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**Declaration
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Declaration of Easements, Restrictions and Covenants for Library Square North,
a Subdivision Located in the Village of Walworth, Walworth County,
Wisconsin.

Recording Area

Name and Return Address

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**DECLARATION OF EASEMENTS, RESTRICTIONS
AND COVENANTS FOR LIBRARY SQUARE NORTH,
A SUBDIVISION LOCATED IN THE
VILLAGE OF WALWORTH,
WALWORTH COUNTY, WISCONSIN**

This Declaration of Easements, Restrictions and Covenants (the "**Declaration**") of Library Square North, a Subdivision located in the Village of Walworth, Walworth County, Wisconsin, is made this 22 day of February, 2012, by and between Tracy Group, Inc., an Illinois corporation, the Katherine J. and John A. Daniels Revocable Trust; the KBS Trust; Jennifer C. Buhrfiend; David L. Lindelow and Terri Ann Lindelow; Nancy C. Bensheimer; and Katy A. Larson; (collectively, the "**Property Owners**").

RECITALS

WHEREAS, the Property Owners are the owners of all that certain real property as defined below (the "**Property**") known as Library Square North, a Subdivision, (the "**Subdivision**"). Said Subdivision is located in the Village of Walworth, Walworth County, Wisconsin (the "**Village**"); and

WHEREAS, the undersigned desire to place restrictions and covenants on the Property within the Subdivision, to achieve and maintain a consistent and aesthetic appearance within the development, and to ensure its utilization as a first class residential development for the mutual benefit of all Property Owners, mortgagees, occupants, and other persons or entities who or which may acquire any interest in the real estate within the Subdivision.

NOW, THEREFORE, the undersigned, as Property Owners of the aforementioned Property, do hereby place the following restrictions and covenants on said lands, said covenants and restrictions to affect all residential parcels contained therein, and which shall be enforceable by the undersigned, and/or any subsequent owners of said lands, as follows:

**ARTICLE I
LEGAL DESCRIPTION OF THE PROPERTY**

1.01 Legal Description of the Property:

The real estate located within the Subdivision, and which is hereby submitted and subjected to the provisions of this Declaration, is legally described as follows:

Lots 1 through 32, and Outlots 1, 2, 3 and 4 of Library Square North, a subdivision located in part of the Northeast ¼ of the Southwest ¼ and part of the Northwest ¼ of the Southeast ¼ of Section 22, Town 1 North, Range 16 East, Village of Walworth, Walworth County, Wisconsin.

ARTICLE II DEFINITIONS

2.01 Definitions:

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Assessment:	A share of the Common Expenses, as hereinafter defined, and such other charges which may, from time to time, be assessed against a Lot and the respective Lot Owner, by the Association, all in accordance with the terms of this Declaration.
Association:	Library Square North Owners' Association, Inc., a Wisconsin non-stock corporation
Board:	The Board of Directors of the Association
Building:	A structure located within the Subdivision containing two residential dwelling lots sharing a common wall.
Common Areas, Common Elements, Common Facilities:	Unless otherwise provided in this Declaration, or any amendment thereto, said terms (which can be used interchangeably) include (a) the foundations, columns, girders, beams, exterior and supporting walls and roof of the Building; (b) in general, all apparatus and installations existing for common use thus constituting Joint Facilities, per Section 5.10, below; (c) the Outlots as shown on the Plat, and as described in the Declaration.
Common Expenses:	Said term includes: (i) all sums lawfully assessed against the Lot Owners by the Association; (ii) expenses declared Common Expenses by the Board pursuant to this Declaration, or the By-Laws.
Declaration:	This instrument, including such amendments, if any, to this instrument, as from time to time may be adopted pursuant to the terms thereof, and any addenda or exhibits to this instrument.
Developer:	Tracy Group, Inc., an Illinois corporation, and any other assignee or successor to the rights of the Developer under this Declaration.

Limited Building Area: The designated area on the Plat within which the Buildings shall be constructed. All architectural projections, such as chimneys, bay windows, decks, patios, etc. may extend outside of the Limited Building Area of a maximum of 2 feet into the side yard and 10 feet into the front and rear.

Lot: One of the thirty-two (32) parcels identified as a lot on the attached Plat.

Lot Owner: A person, combination of persons, partnership or corporation, who holds record legal title to a Lot, or has equitable ownership of a Lot, such as a land contract purchaser.

Majority or Majority of Lot Owners: The Lot Owners with more than 50% of the votes in accordance with the votes assigned in the Declaration to the Lots for voting purposes.

Occupant: A person or persons, other than the Lot Owner, in possession of a Lot.

Outlots: Outlots 1, 2, 3 and 4, as shown on the Plat.

Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property in the State of Wisconsin.

Plat: The Plat of the Subdivision, which Plat is attached hereto as Exhibit A, which Exhibit A is expressly incorporated herein and made a part hereof by this reference. The Plat has been registered and recorded concurrently with this Declaration, with the Walworth County Register of Deeds.

Property: The air space, the real estate located in the Subdivision, all Buildings, all improvements to structures thereon, all owned in fee simple absolute, or held under a lease having an expired term of not less than 50 years at the time of recording of the Declaration, and all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to, be subject to this Declaration, as set forth in Section 1.01, above.

Streets and Roads: The surfaced portions of the Property set aside as private roadways for travel by foot or vehicles, to and from the Lots to the abutting public streets or highways, and situated within the Common Areas.

ARTICLE III LOTS; SUBMISSION TO DECLARATION

3.01 Lots: Description and Ownership:

The legal description of each Lot shall consist of the identifying number as shown on the Plat attached hereto as Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a Lot by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes. Ownership of a Lot includes ownership of the Building, and all improvements, located on the Lot, and is vested in the Lot Owner.

3.02 No Partition of Lots:

There shall be no partition of the Lots through judicial proceedings, or otherwise, unless and until this Declaration is terminated and the Property is withdrawn from its terms.

ARTICLE IV THE OUTLOTS

4.01 Outlots: Description:

As shown on the Plat, and as provided in this Declaration, the Outlots shall consist of Outlots 1, 2, 3 and 4 of the Subdivision. Improvements located on the Outlots shall include such outside walks, bike paths, streets and roads, common sidewalks, designated common parking areas, landscaping, entrances and exits, outdoor lighting facilities, common pipes, sewer and water lines, culverts, conduits, wires, fencing designed to separate the Property from the adjacent cemetery, and additional amenities, as may be used by the Lot Owners as a whole (rather than a single residence) and other utility installations, as well as all other common recreational facilities, as provided for in this Declaration, or by the Association acting through the Board.

4.02 Ownership of Outlots:

The Outlots shall be owned by the Association.

4.03 No Partition of Outlots:

Except upon the approval of the Village, there shall be no partition or subdivision of the Outlots into any tracts or parcels different from the whole Outlot as shown on the Plat,

through judicial proceedings, or otherwise, unless and until this Declaration is terminated and the Property is withdrawn from its terms.

ARTICLE V GENERAL PROVISIONS AS TO LOTS AND COMMON ELEMENTS

5.01 Use of Common Elements:

Subject to the provisions of this Declaration, each Lot Owner shall have the right to use those portions of the Common Elements in common with other Lot Owners, as may be required for the purpose of ingress and egress to, and otherwise for the use and occupancy and enjoyment of, the respective Lots owned by each Lot Owner. Such rights shall extend to the Lot Owner, and the members of the immediate family and guests and other authorized Occupants ~~and visitors of the Lot Owner. The use of the Common Elements and the rights of Lot Owners~~ with respect thereto, shall be subject to and governed by the provisions of this Declaration, and the By-Laws and Rules and Regulations of the Board. The Board shall have authority to lease or rent or grant licenses or concessions with respect to the Common Elements, subject to the provisions of this Declaration and the By-Laws and Rules and Regulations of the Board.

5.02 Easements:

(a) Encroachments:

In the event that, by reason of the design, construction, settlement or shifting of any Building on any Lot, any part of the Building encroaches, or shall hereafter encroach, upon any part of any adjoining Lot, or any part of any improvement on an Outlot encroaches, or shall hereafter encroach, upon any part of any Lot, or, if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving more than one Lot, encroach, or shall hereafter encroach, upon any part of any Lot, valid easements for the maintenance of such encroachment are hereby established, and shall exist for the benefit of such Lot and/or Outlot, as the case may be, so long as all or any part of the Buildings or improvements containing such encroachments shall remain standing or intact; provided, however, that in no event shall a valid easement for an encroachment be created in favor of the Owner of any Lot, if such encroachment occurred due to the willful conduct of said Owner.

(b) Utility Easements:

Verizon Telephone Company, the Wisconsin Power & Light Company, WE Energies, Wisconsin Southern Gas Company, Alliant utilities and all other public utilities serving the Property now, or in the future, are hereby granted the right to install, lay, construct, renew, operate, maintain, repair or replace, conduits, cables, pipes, wires, and other equipment, into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress and egress, to and from the Property for said purpose. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along, and on any portions of the Common Elements, and each Lot Owner hereby grants the Board an

irrevocable Power of Attorney to execute, acknowledge, and record for and in the name of such Lot Owner, such instruments as may be necessary or appropriate or effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines, or other structural components running through the walls of the Buildings, on the Lot.

Notwithstanding the easement grants provided above, it is understood that there are municipal easements granted by documents of record for the benefit of the Village of Walworth regarding bike/walking paths, storm sewer, sanitary sewer and water services, and for the installation, construction, service, repair, operation, replacement and maintenance of those systems. Certain portions of those systems, as set forth in this Declaration, may be maintained by the Association. The Village of Walworth is additionally granted an easement over all aspects of the Common Elements of the Subdivision for the purposes described above, and as the Village determines, from time to time, are necessary regarding these municipal services, notwithstanding that maintenance thereof may be an obligation of the Association under the terms of this Declaration.

(c) Easements to Run with the Land:

All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on, the undersigned, their successors, representatives and assigns, and any Lot Owner, purchaser, mortgagee, and other person having an interest in the property or any part of any portion thereof. A reference in any deed or conveyance, or in any mortgage or trust deed, or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, trustees of such parcels as fully and completely as though such easements or rights were recited fully and set forth in their entirety in such documents.

Easements for utilities, streets and alleyways, and storm water management are shown on the recorded Plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements, or that may otherwise interfere with the easement (in the discretion of the Board). No residence or other structure of any kind shall be built, erected or maintained on any such easement, and such easements shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors.

The Association, through its authorized employees and contractors, shall have the right, after reasonable notice to the Lot Owner, which notice may be given by the Board through Rules and Regulations established for this purpose to enter any Lot at any reasonable hour on any day to: (i) perform such maintenance upon any easement; and (ii) in general, to carry out any of its maintenance and operational duties as set forth in this Declaration. The Association retains the right to maintain any easement, and assess the cost of such maintenance

as a Common Expense to all Lot Owners, or to assess the cost of such maintenance to the responsible Lot Owner.

The Village shall have the right, but not the duty or responsibility, in its discretion, to enter upon the Property after reasonable notice to the Lot Owner, at any reasonable hour on any day, to maintain any easement, and thereafter assess the cost of any necessary repairs, replacements, modifications, or any other work done on the Property as a special assessment or special tax, to or against the Association and/or the individual Lot Owner, as the case may be.

(d) Easements and Access to Parking Areas:

It is hereby reserved to each and all Lot Owners, their respective successors and assigns, rights to the common parking areas (if any) as may be set forth in this Declaration, and/or the Plat, and also perpetual non-exclusive easements over the Common Elements for ingress and egress to the parking areas and insuring right of access to the abutting public road; all of the easements shall be appurtenant to and pass with the title to the Lot, whether or not such easement is expressed in a deed or deeds of conveyance. The location and use of each easement shall be subject to the rights and powers of the Board as set forth in this Declaration; provided, however, that such rights and powers shall never be construed or exercised in any manner which deprives the Lot Owner of ingress and egress to the parking areas, his Lot, or access between such areas and the abutting public road.

5.03 Maintenance of Common Elements; Common Expenses:

Except as otherwise provided herein, management, alteration, maintenance, repair, replacement and improvement of the Common Elements shall be the responsibility of the Board. Each Lot Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, and administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "**Common Expenses**". Common Expenses shall also include the cost to maintain the lawns and yards on the Property, as well as, in general, any other expenses incurred by the Association to carry out its duties, as set forth in this Declaration. Such proportionate share shall be equal to the Lot Owner's percentage of ownership in the total number of Lots in the Subdivision. Payment thereof shall be in the amount, and made at such times, as may be provided herein, or by the By-Laws and/or Rules and Regulations of the Board. In the event of the failure of a Lot Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Lot Owner, as provided by this Declaration and By-Laws.

5.04 Separate Mortgages of Lots:

Each Lot Owner shall have the right to mortgage or encumber his own respective Lot. No Lot Owner shall have the right or authority to mortgage or otherwise encumber in any manner, whatsoever, the Property or any part thereof, except his own Lot.

5.05 Separate Real Estate Taxes:

It is intended and understood that the real estate taxes are separately taxed to each Lot Owner for his Lot. In the event that, for any year, such taxes are not separately taxed to each Lot Owner, but are taxed on the Property as a whole, then each Lot Owner shall pay his proportionate share thereof.

5.06 Utilities:

Each Lot Owner shall pay his own telephone, electricity, gas, water and sewer, and other utilities, which are separately metered or billed to each user by the respective company. Utilities which are not separately metered or billed, if any, shall be treated as part of the Common Expenses.

5.07 Insurance: Lot Owners:

Each Lot Owner shall be responsible, at his cost for obtaining and maintaining his own public liability insurance, as well as insurance on the contents, household furniture, furnishings and other personal property located within his residence, or elsewhere on his own Lot, all to the extent not covered by fire and liability insurance for all Lot Owners obtained as part of the Common Expenses, as provided below. (See Section 6.01(e)(1)f.1.)

The Board shall not be responsible for obtaining insurance on any additions, alterations, or improvements made by a Lot Owner to the residence on his Lot, unless and until such Owner shall request the Board, in writing, to do so, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto, and upon failure of such Lot Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected improvements on the Lot to a condition better than the condition existing prior to the making of such additions, alterations, or improvements.

Each Lot Owner hereby waives and releases any and all claims which he may have against any other Lot Owner, the Board, its officers, members of the Board, the Developer, the manager and managing agent of the Building, and their respective employees and agents, for damage to Common Elements, the Lots, or to personal property located in the Lots, caused by fire or other casualty, to the extent that such damage is covered by fire and other forms of casualty insurance.

5.08 Maintenance, Repair and Replacement of Buildings:

(a) By the Board:

The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each Building which constitute Common Elements in that they contribute to the support of the Building, (including exterior and common walls, roof and siding), excluding, however, interior partition walls, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, wiring, and other facilities for the

furnishing of utility services which may be located within the Lot boundaries serving more than one residence within a Building, exclusive of any portions which may be the responsibility of an individual owner under any other provision of this Declaration. The Board shall also be responsible for the maintenance, repair and replacement of privacy walls, if any, which may be constructed dividing balconies and patios serving individual residences. Such privacy walls shall be maintained, repaired and replaced in a way as to preserve the aesthetics of the Subdivision.

The Board shall also be responsible for the care, maintenance, and repair, of the lawns and yards on the Property, bike/walking paths, roadways, sidewalks serving more than a single Lot, private water mains and sanitary sewer interceptors serving and lying within the Common Elements of the Subdivision, storm water detention areas (which shall be maintained in accordance with all applicable Village Ordinances and all other governmental regulations as may apply, from time to time), improvements located on the Outlets and all other Common Elements within the Subdivision.

The undersigned acknowledge and agree that the exterior siding, soffit, fascia, exterior brick, shutters, if any, and roofing shall be of consistent color and materials throughout the Subdivision, and in order to maintain the aesthetics within the Subdivision, any repair and/or replacement of same throughout the Subdivision shall be a Common Expense, subject to the provisions of Section 5.09 hereof.

(b) By the Owner:

Except as otherwise provided in paragraph (a) above, each Lot Owner shall furnish, at his own expense, and be responsible for the following:

(1) All of the maintenance, repairs, and replacements within his residence (except for the common wall), and all of the doors and windows (including jams, support posts and kick boards) appurtenant thereto, and all internal installations of such residence, such as refrigerator, range, or other kitchen appliance, light fixtures, and other electrical fixtures, appliances, heating, plumbing, and air-conditioning fixtures or installations, and any portion of any other utility service facilities serving a separate residence including such maintenance, repairs, and replacements as may be required for the bringing of water, gas and/or electricity or other utility to the residence shall be furnished by the Lot Owner. Maintenance, repair and replacement of interior aspects of a chimney serving a separate residence shall also be by the Lot Owner. Doors, windows, garage doors, yard lights, if any, and similar fixtures serving a single residence shall be maintained, repaired and replaced by the Lot Owner; provided, however, such maintenance and repair shall occur so as to be consistent at all times with the quality of material and color of similar improvements throughout the Subdivision (as approved by the Board). Lot Owners shall carry out their maintenance responsibilities hereunder at all times to a high standard such as would be found in a "first class" residential community. The Board may, in its discretion, choose to provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to the Property or any improvements, as a Common Expense. In the event the separate utility service crosses a Common Element, and repair is necessary as to that portion crossing the Common Element, an

easement is granted for such repair and/or replacement as is necessary, provided that the Common Element shall be restored to the condition it was in prior to such repair or replacement.

(2) All of the decorating within his own residence, from time to time, including but not limited to, painting, wall covering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other interior furnishings and interior decorating. Each Lot Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors, and ceilings, as lie within the residence on his Lot, as shown in the Plat, and such Lot Owner shall maintain such portions in good condition at his sole expense, which said maintenance and use shall be subject to the Rules and Regulations of the Board. The interior and exterior surfaces of all windows forming part of the perimeter wall of a Building shall be cleaned and washed at the expense of each respective Lot Owner. The use, and the covering, of interior surfaces of such windows, whether by drapes, shades, or other items visible on the exterior of the Building shall be subject to the Rules and Regulations of the Board. Decorating of Common Elements (other than interior surfaces within the Building as above provided), and any redecorating of a residence to the extent made necessary by reason of any damage to existing decorating of such residence caused by maintenance, repair or replacement work on any Common Elements by the Board, shall be furnished by the Board as part of the Common Expense. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair, replacement, and the Board's liability shall be limited to damages resulting from its own negligence. The respective obligations of the Board and Lot Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in the material or workmanship in the construction of the Property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

5.09 Negligence by Owner:

If, through the negligent act or omission of either a Lot Owner, or a member of his family or household pet, or of a guest or invitee, or other persons authorized as Occupants or visitors of Lot Owner, damage shall be caused to the Common Elements, or to a Lot or Building owned by others, or maintenance or repairs or replacements shall be required which would otherwise be at the Common Expense, then the Lot Owner shall pay for such damage and such maintenance, repair and replacement, as may be determined by the Board, subject to the By-Laws, Rules and Regulations of the Board.

5.10 Joint Facilities, Fixtures:

To the extent that equipment, facilities and fixtures, within any Lot or Lots shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, or the Common Elements, (this equipment, these facilities and fixtures being referred to as the "**Joint Facilities**"), then the use thereof by the individual Lot Owner shall be subject to the Rules and Regulations of the Board. The authorized representatives of the Board, or the manager, or managing agent of the Subdivision as retained by the Board, shall be entitled to reasonable access to the individual residences as may be required in connection with maintenance, repairs

and replacements of or to the Common Elements, or any Joint Facilities affecting or serving other Lots or the Common Elements.

5.11 Damage or Destruction: Association Election Not to Rebuild, Repair or Restore:

Notwithstanding any other provision set forth herein, the Association may opt not to repair, rebuild, or restore damaged or destroyed portions of the Property. To do so, the Association must, within ninety (90) days of the date of the damage or destruction, be authorized by an affirmative vote of at least seventy-five (75%) percent of the Lot Owners, not to rebuild, repair or restore; provided, however, that any such decision shall be subject to the requirements of all applicable ordinances and restrictions of the Village.

ARTICLE VI THE ASSOCIATION

6.01 Administration:

(a) Association:

(1) Each Lot Owner, by purchasing any Lot in the Subdivision, shall automatically become a member of the Library Square North Owners' Association, Inc., a Wisconsin non-stock corporation (the "**Association**"), and shall be bound by the terms and conditions of this Declaration, the Articles of Incorporation, and By-Laws, of the Association, and such Rules and Regulations as may be promulgated and adopted by the Board under such Articles and By-Laws. Membership in the Association is mandatory. Each Lot shall have one (1) vote, even if one (1) individual owns more than one (1) Lot.

(2) Upon transfer, conveyance or sale by any Lot Owner of all of his or her interest in any Lot, such Lot Owner's membership in the Association shall thereon cease and terminate.

(3) Each Lot Owner, upon purchase of such Lot, shall immediately notify the Association of such Lot Owner's name and mailing address.

(4) Subject to the limitations set forth in this Declaration, the Board, acting in the name of the Association, shall have the right to make such reasonable Rules and Regulations, and to provide such means and to employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration.

(b) Board of Directors:

The direction and administration of the Association shall be vested in its Board of Directors. The initial Board shall initially consist of those individuals named in the Articles of Incorporation. Except for the initial Board of Directors, each member of the Board shall be one of the Lot Owners, or a spouse of a Lot Owner. In the event a Lot Owner is a

corporation, partnership, trustee, or other legal entity, then any officer, director, beneficiary, or other designated agent of such entity, shall be eligible to serve as a member of the Board.

(c) Determination of the Board to be Binding:

Notwithstanding the case that words "Board" and "Association" may, in some instances, be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Lot Owners relating to the Property, or with respect to interpretation or application of the provisions of the Declaration or By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Lot Owners.

(d) Voting Rights:

Each Lot Owner shall be entitled to one (1) vote per Lot owned. Such voting member who shall be entitled to vote the number of votes allotted to a Lot owned, may be a Lot Owner, one of the persons composed of all the Owners of a Lot Ownership, or may be some person designated in writing by such Lot Owner or Owners to act as proxy on his or their behalf and who need not be a Lot Owner.

(e) General Powers of the Board:

(1) Without limiting the general powers which may be provided by law, or this Declaration, the Board shall have the following general powers and duties:

- a. To elect the officers of the Association, as provided in the By-Laws;
- b. To administer the affairs of the Association and the Subdivision;
- c. To elect to engage the services of a manger or managing agent who shall manage and operate the Property and the Common Elements thereof for all Lot Owners, upon such terms, and for such compensation and with such authority, as the Board may approve, subject to the provisions below;
- d. To formulate policies for the administration, management and operation of the Property and Common Elements thereof;
- e. To adopt administrative Rules and Regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such Rules and Regulations from time to time, subject to the provisions below;

f. In addition to the above, the Board, for the benefit of the Lot Owners, shall provide and pay, out of the maintenance fund hereinafter provided for, the following:

1. A policy or policies of insurance insuring the Buildings and Common Elements against loss or damage by the perils of fire, lighting and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the respective Buildings and the Common Elements, written in the name of, and the proceeds thereof payable to, the Members of the Board, as trustees for the Lot Owners. Prior to obtaining any such policy or policies of insurance, or any renewal thereof, except for the initial policy or policies obtained by the Developer, the Board, at its election, may from time to time, obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Buildings and Common Elements, for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be a Common Expense. All such policies of insurance shall provide that the insurance, as to the interest of the Board: (i) shall not be invalidated by any act or neglect of any Lot Owner; (ii) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, if any, their respective employees and agents, and Owners and Occupants; and (iii) shall contain a "Replacement Cost Endorsement". The proceeds of such insurance shall be applied by the Board for the reconstruction of the improvements in the Building(s), the Common Elements, or as otherwise disposed of in accordance with the determination of the Board. Such insurance coverage shall also cover cross-liability claims of one insured against another.

2. A policy or policies of comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Lot Owner, the Association, its officers, members of the Board, Developer, manager and managing agent, if any, and their respective employees and agents, from liability in connection with Common Elements, and insuring the officers of the Association and members of the Board from liability for good faith action beyond the scope of their respective authorities. Such insurance coverage shall include cross-liability claims of one or more insured parties against the other insured parties.

3. Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

4. The services of any persons or firm employed by the Board. The Board, at the direction of a majority of the Lot Owners, may employ the services of any person or firm to act on behalf of the Lot Owners in connection with real estate taxes and special assessments on the Lot ownerships. The cost of such services shall be a Common Expense. Upon authorization by at least a majority of the Lot Owners, the Board, acting on behalf of all Lot Owners, shall have the power to seek relief from or in connection with, any assessments or charges and to charge and collect all expenses incurred in connection therewith as a Common Expense.

5. Landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, general maintenance, decorating, repair and replacement of the Common Elements, including the furnishing of materials, supplies, furniture, labor, services and equipment, as the Board shall deem necessary and proper, the Board having the exclusive right and duty to provide for the Common Elements. In addition to the above enumerated services, the Board shall also undertake the operation of lawn mowing of the Property. Lot Owners shall cooperate as need be in order that the mowing of the Lots may be done in an expeditious and orderly fashion. The miscellaneous trimming around the Buildings shall be the obligation of the Lot Owners.

6. Any amount necessary to discharge any construction lien or other encumbrance levied against the entire Property or any part thereof which may, in the opinion of the Board, constitute a lien against the entire Property, or against all or part of the Common Elements. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Lot Owners.

7. Maintain and repair any part of the Property which is ordinarily the responsibility of a Lot Owner, to the extent such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, and a Lot Owner has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Board to said Owner; provided that the Board shall levy a special assessment against said Owner for the cost of said maintenance or repair. Provided, further, that the notice envisioned by this subparagraph shall not be necessary in case of an emergency which shall be determined by the sole discretion of the Board.

8. Maintain all Streets and Roads, sidewalks, storm water detention areas, recreational facilities, parking spaces (if any), fencing, and pathways (of whatever nature), including, but not limited to, public and private utilities, water systems, sewer lines, outdoor lights, and other aspects of the Common Elements (unless maintained by the Village of Walworth as a Municipal service). The Board shall assure that all requirements of the Village of Walworth regarding snow removal, accessibility to service driveways, maintenance of Streets and Roads and sidewalks, are fully complied with.

9. The maintenance, repair and replacement of the driveway/apron, sidewalk and front/rear stoop, if any, serving only an individual residence, shall be the responsibility of the Association, assessed as a Common Expense, and shall occur consistent with the Rules and Regulations of the Board as may be established by the Board, from time to time. The obligations in this subparagraph shall include, but not be limited to, snow removal.

10. The Board or its agents, upon reasonable notice or, in the case of an emergency determined at the sole discretion of the Board, without notice, may

enter any Building when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Lot Owner as practicable, and any damage caused thereby shall be repaired by the Board as a Common Expense.

11. The Board's powers herein above enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Maintenance Fund, any structural alterations, capital additions to, or capital improvements of, the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand (\$5,000.00) Dollars in any one instance without, in each case, the prior approval of the voting members of at least two-thirds (2/3) of the Lot Owners.

12. The Association may elect to enter into a management contract, contract for services, employment contracts, or other agreements to facilitate the maintenance, management and upkeep of the Property, which shall be binding upon and inure to the benefit of the Lot Owners (and the Association).

13. The Board may elect to engage the services of a manager or managing agent and pay compensation from the Maintenance Fund; provided, however, that the Board may not contract with said manager or managing agent for a period of time of more than one (1) year. Said contract may be renewable yearly at the option of the Board.

g. All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments, shall be signed by such office or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Treasurer of the Board.

h. The Board may adopt such reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, for the health, comfort and safety and welfare of the Lot Owners and Occupants of the Property. Such reasonable Rules and Regulations shall include, but not be limited to, the rules governing the conduct, maintenance, or use of any recreational facilities on the Property. Written notice of such Rules and Regulations shall be given to all Lot Owners. The entire Property shall, at all times, be maintained subject to such Rules and Regulations. If, within thirty (30) days from the date of written notice to the Lot Owners of any adoption of any Rule or Regulation, at least twenty-five (25%) percent of the Lot Owners shall file with the Board, a written objection thereto, then such

Rule or Regulation shall be deemed rescinded until approved by voting members of at least two-thirds (2/3) of the Lot Owners.

i. The Board shall have the power to borrow money, acquire and convey property in the Association name, only with prior approval of the voting members of at least two-thirds (2/3) of the Lot Owners, except as hereinafter provided.

j. The Board shall adopt: (i) a schedule of fees for services requested of and/or provided by the Board or its agents; and (ii) a schedule of liquidated damages to be assessed for violations of the Declaration and Rules and Regulations.

k. Nothing herein above contained shall be construed to give the Board authority to conduct an act of business for profit on behalf of all the Lot Owners, or any of them.

6.02 Assessments; Maintenance Fund:

(a) Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the Lot Owners in the Subdivision, and in particular, for the improvement and maintenance of property, services and facilities devoted to the above-stated purposes and related to the use, enjoyment and maintenance of the Lots situated in the Subdivision. Without limited the generality of the foregoing statement of purpose, such Assessments may be applied by the Association to the payment of the costs of the following:

(1) To enforce any and all building, architectural and land use restrictions that exist as of the date of this Declaration, or which may be lawfully imposed hereafter on or against any of the Lots in the Subdivision.

(2) To maintain the Streets and Roads, Outlots, and easement areas within the Subdivision and any improvements or landscaping thereon.

(3) To pay expenses to carry out of the above, such as attorney fees, expenses of liability, fire and other insurance, bookkeeping and account expenses, and any and all other expenses that may, from time to time, be deemed necessary to carry out the intent of this Declaration by the Association.

(4) To protect property values in the Subdivision, and to do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interests of the Subdivision and the owners of the Lots in the Subdivision.

(b) By acceptance of the Deed, or other instrument of conveyance for a Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay to the Association annual Assessments, and special assessments for capital improvements. Such Assessments shall be fixed, established and collected from time to time, as provided in this Declaration and the Association's Bylaws. No owner or owners may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Lots or easements or abandonment of the Lot.

(c) The Association may suspend the right of any Lot Owner to vote in the Association during any period in which Assessments against the Lot remain unpaid.

(d) The annual and special Assessments, together with such interest thereon and costs of collection and attorney fees shall be a continuing lien on the property affected and shall also be a personal obligation of the Lot Owner on the date when the Assessment is due.

(e) Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power, and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15th, notify each Lot Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Lot Owners according to each Lot Owner's percentage of ownership in the Subdivision, as set forth herein. On or before January 1st of the ensuing year, and the first of each and every month of said year, each Lot Owner shall be obligated to pay to the Board, or otherwise as it may direct, one-twelfth (1/12) of the Assessment made pursuant to this section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Lot Owners, an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures and reserves shall be maintained by the Board and either considered in adjusting the budget for the upcoming year or shall be used for any other purpose as the Association shall determine.

(f) Reserve for Contingencies and Replacements:

(1) The Developer has elected to establish and contribute to a "Reserve Account", in accordance with this Section. At the first sale of a Lot by the Developer, a reserve fund contribution shall be collected from the purchaser as provided in sub-paragraph (2), below. The reserve fund monies shall be deposited into a "Reserve Account" then to be created. No reserve sum shall accrue prior to the initial sale of a Lot.

(2) Upon the first sale of any Lot by the Developer, the purchaser shall pay an Association start-up fee equal to three (3) times the monthly Assessment as is in place at the time of sale which shall be added to the

"Reserve Account" as is further described in this Section. Such payment shall be upon the first sale of the Lot ONLY, and not upon subsequent sales.

(3) The Board shall build up and maintain a reasonable reserve fund for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non- payment of any Lot Owner's Assessment, the Board may, at any time, levy a further Assessment, which shall be assessed to the Lot Owners according to each Lot Owner's percentage of ownership of the total number of Lots in the Subdivision. The Board shall serve notice of such further Assessment on all Lot Owners by a statement in writing, giving the amount and reasons therefor, and such further Assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further Assessment. All Lot Owners shall be obligated to pay the adjusted monthly amount.

(g) Budget for First Year:

When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement" as herein above defined, for the period commencing thirty (30) days after said elections and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Lot Owners during said period as provided in Sections 6.01 and 6.02 of this Article.

(h) Failure to Prepare Annual Budget:

The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Lot Owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Lot Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

(i) Books and Records:

The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements and any other Common Expenses incurred. Such records and the vouchers authorizing the payments, shall be available for inspection by any Lot Owner or any representative of a Lot Owner duly authorized in writing, at such reasonable time or times during normal business hours of week days as may be

requested by the Lot Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Lot Owner shall be furnished a statement of his account, setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

(j) Status of Collected Funds:

All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special Assessments as may be levied hereunder against less than all the Lot Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the benefit, use, and account of all the Lot Owners.

(k) Remedies for Failure to Pay Assessments:

(1) If any Lot Owner shall default in the payment of any charge or Assessment imposed by the Board as herein provided, the Board shall have the authority, for and on behalf of itself and said Association, and as the representative of all Lot Owners, to exercise and enforce any and all rights and remedies as may be provided in the By-Laws, this Declaration, or otherwise available at law or in equity for the collection of all such unpaid charges or Assessments. In addition, if Lot Owner is in default in the monthly payment of the aforesaid charges or Assessments for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Lot Owners to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any status of law now or hereafter effective, the amount of any delinquent and unpaid charges or Assessments, and interest costs and fees as above provided shall be and become a lien or charge against the Lot ownership of the Lot Owner involved when payable and may be foreclosed by an action brought in the name of the Board, as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the other Lot Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

(2) The lien for unpaid Association Assessments chargeable to any Lot shall be prior to all other liens except:

a. Liens of general and special taxes; and any special assessments;

b. All sums unpaid on a first mortgage recorded prior to the making of the Assessment;

- c. Mechanics liens filed prior to the making of the Assessment;
- d. Mortgage loans from the Department of Veterans Affairs to eligible veterans under 45.80 Wisconsin Statutes.

(3) Any holder of any encumbrance on a Lot from time to time may request, in writing, a written statement from the Board setting forth the unpaid Common Expenses with respect to the Lot covered by his encumbrance, which request shall be complied with. Any encumbrancer holding a lien on a Lot may pay any unpaid Common Expenses payable with respect to such Lot and upon such payment such encumbrancer shall have a lien on such Lot for the amounts paid at the same rank as the lien of his encumbrance.

(4) The terms and provisions herein above are cumulative and not exclusive. Nothing herein shall disallow the Association to seek other remedies as provided by law, or otherwise enumerated in the Statutes of Laws for the State of Wisconsin from time to time.

(l) Rental During Foreclosure:

In the event of the foreclosure of a lien for unpaid Common Expenses, the Lot Owner who is the defendant in such proceeding shall be required to pay a reasonable rental for such Lot, provided such rental is allowed pursuant to all applicable ordinances, rules and regulations of the Village.

(m) Amendments:

Except for such amendments as may be required to conform any provision of the Declaration to the requirements of law, all amendments to this Section 6.02 shall only be effective upon affirmative vote of one hundred (100%) percent of Lot Owners and their mortgagees. No Lot Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of the Common Areas and facilities, or by abandonment of his Lot.

ARTICLE VII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.01 Intent of Covenants and Restrictions:

(a) The covenants and restrictions herein shall apply in their entirety to any Lots which are sold in the Subdivision, as platted and recorded. It is the intention of these covenants and restrictions to maintain aesthetic harmony for the benefit and protection of the owners of the Lots in the Subdivision, and to provide architectural protection and control of the Lots, Buildings, and Common Elements and their use.

(b) These covenants and restrictions have been adopted to permit the enjoyment of the Subdivision by all those authorized to use it. The purchase of a Lot shall constitute acceptance of these Rules and Regulations and shall acknowledge a willingness to abide by them.

7.02 Use of Lots:

(a) The Lots shall be utilized for single family residential purposes, in duplex Buildings, each of which have a Common Wall (as defined below) located on the Lot boundary line between the appurtenant Lots, as shown on the Plat.

(b) Nothing shall be done or kept on any Lot or in the Common Elements which will increase the rate of insurance on the Property without the prior written consent of the Board. No Lot Owner shall permit anything to be done or kept on his Lot or in the Common Elements which will result in the cancellation of insurance on the Property, or which would be in violation of any law.

(c) No pets, animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Building or in any of the Common Elements at any time, except such domestic household pets as may be authorized by the Board. Rules and Regulations regarding the placement and use of items such as dog runs and similar pet equipment, if allowed, as well as rules regarding pet waste removal, shall be established by the Board, from time to time.

(d) No noxious, offensive or illegal activity shall be carried on in any Building, or on the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Lot Owners or Occupants.

(e) There shall be quiet hours each day from 10:00 p.m. in the evening until 6:00 a.m. the following morning. During this time, noise and activity which would tend to disturb other Lot Owners or Occupants shall be kept to a minimum.

(f) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Lot which is in violation of the Ordinances of the Village of Walworth.

(g) No recreational vehicles, trucks (other than pickup trucks one-ton or less), boats, trailers, or other vehicular items of personal property shall be stored or remain in parking spaces or on portions of the Common Elements or Limited Common Elements for a period in excess of 24 hours by any Lot Owner. This restriction shall not apply to construction activities on Lots or to the necessary equipment, trucks and other vehicles necessary for such construction activities. **Parking on Cook Street within the Subdivision may occur during daylight hours only. There shall be no parking on the other portions of the Streets and Roads within the**

Subdivision. No parking any vehicle of any kind shall be allowed on the lawns within the Subdivision.

(h) Lot Owners are responsible to keep and maintain their Lot, and all improvements and personal property located thereon, in a neat, clean, sanitary and orderly condition.

(i) Unless garbage pickup is arranged through services contracted for by the Village of Walworth, garbage and rubbish removal shall be at the cost and expense of each Lot Owner. Garbage pails, dumpsters, cans and rubbish containers shall not be placed on the Common Elements by any Lot Owner except in accordance with any Rules and Regulations as established by the Board. The Board shall secure the services of garbage removal companies, or seek such services through the Village of Walworth. The expense for same shall be a Common Expense. Other than those so placed, or directed to be placed, by the Directors, any other garbage pail, can or rubbish container shall not be placed on the Common Elements by the Lot Owner. **All garbage and/or waste from any Lot shall be placed in enclosed airtight receptacles located on the side or rear yard portions of the Lot within areas concealed from view, or within the garage associated with the Lot. Notwithstanding the foregoing, on the day on which the garbage pickup occurs through municipal garbage collection services, if applicable, such receptacles may be removed from the garage or concealed areas and may be placed at the roadside.**

(j) No Lot Owner shall allow inoperable motor vehicles to remain on their Lot, or elsewhere on the Property, for more than twenty-four (24) hours. No Lot Owner shall allow the parking of more than two (2) motor vehicles associated with his Lot, his guests, or invitees, to remain on the property more than twenty-four (24) hours. Each Lot Owner shall ensure that his guests, invitees, tenants, other Occupants, or other persons in any fashion occupying or using his Lot, do not, in any way, obstruct the Streets and Roads in the Subdivision, or the use of parking spaces assigned to other Lot Owners.

(k) In order to facilitate lawn mowing, and to provide for neat, orderly appearance of the Lots, personal property shall be stored on patios and not on the Common Elements.

(l) No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Lot or Common Elements. The Lot and Common Elements shall be free and clear of rubbish, debris, and other unsightly materials. Trash, garbage and other waste shall be kept only in enclosed sanitary containers and shall be disposed of in a clean, slightly, healthy and sanitary manner as may be prescribed from time to time by Rules and Regulations of the Board.

(m) There shall be no obstruction of the Common Elements nor anything stored in the Common Elements without prior consent of the Board, except as provided herein.

(n) Utilization of insect "zappers" or other similar insect elimination devices is strictly prohibited.

(o) No signage, except bona fide real estate "for sale" signs shall be placed on Lots, or the Common Elements. Any authorized signage shall be placed only with the consent of the Board.

(p) The holding of garage or yard sales within the Subdivision is permitted, but shall be conducted in accordance with any and all Rules and Regulations established by the Board.

(q) The operation of trail or dirt bikes, mini-bikes, snowmobiles, all terrain vehicles and other recreational vehicles within the Subdivision is strictly prohibited. Subject to the applicable provisions of the Village Municipal Code of Ordinances, the operation of road worthy golf carts is permissible within the Subdivision, but may be regulated by the Board.

(r) There shall be no TV antennas, satellite dishes or other receptive equipment attached to the Common Elements except with the specific approval and consent of the Board, which consent shall only be granted if the Board is convinced that same will not result in damage to the Common Elements and shall be in keeping with the aesthetics of the Subdivision.

(s) No motor vehicle may be operated on the bike/walking paths (except that the path entering/exiting the Subdivision on the northwest aspect of the Subdivision may be used by police, fire and other municipal services for emergency purposes only).

7.03 Common Elements:

(a) Speed limit on all Streets and Roads in the Subdivision is fifteen (15) miles per hour, or such lesser speed as is dictated by the conditions of the roadways and presence of pedestrians, as then exist.

(b) Motorcycles may be operated, but are limited to use only on the prescribed Streets and Roads. Such vehicles must adhere to all speed limits. In parking any motorcycle within a Common Element, the owner or user shall ensure a block or pad is placed under the cycle stand so as to avoid the creation of a depression on the parking surface.

(c) No snowmobiles, all-terrain vehicles, boats, boat trailers, or other trailers may be stored on a Lot for more than six (6) hours in any seventy-two (72) hour period, except in a closed garage.

7.04 General Covenants and Restrictions:

(a) The Board reserves the right to adopt regulations relating to the placement of "For Sale" or "For Rent" signs, advertising or other displays on any part of the Property.

(b) Entry to the Property shall be only upon the prescribed entrance set forth in this Declaration. Under no circumstances may entry be made by trespass on adjacent

property. Violation of this provision may be remedied by the Board under Article IX of this Declaration.

(c) Display of Model Lots by Developer: Notwithstanding other provisions contained herein, during the period of construction of the Buildings on the Property by the Developer, the Developer and his contractors and sub-contractors, and their respective agents and employees, shall be entitled to access, ingress and egress to the said Buildings on the Property, as may be required in connection with renovation of Lots and construction of amenities, if applicable. During the period in which sale of the Lots by Developer or beneficiaries of Developer are in progress, the Developer or beneficiaries may occupy or grant permission to any other person who may need to occupy, with or without rental, as determined by Developer or said beneficiaries, one or more lots for business or promotional purposes, including clerical activities, sales offices, model lots for display, and the like, provided that the activities in the residences so occupied do not interfere with the quiet enjoyment of any other Lot Owner or Occupant.

(d) Rental Prohibitions: **Notwithstanding any other provision contained herein to the contrary, neither the residences nor the Lots in the Subdivision may be rented for periods of less than one year.**

ARTICLE VIII BUILDINGS AND IMPROVEMENTS

8.01 Lot Improvement:

(a) In General:

There may be no improvement to a Lot which in any manner materially hinders the use of another Lot or the Common Elements of the Subdivision, or which in any way interferes with the providing of services to any other Lot.

(b) Contour Improvements:

There shall be no contour improvements made by a Lot Owner to the Common Elements.

(c) External Exposure of the Building:

Lot Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Buildings and no sign, awning, canopy, shutter, radio and television antenna or dish shall be affixed to or placed on the exterior walls, roof, or any portion thereof, without the express written consent of the Board. Lot Owners may hang draperies or other type window treatments in the windows of the Lots, however, hanging of sheets, blankets, or the boarding up of windows is strictly prohibited. The Board may, from time to time, similarly prohibit window treatments inconsistent of the intent and purpose of this Article.

(d) Plants, Trees and Shrubs:

No Owner shall remove, cut down or plant any trees, shrubs or plants on the Common Elements without prior written consent of the Board, and except within areas designated by the Board.

(e) Concreting or Blacktopping of Common Elements:

None of the Common Elements shall be concreted, blacktopped or otherwise paved by any Lot Owner without the prior written consent of the Board.

(f) Fences:

Lot Owners are hereby prohibited from erecting any fences on any Lot within the Subdivision. All fencing of any kind and nature will be constructed by the Board.

(g) Gardens:

Lot Owners are hereby prohibited from installing or planting a garden on the Common Elements without the prior express written consent of the Board, and except in areas designated by the Board.

(h) External Lights:

Following the initial construction of the Building on the Lot, any and all permanent external lighting on any Lot shall be presented to and approved by, the Board. No permanent or temporary external lighting will be allowed by any Lot Owner, without the prior express written consent of the Board.

(i) Screened Enclosures:

Lot Owners may not erect screened enclosures, or other enclosures, of their porch or patio without the prior express written consent of the Board.

(j) Clotheslines:

Clotheslines shall not be permitted in the Subdivision.

(k) Minimum Square Feet:

Each residence built on a Lot shall have the following minimum and maximum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations:

	Minimum	Maximum
One story:	1,300 sq. ft.	1,715 sq. ft.
One story with loft:	1,450 sq. ft.	1,600 sq. ft.
Two story:	1,600 sq. ft.	2,129 sq. ft.

(l) Lot Setbacks:

As set forth on the Plat.

(m) Garage:

Each residence on a Lot is required to have a minimum 2-car garage attached to the residence. The garage must be a minimum of 400 square feet. Garages must be constructed at the time of construction of the residence and all exterior features must be completed prior to occupancy of the residence.

(n) Driveways:

Driveways shall be paved within (12) months of Owner's receipt of an occupancy permit. The driveway must be paved with concrete, brick or asphalt.

No driveway or parking area is permitted within the vision triangles which are located at all street intersections within the Subdivision. Refer to the Village Ordinances to determine the size of the vision triangles.

(o) Siding:

The exterior walls of the Building may incorporate any of the following: brick, stucco, cement siding, EIFs, stone or wood. Any stone used should preferably be native to the area. Bricks should be earth-tone in color. Brick textures should not have contrived surfaces.

Ending the veneer at an outside corner which would expose the edge of the material is not acceptable. Masonry shall be used with reasonable consistency and proportion all around the home, and shall be used with balance in the various masses of the structure.

(p) Windows and Trim:

Windows and Doors; wood, vinyl-clad or aluminum-clad wood are allowed. Exterior glazing shall be clear or gray tinted only. No reflective glass or glass block will be accepted.

There shall be no windowless elevations (basement windows shall not be included in this calculation).

(q) Roof:

Acceptable roofing materials are cedar shakes, clay tile, natural or synthetic slate, traditional metals such as copper or terne, or min. 225# dimensional composition shingles, all roofing color shall be subdued earth-tones.

Each home must have a minimum roof pitch ratio of 6:12 on the main body of the roof.

(r) Common Wall:

The wall which divides the Lots and separates the residential lots is hereby designed as the "Common Wall". The Common Wall shall consist of the foundation wall which separates the residential lots, if any, and the demising wall built thereupon. The Common Wall shall be a minimum one hour wall starting from the lowest floor level, including the basement, to the underside of the roof sheathing. The basement wall shall be masonry.

The Owner of a Lot shall own that portion of the Common Wall located upon the Owner's Lot, however said ownership shall be subject to those duties, rights and limitations set forth herein. Those portions of the Common Wall not owned by the property Owner, and located on the adjoining Owner's lot, are subject to those duties, rights and limitations set forth herein.

Any repair to, or rebuilding of, the Common Wall, shall be of the same material and of the same quality as that used in the original Common Wall. If an owner, or an owner's agent, guest or invitee, causes the Common Wall or any portion thereof to be damaged or destroyed, then that Owner shall be responsible for promptly repairing or replacing the Common Wall in a good and workmanlike manner at that Owner's cost. If the Common Wall is otherwise damaged or destroyed, the Common Wall shall be repaired or rebuilt, and each Lot Owner shall bear equally the responsibility and cost of repairing or replacing the Common Wall.

No Owner shall unilaterally make or cause to be made any opening to the adjoining residential lot in the Common Wall; provided however, if both adjoining Lot Owners otherwise agree, or if one Owner acquires both adjoining Lots, an opening in the Common Wall may be made so long as all applicable building and fire codes are complied with, to facilitate use of the residences by parents on one side and grandparents or children on the other, or the like.

No Owner shall impair the structural integrity of the Common Wall. The Common Wall shall be maintained and kept in good repair at all times by both adjoining Lot Owners. Each Owner shall bear equally the responsibility and cost of normal maintenance if any, of the structural integrity of the Common Wall. Each Owner shall have the right to enter another owner's lot or residential lot, upon reasonable prior notification, for the sole purpose of repairing or maintaining the Common Wall's structural integrity. When entering onto the Property of another Lot Owner, the non-owner and all contractors shall take and observe due protection and care to protect the property of the adjoining Lot Owner.

Each Owner may use the Common Wall in a manner which is normal and customary for a residential demising wall; provided, however, that no use shall either constitute a nuisance, or impair an adjoining Owner's right to quiet enjoyment of his residential lot.

(s) Common Utilities:

Any utility services, pipes or conduits which are located within a Lot or residential lot which serves more than one residential lot are hereby designated as "**Common Utilities**".

An Owner shall own those Common Utilities located upon an Owner's Lot or within an Owner's residential lot, however, said ownership shall be subject to those duties, rights and limitations set forth herein. Those portions of the Common Utilities not owned by the Property Owner, and which are located on an adjoining Owner's Lot or within an adjoining Owner's residential lot, shall be subject to those duties rights and limitations set forth herein.

If an Owner or Owner's agent, guest or invitee cause the Common Utilities or any portion thereof to be damaged or destroyed, then that Owner shall be responsible for promptly repairing or replacing the Common Utilities in a good and workmanlike manner at that Owner's cost. If the Common Utilities are damaged or destroyed otherwise each owner shall bear equally the responsibility and cost of repairing or replacing the Common Utilities.

No Owner shall impair another Owner's use or enjoyment of the Common Utilities. Each Owner shall bear equally the responsibility and cost of normal maintenance, if any of the Common Utilities.

Each Owner shall have the right upon reasonable notification, to enter another Owner's lot or residential lot for the sole purposes of repairing or maintaining the Common Utilities.

(t) Pools:

No swimming pools shall be installed on a Lot in the Subdivision; provided, however, with the consent and approval of the Association and at least 75% of all Members, the Association may install a pool on Outlot 4.

(u) 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.

(v) 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.

(w) Utilities:

All utilities must be installed underground.

(x) Solar Collectors:

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

(y) Grading:

The Developer and the Village of Walworth have agreed to a certain Storm Water Management Plans and Master Grading Plans, as part of the zoning approvals for the Subdivision. Each owner of a lot in the Subdivision 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 Association (established hereinbelow), and the Village, their agents, employees or independent contractors shall each have the right, but not the duty or responsibility, to enter upon any lot after giving reasonable notice to the owner for the purposes 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 Association or Village will rectify such condition at Owner's cost. Upon nonpayment of the costs associated with any inspection, maintenance, or correction of any drainage condition, the Village shall have the right to assess the cost thereof as a special assessment or special tax against the Association and/or individual Lot Owner, as the case may be.

(z) Vision Triangles:

There shall be no planting of perennials, shrubs, or trees within the vision triangles located at the intersections of all streets within the Subdivision that exceed a height of twenty-four (24) inches. Refer to the Village Ordinances to determine the size of the vision triangles.

(aa) Retaining Walls:

All retaining walls must be approved by the Village of Walworth Building Inspector.

**ARTICLE IX
REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS**

9.01 Abatement and Enjoinment:

(a) By acceptance of conveyance of any Lot in the Subdivision, the grantee, mortgagee, or transferee acknowledges, accepts and agrees to the terms, rights, duties and obligations set forth in this Declaration. The conditions and restrictions contained herein shall be enforceable either by the Association, and/or by the Village of Walworth and/or by any Lot Owner or Lot Owners within the Subdivision, but none shall be required to do so. The restrictions and conditions may be enforced by court action, including injunctive relief. In the event a violation is found to have occurred the offending party may also be required by the court to pay to the party bringing the action its reasonable attorneys fees and costs in bringing the action. Failure of any person or entity to enforce any of the provisions contained herein, or in any amendment hereof, shall in no event be deemed a waiver of the right to do so as to any of the remaining persons or entities entitled to so enforce these provisions.

(b) The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right to proceed as follows:

(1) To enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and/or

(2) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including Court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and be assessed against such defaulting Lot Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon all of this additions and improvements thereto and upon all of his personal property in his Lot or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board; and/or;

(3) The Board may also impose and assess liquidated damages up to the sum of \$250.00 per day for each violation and, in the event a legal proceeding brought by the Board as a result of the violation, any judgment awarded shall include reasonable attorney's fees and costs of the Board in prosecuting such action.

9.02 Village's Enforcement Authority:

The Village of Walworth is hereby granted the independent and separate right to bring an action to enforce any of the terms and provisions hereof. Although the Village has this right, it shall not have the obligation to enforce these terms and provisions, and no Lot Owner in the Subdivision shall have any right to force the Village to do so. In the event a violation is found to have occurred, and the Village elects to bring an enforcement action, the offending party shall also be required by the court to pay to the Village its reasonable attorneys fees and costs in bringing the action.

9.03 Village Option to Maintain:

In the event the Board, or any Lot Owner, does not properly maintain any Lot, Building, Common Element, private road, drainage facility or signage within the Subdivision, the Village may send written notice to the Lot Owner or Board, as the case may be, indicating that the Village has determined that the Lot, Building, Common Element, private roads, drainage areas, and/or signage are not being properly maintained, and further indicating that the Village will perform such landscaping and/or maintenance if not properly done by the Board or Lot Owner, as the case may be. The above-referenced notice shall give the Board or Lot Owner, as the case may be, a minimum of thirty (30) days to correct the problem. If the Lot, Building, Common Element, private road, drainage facility and/or sign is not properly attended to within the time granted by the above-referenced notice, the Village shall then have the authority to perform such maintenance on any such Lot, Building, Common Element, private road, drainage facility and/or sign referred to in said notice and shall have the right to charge the Association and/or Lot Owners, as the case may be, on a pro rata basis, for any costs incurred by the Village as a result of said maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid within the period fixed by the Village, the charges shall become a lien upon the Association and/or Lot Owners' property, as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Property, as provided in Section 66.0627, Wis. Stats.

ARTICLE X

LIABILITY OF THE DEVELOPER AND BOARD OF DIRECTORS

10.01 Exemption From Personal Liability:

The members of the Board of Directors and the Developer, and their respective agents and employees, shall not be personally liable to the Lot Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members or otherwise in exercise of the powers herein vested in the Board. The Lot Owners shall indemnify and hold harmless, each of the member of the Board of Directors, the Developer, and their respective agents and employees, against all contractual liability to others arising out of contracts made by the Board of Directors, or the Developer on behalf of the Lot Owners unless any such contract shall have been made in bad faith and contrary to the provisions of this Declaration. It is also intended that the liability of any Lot Owner arising out of any contract made by the Board of

Directors, the Developer, or out of the aforesaid indemnity in favor of the members of the Board of Directors, the Developer, and/or their respective agents and employees, shall be limited to such proportion of the total liability thereunder at his percentage of interest in the Subdivision bears to the total percentage interest of all the Lot Owners in the Subdivision. Every agreement made by the Board of Directors, Declarant, or by the managing agent on behalf of the Lot Owners, shall provide that the members of the Board of Directors, Developer, or the managing agent, as the members of the Board of Directors, Developer, or the managing agent, as the case may be, are acting only as agent for the Lot Owners and shall have no personal liability thereunder (except as Lot Owners) and that each Lot Owner's liability thereunder shall be equal to his percentage of ownership in the total number of Lots in the Subdivision.

ARTICLE XI GENERAL PROVISIONS

11.01 Notice to Mortgage Lenders:

Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Lot Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Lot Ownership is subject to such mortgage or trust deed.

11.02 Service of Notices on Devisees and Personal Representatives:

Notices required or desired to be given to any devisee or personal representative of a deceased Lot Owner may be delivered either personally or by mail, to such party at his or her address appearing on the records of the Court when the estate of such deceased Lot Owner is being administered.

11.03 Covenants to Run with the Land:

Each Lot Owner, and each subsequent grantee of the Developer, by acceptance of a deed or conveyance, or each purchaser under article or agreement for the warranty deed, or any contract for any deed or conveyance, including but not limited to land contract, accepts the same subject to all the restrictions, conditions, covenants, reservations, liens and charges, in the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all positions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having, at any time, any interest or estate in said land, and enure to the benefit of such owner in like manner as those the provisions to the Declaration were recited and stipulated at length in each and every deed of conveyance.

11.04 Waiver of Covenants:

No covenant, restriction, condition, obligation, or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breach which may occur, or any lapse of time.

11.05 Waiver of Damages:

Neither the Developer, nor its beneficiaries, nor their respective representatives, or designees, shall be liable for any claim whatsoever arising out of, or by reason of any actions performed pursuant to any authorities, reservations, granted or delegated to it by or pursuant to, this Declaration, or in Developer's capacity as developer, contractor, owner, manager, or seller of any property, whether or not such claim:

(a) shall be asserted by any Owner, occupant, the Board or the Association, or by any person or entity, claiming through any of them; or

(b) shall be on account of injury to person or damage, or loss of property, wherever located and however caused; or

(c) shall arise ex contractu or, except in case of gross negligence, ex delictu; without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of the property, or obtaining any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Board, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property, or personal property located on or about the Property, or by reason of the failure to function, or disrepair of any utility services (air-conditioning, electricity, gas, water, sewerage, etc.); provided, however, that under no circumstances shall any provision set forth in this Section 11.05 extend to liability of the Developer to its mortgage lender(s).

11.06 Amendments to the Declarations:

(a) The provisions of Articles III, IV, X, and Section 6.02, and this Section 11.06 of the Declaration may only be changed, modified, or rescinded, by instrument, in writing, setting forth such change, modification, or rescission, signed and acknowledged by all of the Lot Owners, and mortgagees having bona fide liens of record against Lot ownerships.

(b) Other provisions of this Declaration may be changed, modified, or rescinded by an instrument, in writing, setting forth such change, modification, or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification, or rescission has been mailed by certified mail to all mortgagees and bona fide liens of record against any Lot Ownership, not less than ten (10) days prior to the date of such affidavit.

(c) All of such changes, modifications, or rescissions, shall be effective upon recording of such instrument in the Office of the Register of Deeds in and for Walworth County, Wisconsin.

11.07 Severability:

The validity of any covenant, restriction, condition, limitation, of any other provision of this Declaration, or any part of the same, shall not impair or affect, in any manner, the validity, enforceability, or affect the rest of this Declaration.

11.08 Perpetuities and Restraints on Alienation:

If any of the options, privileges, covenants, or rights created in this Declaration would otherwise be unlawful or void for violation of:

- (a) the rule against perpetuities, or some analogous statutory provision; or
- (b) the rule restricting restraints on alienation; or

(c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now existing lawful descendants of Governor Scott Walker.

11.09 Interpretation of Declaration:

The provisions of this Declaration shall be liberally construed so as to effectuate its purpose of creating a uniform plan for the permanent operation of a first class residential development.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, this Declaration has been executed this 12 day of March, 2012.

TRACY GROUP, INC., an Illinois corporation

By: John C. Tracy
John C. Tracy, Chief Executive Officer

STATE OF WISCONSIN)
) SS
COUNTY OF WALWORTH)

Personally came before me this 12 day of March, 2012, the above named John C. Tracy to me known to be the Chief Executive Officer of Tracy Group, Inc., an Illinois corporation, and the person who executed the foregoing instrument, and acknowledged the same.

Debra A Rueter
* Debra A Rueter
Notary Public, State of Wisconsin
My commission is permanent/expires: 4/14/13

IN WITNESS WHEREOF, this Declaration has been executed this 2 day of March, 2012.

The Katherine J. and John A. Daniels
Revocable Trust

By: *John A. Daniels*
John A. Daniels, Trustee

ACKNOWLEDGMENT

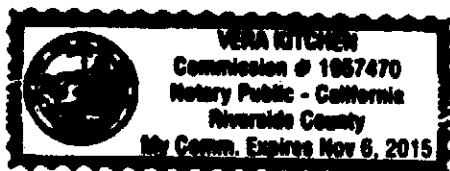
STATE OF CALIFORNIA)
COUNTY OF Riverside) SS.

On Mar. 2, 2012, before me, Vera Kitchen (Notary Public), personally appeared John A. Daniels as Trustee of The Katherine J. And John A. Daniels Revocable Trust who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WTNESS my hand and official seal.

[SEAL]



Vera Kitchen
* *Vera Kitchen*
Notary Public, State of California
My commission is permanent/expires: Nov. 6, 2015

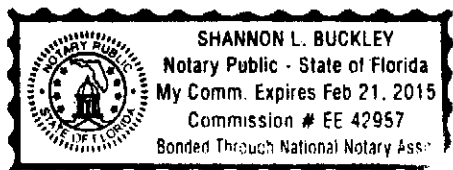
IN WITNESS WHEREOF, this Declaration has been executed this ____ day of _____, 2012.

KBS Trust

By: Kenneth B. Sheldon, Trustee
Kenneth B. Sheldon, Trustee

STATE OF Florida)
) SS
COUNTY OF Sarasota)

Personally came before me this 5th day of March, 2012, the above named Kenneth B. Sheldon, Trustee of the KBS Trust, to me known to be the person who executed the foregoing instrument, and acknowledged the same.



* Shannon L. Buckley
Notary Public, State of Florida
My commission is permanent/expires: 2/21/15

IN WITNESS WHEREOF, this Declaration has been executed this 3 day of March, 2012.

Jennifer C. Buhrfiend
Jennifer C. Buhrfiend

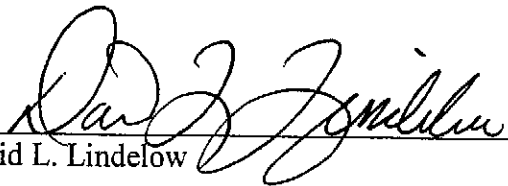
STATE OF WI.)
) SS
COUNTY OF Walworth)

KIMBERLY A TRACY
NOTARY PUBLIC
STATE OF WISCONSIN

Personally came before me this 3rd day of March, 2012, the above named Jennifer C. Buhrfiend, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

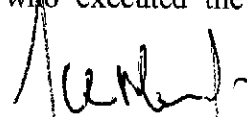
Kimberly A. Tracy
* Kimberly A. Tracy
Notary Public, State of WI
My commission is permanent/expires: July 1st 2012

MARCH, 2012. IN WITNESS WHEREOF, this Declaration has been executed this 9 day of

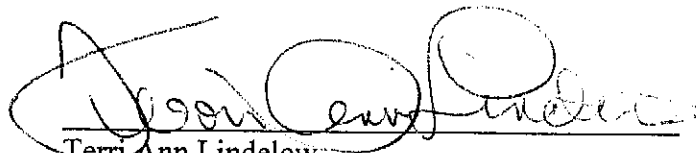

David L. Lindelow

STATE OF Wisconsin)
COUNTY OF Walworth) SS

Personally came before me this 9th day of March, 2012, the above named David L. Lindelow to me known to be the person who executed the foregoing instrument, and acknowledged the same.

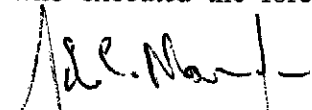

* John L. Mayer Jr.
Notary Public, State of Wisconsin
My commission is permanent/expires: _____

MARCH, 2012. IN WITNESS WHEREOF, this Declaration has been executed this 9 day of


Terri Ann Lindelow

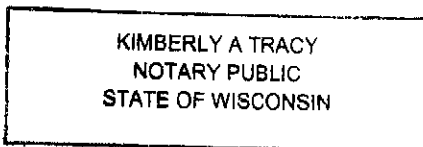
STATE OF Wisconsin)
COUNTY OF Walworth) SS

Personally came before me this 9th day of March, 2012, the above named Terri Ann Lindelow to me known to be the person who executed the foregoing instrument, and acknowledged the same.


* John L. Mayer Jr.
Notary Public, State of Wisconsin
My commission is permanent/expires: _____

March, 2012. IN WITNESS WHEREOF, this Declaration has been executed this 3rd day of

Nancy C Bensheimer
Nancy C. Bensheimer



STATE OF WISCONSIN)
COUNTY OF Walworth) SS

Personally came before me this 3rd day of March, 2012, the above named Nancy C. Bensheimer, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Kimberly A. Tracy
* Kimberly A. Tracy
Notary Public, State of Wisconsin
My commission is permanent/expires: July 1st, 2012

IN WITNESS WHEREOF, this Declaration has been executed this 9th day of March, 2012.

Katy A. Larson
Katy A. Larson

STATE OF FLORIDA)
) SS
COUNTY OF Lee)

Personally came before me this 9th day of March, 2012, the above named Katy A. Larson, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Joanne Simpson
Joanne Simpson
Notary Public, State of Florida
My commission is permanent/expires 2/25/2013

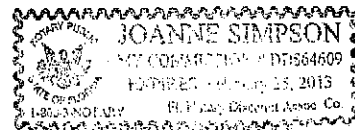
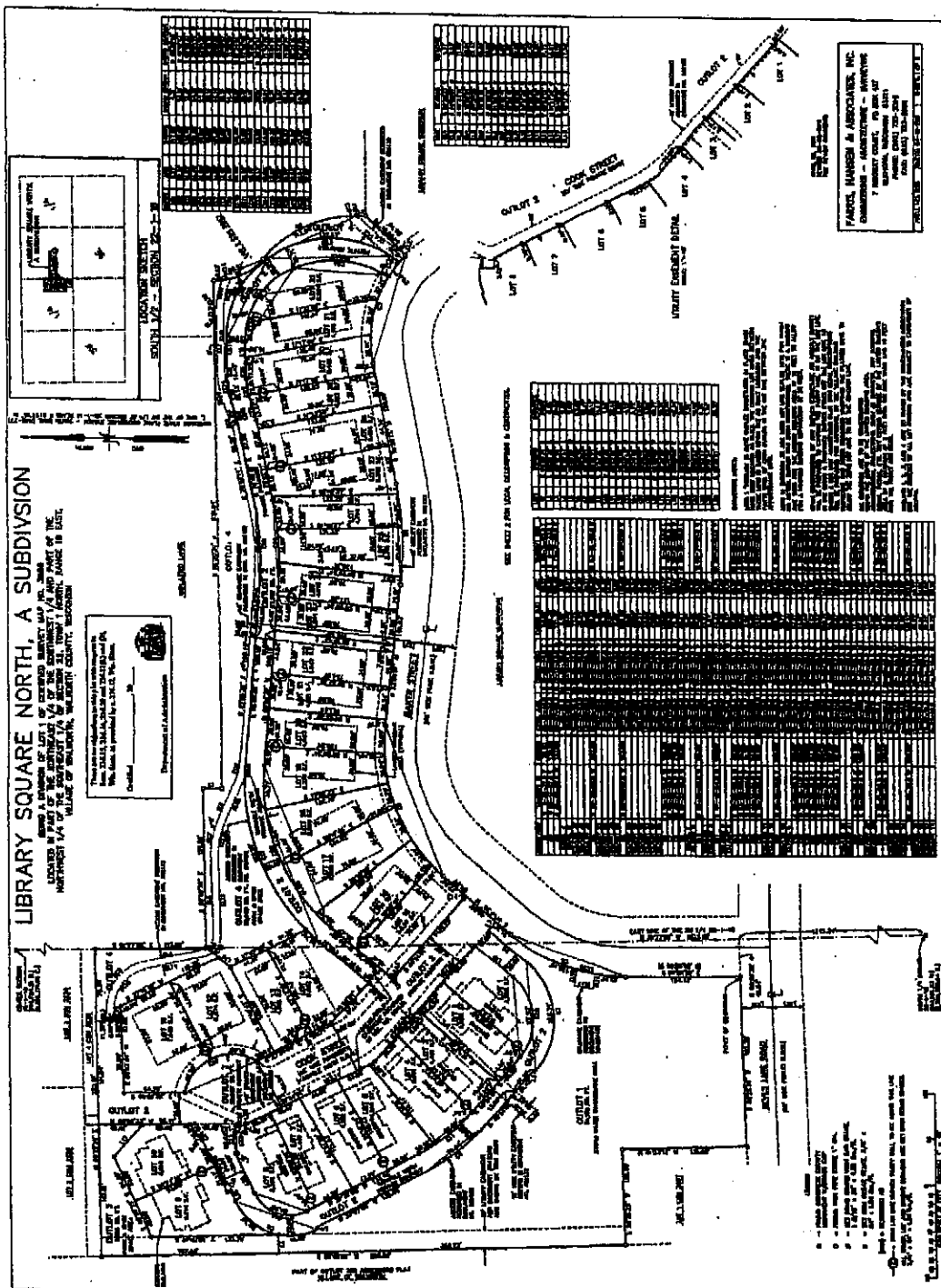


EXHIBIT A
Plat

**EXHIBIT**

A
to Declaration

CAB D SLIDE 167

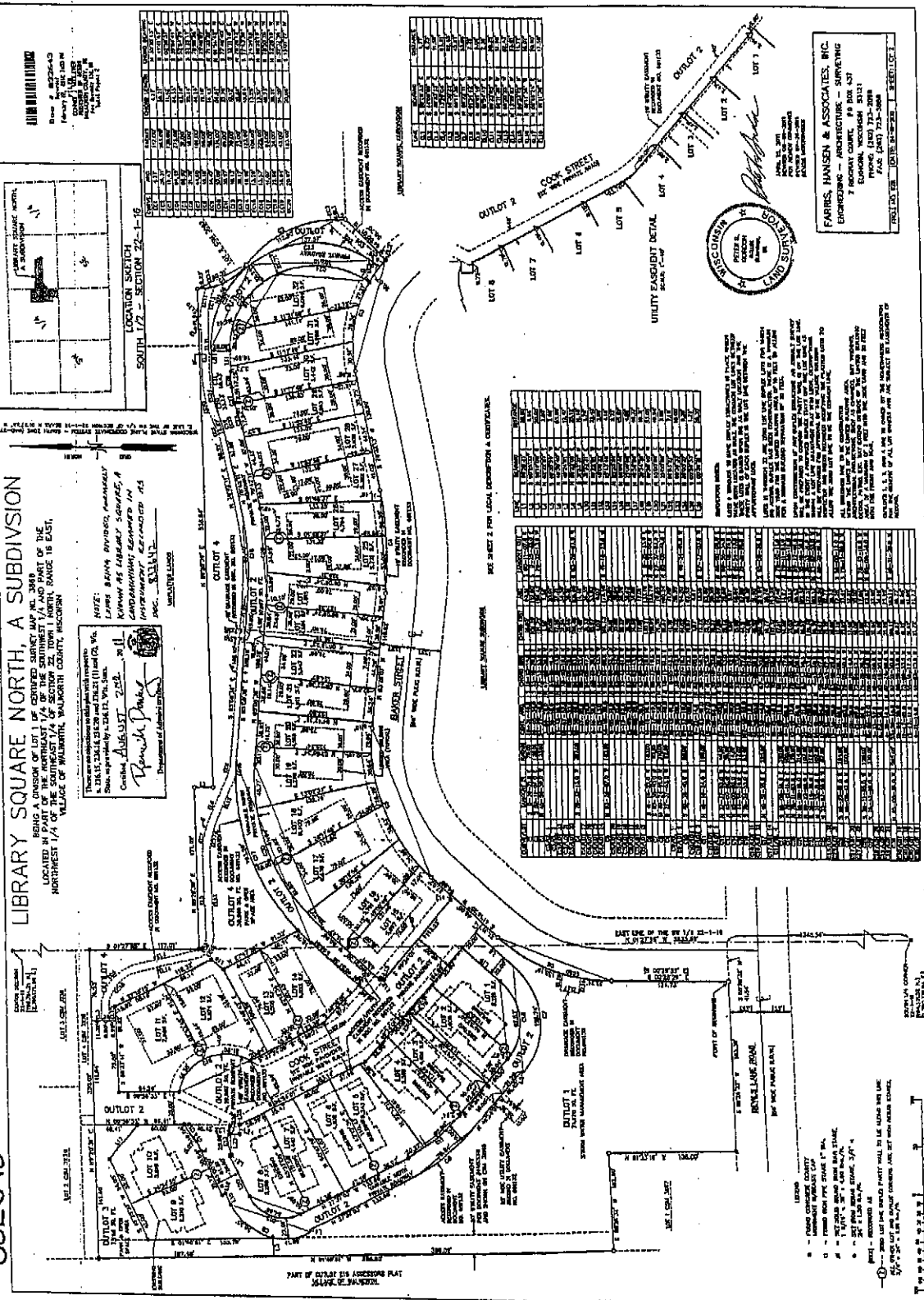
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LIBRARY SQUARE NORTH, A SUBDIVISION

BEING A DIVISION OF LOT 1 OF CERTAIN SURVEY MAP AND PART OF THE
LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 18 EAST,
NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 18 EAST,
VILLAGE OF WILMINGTON, WASHINGTON COUNTY, MINNESOTA

NOTE: BEING DIVIDED, MANUALLY
RECORDED IN THE PUBLIC RECORDS OF THE
COUNTY OF WASHINGTON, MINNESOTA, IN
VOLUME 22, PAGE 11, IN THE
YEAR 1911, BY THE
COUNTY CLERK OF WASHINGTON COUNTY,
MINNESOTA.

Created August 22, 1911
Thomas J. Dwyer
Thomas J. Dwyer



FABRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 HENRY STREET, #3 BOX 437
DUNDAS, MINNESOTA 55121
PHONE 231-1111
FAX (202) 732-1000



RECORDING NOTICE
THIS MAP WAS RECORDED IN THE PUBLIC RECORDS OF THE
COUNTY OF WASHINGTON, MINNESOTA, IN VOLUME 22, PAGE 11, IN THE
YEAR 1911, BY THE COUNTY CLERK OF WASHINGTON COUNTY,
MINNESOTA.

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