a home because another home in close proximity would be too similar in appearance.

### **8.2 Construction Deposit**

- a) At the time of closing on a Lot, a construction deposit equal to five percent (5%) of the purchase price ("Construction Deposit") shall be collected from the Lot Owner and held by Declarant. Declarant may, at its sole discretion, waive the construction deposit entirely or postpone deposit until home construction commences.
- b) This Construction Deposit is required to assure compliance with the terms and conditions of Article 8 which deal with construction damage to tile system, cleanup, damage to the street, installation of the required mailbox, lamp post, culvert, endwalls and security that the Lot Owner and its contractors will take adequate measures to protect the roadside ditch and common landscaping installed during the construction and landscape process.
- c) In the event the Lot Owner is unable to obtain compliance of its contractors, fails to use properly sized culvert, endwalls to its Common Areas, rendering cleanup, installation, repair or replacement necessary by the Declarant, such costs will be deducted from the Construction Deposit. In the event that the Construction Deposit has been exhausted, any additional cost

thereof not covered by the construction deposit shall become a special assessment against the Lot under Article 3 of the Declaration.

d) In the event that no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the Lot Owner after completion and the first occupancy of the residence, within thirty (30) days of the Lot Owner's written request.

### **8.3 Construction Damage (General, Common Areas)**

a) Each Lot Owner shall be responsible for any damage to any other Lots, the Common Areas, the Common Improvements, or any public and private Improvements, Storm Water Control Elements, or facilities the Declarant has constructed or installed, whether directly by Declarant or its affiliates or related entities or under contract with any subcontractor or governmental agency, if caused by said Lot Owner, its agents, employees, or contractors, including without limitation, ruts from vehicles or equipment, destruction of vegetation, street cleaning and repairs, roadside ditch repair, or due to the depositing of fill or construction refuse. Any such damage shall be fully restored or cleaned up immediately at the sole cost and expense of the responsible Lot Owner. In the event either the Declarant or the Association incurs any cost or expense due to any such damage, the responsible Lot Owner shall reimburse the Declarant or the Association, as applicable, upon demand for all costs incurred, including reasonable attorney fees, together with the interest thereon at 18 percent per annum accruing from the date incurred until paid in full.

b) In the event either the Declarant or the Association incurs any costs or expenses, including reasonable attorney fees, in accordance with this Article 8.3, such costs and expenses shall become a special assessment against the Lot under Article 3 of this Declaration.

### **8.4 Architectural Requirements & Guidelines**

#### **a) Minimum Square Feet**

Only one single family home may be constructed on each Lot. Homes shall conform to the following sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations. For the purposes hereof, "more than 1 story" includes homes referred to as one and a half story or two stories.

#### **Condominium Sites**

- 1) 1 Story: 1,300 Square Feet Minimum
- 2) More than 1 Story: 1,500 Square Feet with no less than 1,000 square feet on the first floor
- 3) 3-car maximum garage size

#### **Lots 2 thru 17 and Lots 20 thru 24**

- 1) 1 Story: 1,500 Square Feet Minimum
- 2) More than 1 Story: 2,000 Square Feet with no less than 1,000 square feet on the first floor
- 3) 4-car maximum garage size

#### **Lots 25 thru 35 and Lot 18**

- 1) 1 Story: 1,700 Square Feet Minimum
- 2) More than 1 Story: 2,200 Square Feet with no less than 1,100 square feet on the first floor

- 3) 4-car maximum garage size

**Lots 36 thru 59**

- 1) 1 Story: 1,900 Square Feet Minimum
- 2) More than 1 Story: 2,400 Square Feet with no less than 1,200 square feet on the first floor
- 3) 4-car maximum garage size

**b) Lot Setbacks**

Front Yard: Minimum allowed by Town Ordinance.  
Rear Yard: Minimum allowed by Town Ordinance.  
Side Yard: Minimum allowed by Town Ordinance.

Any variance approved by the Town of Sheboygan allowing a smaller lot setback on any side of any lot does NOT imply acceptance by the ACC. If any such variance is approved by the Town, plans must be submitted to the ACC for review and approval.

**8.5 Construction Specifically Regulated**

**a) Attached Garage Required.**

Each residence shall have a private garage suitable for parking not less than two standard size automobiles. No garage shall be enclosed or otherwise altered to prevent the parking of at least two standard size automobiles completely within such garage. Enclosure of garages by Declarant for temporary marketing, sales, construction, or office purposes is permitted provided such enclosures and offices are architecturally compatible with the residence.

**b) Mailboxes and Lampposts**

1) Declarant will provide a mailbox for each Lot. Said mailboxes may be, at Declarants sole discretion, located in a centralized location or individual posts. No Owner shall be permitted to place a freestanding mailbox in their yard unless otherwise provided by Declarant.

2) Individual lamp posts shall be permitted and subject to approval of the ACC.

**c) Driveways & Culverts**

1) A driveway approach with galvanized steel culvert of a size to be specified for each Lot and endwalls constructed of Versa-Lok or stone outcroppings. The size of the culvert shall be determined and approved by the Town of Sheboygan Engineer. Culvert pipe shall be properly installed as to grade and drainage, in its permanent location, and covered with crushed gravel, before any materials or construction equipment are moved on to any Lot within the Subdivision. All driveway approaches between the paved roadway and the right of way line shall be covered in asphalt or concrete at the Owner's expense.

2) Each Lot shall be allowed only one driveway. Said driveway shall not be located closer than two (2) feet to a side lot line. Corner Lot Owners may petition the ACC for a driveway/culvert crossing on a second street frontage.

3) Use of a roadside ditch for ingress or egress to any Lot is strictly forbidden.

4) Each Lot shall be improved by the Lot Owner with an asphalt, brick or concrete driveway extending from the street right-a-way to the garage within 90 days following

issuance of an occupancy permit for the Home, or if said permit is granted after September 15, then said completion shall be achieved prior to June 1 of the following year. A plot plan showing the location of the drive shall be submitted to the ACC for its prior approval under Article 7.

**e) Basements**

The ACC shall be acting reasonably if it requires portions of basement walls to be exposed on Lots with significant grades to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with material consistent with the overall architecture of the residence.

**f) Exterior Materials**

The exterior siding of a home shall be made of natural, or simulated natural materials. Natural materials include: face brick, stone, wood, and any other natural material approved by the ACC. Simulated natural materials include Fiber cement siding and trim materials (commonly known as "hardiplank"), engineered or resined wood siding and trim (commonly known as "Smartside"). Vinyl, aluminum, steel, masonite, siding products are prohibited. Windows, doors, patio doors and garage doors, of wood, vinyl, masonite, steel, or clad in aluminum are acceptable.

The ACC at its discretion may require any material on the front façade of any home to ensure architectural consistency.

**g) Windows**

Each home is encouraged to use shutters or wide window trim on every window. Whichever is used on the front of the home, then must be used on the sides and the rear of the house to maintain architectural consistency.

Window grills (mullions) are encouraged on all operating windows, and the style used on the front of the home is the style that is required on the sides and the rear of the house to maintain architectural consistency.

There shall be no windowless elevations.

**h) Patio Doors**

Each home is required to use wide patio door trim, on every patio door. Whichever trim is used as the window trim is required to be used as the patio door trim.

**i) Corner Boards**

Each home utilizing rough sawn cedar or LP Smartside siding is required to use rough sawn cedar or LP Smartside corner boards on all corners of the home. The type of corner boards that are used on the front of the home then must be used on the sides and the rear of the home to maintain architectural consistency.

**j) Exterior Trim**

The soffit, fascia, frieze boards, gable vent trim, entry door frame trim, overhead door jamb/trim, box windows, and fixture blocks shall be constructed with LP Smartside, cedar, or ACC approved engineered materials.

**k) Roof**

A residence shall have a roof of architectural grade dimensional shingles. Roof pitches on the main portions of the home must be a minimum of 8:12 (8 feet in height for each 12 feet in

length). Architectural features may have less pitch if approved by the ACC. Subject to the approval of the ACC, Prairie/Craftsman style homes shall have a minimum 4:12 roof pitch.

**l) Fences**

Fencing is only allowed around in-ground pools. All fencing must be approved by the ACC and Town of Sheboygan prior to installation. The ACC shall make the final determination on what fencing will be permitted, the location of fencing, and the height of the fencing. In general, no fence erected on any Lot shall be higher than four (4) feet from the graded surface of the ground on which it is erected. No chain link fencing shall be permitted. Fences are not allowed to encroach into utility easements without permission from Alliant Energy, Wisconsin Public Service, SBC, Charter Cable, Town of Sheboygan, and/or Time Warner. Each Lot Owner is advised to contact Alliant Energy, Wisconsin Public Service, SBC, Charter Cable and/or Time Warner in the event they want to encroach into a utility easement to make certain they understand all restrictions and rules regarding such easements. In the event a fence is permitted by the above utilities, an access gate shall be provided within said easement. Fences are not allowed to encroach into drainage easements without permission from the Town of Sheboygan. Each Lot Owner is advised to contact the Town of Sheboygan in the event they want to encroach into a drainage easement to make certain they understand all restrictions and rules regarding such easements. In the event a fence is permitted by the Town of Sheboygan, an access gate shall be provided within said easement.

**m) Additions to the Exterior Home**

Additions such as sunrooms, enclosures, awnings, pergolas, or any other similar structures must be approved by the Town of Sheboygan and ACC. All future additions are subject to the architectural controls of this Declaration and the building permit requirements of the Town of Sheboygan.

All structural additions must be designed by a qualified engineer, architect or designer experienced in residential design.

**n) Antennas**

Roof mounted Radio/TV antennas are strictly prohibited. Ground mounted antenna towers, C-band direct broadcast satellite dishes, and other equipment for receiving or sending audio or video messages or transmissions are prohibited. Internal attic-installed Radio/TV/HDTV antennas are preferred. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must be in compliance with Town ordinances.

**o) DBS Satellite Dish.**

The location of all direct broadcast satellite (DBS) dishes require the approval of the ACC, which approval shall not be unreasonably withheld. The ACC shall not place any restrictions that impair the installation, maintenance, or use of such antennas and satellite dishes that would be in violation of 47 C.F.R. Section 1.4000. All antennas and satellite dishes must be one meter or less in diameter.

DBS Satellite dishes shall not be located on any front (roadside) elevation of a home or be readily visible from street.

**p) Clotheslines**

Clotheslines may be installed and/or used on a Lot provided the clothesline installation is approved by the ACC. Any clothesline allowed on a Lot shall be limited to portable or retractable lines and shall be limited to the rear yard of the Lot.

**q) Pools**

No permanent above-ground pools shall be installed. In-ground or seasonal above-ground pools (portable wading pools of a depth not to exceed 24") may be installed on a Lot only with the approval of the ACC, which will be acting reasonably if it does not approve an in-ground pool which is not completely enclosed by a secure wall or fence of a minimum of four (4) foot elevation, with a self closing and self latching gate or door (at the top of such gate or door). There must be an unobstructed distance of at least four (4) feet between the fence and all points of an in-ground pool.

**r) Walkways**

All walks leading up to the front door must be paved with a hard surface such as concrete, stamped concrete, brick or flagstone. Asphalt walks are not allowed.

**s) Decks**

Decks must be located to the rear of the dwelling. All decks must be approved by the ACC and Town of Sheboygan prior to installation. Decks may be constructed of cedar or maintenance free recycled materials as long as the material is in harmony with the adjacent home. Decks shall have a clear or tinted preservative stain applied to them and shall not be left to weather naturally. Paint is not permitted on the walking surface of the deck, but can be applied to hand railings and all other surfaces.

**t) Patios**

Patios must be constructed with a hard surface material such as concrete, stamped concrete, brick pavers, flagstone or similar materials as long as the material is in harmony with the home. Asphalt patios are not permitted.

**u) Porches**

Porches (Front/Wrap Around) shall be integral to the architecture of the Building. Porches may be constructed of pressure treated wood, other natural insect/disease resistant woods, or maintenance free products as long as the material is in harmony with the home.

**x) Fixed Grills**

All fixed outdoor grills must be approved by the ACC. Permanent outdoor grills should be placed behind the rear elevation of the house and should not be placed within ten (10) feet of the side and rear property lines.

**y) Dog Kennels**

Dog kennels shall be attached to the dwelling in the rear yard of the Lot and must be approved by the ACC prior to construction. The ACC shall condition any approval for a dog kennel by requiring the appropriate screening of the dog kennel.

**z) Utilities**

All utilities must be rear loaded and installed underground.

**aa) Solar Collectors**

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

### **8.6 Landscaping Requirements & Guidelines**

#### **a) Existing Vegetation**

At time of construction of the Building, no existing live tree with a diameter of two (2) inches or more, at a height of four feet above the ground shall be cut down, destroyed, mutilated, moved, or disfigured without the approval of the ACC.

#### **b) Grading**

Declarant and the Town of Sheboygan have agreed to a certain Storm Water Management Plan, Interim Grading Plan, and Master Grading Plan. Each Lot Owner shall conform to the Storm Water Management Plan and Master Grading Plan and shall not alter the grades established in such plans. In the event of a conflict between any proposed Drawings and the Storm Water Management Plan or the Master Grading Plan, the Storm Water Management Plan and/or the Master Grading Plan shall control. The Declarant and the Town, their agents, employees or independent contractors shall each have the right to enter upon any Lot after giving reasonable notice to the Owner for the purpose of inspection, maintenance, or correction of any drainage condition and the Owner is responsible for the costs thereof. Owner shall be provided with a written notice of any drainage condition requiring maintenance or correction and given thirty (30) days to cure such condition before the Declarant or Town will rectify such condition at Owner's cost.

#### **c) Ponds**

No ponds shall be constructed on a Lot without the prior approval of the Town. Rain gardens are encouraged, and may be required based on individual lot design, to help slow the rates of storm water runoff.

#### **d) Lawns**

Permanent lawns shall be installed in accordance with the Drawings approved by the ACC and shall be completed within 90 days following the issuance of the occupancy permit for the Home, or if said permit was granted after September 15, all permanent lawns shall be completed on or prior to June 1 of the following year.

#### **e) Plantings**

Plantings (other than approved grasses and prairie) and landscaping are not allowed within drainage easements without the approval of the Town of Sheboygan.

##### **1. Native Plantings**

Each Lot Owner is encouraged to use native Wisconsin plants when preparing their yard with landscaping, a list of which may be found in the Land Management Plan for the Subdivision.

##### **2. Shade Trees**

Each Lot Owner is responsible for planting a minimum of two (2) shade trees in the front yard of the Lot. Each tree must be a minimum of 2.5" caliper and selected from the approved list attached to this document as Exhibit B. Shade trees shall be installed in accordance with the plan approved by the ACC and shall be completed within 360 days following the issuance of the occupancy permit for the Home. There shall be no planting of perennials, shrubs, or trees within the vision triangles located at the intersection of all streets that exceeds a height of thirty (30) inches. Refer to the Town Ordinances to determine the size of the vision triangle.

**g) Retaining Walls**

Retaining walls are to be built out of boulders or manufactured stone products. Railroad ties, sawn timbers or any other wood product are prohibited as retaining wall structures.

**h) Maintenance**

Each Lot Owner is responsible for keeping their Lot free from debris and weeds prior to and following completion of landscaping on the Lot. Until landscaping is complete, the Lot Owner shall be responsible for compliance with the Town of Sheboygan Weed Control Ordinance. Each Lot Owner is responsible for keeping the lawn, landscape, and the roadside ditch to the gravel shoulder, in good maintenance. Should the landscape be left in an unmaintained state as to become a nuisance or an eye sore, the Association retains the right to remedy the nuisance and assess the costs back to the Lot Owner. The Owner shall be provided with written notice of situation and will be afforded fifteen (15) days to cure such condition before the Association can take action.

**ARTICLE 9. INSURANCE**

**9.1 Association Insurance**

The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

**9.2 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 are covered with respect to buildings similar in construction, location and use. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

**9.3 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.

**9.4 Cost**

All premiums for Association insurance and other insurance obtained by the Association shall be a common expense.

**9.5 Waiver**

The Association and, by acceptance of a conveyance of a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both 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 either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies 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.

#### **9.6 Acts Affecting Insurance**

No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance policies, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (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, the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

#### **9.7 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 Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within 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, or the Condominium Associations and Unit Owners with respect to Lots 1 and 19, to obtain such insurance coverages as are excluded from Association Insurance.

### **ARTICLE 10. AMENDMENT OF DECLARATION**

#### **10.1 General**

This Declaration and all terms and conditions hereof shall constitute covenants and restrictions running with the Property, and shall be binding upon all persons claiming an interest in a Lot or any portion of the Property. Until all Lots subject to this Declaration are subject to an occupancy permit, subject to Declarant's reserved rights, this Declaration may be amended by recording a written instrument executed by or on behalf of the Owners of Lots having at least seventy percent (70%) of the total votes allocated to Lots and Declarant Lots, of which one vote must be that of the Declarant. After all Lots subject to this Declaration have been sold by Declarant, this Declaration may be amended by recording an instrument executed by or on behalf of the Owners of at least seventy-five (75%) of the Lots subject hereto. Votes shall be cast as described in Section 2.2 of this Declaration. In addition to the amendment requirements stated above, any amendment must be approved by at least 51% of the Mortgagees. Declarant shall also obtain the consent of the Town with respect to: (1) any amendment which would be a material modification to this Declaration, (2) any amendment which could affect the terms and conditions or the intent or purposes of approvals obtained from the Town relating to the Subdivision, or (3) any provisions in this Declaration which specifically relate to the Town. If Town approval is required, an Amendment shall be prepared and submitted for review by the Town prior to final action by the Association and recording in the Register's Office.

#### **10.2 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 11. RIGHTS OF MORTGAGEES**

### **11.1 Notice**

Any Mortgagee, 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 WindMor Subdivision Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach; (b) a lapse, cancellation or material modification of any Association Insurance; and (c) any proposed action that requires the consent of a mortgagee.

### **11.2 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 12. RIGHTS OF DECLARANT**

### **12.1 Reserved Rights**

Pending the sale of all Lots by Declarant, Declarant:

(a) may use the Outlots, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted so long as that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 10 foot area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

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

(d) may maintain a construction trailer for office use on any Lot owned by Declarant for the purposes of managing the construction of the Subdivision.

## **ARTICLE 13. REMEDIES FOR VIOLATION BY OWNER**

### **13.1 General Remedies**

If any Owner or Occupant other than Declarant or its agents fails to comply with this Declaration, the Bylaws, the Conservation Easement, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the 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. The "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof shall be entitled to recover from the other party the prevailing party's costs incurred in enforcing this Agreement, including its reasonable attorneys' fees, in addition to any other relief to which the prevailing party is entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

### **13.2 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, the Conservation Easement, or the Rules, which 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 if an action or other proceeding is commenced in connection therewith, using the fund established in Article 3. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at 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 14. EASEMENTS**

### **14.1 Right of Entry**

A right of entry to each Lot, Common Area or Outlot is reserved to the Town of Sheboygan, the Association or its agents to service utility installations located on, in or under such Lot, Common Area or Outlot 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 Town of Sheboygan, the Association or its agents onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Town of Sheboygan, 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.

### **14.2 Drainage**

An easement is reserved to Declarant, the Association and the Town of Sheboygan over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan referenced in Article 8.6.

## **ARTICLE 15. TERMINATION**

### **15.1 Termination**

This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1)

Declarant and at least 51% of the aggregate Lots owned by others than Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots; provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office.

## **ARTICLE 16. CONSTRUCTION AND EFFECT**

### **16.1 Number and Gender**

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

### **16.2 Including**

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

### **16.3 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 hereof.

### **16.4 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.

### **16.5 Remedies**

All remedies herein are cumulative.

### **16.6 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.

### **16.7 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.

### **16.8 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.

### **16.9 Zoning Code**

Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control ordinance of the Town, except as specifically modified in writing by the Town, within the framework of the Statutory Authority and Purpose portion of the present zoning ordinance.

Executed at Sheboygan, Wisconsin, on the 12 day of December, 2007.

WDG Company

By: [Signature]  
H. Joel Boyd, President

By: [Signature]  
Stephen G. Boyd, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN )

) SS.

COUNTY OF SHEBOYGAN )

Personally came before me this 12 day of December, 2007, the above named H. Joel Boyd, as President of WDG Company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin KAREN J. MAIS  
My Commission is permanent or expires: 7/26/09

ACKNOWLEDGMENT

STATE OF WISCONSIN )

) SS.

COUNTY OF SHEBOYGAN )

Personally came before me this 12 day of December, 2007, the above named Stephen G. Boyd, as Secretary of WDG Company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin KAREN J. MAIS  
My Commission is permanent or expires: 7/26/09

This instrument was drafted by:  
Peter R. Mayer  
Rohde Dales LLP  
607 N. 8th Street, 7<sup>th</sup> Floor  
Sheboygan, WI 53081

This Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision is being recorded to provide a new Exhibit "A" legal description attachment to correct of record the legal description, so that Lot 59, WindMor Subdivision is specifically included in the referenced list of platted lots, and to reference the Units of WindMor North Condominium, a Condominium created within Lot 19, WindMor Subdivision, and Units of WindMor South Condominium, a Condominium created within Lot 1, WindMor Subdivision, which Condominiums were created subsequent to the recording of this Declaration.

IN WITNESS WHEREOF, as of this 20th day of March, 2008, the Declarant has re-executed this Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision, which was originally signed on the 12<sup>th</sup> day of December, 2007, and was originally recorded by the Office of the Register of Deeds for Sheboygan County, Wisconsin on December 13, 2007, as Document No. 1841751.

Executed at Sheboygan, Wisconsin, on the 20th day of March, 2008.

WDG Company

By:

H. Joel Boyd, President

By:

Stephen G. Boyd, Secretary

#### ACKNOWLEDGMENT

STATE OF WISCONSIN )

) SS.

COUNTY OF SHEBOYGAN )

Personally came before me this 20th day of March, 2008, the above named H. Joel Boyd and Stephen G. Boyd, as President and Secretary, respectively, of WDG Company, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

Jennifer D. Westenberg

\* Jennifer D. Westenberg

Notary Public, State of Wisconsin

My Commission is permanent or expires: 7/19/09



This Instrument was drafted by:

Peter R. Mayer

Rohde Dales LLP

607 N. 8th Street, 7<sup>th</sup> Floor

Sheboygan, WI 53081

## Exhibit A

### Legal Description

BEING PARTS OF THE NE1/4, SE1/4, NW1/4 AND SW1/4 OF THE NE1/4, SECTION 7, T15N, R23E, TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN;

### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NE COR NE1/4 SAID SECTION 7, T15N, R23E; THENCE N89°01'37"W ALONG THE NORTH LINE OF SAID NE1/4, 127.70 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING S01°00'16"E (REC. SOUTH), 223.35 FEET TO THE NORTHERLY LINE OF CSM V22 P209; THENCE N89°01'37"W ALONG SAID CSM, 202.33 FEET; THENCE S01°00'16"E ALONG SAID CSM, 385.84 FEET TO THE NORTHERLY LINE OF CSM V22, P318; THENCE N89°01'37"W ALONG SAID CSM, 370.39 FEET; THENCE S01°00'16"E ALONG SAID CSM, 1288.21 FEET; THENCE S89°00'25"E ALONG SAID CSM, 53.49 FEET; THENCE S01°00'16"E ALONG SAID CSM, 365.10 FEET; THENCE S89°00'25"E ALONG SAID CSM, 596.91 FEET TO THE WESTERLY LINE OF C.T.H. "Y"; THENCE S01°00'16"E ALONG SAID WESTERLY LINE, 391.93 FEET TO THE SOUTH LINE OF THE SAID NE1/4; THENCE N89°00'25"W ALONG SAID SOUTH LINE, 1968.95 FEET TO THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE SAID NE1/4; THENCE N00°59'54"W ALONG SAID WEST LINE, 1405.04 FEET TO AN OPENING MEANDER CORNER BEING LOCATED S00°59'54"E 72'±/- FROM THE CENTER OF THE PIGEON RIVER; THENCE N43°24'00"E ALONG A MEANDER LINE OF THE PIGEON RIVER, 559.86 FEET TO A MEANDER CORNER; THENCE N25°38'41"E ALONG A MEANDER LINE OF THE PIGEON RIVER, 250.89 FEET TO A MEANDER CORNER; THENCE N08°53'15"W ALONG A MEANDER LINE OF THE PIGEON RIVER, 286.00' TO A CLOSING MEANDER CORNER BEING LOCATED S89°01'37"E 67'±/- FROM THE CENTER OF THE PIGEON RIVER; THENCE S89°01'37"E (REC. N89°01'36"W), 393.86 (REC. 393.87) FEET; THENCE N00°58'23"E (REC. S00°58'24"W), 47.14 FEET; THENCE S89°04'04"E (REC. EAST), 245.51 (REC. 236.00') FEET; THENCE N01°00'13"W (REC. NORTH), 216.28 FEET TO THE SOUTHERLY LINE OF C.T.H. "J"; THENCE S89°01'37"E ALONG SAID SOUTHERLY LINE, 19.82 FEET; THENCE N80°46'09"E ALONG SAID SOUTHERLY LINE, 83.34 FEET; THENCE S89°01'37"E ALONG SAID SOUTHERLY LINE, 643.04 FEET; THENCE N44°17'43"E ALONG SAID SOUTHERLY LINE, 19.13 FEET; THENCE N00°58'23"E 33.00 FEET TO THE NORTH LINE OF SAID NE1/4; THENCE S89°01'37"E ALONG SAID NORTH LINE, 24.64 FEET TO THE POINT OF BEGINNING; INCLUDING ALL LANDS LYING BETWEEN THE MEANDER LINES AND THE CENTERLINE OF THE PIGEON RIVER (CONTAINING 3,385,036 S.F. (77.710 AC.) MORE OR LESS OF LAND TO THE CENTERLINE OF THE PIGEON RIVER; THEREIN BEING 3,337,820 S.F. (76.626 AC.) TO THE MEANDER LINE); EXCEPTING ALL LANDS CONVEYED OR DEDICATED FOR ROADWAY OR HIGHWAY PURPOSES (THEREIN BEING 461,207 S.F. (10.588 AC.) OF LAND WITHIN THE RIGHT OF WAYS OF C.T.H. J, RIVERMOR DRIVE, RIDGEMOR DRIVE, WINDMOR DRIVE AND HEATHMOR DRIVE WHICH WERE DEDICATED TO SHEBOYGAN COUNTY OR THE TOWN OF SHEBOYGAN FOR ROADWAY PURPOSES), AND FURTHER EXCEPTING OUTLOT 6, WINDMOR SUBDIVISION (THEREIN BEING 36,123 S.F. (.829 AC.) IN SAID OUTLOT 6).

### NOW MORE SPECIFICALLY DESCRIBED OF RECORD AS FOLLOWS:

LOTS 1-59, INCLUSIVE, AND OUTLOTS 1-5, INCLUSIVE, WINDMOR SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

AND

UNITS 1, 2, AND 3, WINDMOR NORTH CONDOMINIUM, CREATED BY A "DECLARATION OF CONDOMINIUM" RECORDED ON DECEMBER 13, 2007, IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO. 1841753 AND BY ITS CONDOMINIUM PLAT.

AND

UNITS 1-6, INCLUSIVE, WINDMOR SOUTH CONDOMINIUM, CREATED BY A "DECLARATION OF CONDOMINIUM" RECORDED ON DECEMBER 28, 2007, IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO. 1842623 AND BY ITS CONDOMINIUM PLAT.

## Exhibit B

### Approved Tree List

#### Trees—Evergreen

- Juniperus virginiana* (Eastern red cedar)
- Pinus strobus* (Eastern white pine)
- Thuja occidentalis* (Arborvitae or white cedar)

#### Trees—Deciduous

- Acer x fremanii* (Red maple-silver maple cultivars)
- Acer rubrum* (Red maple)
- Acer saccharum* (Sugar maple)—prefers rich, uncompacted soils
- Amelanchier laevis* (Allegheny serviceberry)
- Carpinus caroliniana* (Musclewood)
- Carya ovata* (Shagbark hickory)
- Celtis occidentalis* (Northern hackberry)
- Cornus alternifolia* (Pagoda dogwood)
- Crataegus crus-galli* var. *inermis* (Thornless cockspur hawthorn)
- Fagus grandifolia* (American beech)
- Gleditsia triacanthos* (Honeylocust)
- Gymnocladus dioica* (Kentucky coffeetree)
- Hamamelis virginiana* (Common witch hazel)
- Ostrya virginiana* (American hophornbeam or ironwood)
- Populus tremuloides* (Quaking aspen)
- Quercus alba* (White oak)
- Quercus bicolor* (Swamp white oak)
- Quercus borealis* [*Quercus rubra*] (Red oak)
- Quercus macrocarpa* (Bur oak)
- Tilia americana* (Basswood, or American linden)

#### Shrubs—Flowering Deciduous

- Aronia melanocarpa* (Black chokeberry)
- Ceanothus americanus* New Jersey tea
- Cornus racemosa* (Gray dogwood)
- Cornus sericea* (Red osier dogwood)
- Corylus americana* (American filbert, or hazelnut)
- Diervilla lonicera* (Dwarf bushhoneysuckle)—**not to be confused with Asiatic honeysuckles**  
(*Lonicera x bella*, *Lonicera maackii*, *Lonicera morrowii*, *Lonicera tatarica*), **which are ecologically invasive**
- Rhus aromatica* 'Gro-Low' ("Gro-Lo" Aromatic Sumac)
- Rhus typhina* (Staghorn sumac)
- Symphoricarpos alba*, *Symphoricarpos orbiculatus* (Snowberry, Coralberry)
- Viburnum dentatum* (Southern arrowwood)
- Viburnum prunifolium* (Blackhaw viburnum)
- Viburnum rafinesquium* (Downy arrowwood)
- Viburnum trilobum* syn. *Viburnum opulus* var. *americanum* (American Highbush Cranberry)—**not to be confused with European Highbush Cranberry** (*Viburnum opulus* subsp. *opulus*), **which are ecologically invasive**

**Trees to Avoid (Invasive Non-Native Species)**

Black Locust

Norway Maple

Amur Maple

Siberian Peashrub

Russian Olive

Tatarian Honeysuckle

Many cultivars exist for these species. Cultivars are used for variety among species and improved performance through characteristics: i.e. shape, structure, growth habit, insect/disease resistance, absence/persistence of fruit and color.

Document Number

**GRANT OF CONSERVATION  
EASEMENT**

1848620

**SHEBOYGAN COUNTY, WI**  
**RECORDED ON**  
**03/20/2008 03:59PM**

**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**

**RECORDING FEE: 29.00**  
**TRANSFER FEE:**  
**EXEMPTION #**

**STAFF ID 2**  
**TRANS # 112679**  
**# OF PAGES: 10**

THIS GRANT OF CONSERVATION EASEMENT (the "Grant") is made as of this 13th day of December, 2007, by and between WDG Company, formerly known as Windridge Group Corporation (the "Grantor") and WindMor Homeowners Association, as of the date of this Grant an unincorporated association and the Town of Sheboygan, a municipal body politic (together the "Grantee").

**RECITALS**

A. Grantor is the Declarant of Windmor Subdivision, a subdivision located in the Town of Sheboygan, Wisconsin ("Windmor") and is the owner of a parcel of real property located in Sheboygan County, Wisconsin, legally described of record as follows:

Outlots 1, 2, 3, 4, and 5 of WindMor Subdivision, Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof (the "Real Estate").

B. The Real Estate is subject to the Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision dated December 12, 2007, and recorded on December 13, 2007, in the office of the Register of Deeds for Sheboygan County, Wisconsin as Document No. 1841751 (the "Covenants"), and subject to Windmor Subdivision Plat, a copy of which is attached hereto as Exhibit "A" (the "Plat").

C. Subject to the limitations set forth and as more specifically described in the Covenants, the Owners of Lots in WindMor Subdivision and Owners of Units in WindMor North Condominium and WindMor South Condominium own and hold undivided interests in the Real Estate as Common Areas, and the Real Estate is subject to additional rights, controls and limitations imposed by the Grantor, as Declarant of Windmor Subdivision, and by WindMor Homeowners Association, as of the date of this Grant an unincorporated association the formation, operation, and rights of which are more specifically described in the Covenants.

D. Specific restrictions upon the Common Areas of Windmor excluding only those parts of the Common Areas subject to easements or upon which Common Improvements are or may from time to time be located (which remaining Common Areas are hereinafter described as the "Property"), are established pursuant to this Conservation Easement. Grantor owns the Property free and clear of all liens and encumbrances, except for the interests of parties consenting to this Conservation Easement pursuant to the attached consents, and has the full right to grant and convey this Conservation Easement.

E. The Property possesses natural, scenic, educational, and open space values of great importance to Grantee, Grantor, Members of the Homeowners Association, the people of the Town of Sheboygan, Sheboygan County and the State of Wisconsin.

F. The Grantor desires and intends that the natural, ecological, and aesthetic features, current and to be restored, and values of the Property be preserved and maintained through the restrictions on the use of the Property set forth in this Conservation Easement.

G. Subject only to the and to the Covenants, the Grantor, as owner of the Property, has the affirmative rights to identify, preserve, and protect in perpetuity the natural ecosystems, natural elements, and processes of the Property.

H. The Grantor and the Grantee desire, intend and have the common purpose of retaining the Property for conservation purposes, including its preservation as a relatively natural habitat of plants and animals and as open space for the scenic enjoyment of the public from the public roads and the Unit Owners, and pursuant to governmental conservation policies, as described in Section 170(h) of the Internal Revenue Code of 1986, by placing perpetual restrictions on the use of the Property and granting to the Grantee the affirmative rights to monitor and enforce such restrictions in order to preserve, enhance and restore the lands all as described herein.

This space reserved for Recording Data

**Name and Return Address**

Attorney Peter R. Mayer  
Rohde Dales LLP  
607 N. 8<sup>th</sup> Street, 7th Floor  
Sheboygan, WI 53081

Part of Tax Key Numbers 59024 343080,  
59024 343081, 59024 343170, 59024 343171  
All of Tax Key Numbers 59024 343120,  
59024 343150  
(Parcel Identification Number)

I. The common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provides for the creation and conveyance of conservation easements, which impose restrictions on real property for conservation purposes.

J. Grantee is a qualified holder of conservation easements pursuant to Section 700.40 of the Wisconsin Statutes.

K. Grantee agrees by accepting this grant to honor the intentions of Grantor described in this Conservation Easement and to preserve and protect in perpetuity the conservation values of the Property.

L. It is Grantor's intention to transfer its reserved interests and rights in this Conservation Easement to Windmor Homeowners Association, formed in accordance with the Covenants, upon sale of all Lots and Units, and Grantees expressly acknowledge and consent to the assignment and conveyance of the interests and rights reserved unto Grantor by this Conservation Easement at that time.

#### AGREEMENT

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Wisconsin, including the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, the Grantor hereby voluntarily grants and conveys to the Grantee, and to each of them, a holder's interest in a Conservation Easement in perpetuity over the Property of the nature and character and to the extent set forth in this Conservation Easement, and also reserves unto itself the same enforcement rights until said rights are assigned to Windmor Homeowners Association.

**Section 1. Purpose.** It is the purpose of this Conservation Easement to assure that the natural, scenic, educational, and open space values of the Property will be retained and to prevent any use of the Property that will impair or interfere with its conservation values. Grantor intends that this Conservation Easement will confine the use of the Property to activities that are not inconsistent with the purpose of this Conservation Easement.

**Section 2. Covenants.** In furtherance of the foregoing purpose, the Grantor makes the following covenants, on behalf of itself, its grantees, agents, officers, officials, members, employees, and its successors and assigns, including without limitation the Members of the Windmor Homeowners Association, which covenants shall run with and bind the Property in perpetuity. Grantor confirms, acknowledges, warrants, and represents that conveyance of ownership of the Property to the Grantee is subject to the express condition and limitation that the Property shall forever be held for quiet enjoyment of WindMor residents and shall be kept in a natural state without disturbance of habitat or plant or animal populations, except the restoration of the integrity and diversity of the landscape system, the avoidance of invasive and non-native species and the restoration of communities impaired by previous human activity, and the construction of suitable fixtures and Common Improvements to promote use and safety to all WindMor residents, all subject to the advice of hired consultants. All of the following activities and uses are expressly prohibited:

A. The subdivision of the Property into smaller parcels, whether through legal or *de facto* subdivision, including divisions through the creation of condominiums except within Lot 1 (WindMor South Condominium) and Lot 19 (WindMor North Condominium), leases, or other means.

B. Use of the Property for (i) any commercial or industrial purposes, including without limitation use by easement or other right of access or passage across or upon the Property in conjunction with any commercial or industrial activity, or (ii) any residential purposes which are not either (a) reasonable and necessary for the continued existence of the Subdivision or the health or safety of the residents, (b) consistent with the expectations and requirements under the Covenants and consistent with the proper use of open space Common Areas at a residential conservation community, or (c) approved by the Grantee(s) in writing.

C. The placement or construction of any buildings, structures, or improvements of any kind, whether permanent or mobile (including, without limitation, dwellings, seasonal dwellings, bathrooms, waysides, classrooms, roads, fences, and parking lots) other than the following:

(i) Grantor may place signs posted to control unauthorized entry or use of the Property, and place interpretive signs which describe the ecology and natural features of the Property and its environs and signs designating the name of the Property and related information about the Property.

(ii) Walking trails consisting of natural or bituminous materials.

(iii) Gazebos, observation decks and other small structures may be constructed to facilitate viewing and enjoyment of the Property.

(iv) One or more foot bridges may be established, as well as such other improvements as enhance the owners' ability to permit the quiet enjoyment of their property, consistent with the purpose of this easement and under the advice and approval of the Manager.

(v) Below ground structures or Common Improvements installed, maintained, repaired, or replaced pursuant to the rights described in the Covenants, provided that the exercise of such easement rights upon the Property are reasonable and necessary, do not materially adversely interfere with the purposes set forth in Section 1 of this Conservation Easement and are within the restrictions and limitations of the covenants set forth in Section 2(B) of this Conservation Easement.

(vi) Accessory uses consistent with the conditional use provisions of Section 5.3.4(d)(3) of the Town of Sheboygan RRC-Rural Residential Cluster zoning ordinance, including recreational uses, such as tennis courts, putting greens, children's play areas, or recreational buildings or structures, provided that the total land coverage of such buildings and structures does not exceed 10,000 square feet, and provided that such accessory uses and improvements upon the Property are reasonable, consistent with the RRC zoning ordinance, do not materially adversely interfere with the purposes set forth in Section 1 of this Conservation Easement, and are placed in locations which affirm the restrictions and limitations of the covenants set forth in Section 2(B)(b) of this Conservation Easement.

D. The placement, operation, or use of mobile homes, trailers, vehicles, including, but not limited to, snowmobiles, all-terrain or off-road vehicles, motorcycles, cars, bicycles, and trucks, or machinery on the Property, except for use of farm machinery as necessary for the legal harvesting of wood for personal use of the grantee under the easement agreement dated July 27, 2007, and recorded on August 6, 2007, as Document Number 1832866.

E. The introduction, removal, killing, trapping, pursuit, catching, or harming of any animals on the Property; provided, however, that (i) fishing shall be permitted, as permitted or required by Wisconsin law then in effect, (ii) containing or management of problem species may be permitted in accordance with State regulations. Firearms shall be prohibited from the Property except as is reasonable and necessary in connection with preventing destruction of native habitat, legal and permitted management of problem species, health, or land management needs. Any disturbance of migrating or nesting birds shall be specifically prohibited.

F. Natural materials, including rocks, minerals, fossils, soil, and dead or downed wood shall not be damaged, destroyed, or removed from the Property except for reasonable management of woodlands, except for the legal harvesting of wood for personal use of the grantee under the easement agreement dated July 27, 2007, and recorded on August 6, 2007, as Document Number 1832866.

G. Topographic changes, extraction of subsurface materials, and alteration of the natural landscape or waters of the Property by excavation, filling, drainage, tiling, ditching, or any other means shall be prohibited; provided that (i) stormwater drainage and retention shall be constructed consistent with State law and regulation, the Covenants, and any storm water management plans or designs reasonably prepared by Grantor; (ii) restoration or repair of past alterations may be undertaken and (iii) alterations previously planned by the Grantor or as deemed necessary by the Grantor to achieve desired results.

H. Placement or storage, temporarily or permanently, of any material, including animal feed and wastes, soil, ashes, trash, sawdust, brush, or any unsightly, offensive, or hazardous material on, under, or in the Property; provided that brush resulting from exotic plant removal or trail maintenance may be left on the Property.

I. The presence at the Property of horses, cattle, or other livestock.

J. Any other activity on or use of the Property which, because of its nature or degree would cause irreparable harm or damage to the Property, to the extent that the intentions of the parties and the purposes of this Conservation Easement would be frustrated.

**Section 3. Reserved Rights.** Grantor reserves to itself, its grantees, agents, officers, officials, members, employees, and its successors and assigns, including without limitation Lot Owners and Windmor Homeowners Association, rights accruing from the ownership of the Property, including the right to engage in, or permit or invite others to engage in, uses of the Property that are not expressly prohibited or inconsistent with the purposes of this Conservation Easement, the covenants and restrictions set forth in Section 2 above, or the Covenants, as defined above.

**Section 4. Rights of the Grantee.** To accomplish the purposes of this Conservation Easement, the following rights are conveyed to the Grantee and are also reserved unto Grantor, until assigned to the Homeowner's Association:

A. To preserve and protect the conservation values of the Property.

B. To enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement in accordance with Section 6.

C. To prevent any activity on or use of the Property that is inconsistent with the provisions of Section 2 of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 6.

**Section 5. Approval.** Where the approval of Grantee may be required under this Conservation Easement, approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Conservation Easement.

**Section 6. Remedies.**

**6.1 Notice of Violation; Corrective Action.** If Grantee reasonably determines that a violation of the terms of this Conservation Easement has occurred or is threatened by Grantor, it shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement and the provisions of Section 2, to restore the portion of the Property so injured to its prior condition.

**6.2 Violation by Other Party.** If Grantee reasonably determines that a violation of the terms of this Conservation Easement has occurred or is threatened by another party, it shall give written notice to Grantor of such violation and request Grantor to take action to enforce this Conservation Easement, but may immediately proceed in its own name and by its own right against such other party to demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement and the provisions of Section 2, to restore the portion of the Property so injured to its prior condition, including without limitation bringing any action at law or in equity against such other party, including without limitation those actions described in Section 6.3 below.

**6.3 Injunctive Relief for Grantor's Violation.** If Grantor fails to cure its violation within 60 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 60 day period, fail to begin curing such violation within such period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement and the provisions of Section 2, to require the restoration of the Property to the condition that existed prior to any such injury.

**6.4 Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including, without limitation, damages for: (i) the cost of restoration as described in Sections 6.1 and 6.2, and (ii) the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

**6.5 Scope of Relief.** Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Subsections 6.2 and 6.3, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**6.6 Costs of Enforcement.** In the event that Grantee brings a judicial enforcement action and obtains a judgment in such action, then all reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration, may be recovered by Grantee.

**6.7 Forbearance.** Forbearance by either party in exercising its rights under this Conservation Easement shall not be deemed or construed to be a waiver of such term or provision or any other term or provision of this Conservation Easement. No delay or omission by a party in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

**6.8 Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control,

including, without limitation, fire, flood, storm, earth movement, acts of war or terrorism, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

**6.9 Indemnification.** The Grantor agrees to indemnify, defend, and hold harmless Grantee, and its officers, directors, supervisors, employees, and agents, from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, arising from or connected with injuries to any persons or damage to or loss of property occurring in, on, or about the Property, except as to those claims directly attributable to the negligence of the Grantee, or arising out of the violation of or failure to comply with, any state, federal, or local law, regulation, or requirement by Grantor.

**Section 7. Costs, Legal Requirements, and Liabilities.** Until all Lots and Units are sold, Grantor and the Homeowners Association hold all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. After all Lots and Units are sold, such responsibility is by law transferred and assigned to Windmor Homeowners Association, subject to the provisions of the Covenants. Grantor, and after assignment Windmor Homeowners Association, shall be solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

**Section 8. Taxes.** Grantor, or its successors and assigns, including without limitation the Lot Owners and Unit Owners, shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

**Section 9. Extinguishment and Condemnation.**

**9.1 Extinguishment.** This Conservation Easement constitutes a real property interest immediately vested in Grantee. If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. Under such circumstances, an alternative, Town approved, arrangement to guarantee the continued management of the common space shall be arranged by the Grantor and Grantee.

**9.2 Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered.

**Section 10. Assignment and Transfer.** The Grantee's interest in this Conservation Easement is transferable only to an organization qualified at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986 (or any successor provision then applicable), and authorized to hold conservation easements under Section 700.40 of the Wisconsin Statutes or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this Conservation Easement aims to advance continues to be carried out. Grantee agrees to give written notice to Grantor and Windmor Homeowners Association of an assignment at least thirty (30) days prior to the date of such assignment; however failure to give such notice shall not affect the validity of such assignment, nor impair the validity or enforceability of this Conservation Easement.

**Section 12. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: WDG Company  
PO Box 285  
Kohler, WI

To Grantee: H. Joel Boyd and Steven G. Boyd  
WindMor Homeowners Association  
PO Box 285  
Kohler, WI

And

Town of Sheboygan  
Superior Avenue  
Sheboygan, WI

or to such other address as either party from time to time shall designate by written notice to the other.

**Section 13. General Provisions.**

**13.1 Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Wisconsin.

**13.2 Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of the Wisconsin Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**13.3 Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**13.4 Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

**13.5 No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**13.6 Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon Grantor, its agents, officers, officials, employees, tenants, trustees, beneficiaries, successors, and any other individual or entity deriving right, title, or interest in or to the Property through Grantor, and shall continue as a servitude running in perpetuity with the Property and shall inure to the benefit of Grantee and its successors and assigns. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof, shall include such additional parties.

**13.7 Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer or assignment of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**13.8 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**13.9 Estoppel Certificates.** Upon request by Grantor, Grantee shall within thirty (30) days of a written request therefor, execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Easement or otherwise evidences the status of the Property with respect to this Conservation Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefor.

**13.10 Recording.** Grantor shall record this instrument in the office of the Register of Deeds for Sheboygan County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement. Grantor and Grantee expressly intend that this Conservation Easement not be subject to the provisions of Section 893.33(6) of the Wisconsin Statutes or any successor provision.

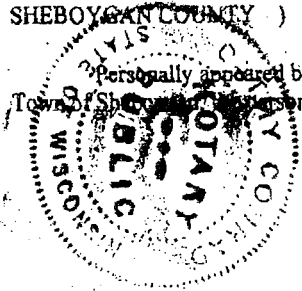
**13.11 Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**TO HAVE AND HOLD** the above-described Conservation Easement together with all and singular the appurtenances and privileges belong or in any way pertaining thereto, either in law or in equity, either in possession or expectancy for the property use, benefit, and behalf of Grantee, its successors and assigns, forever.



STATE OF WISCONSIN )  
 ) SS.  
SHEBOYGAN COUNTY )

February 2008  
Personally appeared before me this 26<sup>th</sup> day of ~~December~~, 2007, Daniel W. Hein, to me known to be the Chairperson of the Town of Sheboygan, Wisconsin who executed this Conservation Easement and acknowledged the same.

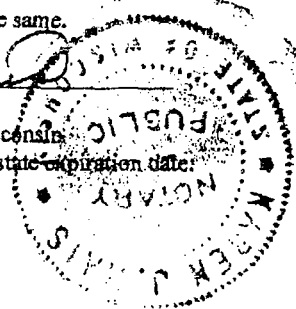


Cathy Conrad  
Cathy Conrad  
Notary Public, Sheboygan County, Wisconsin  
My commission is permanent. (If not, state expiration date:  
4-12-09)

STATE OF WISCONSIN )  
 ) SS.  
SHEBOYGAN COUNTY )

Personally appeared before me this 14 day of December, 2007, H. Joel Boyd, to me known to be a Member of WindMor Homeowners Association, the person who executed this Conservation Easement and acknowledged the same.

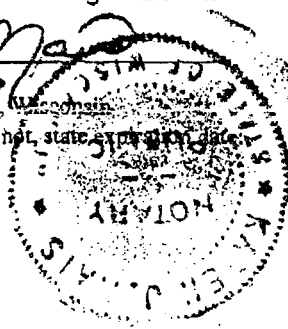
Karen J. Mais  
KAREN J. MAIS  
Notary Public, Sheboygan County, Wisconsin  
My commission is permanent. (If not, state expiration date:  
7/26/09)



STATE OF WISCONSIN )  
 ) SS.  
SHEBOYGAN COUNTY )

Personally appeared before me this 14 day of December, 2007, Stephen G. Boyd, to me known to be a Member of WindMor Homeowners Association, the person who executed this Conservation Easement and acknowledged the same.

Karen J. Mais  
KAREN J. MAIS  
Notary Public, Sheboygan County, Wisconsin  
My commission is permanent. (If not, state expiration date:  
7/26/09)



This document was drafted by:  
Peter R. Mayer  
Rohde Dales LLP

CONSENT OF FIRST MORTGAGE HOLDER OF THE REAL ESTATE

The Declarant granted a mortgage in favor of National Exchange Bank & Trust upon the Real Estate. Pursuant to the provisions of Recital paragraph D. of the foregoing Grant of Conservation Easement, National Exchange Bank & Trust, as the holder of a first mortgage on the Real Estate, hereby consents to this Grant of Conservation Easement upon the Common Areas of WindMor Subdivision, legally described as Outlots 1, 2, 3, 4 and 5 of WindMor Subdivision, Town of Sheboygan, Sheboygan County, Wisconsin, and agrees to submit and restrict the Real Estate to the foregoing Grant of Conservation Easement in the manner provided by Section 170(h) of the Internal Revenue Code of 1986, the common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, and confirms that the Real Estate and its interest therein shall hereafter be held, conveyed, devised, leased, encumbered, mortgaged, released, and in all other respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements of the Grant of Conservation Easement. This consent shall be binding upon the successors and assigns of National Exchange Bank & Trust and shall be deemed to run with the land.

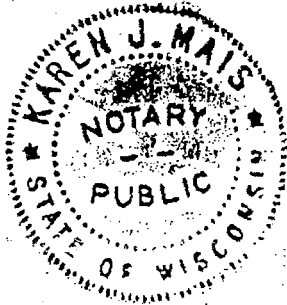
Dated this 19 day of December, 2007.

National Exchange Bank & Trust

By: Jerald E. Weinhold  
Jerald E. Weinhold, Vice President

State of Wisconsin     )  
                                  )     SS  
Sheboygan County     )

Personally came before me this 19 day of December, 2007, Jerald E. Weinhold, to me known to be the person who executed the foregoing instrument as Vice President of National Exchange Bank & Trust, and acknowledged the same.



Karen J. Mais  
\* KAREN J. MAIS  
Notary Public, State of Wisconsin  
My Commission (expires: 7/26/09 /is permanent).

This Instrument was drafted by:  
Peter R. Mayer  
Rohde Dales LLP  
607 N. 8th Street, 7<sup>th</sup> Floor  
Sheboygan, WI 53081

## Exhibit A

### Legal Description

BEING PARTS OF THE NE1/4, SE1/4, NW1/4 AND SW1/4 OF THE NE1/4, SECTION 7, T15N, R23E, TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN;

### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NE COR NE1/4 SAID SECTION 7, T15N, R23E; THENCE N89°01'37"W ALONG THE NORTH LINE OF SAID NE1/4, 127.70 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING S01°00'16"E (REC. SOUTH), 223.35 FEET TO THE NORTHERLY LINE OF CSM V22 P209; THENCE N89°01'37"W ALONG SAID CSM, 202.33 FEET; THENCE S01°00'16"E ALONG SAID CSM, 385.84 FEET TO THE NORTHERLY LINE OF CSM V22, P318; THENCE N89°01'37"W ALONG SAID CSM, 370.39 FEET; THENCE S01°00'16"E ALONG SAID CSM, 1288.21 FEET; THENCE S89°00'25"E ALONG SAID CSM, 53.49 FEET; THENCE S01°00'16"E ALONG SAID CSM, 365.10 FEET; THENCE S89°00'25"E ALONG SAID CSM, 596.91 FEET TO THE WESTERLY LINE OF C.T.H. "Y"; THENCE S01°00'16"E ALONG SAID WESTERLY LINE, 391.93 FEET TO THE SOUTH LINE OF THE SAID NE1/4; THENCE N89°00'25"W ALONG SAID SOUTH LINE, 1968.95 FEET TO THE WEST LINE OF THE E1/2 OF THE SW1/4 OF THE SAID NE1/4; THENCE N00°59'54"W ALONG SAID WEST LINE, 1405.04 FEET TO AN OPENING MEANDER CORNER BEING LOCATED S00°59'54"E 72'±/- FROM THE CENTER OF THE PIGEON RIVER; THENCE N43°24'00"E ALONG A MEANDER LINE OF THE PIGEON RIVER, 559.86 FEET TO A MEANDER CORNER; THENCE N25°38'41"E ALONG A MEANDER LINE OF THE PIGEON RIVER, 250.89 FEET TO A MEANDER CORNER; THENCE N08°53'15"W ALONG A MEANDER LINE OF THE PIGEON RIVER, 286.00' TO A CLOSING MEANDER CORNER BEING LOCATED S89°01'37"E 67'±/- FROM THE CENTER OF THE PIGEON RIVER; THENCE S89°01'37"E (REC. N89°01'36"W), 393.86 (REC. 393.87') FEET; THENCE N00°58'23"E (REC. S00°58'24"W), 47.14 FEET; THENCE S89°04'04"E (REC. EAST), 245.51 (REC. 236.00') FEET; THENCE N01°00'13"W (REC. NORTH), 216.28 FEET TO THE SOUTHERLY LINE OF C.T.H. "J"; THENCE S89°01'37"E ALONG SAID SOUTHERLY LINE, 19.82 FEET; THENCE N80°46'09"E ALONG SAID SOUTHERLY LINE, 83.34 FEET; THENCE S89°01'37"E ALONG SAID SOUTHERLY LINE, 643.04 FEET; THENCE N44°17'43"E ALONG SAID SOUTHERLY LINE, 19.13 FEET; THENCE N00°58'23"E 33.00 FEET TO THE NORTH LINE OF SAID NE1/4; THENCE S89°01'37"E ALONG SAID NORTH LINE, 24.64 FEET TO THE POINT OF BEGINNING; INCLUDING ALL LANDS LYING BETWEEN THE MEANDER LINES AND THE CENTERLINE OF THE PIGEON RIVER (CONTAINING 3,385,036 S.F. (77.710 AC.) MORE OR LESS OF LAND TO THE CENTERLINE OF THE PIGEON RIVER; THEREIN BEING 3,337,820 S.F. (76.626 AC.) TO THE MEANDER LINE); EXCEPTING ALL LANDS CONVEYED OR DEDICATED FOR ROADWAY OR HIGHWAY PURPOSES (THEREIN BEING 461,207 S.F. (10.588 AC.) OF LAND WITHIN THE RIGHT OF WAYS OF C.T.H. J, RIVERMOR DRIVE, RIDGEMOR DRIVE, WINDMOR DRIVE AND HEATHMOR DRIVE WHICH WERE DEDICATED TO SHEBOYGAN COUNTY OR THE TOWN OF SHEBOYGAN FOR ROADWAY PURPOSES), AND FURTHER EXCEPTING OUTLOT 6, WINDMOR SUBDIVISION (THEREIN BEING 36,123 S.F. (.829 AC.) IN SAID OUTLOT 6).

### NOW MORE SPECIFICALLY DESCRIBED OF RECORD AS FOLLOWS:

LOTS 1-59, INCLUSIVE, AND OUTLOTS 1-5, INCLUSIVE, WINDMOR SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

AND

UNITS 1, 2, AND 3, WINDMOR NORTH CONDOMINIUM, CREATED BY A "DECLARATION OF CONDOMINIUM" RECORDED ON DECEMBER 13, 2007, IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO. 1841753 AND BY ITS CONDOMINIUM PLAT.

AND

UNITS 1-6, INCLUSIVE, WINDMOR SOUTH CONDOMINIUM, CREATED BY A "DECLARATION OF CONDOMINIUM" RECORDED ON DECEMBER 28, 2007, IN THE OFFICE OF THE REGISTER OF DEEDS FOR SHEBOYGAN COUNTY, WISCONSIN, AS DOCUMENT NO. 1842623 AND BY ITS CONDOMINIUM PLAT.



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Document Number

ASSIGNMENT, ASSUMPTION,  
and AMENDMENT AGREEMENT

1928838

SHEBOYGAN COUNTY, WI

RECORDED ON

08/18/2011 4:48 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

EXEMPTION #

Cashier ID: 2

PAGES: 9

This Assignment, Assumption, and Amendment Agreement is made this 18<sup>th</sup> day of August, 2011, by and between Hugh Joel Boyd also known as H. Joel Boyd and Stephen G. Boyd, adult residents of Wisconsin, (together the "Boys") and WDC Company, a Wisconsin corporation formerly known as Windridge Group Corporation ("Declarant") and National Exchange Bank and Trust ("NEBAT"). The Boys and the Declarant are together referred to in this Agreement as the "Developers".

### RECITALS

A. Declarant recorded the Plat of WindMor Subdivision and developed a subdivision for residences and other related improvements, commonly known as WindMor Subdivision, upon real property located in the Town of Sheboygan, Sheboygan County, Wisconsin, which subdivision is more particularly described on Exhibit "A" attached hereto.

B. Declarant submitted Lot 1 of WindMor Subdivision to the condominium form of ownership and formed WindMor South Condominium, a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for WindMor South Condominium", dated the 27th day of December, 2007 and recorded the 28th day of December, 2007 at 1:29 P.M. in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1842623 and by a Condominium Plat.

C. Declarant submitted Lot 19 of WindMor Subdivision to the condominium form of ownership and formed WindMor North Condominium, a condominium created under the Condominium ownership Act of the State of Wisconsin by a "Declaration of Condominium for Windmor North Condominium" dated the 12th day of December, 2007 and recorded on the 13th day of December, 2007 at 11:17 A.M. in the office of the Register of Deeds for Sheboygan County, Wisconsin as Document Number 1841753 and by its Condominium Plat (with an Affidavit of Correction to said plat).

D. Declarant subjected the Subdivision and all Lots of WindMor Subdivision, Outlots 1, 2, 3, 4, and 5 of WindMor Subdivision, all Units, Limited Common Elements and Common Elements of WindMor South Condominium and WindMor North Condominium, (together the "Property") and all improvements upon the Property, to certain easements, covenants, rights, restrictions, and obligations with respect to the ownership, construction, use and maintenance of Lots and Units in the Subdivision, and improvements and all components thereof, by entering into the Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision originally dated December 12, 2007 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on December 13, 2007 as Document No. 1841751.

This space reserved for Recording Data

Name and Return Address  
National Exchange Bank & Trust  
130 South Main Street  
Fond du Lac, WI 54935

See Attached Legal Description  
(Parcel Identification Number)

E. The December 12, 2007 Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision was amended March 20, 2008 to include an additional lot and to include a reference to WindMor South Condominium and WindMor North Condominium. The Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision, as amended, was recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on March 20, 2008 as Document No. 1848618.

F. The Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision, whether in original form or as amended, is referred to as the "Declaration" in this Assignment, Assumption, and Amendment Agreement.

G. Declarant subjected Outlots 1, 2, 3, 4, and 5 of WindMor Subdivision to a Grant of Conservation Easement in favor of the Town of Sheboygan and WindMor Homeowners Association, which Grant of Conservation Easement is dated as of December 13, 2007, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on March 20, 2008 as Document No. 1848620 (the "Conservation Easement").

H. Pursuant to an agreement with NEBAT, the Declarant and the Boyds have agreed to convey to NEBAT ownership of the remaining Lots and Outlots of WindMor Subdivision and the remaining Units of WindMor North Condominium and WindMor South Condominium owned by the Declarant and to assign to NEBAT any right, title and interest of Declarant or the Boyds in and to WindMor Subdivision, WindMor North Condominium, and WindMor South Condominium arising out of development of WindMor Subdivision or held by Declarant or the Boyds, including without limitation as Declarant, as Officers, Directors, or Members of WindMor Homeowners Association, as the Architectural Control Committee of WindMor Subdivision, and as owner of Lots, Outlots, or Units located within WindMor Subdivision.

I. On March 3, 2011, Paul G. Swanson was appointed as receiver of WDG Company in Case No. 10-CV-514 in Sheboygan County Circuit Court, State of Wisconsin, and through the order of the Court was given the power to protect, manage, and convey the assets of WDG Company.

J. The Declarant, the Boyds, and NEBAT now desire to assign, assume, and amend the Declaration and interests as set forth in this Agreement and to thereafter terminate the rights and interests of the Declarant and the Boyds in WindMor Subdivision.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Declarant, the Boyds, and NEBAT agree as follows:

1. Assignment of Status as Declarant. Pursuant to the provisions of Section 16.7 of the Declaration, all of the rights and benefits conferred on or reserved for the Declarant in the Declaration, along with its status as declarant of WindMor Subdivision, are hereby assigned to NEBAT. From and after the date of this Agreement, the reference in the Declaration to the Declarant shall refer to NEBAT as if originally stated in the first paragraph of the Declaration, unless and until NEBAT completes a subsequent assignment pursuant to the provisions of Section 16.7 of the Declaration.

2. Assumption of Status as Declarant. Pursuant to the provisions of Section 16.7 of the Declaration, all of the rights and benefits conferred on or reserved for the Declarant in the Declaration, along with its status as declarant of WindMor Subdivision, are hereby assumed by NEBAT. NEBAT hereby agrees to and does accept the assignment and in addition expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations required to be kept on the part of Declarant under the Declaration, unless and until NEBAT completes a subsequent assignment pursuant to the provisions of Section 16.7 of the Declaration.

3. Resignation from Association Board of Directors. The Boyds and the Declarant and any other person appointed by the Boyds or by the Declarant to serve on the Board of Directors of the Association hereby resigns from the Board of Directors of the Association. Pursuant to the provisions of Section 2.3 of the Declaration, the parties hereto hereby state, confirm and acknowledge that due to the assignment of status as declarant to NEBAT pursuant to Section 16.7, such resignation shall not affect the rights of NEBAT, or its future successors, assignees, or appointed Directors, to act as the Board of Directors of the WindMor Homeowners Association.

4. Resignation from Architectural Control Committee. The Boyds and the Declarant hereby resign from the Architectural Control Committee. Pursuant to the provisions of Section 7.1 of the Declaration, the parties hereto hereby state, confirm and acknowledge that due to the assignment of status as declarant to NEBAT pursuant to Section 16.7, such resignation shall not affect the rights of NEBAT, or its future successors, to continue to act as the Architectural Control Committee for any Lots and Units owned by NEBAT.

5. Amendment to Declaration. Pursuant to the provisions of Section 10.1 of the Declaration, the parties hereto, constituting the owners of more than seventy (70%) percent of the Lots of WindMor Subdivision, amend the Declaration as follows:

Section 2.3 relating to the control of the Board of Directors of the Association is revised to read as follows:

"2.3 Control of Association. The Board of Directors of the WindMor Homeowners Association shall consist of three persons. The Declarant (including any successor or assignee declarant) shall initially select two of the three members of the Board. The Association shall hold a meeting and the Lot and Unit owners other than the Declarant shall elect one of the three members of the Board. Thirty (30) days after the Declarant (including successor and assignee declarants whose interests have been assigned pursuant to Section 16.7 of the Declaration) no longer owns any Lot or Unit in the Subdivision, the Association shall hold a meeting and the Lot and Unit owners shall elect the second and third of the three members of the Board. The members of the Board shall take office upon election or upon appointment by Declarant, as applicable. The term of each member shall be for a period of three (3) years and shall automatically renew for another term of three (3) years in the event that no election has been held by the expiration of the term. The Declarant may, at any time, resign its Director positions, and upon such resignation, the Declarant shall notify the Lot Owners in writing of such resignation. At that time, the majority of the Lot owners in the Subdivision shall elect the member positions in the ACC previously held by Declarant. Notice to the Lot Owners shall be at a meeting of Lot Owners called by notice in writing, mailed to the last known address of all Lot Owners as shown on the assessment rolls of the Town. The Board of Directors of the Association may exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time)."

Section 7.1 relating to the appointment of the Architectural Control Committee is revised to read as follows:

"7.1 Appointment. The Architectural Control Committee (the "ACC") shall consist of three persons. The Declarant (including any successor or assignee declarant) shall initially select two of the three members of the ACC. The Association shall hold a meeting and the Lot and Unit owners other than the Declarant shall elect one of the three members of the ACC. Thirty (30) days after seventy-five percent (75%) of the Lots and Units are owned by individual owners other than Declarant (including any successor or assignee declarant), the Association shall hold a meeting and the Lot and Unit owners other than the Declarant shall elect the second of the three members of the ACC; provided, however, that until Declarant (including any successor or assignee declarant) no longer own any Lots or Units, such Declarant shall maintain plan approval authority for the initial Building upon any Lot or Unit. Declarant

(including any successor or assignee declarant) shall continue to act as the majority vote holder in the ACC for any Lots or Units owned by the Declarant (including any successor or assignee declarant), which rights shall continue for a period of six (6) months after the conveyance of the Lot or Unit to an individual Owner. After the Declarant (including successor and assignee declarants whose interests have been assigned pursuant to Section 16.7 of the Declaration) no longer owns any Lot or Unit in the Subdivision, the Association shall hold a meeting and the Lot and Unit owners shall elect the third of the three members of the ACC. The members of the ACC shall take office upon election or upon appointment by Declarant, as applicable. The term of each member shall be for a period of three (3) years and shall automatically renew for another term of three (3) years in the event that no election has been held by the expiration of the term. The Declarant may, at any time, resign its member positions in the ACC, and upon such resignation, the Declarant shall notify the Lot Owners in writing of such resignation. At that time, the majority of the Lot owners in the Subdivision shall elect the member positions in the ACC previously held by Declarant. Notice to the Lot Owners shall be at a meeting of Lot Owners called by notice in writing, mailed to the last known address of all Lot Owners as shown on the assessment rolls of the Town. The initial ACC shall establish its operating rules and procedures."

Section 7.2 (c) introductory provisions are revised to read as follows:

"c) Procedure for Approval. Prior to application for a building permit, each Lot Owner shall submit the following documents to the WindMor Architectural Control Committee, at the address on file in the records of the Association, which as of the date of amendment is National Exchange Bank & Trust, 130 South Main Street, Fond du Lac, WI 54935:"

Section 7.2 (c), paragraph 7 is revised to read as follows:

"(7) The identification of the general contractor hired by the Owner to construct the Building, along with (i) a summary of qualifications of the general contractor, (ii) a list of references to existing Homes constructed by the general contractor, and (iii) verification of the financial security of general contractor and the ability to complete the construction, or in the alternative an agreement for a performance bond as a part of the construction contract, all of which items (i), (ii), and (iii) shall be provided to the ACC in order to demonstrate and confirm that the use of the general contractor (i) will not unreasonably detract from the consistent quality, design, and concept of the Subdivision, (ii) will not unreasonably detract from or depreciate the value any portion of the Property, and (iii) will likely result in construction of a Building in full compliance with the requirements of this Declaration. The approval of the general contractor shall be within the discretion of the ACC. The Declarant and its related entities and affiliates shall have the right to claim that they are exempt from this provision. Approval of a general contractor on previous Buildings within the Subdivision is not a guarantee of future approvals."

6. Procedure for Plan Approval and Selection of Contractor. Notwithstanding the assignment to NEBAT of status as declarant pursuant to the provisions of Section 16.7 of the Declaration, including all of the rights and benefits conferred on or reserved for the Declarant in the Declaration, NEBAT acknowledges that it is not primarily in the business of residential construction and therefore agrees that in lieu of the general exemption of applicability of paragraph 7 relating to selection of contractors in the second-last sentence of paragraph 7, the following revised provisions of paragraph 7 of Section 7.2 (c) shall be applicable to construction upon Lots or Units owned by NEBAT:

"(7) The identification of the general contractor hired by the Owner to construct the Building, along with (i) a summary of qualifications of the general contractor, (ii) a list of references to existing Homes constructed by the general contractor, and (iii) verification of the financial security of general contractor and the ability to complete the construction, or in the alternative an agreement for a performance bond

as a part of the construction contract, all of which items (I), (ii), and (iii) shall be provided to the ACC in order to demonstrate and confirm that the use of the general contractor (I) will not unreasonably detract from the consistent quality, design, and concept of the Subdivision, (ii) will not unreasonably detract from or depreciate the value any portion of the Property, and (iii) will likely result in construction of a Building in full compliance with the requirements of this Declaration."

The foregoing waiver by NEBAT shall not in any way prohibit, prevent or limit a subsequent successor to status as declarant from electing the exemption to paragraph 7 of Section 7.2 (c).

7. Assignment and Relinquishment of Reserved Rights Under Conservation Easement. Pursuant to the provisions of Section 16.7 of the Declaration, all of the rights and benefits conferred on or reserved for the Declarant, are hereby assigned to NEBAT. From and after the date of this Agreement, any right, title and interest of Declarant in and to the Conservation Easement is hereby assigned to NEBAT, including any reserved rights identified in Section 3 and 4 of the Conservation Easement, and Declarant and the Boyds confirm and agree that they and their agents, officers, members, employees, and anyone claiming by, through, or under them, have relinquished any and all such reserved rights. The notice address for Declarant and WindMor Homeowners Association set forth in Section 12 of the Conservation Easement is hereby amended to require notice to National Exchange Bank & Trust, 130 South Main Street, Fond du Lac, WI 54935.

8. Effective Date. As between the parties hereto, this Assignment, Assumption, and Amendment Agreement is effective upon full execution. With respect to all other parties, pursuant to Section 10.2 of the Declaration, this Assignment, Assumption, and Amendment Agreement is effective upon recording in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

9. Construction and Effect.

9.1 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.

9.2 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.

9.3 Captions. The captions and section headings in this Agreement are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

9.4 Severability. If any portion of this Agreement or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid, and enforced, to the fullest extent permitted by law.

9.5 Termination of Right Title and Interest. Upon the Effective Date and the assignment of the status as declarant to NEBAT, the Boyds and Declarant assign to NEBAT any right, title and interest of Declarant or the Boyds in and to WindMor Subdivision, WindMor North Condominium, and WindMor South Condominium arising out of development of WindMor Subdivision or held by Declarant or the Boyds, including without limitation as Declarant, as Officers and Directors of WindMor Homeowners Association, as members of the Architectural Control Committee of WindMor Subdivision, as Officers or Directors of the WindMor North Condominium Association and WindMor South Condominium Association, and as owner of Lots, Outlots, or Units located within WindMor Subdivision, and have terminated any and all right, title and interest in and to WindMor Subdivision and the Property. The Declarant and the Boyds acknowledge that they have the right to release and terminate their right, title and interest in and to WindMor

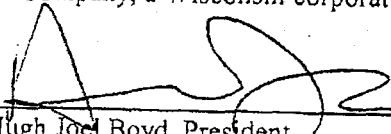
Subdivision and the Property and do so voluntarily, with the intent that such termination be binding upon anyone claiming by, through, or under them.

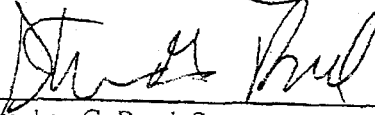
9.6 Binding Nature. This Agreement shall be binding upon Declarant and the Boyds and anyone claiming by, through, or under them and shall inure to the benefit of NEBAT, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

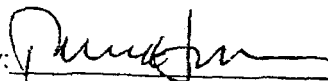
Declarant:

WDG Company, a Wisconsin corporation formerly known as Windridge Group Corporation

By:   
Hugh Joel Boyd, President

By:   
Stephen G. Boyd, Secretary

WDG Company

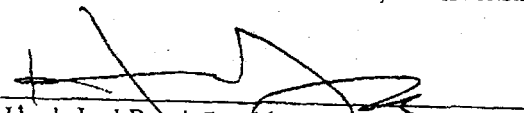
By:   
Paul G. Swanson, Receiver

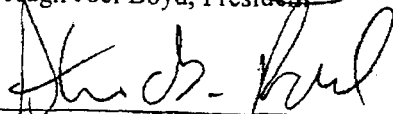
Developers Individually:

  
Hugh Joel Boyd

  
Stephen G. Boyd

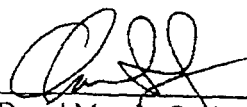
WindMor Homeowners Association, a Wisconsin non-stock association

By:   
Hugh Joel Boyd, President

By:   
Stephen G. Boyd, Secretary

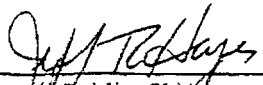
Assuming Party:

National Exchange Bank and Trust

By:   
David Moody, Senior Vice President

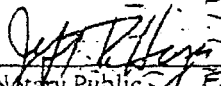
STATE OF WISCONSIN )  
FOND DU LAC ) ss  
SHEBOYGAN COUNTY )

Personally came before me this 10<sup>th</sup> day of August, 2011, the above-named Hugh Joel Boyd, to me known to be the person who executed the foregoing instrument, individually and as President of WDG Company, a Wisconsin corporation, and as President of WindMor Homeowners Association, a Wisconsin non-stock association, to me known to be the person who executed the foregoing instrument individually and as such officers of such entities and as authorized by such entities and acknowledged the same.

  
Notary Public, Sheboygan County, Wis.  
My Commission is permanent. (If not, state expiration date: 9-28-14)

STATE OF WISCONSIN )  
Fond du Lac ) ss  
COUNTY )

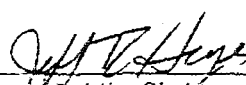
Personally came before me this 16 day of August, 2011, the above-named David Moody, as Senior Vice President of National Exchange Bank and Trust, a Wisconsin banking corporation, to me known to be the persons who executed the foregoing instrument as such officers of National Exchange Bank and Trust and as authorized by such corporation and acknowledge the same.

  
Notary Public, Fond du Lac County, Wis.  
My Commission is permanent. (If not, state expiration date: 9-28-14)

This instrument drafted by:  
Peter R. Mayer  
Mayer Law Firm, S.C.  
909 North 8th Street, Suite 120  
Sheboygan, WI 53081  
(920) 980-8241

STATE OF WISCONSIN )  
FOND DU LAC ) ss  
SHEBOYGAN COUNTY )

Personally came before me this 18<sup>th</sup> day of August, 2011, the above-named Stephen G. Boyd, to me known to be the person who executed the foregoing instrument, individually and as Secretary of WDG Company, a Wisconsin corporation, and as Secretary of WindMor Homeowners Association, a Wisconsin non-stock association, to me known to be the person who executed the foregoing instrument individually and as such officers of such entities and as authorized by such entities and acknowledged the same.

  
Notary Public, Sheboygan County, Wis.  
My Commission is permanent. (If not, state expiration date: 9-28-14)

STATE OF WISCONSIN )  
Fond du Lac ) ss  
COUNTY )

Personally came before me this 16 day of August, 2011, the above-named Paul G. Swanson, to me known to be the person who executed the foregoing instrument as Receiver of WDG Company, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument as such receiver of such entity and as authorized by Order entered in Case No. 10-CV-514 in Sheboygan County Circuit Court and acknowledged the same.

  
Notary Public, Fond du Lac County, Wis.  
My Commission is permanent. (If not, state expiration date: 9-28-14)

EXHIBIT "A"  
WindMor Subdivision Legal Description

Situated in the State of Wisconsin, County of Sheboygan and described as follows:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58 and 59 of WindMor, a subdivision in the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

AND

Units 1, 2 and 3 of WindMor North Condominium, being a condominium created under the Condominium ownership Act of the State of Wisconsin by a "Declaration of Condominium for Windmor North Condominium" dated the 12th day of December, 2007 and recorded on the 13th day of December, 2007 at 11:17 A.M. in the office of the Register of Deeds for Sheboygan County, Wisconsin as Document Number 1841753 and by its Condominium Plat (with an Affidavit of Correction to said plat).

Together with all appurtenant rights, title and interests, including (without limitation):

- a) the undivided percentage interest in all Common Elements as specified for each Unit in the aforementioned Declaration;
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit;
- c) membership in the WindNor North Condominium Owners Association (hereafter the "Owner's Association"), as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association;

AND

Units 1, 2, 3, 4, 5 and 6 in WindMor South Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for WindMor South Condominium", dated the 27th day of December, 2007 and recorded the 28th day of December, 2007 at 1:29 P.M. in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1842623 and by a Condominium Plat therefore:

Together with all appurtenant rights, title and interests, including (without limitation):

- a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and
- c) membership in the WindMor South Owners Association, (hereafter the "Owner's Association"), as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.

Together with an undivided one sixty-sixth (1/66th) ownership for each lot and condominium unit set forth above in the WindMor Subdivision Common Areas, defined as Outlots 1, 2, 3, 4 and 5 of WindMor Subdivision, which undivided interests are held by all the Owners of Lots in WindMor Subdivision and Owners of Units in WindMor North Condominium and WindMor South Condominium.

AND

Outlots 1, 2, 3, 4, and 5 of WindMor, a subdivision in the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Tax Key Numbers - WindMor Outlots and Lots

59024365775, 59024365776, 59024365777, 59024365778, 59024365779, 59024365782, 59024365783, 59024365784, 59024365785, 59024365786, 59024365787, 59024365788, 59024365789, 59024365790, 59024365791, 59024365792, 59024365793, 59024365794, 59024365795, 59024365796, 59024365797, 59024365798, 59024365800, 59024365801, 59024365802, 59024365803, 59024365804, 59024365805, 59024365806, 59024365807, 59024365808, 59024365809, 59024365810, 59024365811, 59024365812, 59024365813, 59024365814, 59024365815, 59024365816, 59024365817, 59024365818, 59024365819, 59024365820, 59024365821, 59024365822, 59024365823, 59024365824, 59024365825, 59024365826, 59024365827, 59024365828, 59024365829, 59024365830, 59024365831, 59024365832, 59024365833, 59024365834, 59024365835, 59024365836, 59024365837, 59024365838 and 59024365839.

Tax Key Numbers - WindMor North Condominium 59024365851, 59024365852 and 59024365853

Tax Key Numbers - WindMor South Condominium

59024365861, 59024365862, 59024365863, 59024365864, 59024365865 and 59024365866.



8 0 3 6 7 1 1  
Tx:4018118

**1928841**

**SHEBOYGAN COUNTY, WI**

**RECORDED ON**

**08/18/2011 4:48 PM**

**ELLEN R. SCHLEICHER**

**REGISTER OF DEEDS**

**RECORDING FEE: 30.00**

**EXEMPTION #**

**Cashier ID: 9**

**PAGES: 6**

Document Number

ASSIGNMENT OF OPTION TO  
PURCHASE AND ASSIGNMENT  
OF OPTION TO PURCHASE,  
RESTRICTIVE COVENANT, AND  
RIGHT OF FIRST REFUSAL

This Assignment of Option to Purchase and Assignment of Option to Purchase, Restrictive Covenant, and Right of First Refusal is made this 18<sup>th</sup> day of August, 2011, by and between Hugh Joel Boyd also known as H. Joel Boyd and Stephen G. Boyd, adult residents of Wisconsin, (together the "Boys") and WDG Company, a Wisconsin corporation formerly known as Windridge Group Corporation ("Declarant") and National Exchange Bank and Trust ("NEBAT"). The Boys and the Declarant are together referred to in this Agreement as the "Developers".

#### RECITALS

A. Declarant recorded the Plat of WindMor Subdivision and developed a subdivision for residences and other related improvements, commonly known as WindMor Subdivision, upon real property located in the Town of Sheboygan, Sheboygan County, Wisconsin, which subdivision is more particularly described on Exhibit "A" attached hereto, and Declarant subjected the Subdivision to the Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision originally dated December 12, 2007 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on December 13, 2007 as Document No. 1841751 (the "Declaration").

B. Declarant purchased from Leslie R. Rahn and Judith M. Rahn (the "Rahns") the real property upon which WindMor Subdivision was developed.

C. The Rahns obtained an Option to Purchase from Sheboygan Christian School Association ("Sheboygan Christian") dated April 30, 2007 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on August 6, 2007 as Document No. 1832863 (the "Rahn Option") on a parcel of land contiguous to WindMor Subdivision and legally described as follows:

Lot 2 of a Certified Survey Map recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on March 12, 2007, at 3:20 P.M., in Volume 22 of Survey Maps, Page 318, as Document No. 1821610, and being a division of part of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 7, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin (the "Sheboygan Christian Property")

D. Simultaneously to the Declarant's purchase of the real property upon which WindMor Subdivision was developed and pursuant to an escrow closing agreement which was a condition of the completion of the purchase by Declarant, the Rahns assigned the Rahn Option to the Declarant pursuant to the Assignment and Grant of Option to

This space reserved for Recording Data

Name and Return Address  
National Exchange Bank & Trust  
130 South Main Street  
Fond du Lac, WI 54935

59024343084  
(Parcel Identification Number)

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Purchase dated July 27, 2007, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on August 6, 2007 as Document No. 1832865 (the "Rahn Option Assignment").

E. Declarant obtained an Option to Purchase, Restrictive Covenant, and Right of First Refusal from Sheboygan Christian dated August 10, 2007 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on August 17, 2007 as Document No. 1833905 (the "WindMor Option Agreement") on the Sheboygan Christian Property pursuant to the escrow closing agreement which was a condition of the completion of the purchase by Declarant of the adjacent WindMor Subdivision real property.

F. Pursuant to an agreement with NEBAT, the Declarant and the Boyds have agreed to convey to NEBAT ownership of the remaining Lots and Outlots of WindMor Subdivision and the remaining Units of WindMor North Condominium and WindMor South Condominium owned by the Declarant and to assign to NEBAT any right, title and interest of Declarant or the Boyds in and to WindMor Subdivision, WindMor North Condominium, and WindMor South Condominium arising out of or related to development of WindMor Subdivision or held by Declarant or the Boyds, including without limitation as Declarant.

G. On March 3, 2011, Paul G. Swanson was appointed as receiver of WDG Company in Case No. 10-CV-514 in Sheboygan County Circuit Court, State of Wisconsin, and through the order of the Court was given the power to protect, manage, and convey the assets of WDG Company.

H. The Declarant, the Boyds, and NEBAT now desire to assign to NEBAT the Rahn Option Assignment and the WindMor Option Agreement as set forth in this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Declarant, the Boyds, and NEBAT agree as follows:

1. Assignment of Rahn Option Assignment. All right, title and interest of Declarant and the Boyds in and to the Rahn Option Assignment, including without limitation the rights and benefits conferred on or reserved for the Declarant in the Rahn Option, are hereby assigned to NEBAT.

2. Assignment of WindMor Option Agreement. All right, title and interest of Declarant and the Boyds in and to the WindMor Option Agreement, including without limitation the option to purchase the Sheboygan Christian Property, the right of first refusal on the Sheboygan Christian Property, the restrictive covenant on the Sheboygan Christian Property and any enforcement rights upon the Sheboygan Christian Property, and any and all rights and benefits conferred on or reserved for the Declarant in the WindMor Option Agreement, are hereby assigned to NEBAT.

3. Assumption of Rahn Option Assignment and WindMor Option Agreement. All of the rights and benefits conferred on or reserved for the Declarant in the Rahn Option Assignment and the WindMor Option Agreement are hereby assumed by NEBAT. NEBAT hereby agrees to and does accept the assignment unless and until NEBAT completes a subsequent assignment through the conveyance of its underlying interests as declarant pursuant to the provisions of Section 16.7 of the Declaration.

4. Amendment to Notice Address. The notice address for the Declarant in the Rahn Option Assignment and the WindMor Option Agreement are hereby amended to require notice to National Exchange Bank & Trust, 130 South Main Street, Fond du Lac, WI 54935.

5. Effective Date. As between the parties hereto, this Assignment of Option to Purchase and Assignment of Option to Purchase, Restrictive Covenant, and Right of First Refusal is effective upon full execution. With respect to all other parties, this Assignment of Option to Purchase and Assignment of Option to Purchase, Restrictive Covenant, and Right of First Refusal is effective upon recording in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

6. Construction and Effect.

6.1 Captions. The captions and section headings in this Agreement are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

6.2 Severability. If any portion of this Agreement or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid, and enforced, to the fullest extent permitted by law.

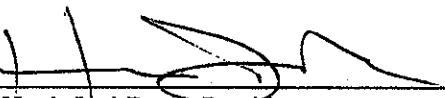
6.3 Termination of Right, Title and Interest. Upon the Effective Date and the assignment to NEBAT, the Boyds and Declarant assign to NEBAT any right, title and interest of Declarant or the Boyds in and to the Rahn Option, the Rahn Option Assignment, and the WindMor Option Agreement, whether arising out of development of WindMor Subdivision or held by Declarant or the Boyds, including without limitation as Declarant, as Officers and Directors, or as owner of Lots, Outlots, or Units located within WindMor Subdivision, and any and all right, title and interest of Declarant and the Boyds is thereafter terminated in and to the Rahn Option, the Rahn Option Assignment, and the WindMor Option Agreement. The Declarant and the Boyds acknowledge that they have the right to assign their right, title and interest in and to the Rahn Option Assignment and the WindMor Option Agreement and do so voluntarily, with the intent that such assignment be binding upon anyone claiming by, through, or under them.

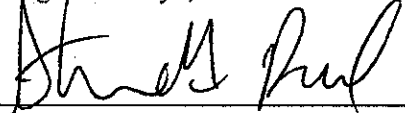
6.4 Binding Nature. This Agreement shall be binding upon Declarant and the Boyds and anyone claiming by, through, or under them and shall inure to the benefit of NEBAT, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Declarant:

WDG Company, a Wisconsin corporation formerly known as Windridge Group Corporation

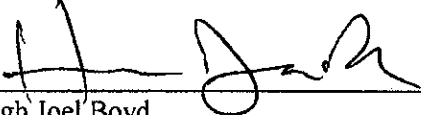
By:   
\_\_\_\_\_  
Hugh Joel Boyd, President

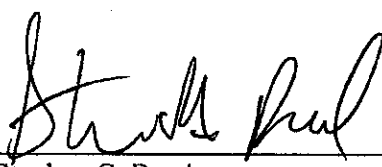
By:   
\_\_\_\_\_  
Stephen G. Boyd, Secretary

WDG Company

By:   
\_\_\_\_\_  
Paul G. Swanson, Receiver

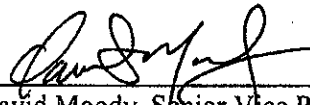
Developers Individually:

  
\_\_\_\_\_  
Hugh Joel Boyd

  
\_\_\_\_\_  
Stephen G. Boyd

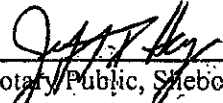
Assuming Party:

National Exchange Bank and Trust

By:   
\_\_\_\_\_  
David Moody, Senior Vice President

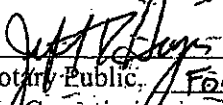
STATE OF WISCONSIN )  
FOND DU LAC ) ss  
SHEBOYGAN COUNTY )

Personally came before me this 16<sup>th</sup> day of August, 2011, the above-named Hugh Joel Boyd, to me known to be the person who executed the foregoing instrument, individually and as President of WDG Company, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument individually and as such officer of such entity and as authorized by such entity and acknowledged the same.

  
Notary Public, Sheboygan County, Wis.  
My Commission is permanent. (If not, state expiration date: 9-28-14)

STATE OF WISCONSIN )  
Fond du Lac ) ss  
COUNTY )

Personally came before me this 16 day of August, 2011, the above-named David Moody, as Senior Vice President of National Exchange Bank and Trust, a Wisconsin banking corporation, to me known to be the persons who executed the foregoing instrument as such officers of National Exchange Bank and Trust and as authorized by such corporation and acknowledge the same.

  
Notary Public, Fond du Lac County, Wis.  
My Commission is permanent. (If not, state expiration date: 9-28-14)

This instrument drafted by:  
Peter R. Mayer  
Mayer Law Firm, S.C.  
909 North 8th Street, Suite 120  
Sheboygan, WI 53081  
(920) 980-8241

STATE OF WISCONSIN )  
FOND DU LAC ) ss  
SHEBOYGAN COUNTY )

Personally came before me this 18<sup>th</sup> day of August, 2011, the above-named Stephen G. Boyd, to me known to be the person who executed the foregoing instrument, individually and as Secretary of WDG Company, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument individually and as such officer of such entity and as authorized by such entity and acknowledged the same.

  
Notary Public, Sheboygan County, Wis.  
My Commission is permanent. (If not, state expiration date: 9-28-14)

STATE OF WISCONSIN )  
Fond du Lac ) ss  
COUNTY )

Personally came before me this 16<sup>th</sup> day of August, 2011, the above-named Paul G. Swanson, to me known to be the person who executed the foregoing instrument as Receiver of WDG Company, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument as such receiver of such entity and as authorized by Order entered in Case No. 10-CV-514 in Sheboygan County Circuit Court and acknowledged the same.

  
Notary Public, Fond du Lac County, Wis.  
My Commission is permanent. (If not, state expiration date: 9-28-14)

EXHIBIT "A"  
WindMor Subdivision Legal Description

Situated in the State of Wisconsin, County of Sheboygan and described as follows:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58 and 59 of WindMor, a subdivision in the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

AND

Units 1, 2 and 3 of WindMor North Condominium, being a condominium created under the Condominium ownership Act of the State of Wisconsin by a "Declaration of Condominium for Windmor North Condominium" dated the 12th day of December, 2007 and recorded on the 13th day of December, 2007 at 11:17 A.M. in the office of the Register of Deeds for Sheboygan County, Wisconsin as Document Number 1841753 and by its Condominium Plat (with an Affidavit of Correction to said plat).

Together with all appurtenant rights, title and interests, including (without limitation):

- a) the undivided percentage interest in all Common Elements as specified for each Unit in the aforementioned Declaration;
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit;
- c) membership in the WindNor North Condominium Owners Association (hereafter the "Owner's Association"), as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association;

AND

Units 1, 2, 3, 4, 5 and 6 in WindMor South Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for WindMor South Condominium", dated the 27th day of December, 2007 and recorded the 28th day of December, 2007 at 1:29 P.M. in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1842623 and by a Condominium Plat therefore;

Together with all appurtenant rights, title and interests, including (without limitation):

- a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and
- c) membership in the WindMor South Owners Association, (hereafter the "Owner's Association"), as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.

Together with an undivided one sixty-sixth (1/66th) ownership for each lot and condominium unit set forth above in the WindMor Subdivision Common Areas, defined as Outlots 1, 2, 3, 4 and 5 of WindMor Subdivision, which undivided interests are held by all the Owners of Lots in WindMor Subdivision and Owners of Units in WindMor North Condominium and WindMor South Condominium.

AND

Outlots 1, 2, 3, 4, and 5 of WindMor, a subdivision in the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.



8 4 1 0 2 1 8  
Tx:4126834

**2033672**

**SHEBOYGAN COUNTY, WI**

**RECORDED ON**

**01/18/2017 10:52 AM**

**ELLEN R. SCHLEICHER**

**REGISTER OF DEEDS**

**RECORDING FEE: 30.00**

**EXEMPTION #**

**Cashier ID: 9**

**PAGES: 8**

Document Number      **ASSIGNMENT AND  
ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement is made this 13 day of January, 2017, by and between National Exchange Bank and Trust ("NEBAT") and Hillcrest Windmor LLC, a Wisconsin limited liability company ("Hillcrest Windmor").

**RECITALS**

A. WDG Company, a Wisconsin corporation formerly known as Windridge Group Corporation ("Declarant") recorded the Plat of WindMor Subdivision and developed a subdivision for residences and other related improvements, commonly known as WindMor Subdivision, upon real property located in the Town of Sheboygan, Sheboygan County, Wisconsin, which subdivision is more particularly described on Exhibit "A" attached hereto.

B. Declarant submitted Lot 1 of WindMor Subdivision to the condominium form of ownership and formed WindMor South Condominium, a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for WindMor South Condominium", dated the 27th day of December, 2007 and recorded the 28th day of December, 2007 at 1:29 P.M. in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1842623 and by a Condominium Plat.

C. Declarant submitted Lot 19 of WindMor Subdivision to the condominium form of ownership and formed WindMor North Condominium, a condominium created under the Condominium ownership Act of the State of Wisconsin by a "Declaration of Condominium for Windmor North Condominium" dated the 12th day of December, 2007 and recorded on the 13th day of December, 2007 at 11:17 A.M. in the office of the Register of Deeds for Sheboygan County, Wisconsin as Document Number 1841753 and by its Condominium Plat (with an Affidavit of Correction to said plat).

D. Declarant subjected the Subdivision and all Lots of WindMor Subdivision, Outlots 1, 2, 3, 4, and 5 of WindMor Subdivision, all Units, Limited Common Elements and Common Elements of WindMor South Condominium and WindMor North Condominium, (together the "Property") and all improvements upon the Property, to certain easements, covenants, rights, restrictions, and obligations with respect to the ownership, construction, use and maintenance of Lots and Units in the Subdivision, and improvements and all components thereof, by entering into the Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision originally dated December 12, 2007 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on December 13, 2007 as Document No. 1841751.

E. The December 12, 2007 Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision was amended March 20, 2008 to include an additional lot and to include a reference to WindMor South Condominium

This space reserved for Recording Data

Name and Return Address  
National Exchange Bank & Trust  
130 South Main Street  
Fond du Lac, WI 54935

See Attached Legal Description  
(Parcel Identification Number)

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and WindMor North Condominium. The Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision, as amended, was recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on March 20, 2008 as Document No. 1848618.

F. The Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision, whether in original form or as amended, is referred to as the "Declaration" in this Assignment and Assumption Agreement.

G. Declarant subjected Outlots 1, 2, 3, 4, and 5 of WindMor Subdivision to a Grant of Conservation Easement in favor of the Town of Sheboygan and WindMor Homeowners Association, which Grant of Conservation Easement is dated as of December 13, 2007, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on March 20, 2008 as Document No. 1848620 (the "Conservation Easement").

H. In August of 2011, pursuant to an agreement with NEBAT, the Declarant and Hugh Joel Boyd also known as H. Joel Boyd and Stephen G. Boyd, adult residents of Wisconsin, (together the "Boyd's") conveyed to NEBAT ownership of the remaining Lots and Outlots of WindMor Subdivision and the remaining Units of WindMor North Condominium and WindMor South Condominium then owned by the Declarant and assigned to NEBAT any right, title and interest of Declarant or the Boyds in and to WindMor Subdivision, WindMor North Condominium, and WindMor South Condominium arising out of development of WindMor Subdivision or held by Declarant or the Boyds, including without limitation as Declarant, as Officers, Directors, or Members of WindMor Homeowners Association, as the Architectural Control Committee of WindMor Subdivision, and as owner of Lots, Outlots, or Units located within WindMor Subdivision.

I. On March 3, 2011, Paul G. Swanson was appointed as receiver of WDG Company in Case No. 10-CV-514 in Sheboygan County Circuit Court, State of Wisconsin, and through the order of the Court was given the power to protect, manage, and convey the assets of WDG Company and did so assign and convey to NEBAT any right, title and interest of Declarant in and to WindMor Subdivision, WindMor North Condominium, and WindMor South Condominium arising out of development of WindMor Subdivision or held by Declarant, including without limitation as Declarant, as Officers, Directors, or Members of WindMor Homeowners Association, as the Architectural Control Committee of WindMor Subdivision, and as owner of Lots, Outlots, or Units located within WindMor Subdivision.

J. The Declarant and the Boyds assigned to NEBAT and NEBAT assumed, the Declaration and interests, the parties amended the Declaration, and the rights and interests of the Declarant and the Boyds in WindMor Subdivision were terminated, by the Assignment, Assumption, and Amendment Agreement dated August 18, 2011, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on August 18, 2011, as Document No. 1928838.

K. The Declaration of Condominium for WindMor South Condominium was terminated by NEBAT, as the owner of all Units of WindMor South Condominium and the successor-in-interest to Declarant, and Lot 1 of WindMor Subdivision was removed from the condominium form of ownership, by the Termination of Condominium Declaration and Removal Agreement dated the 20th day of August, 2012 and recorded the 17th day of December, 2012 in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1958864.

L. The Declaration of Condominium for WindMor North Condominium was terminated by NEBAT, as the owner of all Units of WindMor North Condominium and the successor-in-interest to Declarant, and Lot 19 of WindMor Subdivision was removed from the condominium form of ownership, by the Termination of Condominium Declaration and Removal Agreement dated the 20th day of August, 2012 and recorded the 17th day of December, 2012 in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1958863.

M. Lot 1 of WindMor Subdivision was divided into four parcels by Certified Survey Map recorded in Certified Survey Maps, in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document Number 1958867, being part of Lot 1 of WindMor Subdivision, located in the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4), Northwest Quarter (NW 1/4), and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Seven (7), Township Fifteen (15) North, Range Twenty-three (23) East, Town of Sheboygan, Sheboygan County, Wisconsin, and the four parcels are identified as Lot 1 of C.S.M. Document No. 1958867, Lot 2 of C.S.M. Document No. 1958867, Lot 3 of C.S.M. Document No. 1958867, and Lot 4 of C.S.M. Document No. 1958867.

N. Lot 19 of WindMor Subdivision was divided into two parcels by Certified Survey Map recorded in Certified Survey Maps, in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document Number 1958866, being part of Lot 19 of WindMor Subdivision, located in the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4), Northwest Quarter (NW 1/4), and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Seven (7), Township Fifteen (15) North, Range Twenty-three (23) East, Town of Sheboygan, Sheboygan County, Wisconsin, and the two parcels are identified as Lot 1 of C.S.M. Document No. 1958866 and Lot 2 of C.S.M. Document No. 1958866.

O. WindMor Subdivision and all Lots of WindMor Subdivision (including without limitation Lot 1 of C.S.M. Document No. 1958866, Lot 2 of C.S.M. Document No. 1958866, Lot 1 of C.S.M. Document No. 1958867, Lot 2 of C.S.M. Document No. 1958867, Lot 3 of C.S.M. Document No. 1958867, and Lot 4 of C.S.M. Document No. 1958867) and Outlots 1, 2, 3, 4, and 5 of WindMor Subdivision (together the "Property") and all improvements upon the Property, are all subjected to certain easements, covenants, rights, restrictions, and obligations with respect to the ownership, construction, use and maintenance of Lots in the Subdivision, and improvements and all components thereof, by virtue of the Declaration.

P. Pursuant to an agreement with Hillcrest Windmor, NEBAT has agreed to convey to Hillcrest Windmor ownership of the remaining Lots and Outlots of WindMor Subdivision owned by NEBAT and to assign to Hillcrest Windmor any right, title and interest of NEBAT in and to WindMor Subdivision arising out of development of WindMor Subdivision or held by NEBAT, including without limitation as Declarant's assignee, as Officers, Directors, or Members of WindMor Homeowners Association, as the Architectural Control Committee of WindMor Subdivision, and as owner of Lots and Outlots located within WindMor Subdivision; specifically excluding, however, NEBAT's interest as lender to Hillcrest Windmor, secured creditor to Hillcrest Windmor, holder of a purchase money security interest in and to the Property, and mortgage holder of the Property, all as more fully described in the loan documents and in the instruments and documents recorded along with the conveyance instrument.

Q. Hillcrest Windmor and NEBAT now desire to assign and assume the Declaration and interests as set forth in this Agreement and to thereafter terminate the rights and interests of NEBAT in WindMor Subdivision, but specifically excepting and retaining NEBAT's interest as lender to Hillcrest Windmor, secured creditor, and security interest and mortgage holder of the Property, all as more fully described in the loan documents and in the instruments and documents recorded along with the conveyance instrument.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, NEBAT and Hillcrest Windmor agree as follows:

1. Assignment of Status as Declarant. Pursuant to the provisions of Section 16.7 of the Declaration, all of the rights and benefits conferred on or reserved for the Declarant in the Declaration, along with its status as declarant of WindMor Subdivision, are hereby assigned to Hillcrest Windmor. From and after the date of this Agreement, the reference in the Declaration to the Declarant shall refer to Hillcrest Windmor as if originally stated in the first paragraph

of the Declaration, unless and until Hillcrest Windmor completes a subsequent assignment pursuant to the provisions of Section 16.7 of the Declaration.

2. Assumption of Status as Declarant. Pursuant to the provisions of Section 16.7 of the Declaration, all of the rights and benefits conferred on or reserved for the Declarant in the Declaration, along with its status as declarant of WindMor Subdivision, are hereby assumed by Hillcrest Windmor. Hillcrest Windmor hereby agrees to and does accept the assignment and in addition expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations required to be kept on the part of Declarant under the Declaration, unless and until Hillcrest Windmor completes a subsequent assignment pursuant to the provisions of Section 16.7 of the Declaration.

3. Resignation from Association Board of Directors. NEBAT and any person appointed by NEBAT to serve on the Board of Directors of the Association hereby resigns from the Board of Directors of the Association and shall be replaced with the designee of Hillcrest Windmor. Pursuant to the provisions of Section 2.3 of the Declaration, the parties hereto hereby state, confirm and acknowledge that due to the assignment of status as declarant to Hillcrest Windmor pursuant to Section 16.7, such resignation shall not affect the rights of Hillcrest Windmor, or its future successors, assignees, or appointed Directors, to act as the Board of Directors of the WindMor Homeowners Association.

4. Resignation from Architectural Control Committee. NEBAT and any person appointed by NEBAT to serve hereby resign from the Architectural Control Committee and shall be replaced with the designee of Hillcrest Windmor. Pursuant to the provisions of Section 7.1 of the Declaration, the parties hereto hereby state, confirm and acknowledge that due to the assignment of status as declarant to Hillcrest Windmor pursuant to Section 16.7, such resignation shall not affect the rights of Hillcrest Windmor, or its future successors, to continue to act as the Architectural Control Committee for any Lots owned by Hillcrest Windmor.

5. Indemnification and Hold Harmless. Hillcrest Windmor hereby releases and agrees to hold harmless, indemnify, and defend NEBAT and its directors, officers, employees, agents, and contractors and the successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and similar environmental laws in any way affecting, involving, or relating to the Property; and (3) the obligations, covenants, duties, and obligations with respect to the ownership, construction, use and maintenance of Lots and Outlots in the Subdivision, and improvements and all components thereof. Hillcrest Windmor assumes all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage, subject to reimbursement by Lot Owners or the Association, and shall assume sole responsibility under any applicable governmental permits, agreements, or approvals for any construction or other activity or use upon WindMor by Declarant or NEBAT.

6. Notice Address. All provisions of the Declaration, as amended, which provide a notice address to the Declarant, the WindMor Homeowners Association, and the Architectural Control Committee, shall be revised to read as follows: Hillcrest Windmor LLC, Attn. Oyvind Solvang, 124 SOUTH SWIFT ST, PO BOX 28, GLENBEULAH, WI 53023.

7. Assignment and Relinquishment of Reserved Rights Under Conservation Easement. Pursuant to the provisions of Section 16.7 of the Declaration, all of the rights and benefits conferred on or reserved for the Declarant,

are hereby assigned to Hillcrest Windmor. From and after the date of this Agreement, any right, title and interest of Declarant in and to the Conservation Easement is hereby assigned to Hillcrest Windmor, including any reserved rights identified in Section 3 and 4 of the Conservation Easement, and NEBAT confirms and agrees that they and their agents, officers, members, employees, and anyone claiming by, through, or under them, have relinquished any and all such reserved rights. The notice address for Declarant and WindMor Homeowners Association set forth in Section 12 of the Conservation Easement is hereby amended to require notice to Hillcrest Windmor LLC, Attn. Oyvind Solvang, 124 SOUTH SWIFT ST, PO BOX 28, GLENBEULAH, WI 53023.

8. Effective Date. As between the parties hereto, this Assignment and Assumption Agreement is effective upon full execution. With respect to all other parties, pursuant to Section 10.2 of the Declaration, this Assignment and Assumption Agreement is effective upon recording in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

9. Construction and Effect.

9.1 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.

9.2 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.

9.3 Captions. The captions and section headings in this Agreement are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

9.4 Severability. If any portion of this Agreement or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid, and enforced, to the fullest extent permitted by law.

9.5 Termination of Right Title and Interest. Upon the Effective Date and the assignment of the status as declarant to Hillcrest Windmor, NEBAT assigns to Hillcrest Windmor any right, title and interest of NEBAT in and to WindMor Subdivision arising out of development of WindMor Subdivision or held by NEBAT, including without limitation as Declarant's assignee, as Officers and Directors of WindMor Homeowners Association, as members of the Architectural Control Committee of WindMor Subdivision, and as owner of Lots or Outlots located within WindMor Subdivision, and have terminated any and all right, title and interest in and to WindMor Subdivision and the Property; specifically excluding, however, from this assignment and termination, NEBAT's interest as lender to Hillcrest Windmor, secured creditor of Hillcrest Windmor, holder of a purchase money security interest in and to the Property, and mortgage holder of the Property, all as more fully described in the loan documents and in the instruments and documents recorded along with the conveyance instrument. NEBAT acknowledges that it has the right to release and terminate their right, title and interest in and to WindMor Subdivision and the Property (excluding NEBAT's interest as lender to Hillcrest Windmor, secured creditor of Hillcrest Windmor, holder of a purchase money security interest in and to the Property, and mortgage holder of the Property) and does so voluntarily, with the intent that such termination be binding upon anyone claiming by, through, or under them.

9.6 Binding Nature. This Agreement shall be binding upon NEBAT and anyone claiming by, through, or under them and shall inure to the benefit of Hillcrest Windmor, and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

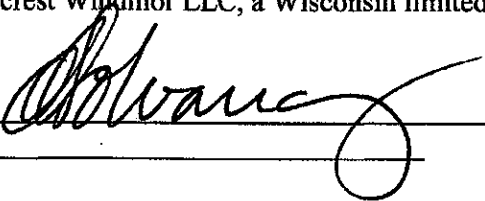
ASSIGNOR:

National Exchange Bank and Trust

By:   
CEO

ASSIGNEE:

Hillcrest Windmor LLC, a Wisconsin limited liability company

By: 

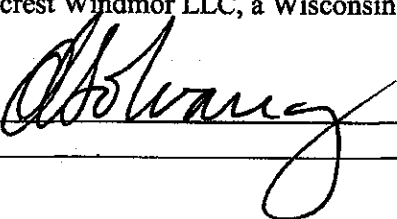
WindMor Homeowners Association, a Wisconsin non-stock association

By: National Exchange Bank and Trust

By:   
CEO

Assuming Party:

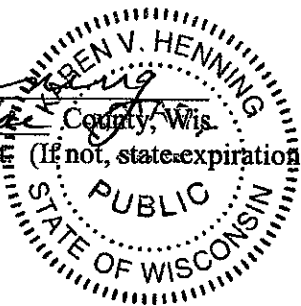
Hillcrest Windmor LLC, a Wisconsin limited liability company

By: 

STATE OF WISCONSIN )  
Fond du Lac COUNTY ) ss

Personally came before me this 12<sup>th</sup> day of January, 2017, the above-named ERIC P. STONE, as CEO of National Exchange Bank and Trust, a Wisconsin banking corporation, to me known to be the person who executed the foregoing instrument as such officer of National Exchange Bank and Trust and as authorized by such corporation, and on behalf of WindMor Homeowners Association, a Wisconsin non-stock association, and acknowledged the same.

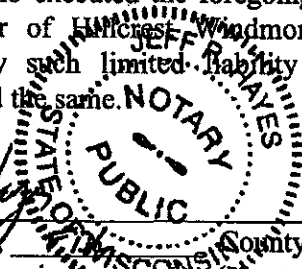
Karen V. Henning  
Notary Public, Fond du Lac County, Wis.  
My Commission is permanent. (If not, state expiration date: 8-30-19)



STATE OF WISCONSIN )  
Fond du Lac COUNTY ) ss

Personally came before me this 12 day of January, 2017, the above-named QYUEND SOLVANG, as Member of Hillcrest Windmor LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument as such Member of Hillcrest Windmor LLC and as authorized by such limited liability company and acknowledged the same.

Jeffrey R. Hayes  
Notary Public, Fond du Lac County, Wis.  
My Commission is permanent. (If not, state expiration date: 9-28-18)



This instrument drafted by:  
Peter R. Mayer  
Mayer Law Firm, S.C.  
909 North 8th Street, Suite 120  
Sheboygan, WI 53081  
(920) 980-8241

EXHIBIT "A"  
WindMor Subdivision Legal Description

Situated in the State of Wisconsin, County of Sheboygan and described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58 and 59 of WindMor, a subdivision in the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

AND

Lot 1 of C.S.M. Document No. 1958866, Lot 2 of C.S.M. Document No. 1958866, Lot 1 of C.S.M. Document No. 1958867, Lot 2 of C.S.M. Document No. 1958867, Lot 3 of C.S.M. Document No. 1958867, and Lot 4 of C.S.M. Document No. 1958867

AND

Outlots 1, 2, 3, 4, and 5 of WindMor, a subdivision in the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Tax Key Numbers - WindMor Outlots and Lots

59024365775, 59024365776, 59024365777, 59024365778, 59024365779, 59024365782, 59024365783, 59024365784, 59024365785, 59024365786, 59024365787, 59024365788, 59024365789, 59024365790, 59024365791, 59024365792, 59024365793, 59024365794, 59024365795, 59024365796, 59024365797, 59024365798, 59024365800, 59024365801, 59024365802, 59024365803, 59024365804, 59024365805, 59024365806, 59024365807, 59024365808, 59024365809, 59024365810, 59024365811, 59024365812, 59024365813, 59024365814, 59024365815, 59024365816, 59024365817, 59024365818, 59024365819, 59024365820, 59024365821, 59024365822, 59024365823, 59024365824, 59024365825, 59024365826, 59024365827, 59024365828, 59024365829, 59024365830, 59024365831, 59024365832, 59024365833, 59024365834, 59024365835, 59024365836, 59024365837, 59024365838 and 59024365839.

Tax Key Numbers - C.S.M. Lots

59024365839, 59024365854, 59024365855,  
59024365867, 59024365868, 59024365869, and 59024365873.



8 4 1 0 2 1 9  
Tx:4126834

**2033673**

**SHEBOYGAN COUNTY, WI  
RECORDED ON**

**01/18/2017 10:52 AM**

**ELLEN R. SCHLEICHER**

**REGISTER OF DEEDS**

**RECORDING FEE: 30.00**

**EXEMPTION #**

**Cashier ID: 9**

**PAGES: 5**

Document Number      **SECOND ASSIGNMENT OF  
OPTION TO PURCHASE AND  
ASSIGNMENT OF OPTION TO  
PURCHASE, RESTRICTIVE  
COVENANT, AND RIGHT OF  
FIRST REFUSAL**

This Second Assignment of Option to Purchase and Assignment of Option to Purchase, Restrictive Covenant, and Right of First Refusal is made this 13 day of January, 2017, by and between National Exchange Bank and Trust ("NEBAT") and Hillcrest Windmor LLC, a Wisconsin limited liability company ("Hillcrest Windmor").

**RECITALS**

A. WDG Company, a Wisconsin corporation formerly known as Windridge Group Corporation ("Declarant") recorded the Plat of WindMor Subdivision and developed a subdivision for residences and other related improvements, commonly known as WindMor Subdivision, upon real property located in the Town of Sheboygan, Sheboygan County, Wisconsin, which subdivision is more particularly described on Exhibit "A" attached hereto, and Declarant subjected the Subdivision to the Declaration of Covenants, Conditions and Restrictions of WindMor Subdivision originally dated December 12, 2007 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on December 13, 2007 as Document No. 1841751 (the "Declaration").

B. Declarant purchased from Leslie R. Rahn and Judith M. Rahn (the "Rahns") the real property upon which WindMor Subdivision was developed.

C. The Rahns obtained an Option to Purchase from Sheboygan Christian School Association ("Sheboygan Christian") dated April 30, 2007 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on August 6, 2007 as Document No. 1832863 (the "Rahn Option") on a parcel of land contiguous to WindMor Subdivision and legally described as follows:

Lot 2 of a Certified Survey Map recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on March 12, 2007, at 3:20 P.M., in Volume 22 of Survey Maps, Page 318, as Document No. 1821610, and being a division of part of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 7, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin (the "Sheboygan Christian Property")

D. Simultaneously to the Declarant's purchase of the real property upon which WindMor Subdivision was developed and pursuant to an escrow closing agreement which was a condition of the completion of the purchase by Declarant, the Rahns assigned the Rahn Option to the Declarant pursuant to the Assignment and Grant of Option to Purchase dated July 27, 2007, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on August 6, 2007 as Document No. 1832865 (the "Rahn Option Assignment").

This space reserved for Recording Data

Name and Return Address  
National Exchange Bank & Trust  
130 South Main Street  
Fond du Lac, WI 54935

59024343084  
(Parcel Identification Number)

5

E. Declarant obtained an Option to Purchase, Restrictive Covenant, and Right of First Refusal from Sheboygan Christian dated August 10, 2007 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on August 17, 2007 as Document No. 1833905 (the "WindMor Option Agreement") on the Sheboygan Christian Property pursuant to the escrow closing agreement which was a condition of the completion of the purchase by Declarant of the adjacent WindMor Subdivision real property.

F. Pursuant to an agreement with NEBAT, the Declarant and Hugh Joel Boyd also known as H. Joel Boyd and Stephen G. Boyd, adult residents of Wisconsin, (together the "Boyd's") conveyed to NEBAT ownership of the remaining Lots and Outlots of WindMor Subdivision and the remaining Units of WindMor North Condominium and WindMor South Condominium owned by the Declarant, assigned to NEBAT any right, title and interest of Declarant or the Boyds in and to WindMor Subdivision, WindMor North Condominium, and WindMor South Condominium arising out of or related to development of WindMor Subdivision or held by Declarant or the Boyds, including without limitation as Declarant, and assigned to NEBAT the Rahn Option Assignment and the WindMor Option Agreement by the Assignment of Option to Purchase and Assignment of Option to Purchase, Restrictive Covenant, and Right of First Refusal dated August 18, 2011 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on August 18, 2011 as Document No. 1928841 (the "First Option Assignment").

G. Pursuant to an agreement with Hillcrest Windmor, NEBAT has agreed to convey to Hillcrest Windmor ownership of the remaining Lots and Outlots of WindMor Subdivision owned by NEBAT and to assign to Hillcrest Windmor any right, title and interest of NEBAT in and to WindMor Subdivision arising out of development of WindMor Subdivision or held by NEBAT, including without limitation as Declarant's assignee, as Officers, Directors, or Members of WindMor Homeowners Association, as the Architectural Control Committee of WindMor Subdivision, and as owner of Lots and Outlots located within WindMor Subdivision; but specifically excluding NEBAT's interest as lender to Hillcrest Windmor, secured creditor to Hillcrest Windmor, holder of a purchase money security interest in and to the Property, and mortgage holder of the Property.

H. Hillcrest Windmor and NEBAT now desire to assign from NEBAT to Hillcrest Windmor the Rahn Option Assignment, the WindMor Option Agreement, and the First Option Assignment, as set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, NEBAT and Hillcrest Windmor agree as follows:

1. Assignment of Rahn Option Assignment. All right, title and interest of NEBAT in and to the Rahn Option Assignment, including without limitation the rights and benefits conferred on or reserved for the Declarant or the Boyds in the Rahn Option, are hereby assigned to Hillcrest Windmor.

2. Assignment of WindMor Option Agreement. All right, title and interest of NEBAT in and to the WindMor Option Agreement, including without limitation the option to purchase the Sheboygan Christian Property, the right of first refusal on the Sheboygan Christian Property, the restrictive covenant on the Sheboygan Christian Property and any enforcement rights upon the Sheboygan Christian Property, and any and all rights and benefits conferred on or reserved for the Declarant or the Boyds in the WindMor Option Agreement, are hereby assigned to Hillcrest Windmor.

3. Assignment of First Option Assignment. All right, title and interest of NEBAT in and to the First Option Assignment, including without limitation the option to purchase the Sheboygan Christian Property, the right of first refusal on the Sheboygan Christian Property, the restrictive covenant on the Sheboygan Christian Property and any enforcement rights upon the Sheboygan Christian Property, and any and all rights and benefits conferred on or reserved

for the NEBAT in either the Rahn Option Assignment or the WindMor Option Agreement, are hereby assigned to Hillcrest Windmor.

4. Assumption of Rahn Option Assignment, WindMor Option Agreement, and First Option Assignment. All of the rights and benefits conferred on or reserved for the Declarant or NEBAT in the Rahn Option Assignment, the WindMor Option Agreement, and the First Option Assignment are hereby assumed by Hillcrest Windmor. Hillcrest Windmor hereby agrees to and does accept the assignment unless and until Hillcrest Windmor completes a subsequent assignment through the conveyance of its underlying interests as declarant pursuant to the provisions of Section 16.7 of the Declaration.

5. Amendment to Notice Address. The notice address for the Declarant in the Rahn Option Assignment, the WindMor Option Agreement, and the First Option Assignment shall be revised to read as follows: Hillcrest Windmor LLC, Attn. Oyvind Solvang, 124 SOUTH SWIFT ST, PO BOX 28, GLENBEULAH, WI 53023.

6. Effective Date. As between the parties hereto, this Second Assignment of Option to Purchase and Assignment of Option to Purchase, Restrictive Covenant, and Right of First Refusal is effective upon full execution. With respect to all other parties, this Second Assignment of Option to Purchase and Assignment of Option to Purchase, Restrictive Covenant, and Right of First Refusal is effective upon recording in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

7. Construction and Effect.

7.1 Captions. The captions and section headings in this Agreement are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

7.2 Severability. If any portion of this Agreement or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid, and enforced, to the fullest extent permitted by law.

7.3 Termination of Right, Title and Interest. Upon the Effective Date and the assignment to Hillcrest Windmor, NEBAT assigns to Hillcrest Windmor any right, title and interest of Declarant, the Boyds, or NEBAT in and to the Rahn Option Assignment, the WindMor Option Agreement, and the First Option Assignment, whether arising out of development of WindMor Subdivision or held by NEBAT, including without limitation as Declarant, as Officers and Directors, or as owner of Lots or Outlots located within WindMor Subdivision, and any and all right, title and interest of Declarant and the Boyds is thereafter terminated in and to the Rahn Option, the Rahn Option Assignment, the WindMor Option Agreement, and the First Option Assignment.

7.4 Binding Nature. This Agreement shall be binding upon NEBAT and anyone claiming by, through, or under it and shall inure to the benefit of Hillcrest Windmor, and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ASSIGNOR:

National Exchange Bank and Trust

By:   
Eric F. Dine, CEO

ASSIGNEE:

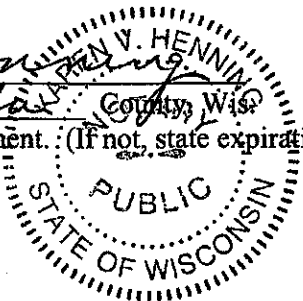
Hillcrest Windmor LLC, a Wisconsin limited liability company

By: [Signature]

STATE OF WISCONSIN )  
Fond du Lac COUNTY ) ss

Personally came before me this 12<sup>th</sup> day of January, 2017, the above-named ERIC P. STONE, as CEO of National Exchange Bank and Trust, a Wisconsin banking corporation, to me known to be the person who executed the foregoing instrument as such officer of National Exchange Bank and Trust and as authorized by such corporation, and on behalf of WindMor Homeowners Association, a Wisconsin non-stock association, and acknowledged the same.

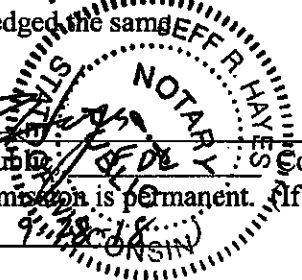
Karen V. Hennig  
Notary Public, Fond du Lac County, Wis.  
My Commission is permanent. (If not, state expiration date: 8-30-19)



STATE OF WISCONSIN )  
Fond du Lac COUNTY ) ss

Personally came before me this 13 day of January, 2017, the above-named OYVIND SOLVANG, as Member of Hillcrest Windmor LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument as such Member of Hillcrest Windmor LLC and as authorized by such limited liability company and acknowledged the same.

[Signature]  
Notary Public, Fond du Lac County, Wis.  
My Commission is permanent. (If not, state expiration date: 9-28-18)



This instrument drafted by:  
Peter R. Mayer  
Mayer Law Firm, S.C.  
909 North 8th Street, Suite 120  
Sheboygan, WI 53081  
(920) 980-8241

**EXHIBIT "A"**  
**WindMor Subdivision Legal Description**

Situated in the State of Wisconsin, County of Sheboygan and described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58 and 59 of WindMor, a subdivision in the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

AND

Lot 1 of C.S.M. Document No. 1958866, Lot 2 of C.S.M. Document No. 1958866, Lot 1 of C.S.M. Document No. 1958867, Lot 2 of C.S.M. Document No. 1958867, Lot 3 of C.S.M. Document No. 1958867, and Lot 4 of C.S.M. Document No. 1958867

AND

Outlots 1, 2, 3, 4, and 5 of WindMor, a subdivision in the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

**Tax Key Numbers - WindMor Outlots and Lots**

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