Document Number

Declaration of Covenants, Conditions, Easements, and Restrictions For WHISPERING KNOLL

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Name and Return Address
John H. Barcelona
485 S. Frontage Road, Ste. 100
Burr Ridge, IL 60527

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Parcel Identification Number (PIN)

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR *WHISPERING KNOLL*

THIS DECLARATION made this **21st** day of **March**, **2005**, by **WHISPERING KNOLL LLC, an Illinois Limited Liability Company,** (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain Property in the County of Kenosha, State of Wisconsin, which is more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the said Property shall be conveyed, by Developer, subject to certain protective easements, restrictions, covenants, conditions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, the Developer hereby declares that all of the Property described in said Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens and charges which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

PREPARED BY AND MAIL TO:
John H. Barcelona
485 S. Frontage Road - Suite 100
Burr Ridge, Illinois 60527

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Architectural Control Committee shall mean initially, Developer, and thereafter as provided in Section 4.3 hereof, a committee composed of three (3) representatives appointed by the Board of Directors of the Association, or if no committee has been appointed, the full Board shall serve as the Architectural Control Committee.

Section 2. "Association" shall mean and refer to the Whispering Knoll Homeowners Association, Inc., a Wisconsin not-for-profit corporation formed by the Developer.

Section 3. "Bylaws" shall mean the written Bylaws for the Association initially established by the Developer, as they may be amended from time to time by the Board of Directors of the Association and a set forth in Articles IX, X and XI herein.

Section 4. "Common Areas" shall mean and refer to: (i) Outlots 1, 2 and 3; (ii) all easements for the benefit of the Association on the Subdivision Plat of the Property approved by the Village including, without limitation, those designated as:

Dedicated Utility Easement Areas ("Utility Easement Areas");
Dedicated Storm Water Drainage, Access and Maintenance Easement ("Storm Water Management Easements")
Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement ("Storm Water Drainage and Retention Basin Easement");
Dedicated Sanitary Sewer, Access and Maintenance Easement ("Sanitary Sewer Easement");
Dedicated Woodland Protection and Preservation Easements ("Woodland Protection Easements");
Dedicated Vision Triangle Easements ("Vision Triangle Easements");
Dedicated Pedestrian Walkway, Access and Maintenance Easement ("Dedicated Pedestrian Walkway Easement") and
Dedicated Wetland Protection and Preservation Easements ("Wetland Preservation Easements")

Section 5. "Developer" shall mean WHISPERING KNOLL LLC, an Illinois Limited Liability Company, its successors and/or assigns.

Section 6. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded Subdivision Plat of the Property, with the exception of the Outlots and areas shown on the Subdivision Plat as Dedicated Public Streets.

Section 7. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 4.3.

Section 8. "Outlots" shall mean the Outlots designated as such on the Subdivision Plat, whether owned by the Association or the Village.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Outlot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the terms, "Owner" shall refer to such person(s) instead of the vendor.

Section 10. "Property" or "Properties" shall mean and refer to all or any part of the real property located in the Village of Pleasant Prairie, Kenosha County, Wisconsin, more particularly described on Exhibit "A" hereto.

Section 11. "Residence" or "Dwelling" shall mean the detached single family home and attached garage located upon one or more of the Lots and intended for the shelter and housing of a single family.

Section 12. "Street Yard" shall mean and refer to the portion of the Lot which extends from the boundary of the Lot that abuts the street or public right-of-way (measured from the property line), to the foundation of the side of the dwelling which is closest to said street or right-of-way. For any corner Lot, the Street Yard shall be measured from each street or public-right of way which said corner Lot abuts to the foundation of the side of the dwelling which is closest to the street or right–of-way in question.

Section 13. "Subdivision Plat" shall initially mean the original plat of subdivision of Whispering Knoll Subdivision, as recorded with the Register of Deeds for Kenosha County, Wisconsin.

Section 14. "Village" shall mean and refer to the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Section 15. "Voting Member" shall mean and refer to a member of the Association who is entitled to cast a vote for the individual Lot.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

2.1 The Property. The real property which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in the

Village of Pleasant Prairie, Kenosha County, Wisconsin, and is more particularly described on Exhibit "A" attached hereto. The Property described in Exhibit "A" includes forty (40) single family Lots and Outlots 1, 2 and 3, all of which are shown on the Subdivision Plat.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subject to the covenants, restrictions, and easements to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for a high type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Acceptance of Dedications, Restrictive Covenants, Easement and Declarations. The Association is hereby deemed to have accepted the dedications shown on the Subdivision Plat, and shall be bound by the restrictive covenants and easements running with the land, both as contained on the Subdivision Plat. The Association hereby accepts the obligations imposed by this Declaration. The restrictions and covenants contained herein shall be in addition to any restrictions or covenants now or hereafter imposed upon the Lots by any applicable Village Zoning Ordinance, Land Division and Development Control Ordinance, or Building Code or by the Developer in accordance with the terms of this Declaration.

3.3 Initial Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the following in or on the Common Areas: rough and final grading, topsoiling, seeding, construction, installation, repair, alteration, replacement, planting and maintenance of Entrance Monument, stormwater, drainage and retention basin improvements, pedestrian walkway, including, without limitation, storm sewer and drainage system improvements, signage, lighting, utility and communications facilities, plantings, street trees and other landscaping, underground irrigation systems in the cul-de-sac and boulevard islands if required by the Village and other locations described on the Subdivision Plat (and such other areas as Developer may elect) and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and other maintenance activities until each Outlot has been topographically field verified by the Developer, and inspected,

verified and accepted by the Village in accordance with the terms and conditions imposed by the Village. The Developer shall also be responsible for landscaping within the cul-de-sac and boulevard islands within the Dedicated Public Streets and the street trees (all as described herein below) until the foregoing have been constructed by Developer, inspected and accepted by the Village, the warranty period has expired and responsibility therefore shall have been transferred by the Developer to the Association.

3.4 Land Use and Building Type. No Lot shall be used except for single family residential purposes and limited professional offices and home occupations as defined by and/or permitted under applicable Zoning Ordinances. No building shall be erected, altered, placed or permitted to remain on any Lot other than one, single family dwelling not exceeding two stories (plus attic) in height, and a private attached garage for not less than two cars.

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property, except as provided in Section 3.4. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. Notwithstanding the foregoing, Developer reserves the right to place "For Sale" or "For Rent" signs and other promotional signs on the Property, so long as there remains any unsold Lots.

Notwithstanding anything contained herein to the contrary, until the sale of the last Lot improved with a house is sold to a third party, the Developer and any subsequent purchaser of a Lot may use such Lot for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein and further subject to applicable Village Zoning Ordinances and conditions imposed by the Village in granting any conditional use or building permit.

3.5 Architectural Control. No building, wall, fence, swimming pool, driveway, deck, sidewalk, landscaping or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, making a curb cut, adding a deck, patio or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in Section 3.11 hereof shall have been submitted to and approved in writing by the Architectural Control Committee as to: (i) location of the Building in relation to the boundaries and topography of the Lot and other Buildings on neighboring Lots; (ii) materials, color and harmony of exterior design; (iii) roof pitch; and (iv) compliance with the provisions of this Declaration. In the event the Architectural Control Committee fails to approve or disapprove within sixty (60) days after the complete plans and specifications have been submitted to it, then approval will be deemed to have been given and the Owner will be

deemed to have fully complied with this Section as to such addition, alteration or change. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the approval of the plans and specifications from the Architectural Control Committee. Developer hereby authorizes the Village to postpone its review of any application for a building permit or to deny any building permit for a dwelling or other structure on any Lot unless and until the plans and specifications for such dwelling or structure have been approved or deemed approved by the Architectural Control Committee. Notwithstanding the foregoing, Developer acknowledges and agrees that the Village shall have the right but not the obligation to verify that such plans and specifications comply with the substantive design guidelines and criteria imposed by the Architectural Control Committee. The Architectural Control Committee shall have the sole discretion and the right (but is under no obligation) to waive infractions or deviations from these restrictions in cases of hardship. The Architectural Control Committee shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Architectural Control Committee may in its discretion adopt stricter or more detailed standards and guidelines in written form, and amend them from time to time, or conversely, may relax standards, on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications, restrictive covenants, and easements running with the land as described on the Subdivision Plat or the obligations imposed by this Declaration on Owners or the requirements of the Village Ordinances. Further, Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said recommendations of Developer shall be binding upon each and every Owner.

The Architectural Control Committee may charge a reasonable review fee to the Owner for the review of the Owner's proposed plans and specifications.

No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no prefabricated or previously constructed dwelling or structures shall be relocated to or situated upon any Lot. Pre-manufactured building components may be permitted with the prior written approval of the Architectural Control Committee, and in its sole discretion.

3.6 Dwelling Size. No dwelling shall be erected in or on any Lot having a ground area within the perimeter of the main building, at or above finish grade elevation (exclusive of garages, basements, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

(a) Not less than 1,900 square feet for a one-story dwelling;

(b) Not less than 2,200 square feet for a split-level or bi-level or two-story dwelling with a minimum first floor area of 1,100 square feet; or

(c) With respect to all other types of dwellings, not less than such areas, determined by the Architectural Control Committee, as are consistent with the foregoing and with other provisions hereof.

3.7 Grading, Building, Location and Lot Area.

3.7.1 Any grading of a Lot must conform to the Master Grading and Drainage Plans ("Grading Plans") on file with the Village, and are subject to the prior review and approval of the Architectural Control Committee.

3.7.2 All Lots shall have minimum setbacks from the street lot line and from the interior side lot lines of the distances shown on the Subdivision Plat, subject to any sightline setbacks that may be required by Village Zoning or Subdivision Ordinances. In addition, the dwelling on each Lot shall be located parallel to the street and oriented in a similar sightline setback to the structures on the adjacent Lots.

3.7.3 Within each set of building construction plans submitted to the Architectural Control Committee for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the Subdivision Plat. The Architectural Control Committee reserves the right to make modifications as to the final first floor grade of the building only if approved by the Village. The landscaping and drainage of the Lot shall conform to the Village approved Grading Plans.

3.7.4 Each Owner shall be responsible for insuring that drainage from his or her Lot adheres to the existing drainage patterns as set forth in the approved Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage patterns on a Lot shall not be changed, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the approved Grading Plan unless that plan is amended by Developer from time to time, subject to Village approval. Minor changes from said approved Grading Plan, where these changes do not violate the purpose, spirit and intent of said approved Grading Plan, shall be reviewed and may, if for good and sufficient reasons, be approved by the Architectural Control Committee and the Village; in all other cases the approved grades shall be strictly adhered to. Lot Owners shall be held responsible for any violation that will cause additional expense to Developer or any other Owner to correct any grading problems.

3.7.5 Upon the approval of building grades by the Architectural Control Committee, the applicant shall file the approved Lot Grading Plan with the Village for its review and approval at the time of application for any permits or commencing any grading.

3.7.6 Any excess fill on any Lot shall be hauled, at the Lot Owner's cost, to a location off of the Property. Where fill is necessary on a Lot to obtain the proper topography and finished ground elevation per the approved Grading Plan on file with the

Village, it shall be ground fill free of asphaltic and building waste material and shall not contain noxious materials that will give off odors of any kind, and dumping of fill materials shall be leveled immediately after completion of the building. Said fill shall also be subject to an erosion control permit and related conditions issued by the Village.

3.7.7 No satellite receiver dishes shall be allowed or installed on any Lot except satellite receiver dishes which: (a) have a diameter of twenty-four (24) inches or less, and (b) are installed on a Building. All satellite receiver dishes of twenty-four (24) inches or less must receive Architectural Control Committee approval. The Architectural Control Committee satellite review and authority will include the dish size, the location of the dish on the property and the screening either necessary or allowed.

3.7.8 No external antennas, including radio or television towers of any type or for any purpose, shall be permitted on any Lot at any time.

3.7.9 No above-ground swimming pool shall be permitted on any Lot at any time. An above-ground pool shall mean a pool the vertical sides of which extend above the grade of the Lot in question by more than one (1) foot. Wrought iron safety fences, six feet in height, are required around any below grade swimming pool(s), and shall, in all respects, conform to the rules and regulations and ordinances established for the same by the Village and shall require the specific written approval of the Architectural Control Committee.

3.7.10 No fences of any kind shall be permitted in the Street Yard of any Lot at any time. No chain-link, privacy or stockade fencing shall be permitted on any Lot. In all cases, the finished ("good") side of the fence shall face the adjacent Lot(s). All fences shall be either picket style or wrought iron. If a picket style fence is installed it may be either wood or PVC. There shall be at least three (3) inch spacing between pickets. In the event the picket fence is wood it shall be painted or stained white or to match the trim color of the home. The fence must be painted or stained at the time of installation. Except for fences around swimming pools as required under Section 3.7.9 hereof, no fence above five (5) feet shall be permitted in any part of the Lot.

3.7.11 No additional detached garages or pool houses shall be permitted on any lot at any time. One (1) storage shed not to exceed 12 feet by 14 feet shall be allowed providing it meets the following criteria and providing a building and zoning permit has been issued by the Village:

(a) The storage shed shall be located at least ten (10) feet from the home and can only be located in a side or rear yard.

(b) The exterior color and materials of the storage shed shall be the same as the exterior color of the home.

(c) The color and materials of the storage shed roof must match the roof color of the home.

(d) The storage shed shall be shielded from view of adjoining lots with landscaping as determined by the Architectural Review Committee.

3.7.12 It shall be the responsibility of each Lot Owner to remove all debris caused by any and all construction work occurring on his Lot. No Lot Owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks, or other materials on any Lot, Outlot or Common Area. This responsibility shall also apply to the street(s) abutting said Lot.

3.7.13 In order to maintain uniformity among the Lots and improvements thereon, permanent and uniform lamp posts must be purchased from Developer or a supplier designated by Developer. Each Lot Owner is responsible for installation of said uniform lamp post unit in locations as directed by the Developer at the time of occupancy of the home at Lot Owner's cost. Until the installation of permanent mail/newspaper units by the Developer, the Developer shall provide temporary mail and newspaper boxes, at a common location as directed by the U. S. Postal Service, for Lots on which dwellings have been constructed, and shall have the right to charge each individual Lot Owner for the cost of such temporary and permanent mail/newspaper unit on such Lot Owner's Lots.

3.8 Completion. All construction of dwellings and incidental structures shall be completed within one year from date of commencement of construction. Pavement of driveways, construction of walkways, landscaping shall be completed within one year from issuance of an occupancy permit from the Village (which may be communicated by the Village orally prior to the issuance of a formal written permit). Final grass cover may be required in less than one (1) year depending on when the home was constructed. The Village will not issue a written occupancy permit until a good cover of grass is growing and it has been cut at least once.

3.9 Easements.

3.9.1 Easements affecting the Property are recorded on the Subdivision Plat in the Office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement granted or hereafter to be granted and/or retained) by Developer or its successors and assigns to the Village or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, cable telecommunications, telephone and for other purposes, and for sanitary sewers, storm water management, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility functions that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the Subdivision Plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area, if any, between the roadway and their Lot, for grass, plantings, driveways and other such uses as are described on the Subdivision Plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and

purposes, and the uses and purposes of the Village; nor shall any improvement be placed within such areas without the prior written consent of the Developer, Village and/or any other party having an interest in the respective easement area. Without limiting the generality of the foregoing provisions of this Section 3.9.1, the Association and the Lot Owners are hereby specifically put on notice that Paragraph 2 of the Easements on the Subdivision Plat provides that any utility company which has installed a utility in the dedicated utility easements areas shown on the Subdivision Plat shall have the right to trim or cut down trees, bushes, branches and roots in the dedicated utility easement areas as reasonably required so as to not interfere with the utility and communication grantees' use of the easement areas

The minimum setback, street yard, shore yard, side yard, rear yard, wetland yard and on other such areas which are shown on the Subdivision Plat ("Setback Areas") are and shall be reserved for the use of non-exclusive easements for utilities serving, in whole or in part, the Property or any Lot or Outlot located therein or neighboring properties. By accepting title to a Lot and if not delineated on the Subdivision Plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, storm sewer, gas, telephone, cable television or other similar utilities. Within fifteen (15) days after written request therefore by the Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to non-disturbance of such easements) upon such terms as may be reasonably requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the Architectural Control Committee and subject to any additional restrictions as set forth in the Subdivision Plat or the Village's ordinance and regulations pertaining to vision triangles.

3.9.2 An Entrance Monument (including related signage, landscaping and lighting, all of which are included within the term "Entrance Monument") may be, in Developers discretion and with the Village's approval, located on the boulevard island. The Entrance Monument shall be the property of the Association upon conveyance from Developer as provided in Article V herein. The Developer hereby creates and reserves for itself and the Village, easements to install and maintain the Entrance Monument and for entry upon to the extent necessary for maintenance, repair and replacement of such facilities. The Entrance Monument and its related landscaping and lighting elements shall remain the property of the Association. Notwithstanding such easements and dedications, the Village shall have no obligations to exercise its rights with respect to the above-mentioned areas. The obligations contained within this section and as imposed by the Subdivision Plat shall run with the land, shall be binding upon the Association, its successors, assigns and successors in title, and shall benefit and be enforceable by the Village and the Developer. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations they may have, at such time as all improvements have been initially installed to the satisfaction of the Village.

3.9.3 The Developer has dedicated, given, granted and conveyed to the Village public easements of varying widths along the street corners of those Outlots shown on the Subdivision Plat and described thereon as "Dedicated Vision Triangle Easements." Such easements shall restrict the use of the affected portions of said Lots, it being expressly intended that the easements shall constitute a restriction for the benefit of the public to enhance visibility at the corners of the Property from adjacent right-of way. In the easement areas, nothing above a height above two (2) feet above ground surface may be grown, stored, or erected. If any Owner fails to maintain the portion of their Lot subject to Vision Triangle Easements in accordance with this section, the Association shall perform any necessary maintenance and repair and the cost shall be charged to such Owner as a special assessment and shall accrue interest at the rate of five percent (5%) per year above the "prime rate" as announced by and published in the Money Rates section of the Wall Street Journal (the "Prime Rate") if not paid in full within fifteen (15) days after notice to pay.

3.9.4 The Developer has dedicated, granted and conveyed to the Association an easement to enter upon Outlots 1, 2 and 3 and/or any Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detention and/or retention areas, drainage systems, storm and sanitary sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots or the development as a whole, in addition to benefiting such Outlot or Lot.

3.10 Preservation Areas

3.10.1 Wetland Protection and Preservation Easement Areas – Outlots 1, 2 and 3: The fee interest in the area shown on Outlots 1, 2 and 3 have been dedicated, given, granted and conveyed, by Developer to the Association. Outlots 1, 2 and 3 are subject to the easements, dedications and to the restrictive covenants imposed by the Subdivision Plat. Notwithstanding such easements and dedications, the Village shall have no obligation to exercise its rights with respect to the above mentioned Outlots, provided, however, the Village shall be bound to perform those duties which are expressly set forth herein. The Developer shall be initially responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to Outlots 1, 2 and 3. The Dedicated Wetland Protection and Preservation Easement Areas on Outlots 1, 2 and 3 as shown on the Plat shall be preserved, protected and maintained as wetlands. No filling or other activity or condition detrimental to their function as a wetland shall occur or exist within such areas or on the surrounding lands without the written approval of Developer and the Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the Plat shall run with the land, shall be binding upon Developer, its successors, assigns and successors-in-title, and shall benefit and be enforceable by the Village, Developer and the Association. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any preservation, protection or maintenance obligations they may have at such time as all initial improvements and maintenance have been completed thereon to the satisfaction of the Village and Developer has transferred responsibility to the Association. The Association

and its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in Subdivision Plat.

3.10.2 Storm Water Drainage, Retention Basin, Access and Maintenance Easement – Outlot 2:

(a) The fee interest in Outlot 2 has been dedicated by Developer to the Association. Outlot 2 is subject to the dedicated storm water drainage, retention basin, access, and maintenance easements, dedicated sanitary sewer, access and maintenance easement, dedicated wetland protection and preservation easement and restrictive covenants imposed on the Plat. Notwithstanding such easements, covenants and dedications, the Village shall have no obligation to exercise its storm water drainage and wetland protection easement rights with respect to the above mentioned Outlot, provided, however, that the Village shall perform those duties which are expressly set forth herein as it pertains to the dedicated sanitary sewer, access and maintenance easements as set forth in the Plat. The Developer shall initially be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to this Outlot. All storm water detention and/or retention areas as shown on the Subdivision Plat shall be preserved, protected and maintained as storm water detention and/or retention basins. No filling or other activity or condition detrimental to their function as a detention and/or retention pond(s) shall occur or exist within such areas or on the surrounding lands without the written approval of Developer and Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the Subdivision Plat shall run with the land, shall be binding upon Developer, its successors, assigns and successors-in-title, and shall benefit and be enforceable by the Village, Developer and the Association. Developer, it successors, assigns and successors-in-title thereof shall be relieved of any preservation, protection or maintenance obligations they may have at such time as all initial improvements have been installed thereon to the satisfaction of the Village and responsibility has been transferred by the Developer to the Association. The Association shall be bound by the above-mentioned covenants and such similar covenants as are contained in the Subdivision Plat.

The Owners of the Lots shall be responsible for and share in the costs of maintaining any drainage-ways and above-ground improvements within such drainage-ways (storm pipes, catch basins, grates, etc.) which are contained along shared property lines. Such maintenance shall include as needed, seeding or sodding, removing of trash, debris, leaves and brush, mowing and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the dedicated storm water, drainage, access and maintenance easements which blocks, diverts or

reroutes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. Such areas and/or improvements that are contained entirely within one Lot shall be the sole responsibility of that Lot Owner.

The maintenance, repair and reconstruction, if necessary, of the storm sewers or other belowground storm water related improvements located on any Outlot, whether such Outlot is owned by the Village or the Association, and storm outfalls into any Outlot, whether owned by the Village or the Association, shall be the responsibility of the Association. In addition, the Developer and/or the Association shall be responsible for the following, as needed, in or on the drainage-ways and improvements on any Lot or Outlot: grading, topsoiling, maintaining erosion control methods to protect the drainageways, ditching to reestablish design capacity and clearing and repairing catch basin structures.

(b) The fee interest in Outlot 2 has been dedicated by the Developer to the Association. Outlot 2 contains a dedicated wetland protection and preservation easement area as shown on the Plat. This area shall be preserved, protected and maintained as a wetland. No filling or other activity or condition detrimental to their function as a wetland shall occur or exist within such areas or on the surrounding lands without the written approval of Developer and the Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the Plat shall run with the land, shall be binding upon Developer, its successors, assigns and successors-in-title and shall benefit and be enforceable by the Village, Developer and the Association. The Developer, its successors, assigns and successors-in-title thereof shall be relieved of any preservation, protection or maintenance obligations they may have at such time as all initial improvements and maintenance have been completed thereon to the satisfaction of the Village and Developer has transferred responsibility to the Association. The Association and its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in the Plat.

3.10.3 Pedestrian Walkway, Access and Maintenance Easement. An area twenty (20) feet in width, ten (10) feet on Lot 6 and ten (10) feet on Lot 7 has been dedicated on the Plat as a Pedestrian Walkway, Access and Maintenance Easement. The Developer shall install a 10-foot wide concrete walkway with a gravel base within the boundaries of said easement for access to the adjoining property.

3.11 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to the Village ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter

collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the Village. The requirements under the Village ordinances are not stated herein and therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with the Village ordinances as the same may be amended from time to time. In the event of a conflict between a provision of this Declaration, the Subdivision Plat any Village ordinance, the strictest provision shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval.

3.12 Landscape. All plans for dwellings shall include a landscape plan which shall be subject to the written approval of the Architectural Control Committee prior to commencing construction of the dwelling. Each and every Owner of any Lot shall be responsible for the costs of installing the required landscaping on his or her Lot and in accordance with the Landscape Standards approved by the Architectural Control Committee in conjunction with the construction of the dwelling on the Lot. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant materials, planting size, root condition, and quantity of all plant material. The plan shall also show all ground cover, including size and caliper of plant materials, mulch areas, landscape, construction materials and construction details. The landscape plan may be submitted for approval subsequent to submission of the building plans for the dwelling. Such landscape plan shall include driveway, deck, patio, sidewalk and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the Architectural Control Committee shall be completed within one year from the date of issuance of a verbal occupancy permit by the Village and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the Architectural Control Committee, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of Section 3.13 of this Declaration and shall be subject to assessment as provided in Article VI and enforcement pursuant to Article VII. Alterations to the approved landscape plan other than those which are minor in nature (by way of example, substitution of plant species of similar height and width) shall be subject to the approval of the Architectural Control Committee. Except for removal of dead or diseased plant materials which are replaced by the same or similar plant species, no trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the Architectural Control Committee.

3.13 Nuisances, Etc. No noxious or offensive activity shall be carried on or upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Trash, garbage or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted. No person shall kindle, start, maintain or conduct outdoor burning or open fires, including but not

limited to, the burning of trash, paper, cardboard, leaves, grass, other yard waste or items that emit noxious or hazardous smoke as determined by the Village Fire & Rescue Department, except a fire for outdoor cooking or recreation. The fire for cooking or recreation shall be in a grill, fireplace or other equipment specifically designed for outdoor residential uses. Paper or cardboard may be used as a starting device but not as the primary component to burn.

No vehicle (including, without limitation recreational type vehicles such as snowmobiles or all-terrain vehicles), truck, trailer, bus, tent, shack, garage, barn or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time.

There shall be no outside parking of boats or recreational type vehicles, including but not limited to snowmobiles or all-terrain vehicles; these must be stored in garages. No trucks, buses or vehicles other than private passenger cars or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot. No vehicles shall be continuously parked on the streets or roadways for more than forty-eight (48) hours, but shall be parked on the driveway of the Lot or in the private garage.

No snowmobiles, all-terrain vehicles or other similar vehicles, or similar means of transportation, shall be operated within the Property at any time.

3.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that up to two (2) dogs, three (3) cats and an unlimited number of other small household pets (such as canaries or parakeets) may be kept in a manner which will not disturb the high type and quality of life and the environment of the Property provided that no animals shall be kept, bred or maintained for any commercial purposes. Dog runs and outside dog houses are prohibited.

3.16 Garages: Parking.

3.16.1 Each Lot shall have a private enclosed garage (attached to the dwelling) for on-site storage of not less than two automobiles for each single-family dwelling built upon such Lot, to be connected to the street by a properly surfaced asphalt, concrete or brick driveway (which driveway shall be installed and completed within one year from the date of occupancy of the dwelling), as may be allowed by Village ordinance or regulations.

3.16.2 The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the approval of the Architectural Control Committee.

3.17 Driveway Access. All driveways shall be located a minimum of five (5) feet from the side property line. Driveway access is limited on all corner lots per the Subdivision Plat. Neither Owners nor their contractors shall saw, cut or otherwise alter

any portion of the mountable curb prior to, upon, or after installation of the driveway. The locations of all driveways shall be subject to the approval of the Architectural Control Committee.

3.18 Roofing Material and Construction.

3.18.1 All dwellings proposed to be erected, altered or modified shall specify on the construction plans dwelling materials acceptable in quality to the Architectural Control Committee and the construction shall be carried out with such roofing materials as approved by the Architectural Control Committee.

3.18.2 All dwellings shall have pitched roofs with a pitch to be approved by the Architectural Control Committee in conformity with Village requirements.

3.19 Architectural Design Philosophy; Exterior Building Materials and Dwelling Quality.

3.19.1 To ensure the harmonious appearance of the development, the Architectural Control Committee shall adhere to the following design objectives in reviewing architectural plans for dwellings:

The architectural design of dwellings should create visual variety, and at the same time, promote an integrated character for the neighborhood. Providing variety with continuity to avoid monotony is the objective. Dwellings within the development should be of a similar type and size and be designed so that streetscapes are unified. The general architectural vernacular for the Whispering Knoll single-family development shall be traditional, using traditional building materials. There shall be no blank siding walls. Each wall shall have at least one (1) window.

3.19.2 All dwellings proposed to be erected, altered or modified shall, on the construction plans, denote material(s) proposed to be used. The front façade of each dwelling (except for the trim) shall be at least sixty-five percent (65%) brick, stone or similar masonry product. All-wood or siding facades shall be permitted when the architectural vernacular has traditionally employed such material. The Architectural Control Committee may make exceptions to the restrictions on façade materials where design elements make the use of such materials appropriate.

3.19.3 The design, layout and exterior appearance of each dwelling proposed to be erected, altered or modified shall be such that, in the opinion of the Architectural Control Committee at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

3.19.4 The proposed color schemes for a dwelling to be erected, altered, modified or repainted with a new color scheme shall be submitted to the Architectural Control Committee for approval prior to painting or staining. It shall be the objective of the

Committee to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

3.19.5 Hung bays shall not be permitted on first floor at any dwelling, except for boxed, bow or bay windows.

3.19.6 In an effort to avoid monotony within the subdivision, the Developer shall provide a total of nine (9) different house styles with a combination of about 80 different exterior elevation options for the property owner. The house styles on file with the Village include: the Astoria, Biltmore, Carrington, Dorchester, Essington, Fairfield, Plan G and two other house style plans to be submitted to the Village by June 1, 2005. Any additional or different elevation other than those submitted or to be submitted to the Village by June 1, 2005 shall be acceptable to the Village.

3.19.7 No identical house style with the same front elevation with the same siding colors or brick colors of a house (excluding the colors of the accent trim, garage doors, roof, downspouts or similar details which may be the same) shall be permitted on abutting or adjacent lots on the same street or on lots directly across the street. In the event that the lot lines of a lot extended across the street bisects, touches or encompasses more than one lot, the same restriction shall apply to the lots bisected, touched or encompassed, regardless of the direction of house placement on the lots across the street. In the event that the lot lines of a lot extended across the street bisects, touches or encompasses more than one lot, the same restriction shall apply to the lots bisected, encompassed or touched. Three examples of these restrictions are set forth below:

If the side lot lines of Lot 23 are extended across the street, they bisect or touch the corners of Lots 8, 9, 10, 11, 12 and 13. Therefore, no identical house style with the same front elevation constructed on Lot 23 shall be constructed on Lots 8, 9, 10, 11, 12, 13, 24, or 28.

If the side lot lines of Lot 24 are extended across the street, they bisect or touch the corners of Lots 6, 7 and 8. Therefore, no identical house style with the same front elevation constructed on Lot 24 shall be constructed on Lots 6, 7, 8, 23 and 25.

If the side lot lines of Lot 25 are extended across the street, they bisect or touch the corners of Lots 3, 4, 5 and 6. Therefore, no identical house style with the same front elevation constructed on Lot 25 shall be constructed on Lots 3, 4, 5, and 6, 7, 24 and 26.

3.20 Initial Construction of Common Areas.

3.20.1 Notwithstanding anything contained herein to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the Common Areas as described in Section 3.3 hereof.

3.20.2 Upon the transfer by the Developer to the Association of the following responsibilities, the Association shall have the obligation for the following:

(a) Maintaining the dedicated storm water drainage, maintenance and access easement areas located on Lots 2-7, 11-13, 14, 16, 21-22, 28 and 31-35 on the Plat in a functional, neat and nuisance free condition to handle stormwater and drainage in the Subdivision, which maintenance shall include, as needed, seeding or sodding, removing of trash, debris, leaves and brush, mowing and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the drainage easement which blocks, diverts or reroutes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose and as approved by the Village.

(b) Maintaining: the one (1) cul-de-sac landscaped island in the Dedicated Public Street at the intersection of 107th Place and 44th Avenue and the landscaped island area at the main entry on 108th Street in a clean, mowed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering and the removing of trash, debris, leaves and brush in order to prevent a nuisance condition. No driveways, signage, parking areas, structures or fences shall be erected within the cul-de-sac and boulevard island which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose and as approved by the Village.

(c) Maintaining the dedicated storm water drainage, retention basin, access and maintenance easement areas in Outlot 2 in a functional, neat and nuisance free condition to handle stormwater and drainage in or on the Property. Such maintenance shall include, without limitation and as needed, grading, topsoiling, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; mowing; and weeding to prevent nuisance conditions. No driveways, fences, signage, lighting or structures shall be erected within the outlet drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose and as approved by the Village.

(d) Maintaining the Dedicated Woodland Protection and Preservation Easement Areas, if any, located on Lots 1, 4 through 11, 39 and 40 and Outlot 3 as shown on the Plat. No trees larger than eight (8) inches shall be cut or removed unless they are decayed and no digging, dredging, filling, grading, dumping or other land disturbance shall be permitted in

such area, without the prior approval of the Village and subject to any conditions as the Village may impose and as approved by the Village.

(e) Maintaining the Dedicated Wetland Protection and Preservation Easement Areas on Outlots 1, 2 and 3 shown on the Plat. The Wetland Protection Areas shall be protected and maintained as a wetland and no digging, dredging, filling, grading, dumping or other land disturbance shall be permitted in such area, without the prior approval of the Village and the Wisconsin Department of Natural Resources (WI DNR) and subject to any conditions as may be imposed by the Village or the WI DNR.

(f) Clearing, maintaining, repairing and replacing any sidewalks if required by the Village within the non-roadway areas of the Dedicated Public Streets; clearing, maintaining, repairing and replacing the concrete pedestrian walkway located between Lots 6 and 7 shown on the Plat; constructing, installing, repairing altering, replacing and maintaining of the mailboxes located in one or more of the Dedicated Public Street areas; paying the costs of electricity for street lights (but not the repair, maintenance or replacement thereof or the cost thereof, which will be the responsibility of the Village after the public street improvements required by the Village to be constructed by Developer have been constructed by it and inspected by, dedicated to and accepted by the Village).

(g) Maintaining, repairing and replacing the Entrance Monument and its related landscaping located adjacent to said monument.

(h) Maintaining and replacing the lighting, furniture and equipment, if any, maintaining and installing street tree plantings, landscape elements in the Dedicated Public Streets including the cul-de-sac and boulevard islands and otherwise maintaining open space on the Plat, in a neat and nuisance free condition. Such maintenance shall include, without limitation and as needed, replacement and any maintenance as necessary or as required by the Village.

To the extent that the Village performs any of the responsibilities of the Association set forth in this Section, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from the Association as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. The obligations contained within this Section 3.20.2 and as imposed by the Subdivision Plat shall run with the land, shall be binding upon Developer, its successors, assigns and successors in title, and shall benefit and be enforceable by the Village and the Association.

3.20.3 The Owner of the Lot shall be responsible for maintaining the street trees and grassy areas planted in the Dedicated Public Streets (right-of-way) abutting his or her Lot. Such maintenance shall include, without limitation and as needed, watering, pruning,

trimming, cutting, re-staking, placing mulch around the trees and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected which damages the trees or might interfere with the Village's rights, nor may any signage, banners festoons or the like be attached or affixed to the public street trees, unless in any of the above cases, express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. Subject to any warranty that may have been given by the Developer, any street trees, which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Owner of the adjacent lot within sixty (60) days of its removal, weather permitting. The Village shall have no maintenance obligations with respect to the street trees or other planting materials. To the extent that the Village performs any such street tree or street yard, mowing, weeding or watering or any other maintenance activities which are the responsibility of a Lot Owner, such Lot Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications and easement provisions on the Subdivision Plat with respect to the street trees, the Village shall have no obligation to do anything pursuant to its rights.

3.21 Prohibition of Destroying or Removing Trees in the Woodland Preservation and Protection Easement Areas. Neither the Association nor a Lot Owner or any invitee of either thereof shall remove, destroy, mutilate or otherwise harm any healthy tree in any of the areas designated on the Subdivision Plat as Woodland Preservation and Protection Easement Areas unless approved by the Village. Penalties for any violation of this Section 3.21 are set forth in Section 7.7 hereof.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1. Incorporation of the Association. The Developer has caused there to be incorporated a Wisconsin not-for-profit corporation known as the "Whispering Knoll Homeowners' Association, Inc.," which corporation shall be and act in the capacity of the Association.

4.2. Turnover Date. The Developer shall, through the Board of Directors appointed by it in accordance with Section 4.3 hereof, exercise control over all Association matters, until the first to occur of the following: (a) the date which is ten (10) years from the date of the sale of the first Lot to an Owner other than an assignee of or successor in interest to Developer as provided in Section 4.2 hereof, (b) the date on which the Developer (or an assignee of or successor in interest to Developer as provided in Section 4.2 hereof) ceases to be the Owner of at least twenty-five percent (25%) of the Lots, or (c) the date that the Developer elects voluntarily to turn over to the Owners the authority to appoint the Board. The date upon which the authority to appoint the Board