

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE RESIDENCES AT TIMBER HILLS
SUBDIVISION**

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Name and Return Address

Arndt, Buswell & Thorn, S.C.
101 West Oak Street
Sparta, WI 54656

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made on the date hereafter stated by The Residences at Timber Hills, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

Developer is the owner of all the real estate located in The Residences at Timber Hills, City of Sparta, Monroe County, Wisconsin, and legally described in Exhibit A attached hereto ("Property"). Developer desires to make the Property subject to all of the covenants, conditions and restrictions of this Declaration for the purpose of protecting the value and desirability of the Property.

DECLARATION

NOW THEREFORE, Developer hereby declares that the Property is and shall be subject to all of the provisions of this Declaration and shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved, and maintained subject to all of the provisions of this Declaration, which provisions shall run with the title to the Property and shall be binding upon and inure to the benefit of Developer and all Owners of the Property.

**ARTICLE I
DEFINITIONS**

As used throughout this Declaration, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.01. ARC. The term "ARC" shall mean the architectural review committee as established herein.

1.02. Declaration. The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions and all amendments thereto.

1.03. Developer. The term "Developer" shall mean The Residences at Timber Hills, LLC, a Wisconsin limited liability company, its successors and assigns.

1.04. Improvement. The term "Improvement" shall mean and refer to any building, structure, object or device constructed, erected or placed upon any Lot which in any way affects the exterior appearance of the Lot. Improvements shall include by way of illustration and not limitation, buildings, sheds, foundations, structures, mailboxes, decks, patios, swimming pools, utility lines, roads, driveways, walkways, paving, curbing, parking areas, grading, excavation, trees, shrubbery, landscaping, fences, exterior lighting, screening, walls, signs and any other man-made changes or alterations to the condition of the Lot on the date of this Declaration.

1.05. Lot. The term "Lot" shall mean any of the Lots in The Residences at Timber Hills subdivision to the City of Sparta, Monroe County, Wisconsin, as legally described herein, and any Improvements located thereon. In the event that any Lot is combined or subdivided pursuant to Article 9.02 hereof, then each new parcel created by said approved combination or subdivision shall thereafter be considered a Lot.

1.06. Occupant. The term "Occupant" shall mean and include any Owner and the family members, guests, tenants, agents, servants, employees and invitees of any Owner, and any other person who occupies or uses any Lot. All actions or omissions of any Occupant are and shall be deemed the actions or omissions of the Owner.

1.07. Owner. The term "Owner" shall mean and refer to the record owner, including Developer, of fee simple title to any Lot. A land contract purchaser shall be considered an Owner after the date of closing of the land contract.

1.08. Property. The term "Property" shall mean all of the Lots in The Residences at Timber Hills Subdivision to the City of Sparta, Monroe County, Wisconsin, and any Improvements thereon, or any portion thereof.

ARTICLE II EASEMENTS

2.01. Reservation of General Access Easement. Developer does hereby establish and reserve for itself and the ARC and their respective agents, employees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the purpose of providing ingress to and egress from each Lot for: (a) inspecting each Lot in order to determine compliance with the provisions of this Declaration and (b) taking any action permitted to be taken by Developer or the ARC pursuant to any of the provisions of this Declaration. Upon completion and occupancy of any residence, except in the event of

emergencies, the foregoing easement shall be utilized only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant of such residence.

2.02. Reservation of Easement for Stormwater Drainage. Developer does hereby establish and reserve for itself and the ARC and their respective agents, employees, successors and assigns, for the benefit of all Owners of any portion of the Property, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the flow of stormwater in such locations as necessary to protect the Property. No Owner shall grade, modify or obstruct any swale or drainage way so as to impede the flow of surface water from or onto other Lots. The easement established and reserved herein shall include the right to excavate, grade and fill and to otherwise take all other action reasonably necessary to establish appropriate stormwater drainage patterns; provided, however, that such easement does not impose any duty or obligation upon Developer or the ARC to perform any of the foregoing actions.

ARTICLE III ARCHITECTURAL REVIEW COMMITTEE AND APPROVALS

3.01. Purpose of the ARC. The purpose of the ARC shall be to approve, approve with conditions or disapprove any plans and specifications for any proposed Improvement that are submitted to the ARC, to respond to inquiries from any Owner regarding this Declaration and to take any enforcement or other action that is both authorized by this Declaration and deemed appropriate by the ARC in the circumstances.

3.02. Composition of the ARC. The ARC shall consist initially of the Developer. Developer may appoint up to two (2) additional members to serve on the ARC with Developer. Any members so appointed may be removed by Developer at any time. Developer and any members appointed by Developer shall cease to be members of the ARC on a date that is one year after the first day on which Developer no longer owns any portion of the Property. Notwithstanding the above, Developer may resign from the ARC (which resignation shall also be effective for any members appointed by Developer) by giving written notice to each Owner.

3.03. Continuation of the ARC. If a majority of the Owners wish to continue the ARC beyond the date Developer and members appointed by Developer cease to be members of the ARC, then the Owners shall elect three (3) Owners to serve on the ARC. One Owner shall be elected for a one-year term, one for a two-year term, and one for a three-year term. Thereafter, one (1) Owner shall be elected or re-elected each year for a three-year term to take the place of the Owner whose term is expiring. Said elections shall be by majority vote of the Owners present in person or by proxy at a meeting of Owners called by written notice for this purpose.

3.04. Procedure and Meetings. While Developer serves as a member of the ARC, meetings shall be held at such time and place as Developer determines is necessary to conduct the business of the ARC. Thereafter the scheduling of meetings shall be determined by the members of the ARC. A majority of the members shall constitute a quorum of the ARC for the transaction of business and the affirmative vote of a majority of those members present in person or by proxy at a meeting of the ARC shall constitute the action of the ARC on any matter which comes

before it. The ARC shall have the right from time to time to adopt and establish such rules and regulations as may be determined to be necessary concerning the procedure, notice of meetings and all other matters concerning the conduct of the business of the ARC.

3.05. Approval of Plans and Specifications.

A. No Improvement (as defined in Article 1.04) of any kind shall be erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot unless plans and specifications therefore have been submitted to and approved by the ARC.

B. The ARC is hereby authorized and empowered to approve, approve with conditions or disapprove all plans and specifications for any Improvements on any part of the Property. Prior to commencement of any Improvement on any Lot, the Owner thereof shall submit to the ARC plans and specifications and all related information requested by the ARC for the purpose of evaluating the proposed Improvement. It is the sole responsibility of the Owner to consult with the ARC to determine what information the ARC believes is necessary to adequately evaluate the proposed Improvement.

C. The ARC shall, in its sole discretion, approve, approve with conditions or disapprove any proposed Improvement. Notwithstanding anything herein to the contrary, no ARC approval is required for an Owner to make interior improvements and alterations that do not affect exterior appearance.

D. The ARC's decision to approve, approve with conditions or disapprove any proposed Improvement may be based on any grounds that the ARC believes in good faith to be appropriate, including but not limited to purely aesthetic considerations, failure to comply with any provisions of this Declaration, failure to provide requested information, objection to exterior design, appearance or materials, objection on the grounds of incompatibility with other Improvements on the Property, objection to the landscaping plan, color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the ARC, would render the proposed Improvement inappropriate for the Property. Approval of plans and specifications by the ARC for Improvements to one particular Lot shall not be deemed an approval, or otherwise obligate the ARC to approve similar plans and specifications or any of the features or elements thereof for any other Lot.

E. In the event the ARC fails to approve plans and specifications for any proposed improvement within thirty (30) days after receipt by the ARC, then those plans and specifications will be deemed to have been disapproved.

F. Any revisions, modifications or changes to any plans and specifications previously approved by the ARC must be approved in the same manner as the original plans and specifications.

G. If construction of approved Improvements has not substantially commenced within one year of approval, then the original approval shall be void and the Owner

shall resubmit all plans and specifications to the ARC for approval in the manner specified above.

H. It is the sole responsibility of the Owner to secure approval for all aspects of any proposed Improvement. Any Improvement that is constructed, erected or placed on any Lot without approval of the ARC shall be deemed disapproved for a period of three years from the date of completion of the Improvement. In the event that an action for enforcement with respect to the disapproved Improvement is not undertaken pursuant to Article VIII of this Declaration within three years of the date of completion, then that Improvement shall be deemed approved. Notwithstanding the above, the ARC shall have the authority, in its sole discretion, to approve an Improvement after its completion, if the ARC believes the Improvement would have been approved had the appropriate plans and specifications been submitted to the ARC prior to the start of the Improvement.

3.06. ARC Not Continued. In the event that the Owners do not continue the ARC as permitted by Article 3.03 hereof beyond the date Developer and members appointed by Developers cease to be members of the ARC, then the approvals under Article 3.05 hereof are no longer required. However, regardless of the existence of the ARC, the restrictions contained in Article IV are applicable to all Improvements.

3.07. No Implied Variance. The approval of any plans and specifications under this Article III shall not be presumed to grant any variance from the provisions of Article IV of this Declaration, unless the specific provisions of Article 4.18 are also complied with.

3.08. Subsurface Conditions. The approval of plans and specifications by the ARC for any Improvements on a Lot shall not be construed in any respect as a representation or warranty by the ARC to the Owner submitting such plans and specifications or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvements contemplated. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any Improvements contemplated thereon.

ARTICLE IV

TIMBER HILLS HOMEOWNER'S ASSOCIATION, INC.

4.01. General. All Lot Owners of Lots 1 through 33, including any of such Lots combined or subdivided, shall be entitled and required to be a member of an association of Lot Owners known as Timber Hills Homeowners Association, Inc. (the "Association"), which shall be responsible for contracting for snow and ice removal on driveways and sidewalks and lawn care. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. Lots 34 through 47 of the subdivision shall not be members of this association and shall not be subject to the rights, duties, obligations, or general or special assessments set forth in this Article IV.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), this Declaration, and Wis.

Stat. ch. 181 (the “Wisconsin Nonstock Corporation Law”). All Lot Owners, tenants of Lots, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association, this Declaration, the Articles, and the Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate rules and regulations from time to time, and shall distribute to each Lot Owner the updated version of such rules and regulations upon any amendment or modification to the rules and regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Lot Owners.

4.02. Developer Control. Notwithstanding anything to the contrary contained in this Declaration, Developer shall totally govern the affairs of the subdivision and pay all expenses thereof until a Lot has been sold to any person other than Developer. The Developer may exercise any rights granted to, or perform any obligations imposed on, Developer under this Declaration through its duly authorized agent. After a Lot has been sold to any person other than Developer, except as provided in Section 4.03, Developer shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers as set forth in the Articles and the Bylaws.

4.03. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days of the first Lot sale, the Board of Directors shall hold a meeting for purposes of contracting for snow and ice removal and lawncare.

4.04. Maintenance and Repairs.

(a) By Lot Owner. Each Lot Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Lot boundaries.

Each improvement shall at all times be kept in good condition and repair. If any improvement or portion of an improvement for which a Lot Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Association, upon fifteen (15) days’ prior written notice to the Lot Owner(s) of such Lot, shall have the right to correct such condition or to restore the improvement to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such improvement for the purpose of doing so, and the Lot Owner(s) of such Lot shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Lot Owner(s) as a Special Assessment under Section 4.06.

4.05. General Assessments. The Association shall levy monthly general assessments (the “General Assessments”) against the Lot Owners for the purpose of maintaining a fund from which snow and ice removal and lawncare may be paid. The General Assessments against the Lot Owners shall be assessed in proportion to the square footage of each respective lawn and driveway for each Lot. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees.

4.06. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Lot Owners, or any of them; for the collection of money owed to the Association under any provision of this Declaration, including, without limitation, Section 4.04, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the subdivision. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees.

ARTICLE V USE AND DEVELOPMENT RESTRICTIONS AND ARCHITECTURAL STANDARDS

5.01 General Use and Age Restrictions. Lots 34 through 47 shall be used for single family residential use only as permitted by local zoning. All single-family homes constructed on a Lot shall consist of at least 1,500 square feet of living space. Enclosed parking for at least two (2) vehicles per residence is required. Accessory buildings may also be permitted subject to these Declarations and approval of the ARC.

Lots 1 through 33 shall be used for single family homes or subdivided to be used for condominiums. All single-family homes constructed on a Lot shall consist of at least 1,500 square feet of living space. All condominiums shall consist of at least 1,300 square feet of living space. At least one Owner of the Lots 1 through 33 of The Residences at Timber Hills subdivision shall be 55 years of age or older. No person under 19 years of age shall stay overnight in Lots 1 through 33 for more than 90 days in any 365-day period. Adult children are permitted to reside in the residences of their parent or parents in Lots 1 through 33.

5.02 Prohibited Activities. The Lots shall be used only for residential and related purposes. The following activities are prohibited:

(a) Posting of signs of any kind, including posters, circulars, campaign signs, political signs, and billboards;

(b) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years;

(c) Occupancy of a Lot by more than two persons per bedroom;

(d) Capturing, trapping, or killing wildlife except (i) in circumstances posing an imminent threat to the safety of persons or pets; or (ii) when authorized by applicable laws. The use of rabbit and rodent traps are allowed.

(e) Activities which materially disturb or destroy the vegetation, wildlife, or air quality or which result in unreasonable levels of sound or light pollution;

(f) Disposal of any oil, gas, or lubricants, and the storage or disposal of other hazardous materials;

(g) Discharge of firearms, explosives or fireworks. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types;

(h) Parking of any vehicle (including, but not limited to, any car, truck, motorcycle, boat, or trailer) containing or displaying a "for sale" sign, or other indication of being "for sale," in any driveway or other portion of any Lot, or on any street.

(i) Any business, trade, garage sales (one garage sale per year is permitted) , moving sale, rummage sale, or similar activity, except that a Lot Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot ; (2) the business activity conforms to all zoning requirements for the Lot ; (3) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Lot Owners; and (4) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Lot Owners.

(j) No mobile home, travel trailer, motorhome, tent, shack, garage, barn or other accessory building shall be used as a temporary or permanent residence.

5.02 Leasing. The leasing of a Lots 1 through 33 shall not be considered a business or trade within the meaning of this subsection. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Lots may be leased only in their entirety. There shall be no subleasing of Lots or assignment of leases. All leases shall be for an initial term of no less than 60 days. Notice of any lease, together with such additional information as may be required by the Association shall be given to the Association by the Lot Owner within 10 days of execution of the lease, including, but not limited to, proof that at least one of the lessee occupants is 55 years of age or older. No person under 19 years of age shall stay overnight in any Lot for more than 90 days in any 365-day period. The Lot Owner must make available to the lessee copies of the Declaration and Bylaws and any policies or procedures adopted by the Association. The Association may adopt reasonable rules regulating leasing.

This paragraph does not apply to Lots 34 through 47.

5.04 Prohibited Conditions. The following shall be prohibited within the subdivision:

(a) Exterior apparatus for the transmission or reception of signals of any kind so as not to be visible from other Lots;

(b) Walls, dog runs, animal pens, or fences of any kind on any Lot except as approved by the ARC;

(c) Clothes lines, or other outside facilities for drying or airing clothes;

(d) Detached garages;

(e) Excessive exterior lighting on any Lot except as approved by the ARC;

(f) Temporary structures such as tents or shacks on any Lot;

(h) Small permanent storage buildings or sheds, are subject to approval by the ARC;

(i) No furniture, fixtures, firewood, appliances, machinery, equipment, or other goods or chattels shall be stored on any Lot in such a manner as to be visible from neighboring property;

(j) A Lot Owner may be permitted to construct or place a gazebo, pergola, or similar structure within the rear yard of a Lot subject to ARC approval.

5.05 Rules Regarding Pets and Animals. Raising, breeding, or keeping of animals, insects, or poultry of any kind is prohibited in the subdivision except in accordance with the following:

(a) Occupants of a Lot may keep a total of three cats and/or dogs and a reasonable number of other usual and common household pets on the Lot;

(b) Pets shall be confined to the Lot or kept on a leash at all times. Owners of pets shall be responsible for the immediate removal and disposal of all solid animal waste;

(c) Pets are not permitted to roam free, make objectionable or excessive noise, leave waste, endanger the health or safety of occupants of other Lots, or constitute a nuisance or inconvenience to occupants of other Lots.

5.06 Nuisances. No garbage, trash or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot so as to render any such property or any portion thereof or activity thereon, unsanitary, unsightly, offensive, or detrimental to any other portion of the subdivision. Woodpiles or other material shall be stored in a manner so as not to be visible from neighboring property. No other condition shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other portion of the subdivision. No activities shall be conducted upon or adjacent to any Lot or within improvements constructed thereon which are or might be unsafe or hazardous to any person or property. No open fires shall be lighted or permitted in the subdivision, except in a contained outdoor fireplace or barbecue. No odors shall be permitted to arise or emit from any Lot, which are offensive or detrimental to any neighboring property. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration but Lots shall be kept in a neat and tidy condition during construction. During construction periods, trash and debris shall not be permitted to accumulate and shall be removed or placed in appropriate trash containers on a daily basis.

5.07 Trash Containers and Collection. No garbage, trash, or debris shall be placed or kept on any Lot except in covered containers. In no event shall such containers be visible from neighboring property except to be available for collection and then only for the shortest time reasonably necessary for such collection. All garbage, trash, debris, or recyclable materials shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

5.08 Parking. Vehicles of all occupants of Lots and of their guests are to be kept in garages and residential driveways.

5.09 Diseases and Insects. Lot Owners shall not permit any condition to exist upon any Lot that is likely to induce, breed, or harbor infectious plant diseases or noxious insects.

5.10 Fences. No fences shall be installed without approval by the ARC. No chain link fences are permitted. Vinyl and wood fences will be allowed if approved by the ARC and cannot exceed six (6) feet in height. Wood fences shall be painted or stained and the finish must be kept in good condition.

5.11 Underground Utilities. All utility lines, conduit and wiring for electrical, gas,

telephone, water, sewer, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground.

5.12 Utility Meters and HVAC Equipment. All utility meters, HVAC equipment, electrical transformers, telephone and cable television pedestals or junction boxes located on any Lot shall, to the extent practicable, be located on the side or rear of the house and screened from view.

5.13 Lot Corners. Owner shall promptly cause to be replaced by a licensed surveyor any Lot corner monuments which are removed or displaced during construction of Owner's Improvements. All Lot corner monuments are to remain in place and visibly marked.

5.14 Vehicles, Machinery and Equipment. Motorhomes, mobile homes, any vehicles not normally used by the general public for daily passenger use, trailers of any kind, campers, motorcycles, bicycles, motorized carts, utility task vehicles (UTV), all-terrain vehicles, lawn mowers, tractors, tools, construction machinery and equipment of any nature, golf carts, boats and any other type of watercraft, including watercraft trailers, inoperable vehicles of any type and any other similar types of vehicles, machinery and equipment shall not be permitted, stored or allowed to remain on any Lot unless the same is placed, stored and maintained within a fully enclosed structure on such Lot. No vehicle shall be parked on any non-paved area. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment on any Lot except within enclosed garages or workshops or for emergency repairs only. This paragraph shall not apply to cleaning, loading or unloading and short-term parking which shall be permitted for a cumulative period not to exceed 72 hours in any 30-day period. None of the vehicles described above, or any other vehicle, may be used as a living area or otherwise occupied while located in the subdivision.

5.15 Driveways and Parking Areas. All driveways, sidewalks, and parking areas on any Lot shall be constructed of concrete.

5.16 Lawn Areas. All areas of the lawn located between the house and any street, and all side yard areas extending to the rear corner of the house and rear yards, shall be sodded within thirty (30) days of issuing of the occupancy permit. Rear yards may be seeded at the discretion of the Owner. All Owners shall be required to control and maintain weeds and grasses on the Lot and City of Sparta right of ways. Each Lot is required to have a minimum of six (6) inches of black dirt in all areas which are intended as lawn. Additional time to complete the landscaping may be granted by the ARC if weather conditions prevent completion within the prescribed time.

5.17 Windows and Window Treatments. Reflective window coverings are not permitted on the exterior of any windows. No window treatments are permitted except shades, blinds or other materials designed, manufactured and intended for that specific use. Windows and window treatments visible from the exterior are considered Improvements subject to the provisions of Article 3.05 of this Declaration.

5.18 Exterior Lighting. All exterior lighting should be directed downward and shielded in a manner that minimizes the impact on other Lots. Exterior lighting not attached to the house or improvements shall not be placed higher than eight (8) feet from the ground.

5.19 Play Equipment. Children's toys, swing sets, jungle gyms and similar outdoor

recreational equipment may be installed only in the rear yard subject to the approval of the ARC.

5.20 Signage. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than three (3) square feet located in the front yard advertising the property for sale or advertising the name of the home builder during the construction period.

5.21 Noxious Practices. No noxious or offensive activity or practice shall be carried on upon the subdivision, nor shall any activity or practice become an annoyance or nuisance to other Owners or Occupants. Rubbish, trash, garbage and other waste shall be kept in clean and sanitary containers and stored within a garage. Outside storage is strictly prohibited.

5.22 Exterior Masonry and Colors. Variety in colors and multiple colors on a home are encouraged. However individual colors or color schemes that are regarded as noxious or objectionable by the ARC are not permitted. Some use of exterior stone or brick is required.

5.23 Variances. The ARC, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to this Article V. A request for a variance shall be submitted to the ARC by the Owner in writing. No variance shall be effective unless granted by the ARC in writing. The approval of any plans and specifications under the procedure established in Article III of this Declaration shall not be presumed to grant any variance unless specifically granted under the provisions of this Article 5.23.

5.24 Roofing and Solar Panels. No raw aluminum or galvanized material is permitted. All heating vents or other projection of any nature that are placed on the roof shall be of a color that closely matches the roofing material. Owner shall be required to get written approval of the ARC prior to installing solar shingles or solar panels.

5.25 Swimming Pools. Swimming pools shall generally be limited to the in-ground type except by special permission of the ARC. All pools must be enclosed by a fence with a minimum height of six feet and have a gate that must be secured. Above-ground pools may be allowed at the discretion of the ARC, when adequately screened from view of neighboring Lots. Under no circumstances will an above-ground pool be permitted if it extends above the existing grade by more than eighteen inches.

5.26 Excess Fill. All excess fill and dirt from excavating on Lots shall become the property of the Developer and may be removed from the property by Developer.

ARTICLE VI

OWNER'S RESPONSIBILITIES

6.01 Approvals. It is the sole responsibility of the Owner to secure approval for all aspects of any proposed Improvement. In the event that any Improvement or aspect thereof is constructed, erected or placed on any Lot without approval of the ARC, and the ARC requests removal of said Improvement, the Owner will comply with said request promptly and restore the disturbed portion of the Lot to its condition prior to commencement of the Improvement.

6.02 Construction Period. During the construction of any Improvements, all Lots shall be maintained in a clean condition, free of debris and waste material. All unused construction materials shall be stored, to the extent practicable, out of view from any street. All construction trash, debris and rubbish shall be properly disposed of off of the subdivision or contained within a dumpster.

6.03 Commencement and Completion of Construction. Upon commencement of construction of any Improvement, work thereon shall be prosecuted diligently and continuously and shall be completed within one (1) year of the commencement date of said construction.

6.04 Erosion Control. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street or on any other Lot. Each Owner shall cause all such dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of Improvements prior to such vehicle traveling on any street adjacent to the Property. Each Owner shall install and maintain at the Owner's cost all erosion control measures requested by the ARC or the Developer for the purpose of preventing soil material from eroding from the Owner's Lot onto adjacent Lot s or the street. Regardless of the foregoing, it shall be the Owner's responsibility to promptly clean up, repair and restore any damage caused by erosion from the Owner's Lot to adjacent Lot s or the street.

6.05 General Maintenance. The Owner shall maintain all improvements, including but not limited to all structures of any kind and all landscaping, in a neat, clean and sanitary condition at all times. Dead or diseased vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be promptly removed from each Lot.

ARTICLE VII CASUALTY AND CONDEMNATION

7.01 Damage or Destruction. In the event of any fire or any other casualty which damages or destroys any portion of any Lot, the Owner shall promptly repair and otherwise restore such Lot to the condition in which the same existed immediately prior to such damage; provided, however, that any such restoration or repair shall be subject to compliance with all of the terms and provisions of this Declaration. In the event of complete destruction of the Improvement, then the Owner shall promptly clear away any remaining debris and shall leave such Lot and any remaining Improvements in a clean, orderly and safe condition.

7.02 Condemnation of Lots or Dwellings. In the event that all or any portion of a Lot is taken as a result of in lieu of or in anticipation of the exercise of the right of eminent domain or condemnation, then, to the extent practicable, the Owner of such Lot shall promptly repair, reconstruct, rebuild and otherwise restore the remaining portions of the Lot subject to such taking as nearly as practicable to the condition in which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to compliance with all of the terms and provisions of this Declaration. In the event the restoration is impracticable or would otherwise violate any of the terms and provisions of this Declaration, then such Owner shall promptly clear away any remaining Improvements damaged or destroyed by such taking and shall leave such Lot and any remaining Improvements in a clean, orderly and safe condition.

ARTICLE VIII TERM AND AMENDMENTS

8.01 Term. The covenants, conditions and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and their heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of thirty (30) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless an agreement executed by the Owners of at least two-thirds or more of the Lots agreeing to terminate or modify this Declaration has been recorded in the office of the Register of Deeds of Monroe, County, Wisconsin.

8.02 Amendment by Developer. So long as Developer is also an Owner, as defined in Article 1.07 of this Declaration, Developer may amend this Declaration by a written instrument filed and recorded in the office of the Register of Deeds of Monroe County, Wisconsin, without obtaining the approval of any other Owner. Any amendment made pursuant to this Article 8.02 shall be certified by Developer and shall be effective upon recording. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by all amendments permitted by this Article 8.02 and further agrees that, if requested to do so by Developer, such Owner will consent in writing to such amendment.

8.03 Amendment by Owners. Except for amendments under Article 8.02 hereof, any amendments to this Declaration shall be executed by the Owners of at least two-thirds of the Lots, shall be consented to by Developer if Developer owns any of the Lots, and shall be recorded in the office of the Register of Deeds of Monroe County.

ARTICLE IX ENFORCEMENT

9.01 Enforcement. In the event any of the provisions of this Declaration are breached or are otherwise not being complied with in all respects by the Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of such Owner or Occupant, then the Developer or the ARC shall have the right and authority, at its option to (a) enjoin such violation or non-compliance and/or (b) through their designated agent, employees, representatives and independent contractors, enter upon such Lot or dwelling and take all action necessary to extinguish or correct such violation or breach. Any other Owner or Owners shall have the right and authority, at its/their option, to enjoin such violation or non-compliance.

All costs and expenses incurred by the ARC or Developer in enforcing any of the provisions of this Declaration that are in violation or non-compliance including without limitation, attorney fees, court costs, expenses and witness fees, shall be paid by such Owner who has violated or breached any of the provisions of this Declaration. Non-payment of the costs and expenses by the Owner who has violated or breached the provisions shall constitute a lien upon the premises of the Owner's Property, wherein the breach or non-compliance has occurred. Costs and expenses incurred by an Owner or Owners seeking enforcement for violations or non-compliance shall be determined by the Court finding a violation or noncompliance of any provisions of this Declaration.

ARTICLE X MISCELLANEOUS PROVISIONS

10.01 Rezoning. No owner may rezone any portion of the property without permission of the ARC.

10.02 Further Subdivision. No Lot or Lots may be combined or subdivided without the prior written consent of the ARC.

10.03 Severability. If any provisions of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

10.04 Captions and Headings. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration. The table of contents, cover page and any index to this Declaration are for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

10.05 Pronouns and Plurals. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

10.06 Binding Effect. The terms and conditions of this Declaration shall be binding upon each Owner or Occupant and their respective heirs, executors, administrators, personal representatives, successors and assigns and shall inure to the benefit of Developer, the ARC and all Owners and their respective heirs, executors, administrators, personal representatives, successors and assigns.

10.07 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result of that party having drafted this Declaration are hereby waived by each Owner. To the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor of or to the advantage of one party as opposed to another.

10.08 Interpretation. In all cases, the provisions set forth and provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer, will best affect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of this Declaration shall be given force and effect, notwithstanding the existence of any zoning or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Wisconsin.

10.09 Rights of Third Parties. This Declaration shall be recorded for the benefit of Developer, the ARC, the Owners and such third parties and entities as are herein or in any other document or instrument granted rights, privileges and easement in the subdivision, and by such recording, no other adjoining property owners or third parties shall have any right, title or interest whatsoever in the subdivision or its operation and continuation, in the enforcement of any of the provisions if this Declaration or the right to consent to or approve any amendment or modification to this Declaration.

10.10 Trespass. Whenever the Developer, the ARC and their respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon any Lot to take any action permitted herein, the entering thereon and the taking of such action shall not be deemed a trespass.

10.11 No Partition. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

10.12 Reservation of Rights. Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any other party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer.

10.13 Standards for Review. Whenever in this Declaration Developer or the ARC has the right to approve, consent to or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer or the ARC, as the case may be.

10.14 Oral Statements. Oral statements or representations by Developer, the ARC or any of their respective employees, agents, representatives, successors or assigns shall not be binding on Developer or the ARC.

10.15 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing or, if no such address has been so designated, at the address of such Owner's respective Lot. All notices to the ARC shall be delivered or sent in care of Developer to Todd D. Page, 1525 Torrey View Drive, Sparta, WI 54656, or to such other address as the ARC may from time to time specify in a notice to the Owners. All notices to Developer shall be sent or delivered to Developer at the above address or to such other address as Developer shall specify.

10.16 Assignment. Developer and the ARC shall each have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights, powers, reservations and duties as Developer and the ARC, respectively.

10.17 No Waiver. All rights, remedies and privileges granted to Developer and the ARC

EXHIBIT A
LEGAL DESCRIPTION

Lots One (1) through Forty-Seven (47) and Outlots One (1) and Two (2) of the Plat of The Residences At Timber Hills, City of Sparta, Monroe County, Wisconsin.