

FOURTH AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Record this document with the
Register of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.

Kaman & Cusimano, LLC

111 E. Kilbourn Avenue, Suite 1700

Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THE OAKS OF DELAVAN LAKE, A SUBDIVISION

THIS INSTRUMENT DRAFTED BY: LYDIA
J. CHARTRE, ESQ.

The Oaks of Delavan Lake, a Subdivision was created by a Declaration of Restrictions, recorded in the Office of the Register of Deeds for Walworth County on June 3, 2008, as Document No. 738141, as amended by the First Amendment to Declaration, recorded January 25, 2010, as Document No. 781670, as further amended by the Second Amendment to Declaration, recorded September 8, 2021, as Document No. 1046010 (as amended, the "Declaration") and further amended by the Third Amendment to Declaration, recorded March 25, 2025 as Document No. 1108952.

RECITAL

WHEREAS, the Oaks of Delavan Lake, a Subdivision is located in the Town of Delavan, Walworth County, Wisconsin, described on Exhibit A attached hereto (the "Subdivision"):

WHEREAS, the Subdivision consists of fifteen (15) lots (originally declared Lots 6 and 7 have been merged into one Lot known as "Lot 6" effective 1/1/24), and certain Common Areas hereafter defined;

WHEREAS, the lots as platted within the Subdivision, as well as all other portions of the Subdivision (except dedicated streets and utilities), are subjected to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors, users and owners in interest;

WHEREAS, The Oaks of Delavan Lake Homeowners Association, Inc. (the "Association"), pursuant to the rights reserved in Article 8 of the Declaration, desires to amend and restate the Declaration as follows.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association. The "Association" shall mean the corporation described in Article 2, below.

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

1.3 The Oaks of Delavan Lake Documents. "The Oaks of Delavan Lake Documents" shall consist of this Declaration, the Articles of Incorporation of the

Association, the Bylaws of the Association, and any Rules and Regulations of the Association.

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

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

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association, as may be amended by the Board.

1.7 Common Areas. The "Common Areas" shall consist of Outlots 1, 2 and 3.

1.8 Common Improvements. The "Common improvements" consist of the following, some of which may be located in Common Areas and some of which may be located in public streets: all signs on the Property generally identifying the Subdivision as The Oaks of Delavan Lake, storm water facilities and appurtenances and any improvements made by the Association in the Common Areas.

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

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

1.11 Drawings. The term "Drawings" is defined in Section 6.2.

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

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

1.14 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

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

1.16 Outlot. "Outlot" shall mean an Outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

1.17 Owner. "Owner" shall mean each fee simple owner of a Lot.

1.18 Plat. A "Plat" is the Final Plat of the Property as recorded in the Register's Office.

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

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

1.21 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Property.

1.22 Street Islands. "Street Islands" shall mean the unpaved islands located in the cul-de-sac and entrance of Oak Valley Circle.

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

1.24 Town. "Town" shall mean the Town of Delavan, Wisconsin, and its successors and assigns.

ARTICLE 2.

ASSOCIATION OF OWNERS

2.1 Administration. The Association shall administer the Property. The Association shall be a Wisconsin nonstock membership corporation formed for the purpose of maintaining, improving, policing, restoring, and preserving properties in which its members shall have common rights of usage and enjoyment. The Bylaws shall include provisions for the governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property.

2.2 Membership and Voting. Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one (1) vote for each Lot owned. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas,

the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days' notice without payment of any penalty.

2.4 Approvals. Except for proposals requiring approval by the ACC, defined below, pursuant to the Article 6 hereof, any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the ACC, defined below.

ARTICLE 3. ASSESSMENTS

3.1 Lien and Personal Obligation of Assessments. Each Owner, by acceptance of the deed to such Owner's Lot, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments, as hereinafter authorized, fixed, established, and collected from time to time as herein provided. Failure to pay in timely manner will result in the addition of late fees, interest, collection costs, including actual attorney's fees incurred by the Association to collect and place and enforce a lien on the property as set forth below.

3.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to carry out the responsibilities of the Association, including, without limitation, the payment of the necessary organization of the Association, and insurance and other costs and expenses incident to the care, maintenance, landscaping, repair, and replacement of the Common Areas, Street Islands and Common Improvements including but not limited to storm water facilities located thereon, maintenance of the storm water retention areas located on Outlots 1 and 3 as shown on the Plat.

3.3 Amount of Annual Assessment. The Board, upon the preparation of the annual budget, shall submit the budget for adoption by a majority of the Voting Members present either in person, electronically, or by proxy on the question at any annual or special meeting called for the purpose. The budget shall take into consideration existing cash reserves and the need to maintain future reasonable reserves, and the amount necessary to defray all costs and expenses of the Association in meeting its obligations and fulfilling its duties under this Declaration and the Bylaws for the following year, including, without limitation, any fees paid for auditing the books of the Association and for necessary legal services and counsel fees for the Board. Upon such adoption and approval of the annual budget, the Board shall levy an assessment against all of the Lots. Each annual assessment and levy shall be divided equally among the Lots.

3.4 Special Assessments for Extraordinary Items. In addition to the annual assessments authorized by Section 3.3 hereof, the Association may levy a special assessment, which shall be assessed uniformly against each Lot (except for those fines and costs assessed to an individual Owner due to a violation as set forth herein), for the purpose of defraying, in whole or in part, any operating deficit, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation, or maintenance of the Stormwater Management System, the Street Islands, the Road Outlots, or the Roads, provided that any such assessment shall have the assent of a majority of the Voting Members present either in person, electronically, or by proxy on the question at a special meeting, for which a quorum shall be a majority of the Voting Members, duly called by the Board for this purpose, written notice of which shall be sent via mail and/or email to all Voting Members not less than ten (10) and not more than sixty (60) days in advance, and shall set forth the nature of the proposed assessment. Upon such assent, the Board shall assess and levy such special assessment equally among the Lots.

3.5 Notice of Assessment and Levy. The Board shall declare any annual assessment or special assessment levied due and payable at any time after thirty (30) days from the date of the levy of such assessment. The Association's Secretary or other officer shall notify each Owner of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner, and the date on which the assessment becomes due and payable. The Secretary or other officer shall mail such notice by first class mail, postage prepaid, to each Owner at such Owner's last known post office address, and/or via email to the address provided by the Owner.

3.6 Nonpayment of Assessment; Remedies. If a regular assessment or a special assessment levied against any Lot remains Unpaid for a period of sixty (60)

days from the date of such levy, the Board may, in its discretion, file a claim for a maintenance lien against such Lot ("Claim"). The Claim may be filed at any time within six (6) months after the date of the levy, and shall include the unpaid assessment(s) any and all late fees, interest, costs of collection and actual attorneys' fees incurred by the Association. The Claim shall be filed in the office of the Clerk of Circuit Court of Walworth County. The Claim shall refer to the name of the Association, the name of the Person against whom the assessment is levied, a description of the Lot affected by the levy, and a statement of the amount claimed. The Claim shall be signed on behalf of the Association by two of its officers or by its counsel. The Association may, in the discretion of the Board, foreclose upon any Claim, pursuant to the provisions of Wis. Stat. § 779.70, as amended from time to time, and any additional interest, costs of collection and attorneys' fees incurred shall be added to and be a part of the Claim.

3.7 Subordination of the Lien to Certain Encumbrances. Anything contained herein to the contrary notwithstanding, the lien of the Association for assessments shall be subordinate to the lien of any first mortgage now or hereafter placed upon the affected Lot; provided, however, that such subordination shall apply only to the assessments and liens which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any Association assessment thereafter becoming due or from the lien of any such subsequent assessment.

3.8 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any.

ARTICLE 4.

MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. Each owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas, Common Improvements, Street Islands or storm water retention areas located on Outlots 1 and 3 as shown on the Plat damaged through the fault or negligence of such Owner or such Owner's family, guests, invitee or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition. Failure to comply will result in the Association hiring

contractors to maintain the yard and to maintain any structures not in good repair and condition upon fifteen (15) days' notice of the same to the Owner. The costs of these services will be billed to the Owner. In addition, an HOA administration fee of \$300 will be billed to the Owner. The costs and administration fee shall be considered special assessments against the Lot per Section 3.4 above.

4.2 Outlot Ownership. Outlots 1 and 3 shall be owned by the titleholders of the Lots of The Oaks of Delavan Lake, a Subdivision. Each titleholder of Lots 1 through 8 shall hold a 1/24 undivided interest in Outlots 1 and 3 and each titleholder of Lots 9 through 16 shall hold a 1/12 undivided interest in Outlots 1 and 3. The Owners of Outlots 1 and 3 shall be responsible for the maintenance of the storm water management practices through the Owners Association.

4.3 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Areas, Common Improvements, and Street Islands, including signage, landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas. The Association shall also maintain the storm water retention areas located on Outlots 1 and 3 as shown on the Plat. By acceptance of a deed to a Lot, each Owner hereby acknowledges that the costs to maintain storm water detention areas located on Outlots 1 and 3 as shown on the Plat may be assessed in accordance with Section 3.1 above.

(a) The Town may assess each Owner for any maintenance, inspection or repairs made to the storm water facilities or its appurtenances, that have not been done satisfactorily by the Owners or the Association. By the recording of this Declaration of Covenants, Conditions and Restrictions for The Oaks of Delavan Lake, a Subdivision, and the subsequent acceptance of a deed to real property located therein by the Owner, whether or not it shall be expressed in any such deed, the Owner is deemed to covenant and agree pursuant to Wis. Stat. § 66.0703(7)(b) to waive any notice and hearing required under Wis. Stat. § 66.0703(7) for special assessment as would be required prior to making necessary repairs to improvements or correcting violations to this Declaration, that affect the Town's interests herein. The Town may also, pursuant to Wis. Stat. § 66.0627, specially charge any and all Owners, pursuant to the requirements of that section. The expenses that shall be reimbursed shall include, but not be limited to, any reasonable engineering, landscaping, land planning or legal fees incurred in the process of the inspection, repair, or maintenance, or as otherwise necessary in the collection of said fees, but not limited to the aforementioned expenses. Said expenses may be attached to the tax roll and charged interest at one percent (1 %) per month if not paid in a timely manner.

(b) The Town's failure to act shall not prevent or estop it from enforcement under the terms of these Declarations as it is interests.

4.4 Maintenance of Street Islands. The Association shall at all times manage and maintain the Street Islands. At no time shall those who maintain the Street Islands be deemed employees of the Town. If any judicial or quasi-judicial findings are made that they are employees of the Town, the Association and/or Lot Owners shall indemnify the Town of all expenses incurred as a result of said findings, including but not limited to actual attorney fees, taxes, interest, penalties assessed, and any municipal or state benefits to which they may be entitled.

(a) If the Association and/or Lot Owners fail to properly manage and maintain the Street Islands, the Town may perform any and all tasks necessary to properly manage and maintain the Street Islands. Upon the Town commencing this work, Association and/or Lot Owners shall reimburse the Town for the Town's actual expenses, including but not limited to attorney fees and Town employees' wages and benefits, by payment upon demand or by special charge.

(b) The Association and/or Lot Owners shall indemnify and hold the Town harmless for any liability that arises out of the management and maintenance of the Street Islands performed by the Association, Lot Owners or the Town.

ARTICLE 5.

RESTRICTIONS ON USE OCCUPANCY

5.1 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions of The Oaks of Delavan Documents and any Rules related thereto, or (3) the establishment of offices by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

5.2 Connection Between Ownership and Occupancy of Lots. Each Lot must be occupied by its Owner; the Owner's equitable beneficiary; the Owner's tenants; the Owner's shareholder, director, member, partner, employee, trustee or officer; or a

member of the Owner's immediate family. For purposes of this section, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or inlaws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of The Oaks of Delavan Documents caused by an Occupant. The Association will need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant. Any Owner may lease a residence on a Lot for a term of not less than six (6) months. Any lease or rental agreement must be in writing.

5.3 Vehicles.

(a) No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.

(b) All motor vehicles owned or used by an Owner or occupants other than temporary guests and visitors of the Owner shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that it becomes unavailable for parking motor vehicles therein. Owners and occupants shall not park vehicles in the streets of the subdivision except as necessitated by driveway construction or maintenance. Except for temporary parking as defined later, no mobile home, trailer, motor home, tractor, truck, commercial vehicle of any type, camper, boat or other water craft, boat trailer, motorcycle, motorized bicycle, motorized go-cart or similar vehicles, inoperable vehicles or other vehicles deemed to be unsightly by the Architectural Control Committee shall be parked or stored outdoors in The Oaks of Delavan Lake. Temporary parking of boats and vehicles in driveways shall be allowed between April 15th and November 15th of each year and shall be on site no more than a total of ninety (90) days per year or no more than two weeks at a time during such seven (7) month period. The purpose of this provision is to provide an aesthetically pleasing subdivision for all residents. The Architectural Control Committee shall use its best efforts to fulfill this purpose for the good of all owners.

5.4 Maintenance and Waste. Each Owner shall maintain, at his or her expense, his or her Lot, buildings, improvements, and landscaping in good repair and a clean condition, including, without limitation, the maintenance of natural tree and plant cover, removal of noxious weeds, mowing of lawns, trimming of plants, repainting and repair of structures and fencing, repairing of drive and walk surfaces, and such other measures so as to maintain a clean and orderly environment and in

accordance with the declared general purpose of this Declaration. No part of the subdivision may be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept on a Lot, except in sanitary containers. Chemical treatment of plants and ground cover shall in no way alter, destroy, or contaminate the natural environment or water quality except in the case of noxious or dangerous plants or weeds.

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

5.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.7 Noxious Activity. No noxious or offensive activity shall be carried on in the Subdivision or the Common Areas, and nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each Owner, and his or her Family, tenants, guests, and invitees, shall refrain from any act or use of a Lot, or any other part of the Subdivision, which could cause disorderly, unsightly, or unkept conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of The Oaks of Delavan Lake. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm services, shall be located, used, or placed within The Oaks of Delavan Lake. No Owner, nor his or her Family, tenants, guests, or invitees, shall operate any motorized recreational vehicles of any kind, including, without limitation, dirt bikes, personal recreational vehicles, go-carts, or all-terrain vehicles, within The Oaks of Delavan Lake. Any Owner, and his or her Family, tenants, guests, or invitees, who violates any part of this section shall be liable to the Association for the actual costs of removing the nuisance. At no time shall any Owner, family, tenant, guest or invitee be permitted or otherwise allowed to access the storm water facilities for purposes of water related recreational activities, without first obtaining the Town's written permission.

5.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

5.9 Signs. No Owner or Occupant may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Lot which are visible from the public streets or Common Areas without the prior written consent of the Board, except that an Owner may within the Unit erect or post a temporary sign of customary and reasonable dimension relating to political elections, an open house, or a Lot/residence for sale. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. The Board may at its discretion, in particular circumstances, or in general, delegate its right to consent under this section to the ACC described in Article 6. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. There shall be no signage placed in the Street Islands without first obtaining written approval from the Town.

5.10 Environmental Matters. Each Owner and Occupant shall comply with all applicable Rules, governmental statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any hazardous substances, pollutants or contaminants.

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

5.12 Animals. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Subdivision, except as hereinafter set forth. There may be up to but no more than two (2) cats or two (2) dogs or two (2) cats and one (1) dog or one (1) cat and two (2) dogs and other small household pets (such as fish, canaries, or parakeets) kept at each residence on a lot. Notwithstanding, the foregoing, certain breeds of dogs which include but shall not be limited to the following: Rottweiler, Doberman, pit bulls and wolf hybrids shall not be permitted to be kept within the Subdivision by any Owner or Occupant. No animals within the Subdivision shall be kept, bred or maintained for any commercial purposes. No animal shall be permitted, which causes an unreasonable disturbance as determined by the Board, at the Board's sole discretion. The Board shall establish and enforce rules and regulations regarding animals which shall be followed by all Owners and Occupants which keep animals. The Board may order the removal of any animal at any time in its sole discretion after notice and a hearing if such animal is or becomes offensive, a nuisance or harmful in any way to the Subdivision or those occupying or owning therein. The Association may charge a fee of any animal owner to cover the Association's administrative or enforcement costs. All animals shall be housed

indoors and, if allowed outdoors, shall be kept on a leash. Any animal excrement in portions of the Subdivision other than the animal owner's Lot shall be removed immediately by the Occupant of the residence in which the animal resides. A violation of the provisions of this paragraph shall subject the Lot owner responsible for such violation to additional special assessments by the Board for the enforcement costs, including, but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board.

5.13 Subdivision of Lots. No Lot shall be further divided or subdivided into smaller Lots or parcels of land, thus ensuring that the Lots shall not be reduced in size to an area less than the size of said Lot when originally sold. The foregoing shall not prohibit the combination of Lots into larger, fewer Lots.

ARTICLE 6.

ARCHITECTURAL CONTROL

6.1 Architectural Controls: Restrictions on Development.

(a) Architectural Control Committee. There is hereby established an Architectural Control Committee ("ACC"), which shall have the duty of enforcing the provisions of this section in accordance with the general purpose of this Declaration, and which shall have the rights and obligations set forth in this Declaration, and any powers necessary to exercise those rights and to enforce this Declaration. Notwithstanding the foregoing, the ACC may waive, which waiver must be in writing, any of the provisions of this Article if, in the sole and absolute discretion, aesthetic interpretation, and judgment of the ACC, such waiver is consistent and compatible with the overall scheme of development of The Oaks of Delavan Lake, provided that no such waiver shall violate local ordinances or effectively revoke an appeal previously granted in writing hereunder. No such waiver shall be interpreted as preventing the ACC from requiring at any time, and from time to time, strict compliance with the provisions of this Article.

(b) The ACC shall consist of no fewer than three (3) and no more than five (5) members. The ACC may designate by a unanimous vote a representative to act for it, in which case such representative shall have and may exercise all of the powers to the ACC until such designation has been revoked by a unanimous vote of the ACC. All construction per ACC approved plans must be completed within 24 months of ACC approval noted by issued occupancy permit, if applicable.

(c) The Board shall appoint the members of the ACC.

(d) Neither the members of the ACC, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. All members of the ACC must own an interest in a Lot.

6.2 No Development Without Prior Approval.

- (a) Not less than sixty (60) days prior to:
- (1) commencement of construction of any Building or other improvements on any Lot,
 - (2) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto, or
 - (3) the demolition of any Building or other improvements on any portion or portions of such property, or
 - (4) the painting, decoration or alteration of the exterior of any Building or other improvement on such property, or
 - (5) the installation of an awning, enclosure, hot tub, deck, garden, swimming pool, grading, mailboxes, fixed grill, fences or other landscape features on any such Property.

The Owner(s) of such property shall submit to the ACC for consideration as described below two copies of written information, which shall include a survey of such property prepared by a licensed surveyor, qualified engineer, architect or designer experienced in residential design ("Drawings") showing:

- i. the proposed location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,
- ii. detailed proposed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view, and
- iii. the proposed landscaping.

The Drawings shall reflect the proposals in i, ii and iii, above, which are appropriate to be shown on the survey. Any of the actions described in clauses (1)

through (5) above may be taken (subject to subsection (c) following) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in subsection (c) following, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (1) through (5) above shall take place without the approval by the ACC of the Drawings for such actions, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

6.3 Standards and Procedural Matters of Consideration.

The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees as provided in Section 5.4, and such other matters proposed in such Drawings comply with the terms of this Declaration and the Town ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. No exterior yard or street flood lighting shall be allowed to shine onto another Lot Owner's property. Only low wattage coach lamps or shoebox down lighting shall be allowed. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). The ACC may not disapprove of any reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto. Approval must be express and in writing.

The failure of the ACC to approve, object or acquiesce conditionally as above within sixty (60) days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the ACC stated that it has no objection to the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval then such approval shall

be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner, and provided further that the initial driveway need not be completed until twelve (12) months after the date on which the occupancy certificate for the residence is issued.

(c) Prior Approval for Changes. If after the completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the Owner shall comply with the provisions of subsection (a) above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.

(d) Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may but need not require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC will engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The owner will be notified of the need for engagement of consultants as well as the fees that will be incurred. Such fees will be a special assessment to the Owner as set forth in Section 3.4. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

(e) Separate Town Approval. Matters which require approval of the ACC may also require approval of the Town. Obtaining approval from the ACC and from the Town is solely the responsibility of the Owner desiring approval. Approval of Drawings and requests by the ACC shall not be deemed approval by the Town and approval by the Town shall not be deemed approval by the ACC. All deviations from the grading plan as presented with the Final Plat shall be approved in writing by the Town.

(f) Uniformity Standards: Waiver. Certain standards of architectural control are set forth in Sections 6.3 through 6.8 below. The ACC may

adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard in Sections 6.1 through 6.6, except for Town approvals in Section 6.2(e) herein, and may waive any floor area requirements in Sections 6.4 and 6.5 by up to 10%. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard as above even in the absence of an "unnecessary hardship" those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

(g) Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense occurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

4.5 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot or on the unimproved portions of such properties, except as erected or installed by the Association or any individual Owner with written approval of the ACC, and, in each case, in compliance with Town ordinances. Notwithstanding the foregoing, no antenna, aerial, satellite dish or cable for television or radio reception shall be installed on the front elevation of any Building on a Lot. Any satellite dish approved by the ACC shall be the smallest sized satellite dish available and shall be installed to face the rear yard of the Lot.

4.6 Minimum Home Size Requirements. Lots 9 through 16

(a) Only one single-family home may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes exclusive of porches, garages, patios, and similar additions:

<u>Residence Type</u>	<u>Minimum Size</u>
One story	2300 square feet
More than one story	3000 square feet with a minimum of 1200 square feet on the first floor

(b) For purposes hereof, "more than one story" includes homes referred to as one and a half story, two story, split level or tri-level. The type of residence and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

(c) No Building within the Subdivision shall exceed a height of thirty-five feet measured from the median elevation of the Lot.

4.7 Minimum Home Size Requirements. Lots 1 through 8

(a) Any lots combined with other lots to create an acre or more shall be subject to the acre lot requirements of a minimum of 2,300 square feet for a one-story home and a minimum of 3,000 square feet for more than one story with a minimum of 1,200 square feet on the first floor.

(b) Only one single-family home may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes exclusive of porches, garages, patios, and similar additions:

<u>Residence Type</u>	<u>Minimum Size</u>
-----------------------	---------------------

One story	1800 square feet
More than one story	2400 square feet with a minimum of 1200 square feet on the first floor

(c) For purposes hereof, "more than one story," includes homes referred to as one and a half story, two story, split level or tri-level. The type of residence and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

(d) No Building within the Subdivision shall exceed a height of thirty-five (35) feet measured from the median elevation of the Lot.

4.8 Garages, Storage Sheds and Driveways.

(a) Each residence on a Lot shall have an attached garage containing a minimum of 500 square feet and a maximum of 1,250 square feet. Driveways shall be paved within twelve (12) months of Owner's receipt of an occupancy permit for Owner's Lot with a hard surface material acceptable to the ACC and, within its jurisdictional limits, the Town. Garages must be constructed at the time of construction of the residence and all exterior features must be completed prior to occupancy of the residence.

(b) For lots 9-16 all garage doors shall be positioned so that the garage doors do **not** face the street. There are no garage door facing restrictions for lots 1-8.

(c) All storage sheds and garages shall be of a style, color and building material consistent with the residence on the Lot. Approval for sheds and garages is required under Section 6.2. If an Owner desires to connect electricity to a shed or detached garage, whether at or after the time of initial construction, the installation of electrical connections must be underground.

4.9 Driveway Requirements Specific to Certain Lots.

(a) Lot 8 must be accessed from Linn Road with the driveway access positioned on the western half of Lot 8.

(b) Lot 9 must be accessed from Oak Valley Circle with the driveway access positioned on the western half of Lot 9.

(c) Lot 16 must be accessed from Oak Valley Circle with the driveway access positioned on the western half of Lot 16.

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

(a) All Building exteriors shall be natural stone, brick, cedar (or hard siding that looks like cedar) or a combination thereof.

(b) A residence shall have a roof made of wood shakes, tile, natural slate, metal, dimensional shingles or an artificial slate approved by the ACC, with a minimum pitch ratio of 6:12, or such other pitch as is specifically approved by the ACC. The foregoing notwithstanding, the roofs on residences on Lots I - 8 of the Subdivision may be composed of dimensional three (3)-tab shingles and may have a minimum pitch ratio of 4:12, or such other pitch as is specifically approved by the ACC.

(c) The ACC shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.

(d) The ACC shall be acting reasonably if it requires that, on Lots with significant slopes as determined by the ACC, portions of basement walls be exposed to allow for a more natural transitions between residences. Any such exposed basement of foundation walls shall be covered with material consistent with the overall architecture of the residence.

(e) No soil shall be removed from any Lot, nor excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved drawings. Even if so approved, the final grades (sometimes called "finish grade") of a Lot must conform to grading plans approved by the Town. No owner or occupant shall alter the finish grade such that the grade differs from the grading plans approved by the Town. It is required that a detailed "site, grading, drainage and erosion control plan" be prepared by a professional engineer and approved by the ACC. This can be done conjunction with the building permit survey.

(f) No above-ground pools shall be installed. In-ground pools may be installed on a Lot only with approval of the ACC, which will be acting reasonably if it does not approve an in-ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-enclosing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool.

(g) Without limiting the authority of the Association generally, the costs of enforcing the covenants in may be assessed to an offending Owner as a special assessment on such Lot under Article 3.

(h) All utilities shall be installed underground.

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

(j) All fencing must be approved by the ACC prior to installation. The ACC shall make the final determination on what fencing will be permitted and the location of all fencing. No fence erected on any Lot affected by the Declaration shall be higher than six (6) feet from the graded surface of the ground on which said fence is erected. No chain link fencing shall be permitted. No fences shall be permitted on boundary lines between lots.

ARTICLE 7. INSURANCE

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

7.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence. The Association shall name the Town as an additional insured under the Association's liability policy. Said coverage shall specifically insure and recognize the Association's indemnification agreement with the Town, as more specifically stated herein.

7.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common

Areas or Common Improvements, Liability coverage and other insurance proceeds shall be applied as the Association directs.

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

7.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

7.6 Acts of Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might

- (a) result in termination of any such policies,
- (b) adversely affect the right of recovery thereunder,
- (c) result in reputable insurance companies refusing to provide such insurance, or

(d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of,

- 1 the size, design or composition of a Building,
- 2 anything done or kept in a property subject to this Declaration, or
- 3 the failure of an Owner or Occupant to comply with Association Insurance requirements, or
- 4 the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or

Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

7.7 Exclusions From Coverage. Association Insurance coverage shall exclude:

(a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and

(b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 8.

AMENDMENT OF DECLARATION

8.1 General. This Declaration and all terms and conditions hereof shall constitute covenants and restrictions running with the Property forever, and shall be binding upon all persons claiming an interest in a Lot or any portion of the Property. This Declaration may be amended by recording an instrument executed by on or behalf of the Owners of at least seventy-five (75 %) of the Lots subject hereto. Each Owner shall have the right to cast one vote for each Lot owned by that Owner. All such amendments related to Covenants in which the Town has a stated interest shall require written approval on the recorded document, by the Town.

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

ARTICLE 9.

RIGHTS OF MORTGAGE HOLDERS

9.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address

of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

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

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

(c) Any proposed action that requires the consent of a Mortgage holder as specified in Article 8.

9.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 10.

LOT OWNERSHIP; TRANSFER

10.1 Acknowledgment of Documents. All Lot Owners must sign a document acknowledging the receipt and governance of these covenants and restrictions. In the event a Lot Owner sells their Lot, the Owner must submit to the HOA Board of Directors, a signed document from the purchasers/new owners acknowledging the receipt of and the governance of these covenants and restrictions prior to closing.

10.2 Information Required. All Lot Owners must provide in writing to the HOA Board of Directors the following information and update this information within 60 days with any changes:

- (a) Name of legal property owner(s)
- (b) Address of legal property owner(s) (c) Email address
of legal property owner(s)
- (d) Phone number of legal property owner(s).

10.3 Transfer Fee. The seller of a Lot shall be required to pay an administrative fee for closing/HOA form completion of \$50.

ARTICLE 11.

REMEDIES FOR VIOLATION BY OWNER; FINING AND ENFORCEMENT

11.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner or the Town, if noncompliance involves a Covenant in which the Town has a stated interest, may bring an action because of such noncompliance. The "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof shall be entitled to recover from the other party the prevailing party's costs incurred in enforcing this Agreement, including its reasonable attorneys' fees, in addition to any other relief to which the prevailing party is entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

11.2 Owner or Occupant Violation: Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association or Town, the Association shall have the right, but not the obligation to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 3.4. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

11.2 In addition to the rights set forth above, the Association shall also have the right to fine for violations of the law, this Declaration, the Bylaws, or the Rules. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration of Covenants, Bylaws, rules and regulations (herein collectively "HOA Documents"):

(a) A WRITTEN WARNING for a Lot Owner or resident's first violation of the HOA Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Lot owners comply with the HOA Documents.

(b) FIFTY DOLLARS (\$50.00) shall be assessed against a resident or Lot Owner for a second violation of the HOA Documents (or for the violation that remains after the Lot Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.

(c) ONE HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Lot Owner for each successive violation of the HOA Documents.

(d) Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation of the HOA Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

(1) The violation is in direct defiance of a previous mandate from the Board of Directors.

(2) The violation was malicious in its intent.

(3) The violation is evidence of a pattern of the resident's or Lot Owner's non-compliance with the HOA Documents.

(4) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (i.e. if alterations are made that cannot be restored to their original state.)

Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

Any fines against a Lot/Lot Owner, if unpaid, shall be treated the same as a special assessment under Section 3.4 above, and shall incur interest, costs of collection and actual attorney's fees, all of which shall be the personal obligation of the Lot Owner and a lien upon the Lot until paid. The Association, at its option, may also access the Lot and remove the violation at the Lot Owner's expense, and all costs incurred in such removal/remediation of the violation shall also be treated as a special assessment against the Lot as above stated.

11.2. Attorney Fees

(a) The Board may also assess a Lot owner who has violated the HOA Documents for the actual attorney fees incurred associated with reviewing the facts and HOA Documents and advising the Board.

(b) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Lot owner or defend any claim or allegation by a Lot owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Lot owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Lot owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Lot owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

Any Lot Owner or resident who has been accused of violating the HOA Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

11.2 GRIEVANCE COMMITTEE RULES AND PROCEDURES:

- (a) The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- (b) The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.
- (c) For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- (d) Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

- (e) Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - (1) A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
 - (2) The hearing shall be divided into two (2) sections:
 - a. The hearing.
 - b. The determination and decision.
 - (3) The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 - (4) The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
 - (5) If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
 - (6) If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
 - (7) The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

(f) The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

- (1) The award was procured by corruption, fraud or undue means;
- (2) There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
- (3) The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
- (4) The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made

ARTICLE 12.

EASEMENTS

12.1 Right of Entry. A right of entry to each Lot is reserved to the Association, the Town, and the Delavan Lake Sanitary District, to service utility installations and drainage facilities located on, in or under such Lot or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations and drainage facilities. In case of emergency, entry by the Association, the Town, and the Delavan Lake Sanitary District, onto any such Lot may be made immediately, whether the Owner or Occupant of such Lot or Outlots is or is not present and without liability of the Association, or the Town, or the Delavan Lake Sanitary District, or their agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency room entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

12.2 Drainage. An easement is reserved to the Association, the Town, and the Delavan Lake Sanitary District, over Lots for the installation and maintenance of drainage tile, swales, streams or other storm sewer and drainage system elements or easements which include but are not limited to those easements depicted and described on Exhibit B attached hereto or as shown on the Plat or in any Storm Water Management Plan referenced in Section 4.1.

ARTICLE 13.

CONSTRUCTION AND EFFECT

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

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

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

13.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

13.5 Remedies. All remedies herein are cumulative.

13.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

13.7 Zoning Code, Developer's Agreement and Storm water Drainage Maintenance Agreement. Nothing contained herein nor any amendments hereto shall be constructed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control ordinance of the Town, the Development Agreement between the Town regarding the development of the Subdivision or Stormwater Maintenance Agreement, except as specifically modified in writing by the Town.

[Signature and acknowledgment are on the following pages.]

This Third Amended and Restated Declaration complies with the requirements of the Declaration in that it has been approved by Owners of at least seventy-five percent (75%) of the Lots and has received the written approval of the Town of Delavan.

IN WITNESS WHEREOF, the Association has executed this Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Oaks of Delavan Lake, a Subdivision this 27 day of May, 2025

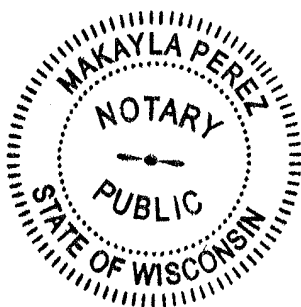
THE OAKS OF DELAVAN LAKE
HOMEOWNERS ASSOCIATION, INC.,
a Wisconsin Non-Stock Corporation,

By: Linda Bantz

Oaks of Delavan Lake President

STATE OF WISCONSIN)
)ss.
COUNTY OF WALWORTH)

This document was acknowledged before me by Linda Bantz as President of The Oaks of Delavan Lake Homeowners Association, Inc. on this 27th day of May, 2025.



Makayla Perez

Notary Public, State of Wisconsin

Name: Makayla Perez

My Commission Expires: 7/18/2027

EXHIBIT A

Legal Description

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, and 16, and Outlots 1 through 3, both inclusive, of The Oaks of Delavan Lake, a subdivision which is a redivision of Lots 2, 3 and 4 of Certified Survey Maps No. 1907, located in part of the southeast 1/4 of the southwest 1/4 of Section 21, Town 2 North, Range 16 East, Town of Delavan, Walworth County, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
FOAK 00001	6362 Linn Road
FOAK 00002	6354 Linn Road
FOAK 00003	6350 Linn Road
FOAK 00004	6348 Linn Road
FOAK 00005	6344 Linn Road
FOAK 00006	6340 Linn Road
FOAK 00008	6332 Linn Road
FOAK 00009	6331 Oak Valley Circle
FOAK 00010	6339 Oak Valley Circle
FOAK 00011	6351 Oak Valley Circle
FOAK 00012	6353 Oak Valley Circle
FOAK 00013	6355 Oak Valley Circle
FOAK 00014	6354 Oak Valley Circle
FOAK 00015	6344 Oak Valley Circle
FOAK 00016	6332 Oak Valley Circle
FOAK 00017	6347 Oak Valley Circle (Outlot 1)
FOAK 00019	6342 Oak Valley Circle (Outlot 3)