

Document Number

DECLARATION OF PROTECTIVE
COVENANTS - OAKS OF JACKSON

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Legal description: Lots 1-40 and Outlots 1-8 of The Oaks of Jackson
Subdivision, in the Village of Jackson, Washington County, Wisconsin. (the
"Property")

This document was drafted By:

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SHARON A MARTIN
WASHINGTON COUNTY
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DECLARATION OF PROTECTIVE COVENANTS OF THE OAKS OF JACKSON

THIS DECLARATION OF PROTECTIVE COVENANTS OF THE OAKS OF JACKSON (the "*Declaration*") is made and entered this 23 day of October 2023, by THE VILLAGE OF JACKSON, a Wisconsin municipal corporation (the "*Declarant*").

RECITALS

WHEREAS, the Declarant owns the real estate located in the Village of Jackson, Washington County, Wisconsin, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "*Property*").

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the initial phase of the Subdivision will be a platted subdivision consisting of forty (40) single family lots, one (1) condominium lot, and eight (8) outlots, consisting of Outlot 1 used for tree preservation, Outlots 2 and 7 used for stormwater management, Outlots 3, 4 and 5 used for pedestrian access, Outlot 6 and 8 designated for future residential development, all of which are more particularly described on Exhibit A and as depicted on Exhibit B, as they are attached hereto and incorporated herein.

WHEREAS, at the time of this Declaration, the Declarant desires to subject the Subdivision, to the covenants, conditions, restrictions, reservations, and easement hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that the Subdivision and all portions or outlots thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials as further described on page 10 of the County Next Generation Housing Framework as more particularly described on Exhibit C, attached hereto and incorporated herein; (5) promote the highest and best residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 **"Association"** shall mean Oaks of Jackson Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 **"ACC"** shall mean the Architectural Control Committee as established by the Declarant.

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

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

1.5 **"Building"** shall mean any freestanding structure located in the Subdivision. A "dwelling" or a "home" is a Building intended for occupancy in accordance with Section 6.1.

1.6 **"Bylaws"** shall mean the Bylaws of the Association as adopted by the Board.

1.7 **"Common Areas"** shall mean the easements, all Outlots in the Subdivision with the exception of Outlots 6 and 8, Public Pedestrian Access System, and those areas identified on that certain Plat of Subdivision as recorded in the Register's Office as Common Areas. Each Owner shall have an equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other conveyance.

1.8 **"Common Improvements"** shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBUs, Buildings or other improvements made by the Developer or the Association in the Common Areas.

1.9 **"County"** shall mean the County of Washington, Wisconsin.

1.10 **"Declarant"** shall mean the Village of Jackson, Wisconsin and its successors and assigns.

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

1.12 **"Developer"** shall mean the Village of Jackson, Wisconsin.

1.13 **"Director"** shall mean a member of the Board.

1.14 **"Documents"** shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.15 **"Dwelling Unit"** shall mean a structure or that part of a structure which is used or intended to be used as a home, residence or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others.

1.16 ***"Easement"*** shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement, except as consistent with the express, written grant of said Easement rights.

1.17 ***"Lot"*** shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term "Lot" will also include any platted lot intended for construction of a home as shown on any amendment to the Plat.

1.18 ***"Municipality"*** or ***"Municipal"*** shall mean the Village of Jackson, Wisconsin.

1.19 ***"Multi-family Residential"*** shall mean a residential building that contains three or more dwelling units.

1.20 ***"Occupant"*** shall mean the Owner and any other person residing in a Building.

1.21 ***"Occupancy"*** shall mean the point at which a building inspector has deemed a building habitable pursuant to all applicable codes and ordinances.

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

1.23 ***"Outlot"*** or ***"Outlots"*** shall mean an outlot as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.24 ***"Pet"*** shall mean those animals allowed to be kept as domestic pets consistent with applicable Municipal ordinance.

1.25 ***"Plat"***, ***"Plat of Subdivision"***, or ***"Final Plat"*** shall mean the Plat of The Oaks Jackson, as recorded with the Register's Office on October 11, 2023 as Document No. 1586076 and attached hereto as Exhibit B.

1.26 ***"Register's Office"*** shall mean the office of the Register of Deeds for Washington County, Wisconsin.

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

1.28 ***"Storm Water Basin"*** shall mean the storm water basins and any associated facility installed in Outlots 2 and 7 together with the easements as shown on the Final Plat.

1.29 ***"Storm Water Management Agreement"*** shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register's Office.

1.30 "*Storm Water Permit*" shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.31 "*Subdivision*" shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

1.32 "*Public Pedestrian Access System*" shall mean the paved and unpaved trail system and related amenities as may be located on and over certain Outlots as depicted on the Plat.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

2.1.1 Architectural Control Committee. Prior to occupancy of at least seventy percent (70%) of the Lots, the ACC shall consist of three (3) members of the Village of Jackson's Project Management Team appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC to the Association upon occupancy of at least seventy percent (70%) of the Lots. Upon Declarant's surrender of the ACC as provided above, the members of the ACC shall be elected by the Board. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant's approval.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

- (a) commencement of construction of any Building or other improvements or alteration on any Lot; or
- (b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or
- (c) the demolition of any Building or other improvements on any portion or portions of such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a licensed surveyor or the equivalent, as approved by the ACC for the particular submission, ("*Drawings*") showing:

- (1) the 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,

- (2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,
- (3) the proposed landscaping, including any fences or walls, and
- (4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (c) above may be taken (subject to Section 2.1.3 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.3 below, 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 (a) through (c) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

2.1.3 Standards and Procedural Considerations. 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 and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, 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. 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). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of 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 and requirements. 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.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 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 may 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 the applicant. 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.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth 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 enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, 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, cost and expense incurred 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.

- (1) **Limitation of Liability.** Declarant, the Association, the Board or any of its members, shall not, individually or in combination, be liable for any loss or losses to any Owner submitting plans or specifications for approval or to any Owner of any portion of a Lot, by reason of subjective decisions, mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications submitted or in connection with enjoining or removing any construction undertaken prior to written approval of the ACC; provided, however, this provision does not apply to misconduct.
- (2) Declarant, the Association, the Board or any of its members shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering, or defect associated with any improvement constructed on a Lot. Approval of Plans and Specifications does not constitute any warranty or representation that such plans and specifications comply with governmental requirements or good and prudent design, engineering, and construction practices. It is the sole responsibility of the owner to determine and see that its plans and specifications comply with governmental requirements and the described practices.

2.2 Minimum / Maximum Home Requirements. Only one single-family home not to exceed two stories in height may be constructed on each Lot, for Lots 1-40.

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home 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. Any additional restrictions are detailed in the Planned Unit Development ("PUD"), as more particularly described on Exhibit A, attached hereto and incorporated herein.

2.3 Garages / Driveways. Each residence shall have a garage for not less than two cars containing a minimum of 484 square feet (as further described in Exhibit C, attached hereto and incorporated herein). All driveways shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

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

2.4.1 Fences and Walls. All fences and walls are subject to applicable Municipal ordinances, governmental easements and building codes.

2.4.2 Grading. No soil shall be removed from any Lot nor may 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

a "finish grade" or "master grade") of a Lot must conform to a Master Grading Plan approved by the Municipality as provides for in Section 2.5.1. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.4.3 Pools. Owner is responsible to ensure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.4.4 Cluster Box Units. The United States Postal Service requires the use of Cluster Box Units ("CBUs"), within the subdivision. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs along with initial distribution of the mailbox keys to the initial Lot Owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all the mailbox keys for that respective Lot to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners, the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

2.4.7 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

2.4.8 Dog Kennels. All dog kennels or pens are subject to applicable Municipal ordinances, governmental easements and building codes.

2.4.9 Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10') away from any property lines.

2.5 Grading and Landscaping.

2.5.1 Master Grading Plan. Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the "**Master Grading Plan**") designating the manner in which each Lot shall drain in relation to all other Lots, a copy of which is attached hereto as Exhibit D and incorporated herein by reference. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without

Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit. Any and all warranties are expressly disclaimed and each Lot Owner prior to purchasing a Lot is responsible for conducting their own review and evaluation of the drainage.

2.5.2 Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within sixty (60) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within sixty (60) days of proper growing conditions. The growing season for this area is anticipated to be from mid-April to mid-October.

2.5.3 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that conform to the Environmental Protection Agency's "WaterSense" criteria. If such criteria are no longer available, the ACC may substitute a different standard. Controllers shall be equipped with a precision soil sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations. If the model of controller specified above is, in the opinion of the ACC, no longer readily available or available at reasonable cost, the ACC may choose a different controller from time to time as the standard. The ACC may also permit use of other products from other manufacturers, with similar features, as "or equal" products.

2.5.4 Easements. Plantings in the public and private Easements may be limited by terms of the Easement and may be subject to damage or removal for maintenance and/or repair operations by the Municipality or Association.

2.6 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its 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 such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. 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 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the occupancy of seventy (70%) of the Lots. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price and as established by the Association, each Owner will deposit an initial fee with the Association as an initial assessment amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot.

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The

Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third-party manager or collection agent the authority to collect any assessments.

4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due, then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

4.6 No Fees or Assessment in Event of Tax Forfeiture. Neither Washington County nor the Municipality shall be liable for any fees or special assessments in the event that Washington County or the Municipality become the owner of one or more Lots by reason of tax delinquency.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner intending to occupy shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, or invitees. Each Owner shall, at the Owner's cost, even if no home 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.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow removal, replace and operate all of the Common Areas and Common Improvements, including easements, landscaping, trees and plantings in the Common Areas and trimming of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. In the event the Association does not properly landscape or maintain any Common Area, or properly maintain any signage, the Municipality may send written notice to the Association indicating that the Municipality has determined that the Common Areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Municipality will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Municipality shall have the authority to landscape and/or maintain any such Common Area and/or sign referred to in said notice and shall have the right to charge the Owners on a pro rata basis for any costs incurred by the Municipality as a result of said landscaping and/or maintenance. Said costs shall be assessed

as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Owner within the period fixed by the Municipality, charges shall become a lien upon the Owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Owner's Lot as provided in Section 66.0627, Wis. Stats.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, or Common Improvements may not be removed or substantially altered without written approval by the Association, and shall at all times remain compliant with the Master Grading Plan as defined herein. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single-Family Residential. Each Dwelling Unit shall be occupied and used only for single family, owner-occupied residential purposes. The term "*residential purposes*" includes only those activities necessary for or normally associated with the use and enjoyment of a home site 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.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and
- (b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and
- (c) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and
- (d) At the drafting of this document, the Village of Jackson has an ordinance that limits the number of dogs at any residence to no more than 2 dogs per household.

Homeowners must comply with this ordinance, or any other ordinance invoked at any time by the Village.

6.3 Vehicles. No person shall occupy, park, or otherwise use a vehicle so as to block access to a Lot.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No temporary structure, trailer, shack, or barn shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 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 Article 3.

6.7 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.8 Compliance with Laws: Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations, or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to, those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act ("*CERCLA*"); Toxic Substances Control Act ("*TOCSA*"); Resource Conservation and Recovery Act ("*RCRA*"); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.9 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.10 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality, the Association and/or the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Basins. The Storm Water Basins shall be fractionally owned by the Lot Owners and managed by the Association. The Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Basins. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Basins are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Association in accordance with the Storm Water Agreement (Exhibit E) and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are Easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These Easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Outlots. The Outlots shall be comprised of the following categories:

- (a) Outlot 1 – Tree Preservation and Public Pedestrian Access. Outlot 1 shall be considered a Common Area as defined herein. Declarant has granted in favor of the Municipality and the public the use of and ingress, egress and access over Outlot 1. The Declarant and Association have no responsibility for policing Outlot 1 or the activities of persons using Outlot 1. With the exception of maintenance, reconstruction or repair of vegetation and improvements on Outlot 1, the operation of automobiles, motorcycles or construction equipment shall be prohibited within Outlot 1. The Association shall be responsible for the repair and maintenance of Outlot 1. If the Declarant or Association fail to maintain Outlot 1, the Municipality, in its sole discretion, may repair, maintain and reconstruct Outlot 1 and charge all costs associated with such actions as a special charge directly to the Lot Owners as provided in Section 5.3.
- (b) Outlots 2 and 7 – Stormwater Basins and Public Pedestrian Access. Outlots 2 and 7 shall be considered Common Areas as defined herein. The Declarant and Association have no responsibility for policing Outlots 2 and 7 or the activities of persons using Outlots 2 and 7. With the exception of maintenance, reconstruction or repair of vegetation and improvements on Outlots 2 and 7, the operation of automobiles, motorcycles or construction equipment shall be prohibited within Outlots 2 and 7. The Association shall be responsible for the repair and maintenance of Outlots 2 and 7 pursuant to the Stormwater Management Agreement, as more particularly described in Exhibit E attached hereto and incorporated herein by reference. If the Declarant or Association fail to maintain Outlots 2 and 7 as provided in the Stormwater Management Agreement, the Municipality, in its sole discretion, may repair, maintain and reconstruct Outlots 2 and 7 and charge all costs associated with such actions as a special charge directly to the Lot Owners as provided in Section 5.3. The Association will

maintain, and repair public pedestrian access located on Outlots 2 and 7, including snow removal. A cluster mailbox unit will be installed on Outlot 7 and will be maintained by the Association.

- (c) Outlots 3, 4, and 5 – Public Pedestrian Access. Outlots 3, 4, and 5 shall be considered Common Areas as defined herein. Declarant has granted in favor of the Municipality and the public the use of and ingress, egress and access over Outlots 3, 4, and 5. The Declarant and Association have no responsibility for policing Outlots 3, 4, and 5 or the activities of persons using Outlots 3, 4, and 5. With the exception of maintenance, reconstruction or repair of vegetations and improvements on Outlots 3, 4 and 5, the operation of automobiles, motorcycles or construction equipment shall be prohibited within Outlots 3, 4, and 5. The Association shall be responsible for the repair and maintenance of Outlots 3, 4, and 5. If the Declarant or Association fail to maintain Outlots 3, 4, and 5, the Municipality, in its sole discretion, may repair, maintain and reconstruct Outlots 3, 4, and 5 and charge all costs associated with such actions as a special charge directly to the Lot Owners as provided in Section 5.3.
- (d) Outlots 6 and 8 – Future Expansion Areas and Stormwater Basins. Outlots 6 and 8 shall be considered Expansion Areas. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Areas to this Declaration in accordance with this Section. Each time Declarant subjects a portion of the Expansion Area to this Declaration it is known as an "Expansion." Unless considered an Expansion Area as defined herein, Outlots 6 and 8 shall require separate Declarations and Associations. Separate Associations as referenced herein shall enter into separate Stormwater Management Agreements with the Association for management of Outlots 2 and 7.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas 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 coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling funds of the Association.

8.2 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 improvements similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 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.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot 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.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, 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 an improvement, or (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 Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home 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 coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration or the Municipality without the express written consent of Declarant or Municipality, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots have been sold to an Owner and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of the Association or Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association.

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association, and Municipality as may be required, and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded, except for failure to obtain the approval of the Municipality as required by this Section.

ARTICLE 10. RIGHTS OF DECLARANT

10.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

- (a) Subject to approval by the Municipality, may use the Common Areas and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home". Notwithstanding the foregoing, any such use must be in compliance with all Municipal ordinances and regulations and may require a use permit granted by the Municipality.
- (b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant, and the Common Areas as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage, grading, or public purposes including, but not limited to, cable television or master antenna service, if any, which easements may be granted to itself or its nominee and as may be necessary for excavation

and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

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

ARTICLE 11. REMEDIES

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 at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

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, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. 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 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 12. EASEMENTS

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

12.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 13. TERMINATION

13.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, shall be presented and approved by the Municipality prior to such termination. Nothing provided in this Section, by itself, terminates or shall be interpreted to authorize termination of any drainage easements, Stormwater Basin maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Municipality, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by record document.

ARTICLE 14. CONSTRUCTION AND EFFECT

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 Remedies. All remedies herein are cumulative.

14.6 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.

14.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

14.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

14.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

DECLARANT:

THE VILLAGE OF JACKSON,
a Wisconsin municipal corporation

By: Jennifer Keller
Its: Administrator
Jennifer Keller

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this 23 day of Oct., 2023, the above named Jen Keller, Administrator of The Village of Jackson, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]



Name: Anastasia L. Gonstead
Notary Public, State of Wisconsin
My commission: 04/26/25

This instrument was drafted by

Attolles Law, s.c.
222 East Erie Street, Suite 210
Milwaukee, WI 53202

THE OAKS OF JACKSON

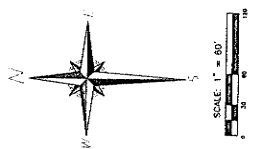
LOT 1 OF CERTIFIED SURVEY MAP NO. 1988 BEING PART OF THE 1/4 SECTION 20, T.10N., R.120E., VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

LOT DETAIL

There are no objections to this plan with respect to 5.236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stat. as provided by s. 236.12, Wis. Stat.

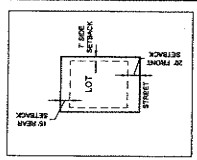
Certified October 9, 2023

Kenneth P. Poreg
Department of Administration



LEGEND

- EASEMENT FOR THE 1/4 SECTION 20, T.10N., R.120E., VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.
- CONCRETE MONUMENT WITH BRASS CAP FOUND
- 1" RAIL PIPE FOUND (UNLESS OTHERWISE STATED)



TYPICAL LOT DETAIL
SEE DETAIL 1
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