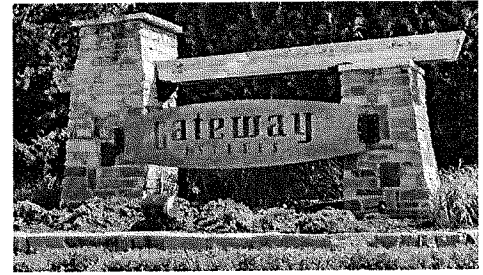


Gateway Estates Homeowners Association



The following guidelines were passed by the current property owners June 2, 2019

1.04 RESTRICTIONS ON USE OF VEHICLES- *City of Hartford ordinances must be followed if applicable*

1. No limit on vehicles belonging to and owned by persons that live at that residence. Those vehicles must also be parked in the driveway, are not blocking or parked across the sidewalk, approach or parked in the yard. *Note any vehicles not registered, inoperable, blocking the sidewalk or parked anywhere on a lot that is not paved is a violation of City of Hartford ordinances and will be reported to the Hartford Police Department for enforcement.
2. Recreational vehicles may be parked on a lot exceeding 48 hours with the approval of the Board of Directors. This will be decided on a case by case basis and the additional time granted will be determined by the reason the owner needs to store their recreational vehicle outside.

1.06 GARBAGE AND REFUSE- *City of Hartford ordinances must be followed if applicable*

1. Garbage and refuse containers can be stored outside so long as they are concealed by means "aesthetically" similar to the home. Storage units designed for garbage and refuse containers or fencing are acceptable means of concealment. The lot owner must submit to the Board of Directors for approval the type of concealment they intend to use and the placement on the property.

1.12 OUTSIDE STORAGE- *City of Hartford ordinances must be followed if applicable*

1. Patio and deck furniture may be stored outside year-round.
2. Firewood storage will be allowed outside so long as it kept in an organized pile and placed in a location that would not be considered unsightly or affect the adjoining property owner's maintenance of that area. The location of the firewood must be approved by the adjoining property owner if it is going to be stored along both property owner's lot lines. Owners also need to follow the city's zoning ordinances with respect to distances from lot lines for the placement of any objects or structures.

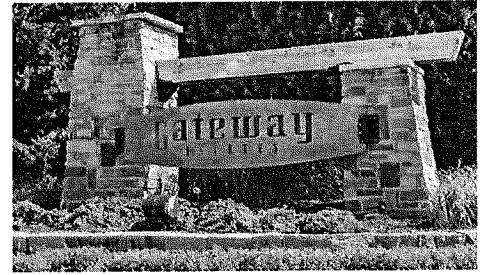
2.06 (D) FENCES AND SWIMMING POOLS- *City of Hartford ordinances must be followed if applicable*

1. Above grade swimming pools will be allowed as long they are temporary and only in use May 15th through September 15th. The Board of Directors will approve their use outside those dates if the weather/temperatures will allow it. A request to the Board of Directors must be made for any temporary above ground pool usage before May 15th and after September 15th.
2. Fencing exceeding 48" must be approved by the adjoining property owners and Board of Directors. Higher fencing will be allowed for lots along highway 60 so long as they submit their plans to the BOD for approval.

2.10 WIRES, ANTENNAS AND SOLAR PANELS- *City of Hartford ordinances must be followed if applicable*

1. Satellite dishes are permitted to be mounted on the home and visible from the front if it is determined by a licensed professional installer that their placement needs to be in that location for proper installation. Any owners who wish to install roof mounted solar panels need to be present the plans to the Board of Directors. A vote by the membership will be required for the approval of solar panels.

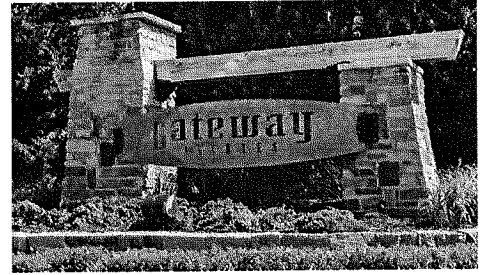
Gateway Estates Homeowners Association



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1. All lots within Gateway Estates are allowed an outbuilding under the following conditions:
 - a. All buildings must be wood frame construction and finished as to match or be aesthetically similar to the home. Composite(plastic) or metal/aluminum sheds will not be allowed.
 - b. A building permit must be obtained from the City of Hartford and all permit requirements must be followed as indicated by the building inspector.
 - c. Copies of all documents required by the City of Hartford must be submitted to the Board of Directors.
 - d. Approval of the outbuilding will need to be approved by the City of Hartford and Board of Directors.

Gateway Estates Homeowners Association



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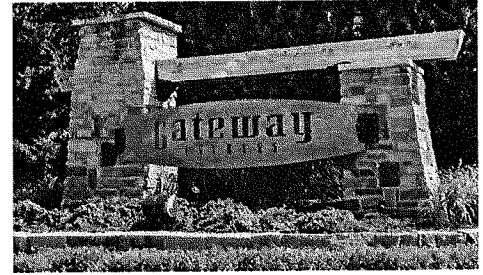
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Declaration of
Covenants & Restrictions-
Gateway Estates

Document Number

Document Title

Recorded
AUG. 27, 2003 AT 02:20PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$79.00

Recording Area

74.35

Name and Return Address

Dittmar Realty, Inc.
PO Box 1297
Menomonee Falls, WI 53051

36.2402.001.003

36.2402.001.004

36.2402.001.005

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee, Wisconsin Statutes, 59.317. WYDA 2/96

I. DEFINITIONS PURPOSE AND USE RESTRICTIONS

1.01 DEFINITIONS

- (a) "Association" shall mean the GATEWAY ESTATES HOMEOWNERS ASSOCIATION, an association which will be created under this Declaration.
- (b) "Developer" shall mean GATEWAY LAND COMPANY, LLC, as well as any Successor-Developer.
- (c) "Family" shall mean one or more persons related by bond, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or groups of persons where three or more are not so related or engaged as household employees.
- (d) "Home" shall mean a residential building designed and used as a dwelling for one family (which shall not include any attached garage).
- (e) "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a name and lot number, and which is a part of the lands expressly made subject to this Declaration.
- (f) "Lot Owner," "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate and shall include land contract vendees and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.
- (g) "Property" shall include a Lot and all improvements thereon.
- (h) "Section" shall mean all those provisions within a numbered heading of this Declaration.
- (i) "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, carport or aboveground storage facility; tent; exterior lighting or electric fixture, antennae, tower, pole or bug control device; antenna, tower, dish or other device, free-standing or attached, for the transmission or

Property; to guard against the erection or maintenance of garish or poorly designed or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures and color schemes; to insure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lots; to prevent installation of improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to ensure a proper and consistent setback of structures and buildings for aesthetic appearance and to avoid blockage of views for other Properties; to secure and maintain a proper spatial relationship of buildings, structures and other improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

1.03 SINGLE FAMILY USE: GENERAL RESTRICTIONS

- (a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone or computer. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. Notwithstanding the foregoing, the Developer or any builders approved by the Developer shall have the right to construct model homes, which may be used as temporary sales offices.
- (b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests.
- (c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Developer or Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy an assessment against the Lot with respect thereto.
- (d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.07 ESTABLISHMENT OF COMMON AREAS AND FACILITIES

- (a) The term "Common Areas" shall mean Outlot 2, Outlot 3, the Vision Corner, and Landscape Easement Area at the southeast corner of Kettle Moraine Road and Gateway Avenue, the Landscape Easement Area at the northeast corner of Kettle Moraine Road and Gateway Avenue, the Stormwater and Landscape Easement Area located on Lot 46 and the Pond Easement Area over Lots 21-27 and 31-34 (the "Pond Lots").
- (b) The Developer hereby declares all of the "Common Areas" shall be reserved for the benefit of Developer and all Lot Owners of the Subdivision for the purposes intended, including without limitation, the perpetual maintenance operation, repair and replacement of the Common Facilities located therein.
- (c) Developer hereby declares that all of the following facilities and Improvements shall be known and identified herein as "Common Facilities" as and to the extent installed and constructed by Developer in its sole discretion:
 - 1. The stormwater detention ponds and all associated storm sewer lines, outfall structures, rip rap and other improvements and facilities located in the Common Areas for storage and management of storm and surface waters.
 - 2. All monuments, decorative structures, signage intended for permanent location, landscaping, fences and other structures and improvements located within the Common Areas.
 - 3. All walking trails, landscaping, wildlife ponds and passive recreational facilities (e.g. benches or footbridges) located in the Common Areas.
- (d) The Association (and all Lot Owners prior to formation of the Association) shall be responsible for all costs and expenses associated with the maintenance and operation on the Common Areas and repair and replacement of the Common Facilities. Until such time as the Association is formed, the Developer shall be responsible for arranging for said operation, maintenance, repairs and replacement subject to reimbursement from all Lot Owners as provided under Section 1.10 hereof.

1.09 RELOCATED HOMES

No Home shall consist of and there shall not be permitted upon any Lot, any dwelling unit which is constructed or occupied outside the Subdivision and thereafter sought to be moved into the Subdivision. This Section 1.09, however, shall not apply to factory new panelized or modular homes which are installed or assembled on site provided said structures are otherwise in conformance with this Declaration.

1.10 PROPORTIONATE RESPONSIBILITY

Upon acceptance of title to any of Lots 1-41, the Owner(s) of such Lot shall be responsible for an annual assessment related to the maintenance and upkeep of the Common Areas and Common Facilities and may be subject to additional assessments to the extent authorized under Article 3 hereof. General Assessments shall be allocated to each Lot on a fractional basis, the numerator of which is one (1) and the denominator of which is forty one (41).

1.11 WETLAND AREAS

That portion Lots consisting of wetlands (as shown on the Final Plat) shall not be filled, graded or disturbed in any way except with the prior written approval of the City, the Developer and the DNR.

1.12 OUTSIDE STORAGE

No portion of any lot shall be used for the outside storage of any items of personal property, including without limitation, cars, trucks, and other vehicles, equipment, furniture, firewood, trash containers, tools or ladders, except patio furniture which is located outdoors between April 15 and October 31 of each year.

1.13 ENVIRONMENTAL REGULATIONS: NO ALTERATION OR VEGETATION REMOVAL

- (a) All grading, excavation, filling and any other construction activities shall be in strict conformance the permit dated June 19, 2002 issued by the DNR under Chapter 30 of the Wisconsin Statutes, and any amendments thereto (the "Chapter 30 Permit"), together with all federal, state and local laws, regulations, ordinances and administrative orders in respect to the protection of waterways, wetlands and other environmental areas (together as

except dead or diseased trees or those posing a threat to safety or property damage. Any Lot Owner violating this provision shall be subject to a special assessment under Section 3.08 as compensation to the Association for the loss of scenery and aesthetic value, in an amount up to \$200.00 for each inch in diameter of the tree(s) wrongfully removed.

- (b) Each Lot Owner shall, within ninety (90) days following issuance of the occupancy permit for the Home, (or if said permit is issued after September 15, then prior to June 1 of the following calendar year), plant in the front yard of the Lot (between the sidewalk and the curb), two (2) trees consisting of deciduous trees having a minimum 2 1/2 in caliper measured at least for (4) feet above the ground, or in the case of corner lots, three (3) trees of said size, all as specified in the Street Tree Plan on file with the City Planning Department.

II. CONSTRUCTION OF IMPROVEMENTS

2.01 MINIMUM LIVING AREA AND HEIGHT REQUIREMENTS: GARAGES

- (a) Each Home on Lots 1-12 shall have a minimum living area (exclusive of basement, attic, garage, porches, patios and storage areas) as set forth below:
 - 1. not less than 1,800 square feet for a one-story home.
 - 2. not less than 1,500 square feet on the first floor with a total of 2,000 of area for a one and one-half story home.
 - 3. not less than 2,200 square feet for a two-story home.
 - 4. not less than 2,200 square feet on the two upper levels for a split level home.
- (b) Each home on Lots 13-41 shall have:
 - 1. not less than 1,600 square feet for a one-story home.
 - 2. not less than 1,300 square feet on the first floor with a total of 1,800 of area for a one and one-half story home.

2.03 LOCATION AND SET-BACK

- (a) All structures or improvements (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located in conformance with applicable zoning and building codes. Each corner Lot shall be deemed to have two front yards and two side yards and architectural design shall be treated accordingly.
- (b) Approval by the Plan Commission or Building Inspector of the City with respect to set-backs or other matters shall not be binding on the Developer in any respect.
- (c) Notwithstanding the set-back requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by the Developer prior to any construction, it being intended that the Developer may, in its discretion, impose greater set-back requirements than those permitted under City ordinances in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Developer or the Developer deems advisable. Additionally, the approval of the exact location of the Home by the Developer may be for the purpose of ensuring a proper and consistent set-back of structures and buildings and to avoid blockage and views of other properties.
- (c) Each Lot Owner acknowledges and agrees that notwithstanding the reviews and approvals made or required under this Declaration, each Lot Owner has the responsibility for selecting and hiring its own architect or other design professional, construction contractor, subcontractors, material suppliers, inspection professionals and parties associated with the design and construction of the applicable Home, and the Developer shall have no responsibility whatsoever for such parties or for the quality or suitability of any design, materials, workmanship or foundation location, it being understood that the function of the Developer pursuant to the reviews and approvals required hereunder is solely to attempt to ensure compliance with the covenants and restrictions in this Declaration and the intent thereof, and that no Lot Owner shall be entitled to rely upon any such reviews or approvals other than as expressly provided under Section 2.05(e).

specifications and other required application materials to the Developer for its review; and (2) acquisition of prior written approval by the Developer with respect thereto. Plans to be considered appropriate for review by the Developer must include the following (unless the Developer advises a Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage or addition or change to either) showing dimensions, composition and color of exterior materials and equipment, if any; and a plot plan to scale showing the location of the improvement with respect to set-backs from Lot lines and other buildings and improvements, finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the Developer as it may reasonably request. The Developer may deny or withhold approval of any proposed improvement based upon any one or more of the following factors in the Developer's sole judgment: any one or more of the general purposes specified in Section 1.02 will not be satisfied; material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings; set-backs; finished grade elevations; access; drainage or landscaping; and general aesthetics. The Developer's judgment as to all matters of aesthetic appearance, design and compatibility shall be final and not subject to challenge or appeal. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE DEVELOPER SHALL BE REQUIRED TO REMOVE SUCH IMPROVEMENT (OR RESTORE SUCH ALTERATION) IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE. Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a Home, garage or other improvement may not be changed in any respect without the prior written approval of the Developer. The Developer shall further have the right to establish additional procedures to ensure compliance with this Article 2.

- (c) Construction of all Homes shall be in conformance with the established grade. The architectural approval submission materials for Lots 1-13 shall include a detailed finish grading plan at 2-foot contours.
- (d) Upon written approval of the plans for the proposed improvement and upon receipt of any necessary City and other governmental approvals or permits, construction or installation of the improvement may commence and, once

- (b) All landscaping (including permanent lawns) shall be performed in accordance with the plan approved by the Developer and shall be completed within ninety (90) days following the issuance of the occupancy permit for the Home, or if said permit was granted after September 15, said completion shall be on or prior to June 1 of the following year.
- (c) All grading and excavation activities shall be conducted in conformance with the then most current version of the Wisconsin Construction Site Handbook, published by the DNR. Except as may be expressly approved in writing by the Developer prior to the commencement of any work, there shall be no grading, excavation, cut and fill work or other alteration to the surface of any portion of the Lot (together "Surface Alterations"). All Surface Alterations shall be conducted in conformance with the master grading plan for the Subdivision (on file with the City or the Developer's engineer). No Surface Alterations shall be conducted in a manner which causes erosion or instability of soils within an adjacent Lot or alters the patterns of storm and surface water drainage in a manner which has a material adverse effect on another Lot or the Common Areas. The Owner proposing the work shall have the burden of demonstrating conformance with the foregoing. No consent shall be deemed given hereunder except in reference to a detailed grading plan specifically disclosing all aspects of the work for which approval is requested.
- (d) No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Developer under Section 2.05. In general, fencing will be discouraged other than for protection of swimming pools. Any fencing shall be "see through" and decorative such as split rail or picket type fencing. No fencing shall extend higher than 48 inches above finish grade. No swimming pools shall be installed above the surface grade.
- (e) Except for specific landscaped areas, all front, side and rear yards shall be maintained as clipped lawns.
- (f) Prior to commencement of home construction, the Lot shall at all times be free of soil erosion and fully and completely stabilized with turf (which during the mowing season shall be regularly mowed) and kept in a clean and slightly condition. In the event of any failure to comply with any of the foregoing, then the Developer or the Association (or contractors engaged by them) shall have the right to enter the Lot and conduct such repairs or maintenance as required above, and the costs thereof shall become a special assessment against the Lot under Article 3 of the Declaration.

- (b) No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or transmission (except dishes having a diameter not to exceed 18 inches and not visible from the front of the Home), or for other electronic transmission or reception or solar heating panels shall be erected or used in the Subdivision.

2.11 SIGNS

Except for Developer (and its written designees) relating to the marketing of the Subdivision or any homes therein, no sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (i) one sign of not more than six square feet advertising the Property for sale; and (ii) one standard sign (showing the Lot Owner's name) as may be approved by the Developer for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision.

2.12 OUTBUILDINGS

No shed, detached garage or other enclosed structures or outbuildings are permitted on any Lot, except Lots 1-12 and then only with the Developer's prior written consent, which consent may be withheld, conditioned or denied in Developer's sole discretion, including aesthetic considerations.

2.13 MAILBOXES AND YARDLIGHTS

- (a) Each Lot Owner (and each Unit Owner in Lots 42-45) shall be obligated at its expense, to purchase from Developer and install within ninety (90) days following issuance of an occupancy permit for the Home, a yardpost with attached light fixture of a design determined by Developer, which shall be connected to an underground power source and operated automatically by a photoelectric cell. The yard post shall be painted or stained in a color determined by the Developer.
- (b) Each Lot Owner (and each Unit Owner in Lots 42-45) shall be obligated at its expense to purchase from Developer a freestanding mail/newspaper box of a design determined by Developer which will be installed by Developer.
- (c) The yardpost/light and mail/newspaper box shall at all times during the term of the Declaration, be maintained in good condition and repair (including bulb replacement) and when necessary shall be replaced by the Lot Owner at its expense with an identical or most comparable structure then available.

ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

- (c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer. No Owner of Lots 42-45 (or subsequent Unit Owner) or any land described on Exhibit B shall be a part of the Association.

3.03 VOTING

The vote appurtenant to each Lot shall be cast as whole (in person or by proxy) by the Lot Owner or any co-Owner. Fractional votes will not be allowed; and if co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any co-Owner of a Lot or the proxy of any such co-Owner as duly authorized to vote for all co-Owners of that Lot. A quorum for voting purposes shall consist of forty percent (40%) or more of the votes entitled to be cast. There shall be no cumulative voting for election of Board members or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

3.04 ASSOCIATION MEETINGS

- (a) The annual meeting of the Association (except the initial meeting) shall be held in April of each year for the purpose of electing members of the Board (subject to Section 3.05) and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner.
- (b) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given to each Lot Owner not less than four (4) nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

3.05 MANAGEMENT OF ASSOCIATION BY THE BOARD

- (a) The Association and its business, activities and affairs shall be managed by the Board. The initial Board shall be appointed by the Developer (regardless

3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessment;
 4. to enter and execute contracts, deeds, mortgages, and documents on behalf of the Association which relate to management of the Common Areas and Common Facilities;
 5. to incur indebtedness on behalf of the Association (but only for the purposes of and as may be reasonably necessary for, carrying out its duties and obligations hereunder) and to execute drafts and other negotiable instruments;
 6. to employ the services of any person, firm, or corporation to maintain the Common Areas and Common Facilities or to construct, install, repair, replace or rebuild any improvements thereof;
 7. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
 8. to commence, prosecute, defend or be a part to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;
 9. to exercise all other powers necessary to maintain the Common Areas and Common Facilities for their intended purpose and operate the Association for the mutual use and enjoyment of all Lot Owners; and
 10. to accept title to and ownership of all Common Areas and to properly own, operate, manage and maintain the same, including the Common Area Facilities.
- (c) Any two members of the Board acting together are empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the Board under this Declaration.

anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;

3. interest due on General or Special Assessments; and
 4. all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration.
- (c) "General Assessments" may be made and levied by the Board equally against each Lot Owner and his/her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:
1. maintenance, repairs, upkeep or operation of the Common Areas or Common Facilities and any improvements or equipment related thereto as may be acquired by the Association;
 2. any insurance maintained by the Association;
 3. taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or any other property of the Association;
 4. all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;
 5. all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;
 6. all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

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

3.10 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION

- (a) All General and Special Assessments which are not paid when due shall bear interest at the lesser of twelve percent (12%) per annum, or the maximum rate as may then be permitted by law, from the date due until the assessment is paid in full, shall constitute a lien on the Lot, and shall be collectible and enforceable by the Developer or the Board (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.
- (b) The Developer and the Association (through the Board), subject to Section 4.07(a), shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the enforcing party and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Board and the Developer shall have the right to record a document with the Register of Deeds of Washington County giving notice of a lien for any unpaid assessment. Failure to file any such notice shall not impair the validity of the lien. The Association and the Developer may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board and the Developer shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

3.11 ASSESSMENT BY DEVELOPER

Until such time as the Association is formed, and thereafter in respect to the obligations under Section 3.07 (c) if in Developer's sole judgement said obligations are not being satisfied by the Association, the Developer shall have the authority to levy, enforce and collect General and Special assessments in the same manner as permitted by the

- (I) so long as the Developer owns any of the lands described or shown on Exhibit B, no amendment shall be valid without the prior written approval of the Developer; and
- (II) no portion of Article 3 or 4 may be amended at any time without the prior written consent of the Developer or its members.

Any amendment shall become effective only upon recording.

4.02 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS

Developer hereby reserves the right to grant, convey or establish easements to the City, and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within a reasonable distance from any Lot line for purposes of allowing the provision of gas, electric, water, sewer, cable television or other service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lot within the Land, as described on Exhibit A to persons other than a Successor/Developer.

4.03 SEVERABILITY

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

4.04 COVENANTS RUN WITH LAND

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.05 TERM OF DECLARATION

This Declaration (and any amendments) shall be binding for a period of 20 years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 20-year period, this Declaration shall be automatically renewed for successive periods of (10) years each.

- (c) Each remedy set forth in this Declaration shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Developer to exercise any such right or remedy for any violation (including, without limitation, violations of Section 2.05(b)) shall not be a waiver of such right or remedy under any circumstances in respect to said violation or any similar violation by another party (except as provided in Section 2.05(e)) unless a written waiver is obtained from the Developer.
- (d) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverter or reversion of title to any Lot.

4.08 NO LIABILITY

All decisions of the Developer or the Board on any matter (including, without limitation, decisions under Section 2.05) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Developer or the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

4.09 RULE AND REGULATIONS

The Developer, and thereafter the Association, shall have the right at any time and from time to time, to adopt or amend Rules and Regulations in respect to the use of the Common Areas and administration of the rights and obligations under this Declaration, provided that the same shall not be contrary to any express terms hereof (the "Rules and Regulations"). Said Rules and Regulations, or amendments thereto, shall be effective upon transmittal in writing by regular mail to all Lot Owners.

4.10 INTERPRETATION

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under these Declaration or approved in writing by the Developer. This Declaration shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

- (c) Lots 42-45 shall each contain a maximum of one (1) structure intended for and occupied by no more than two (2) Families, for a maximum total of eight (8) Families on all four Lots. Each unit within each structure shall be owner-occupied.
- (d) In furtherance and not in limitation of any other provisions of this Declaration, and so long as Developer retains title to any Lot in the Subdivision, no Unit Owner shall alter or change the exterior appearance of any structure on said Lots (including colors), and the Condominium Association shall not permit any such alterations or change, without the prior written consent of the Developer, which consent may be withheld, modified or denied.

4.13 GENERAL ADMINISTRATION AND ENFORCEMENT

Each Lot Owner and Unit Owner hereby expressly acknowledges that the administration and enforcement of this Declaration will be carried out by human beings, and as such will not be perfect or flawlessly consistent. The Developer intends to use its good faith efforts to administer and enforce this Declaration in a consistent and even handed manner so as to bring about the establishment of a development which is materially different from a residential neighborhood that is not or minimally regulated. The complexity and volume of regulated subject matter, however, indicate that some mistakes, errors and inconsistencies are likely to occur. Said mistakes, errors and inconsistencies shall not serve as a legal excuse or justification for non-compliance herewith, whether or not similar or identical to the matter in controversy unless it can be shown that there has been a complete, flagrant, persistent and comprehensive pattern of non-enforcement or non-administration hereof, which shall be the burden of the party seeking to avoid enforcement to demonstrate. By way of illustration and not in limitation of the foregoing, structures or architectural features permitted by the Developer due to an oversight, or that in retrospect turn out to be unattractive or undesirable, shall in no way limit or constitute a waiver of the Developer's right to subsequently deny or require modifications to an identical or similar structure or architectural feature.

Exhibit A

Lots 1-45 in Gateway Estates, part of the Northeast 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 24, Town 10 North, Range 18 East in the City of Hartford, Washington County, WI, together with that portion of Lot 46 in said Gateway Estates encumbered by the Stormwater and Landscape Easement Area shown on sheet 2 of the Final Plat.

Exhibit B

Lots 46-49 in Gateway Estates, part of the Northeast 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 24, Town 10 North, Range 18 East in the City of Hartford, WI, Washington County, WI.