Document Number

DECLARATION OF RESTRICTIONS AND COVENANTS FOR SUGAR CREEK PRESERVE

Document Name

Recording Area

Name and Return Address
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Parcel Identification Number (PIN)

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR SUGAR CREEK PRESERVE ("Declaration") is made this _____ day of March, 2005, by SUGAR CREEK PRESERVE, LLC, a Wisconsin limited liability company ("Declarant").

RECITAL

Declarant owns certain real property located in the Town of Lafayette, County of Walworth, Wisconsin, more particularly described in the attached Exhibit A incorporated herein, for which, concurrently herewith, Declarant has obtained from the appropriate governmental authorities approval of the Final Plat ("Plat") for Sugar Creek Preserve ("Sugar Creek Preserve"), consisting of 52 single-family residential lots and four outlots, and Declarant desires to subject the lots and the outlots to the conditions, restrictions, covenants, reservations, and easements of this Declaration for the benefit of each Owner of any of the lots and the outlots, to protect each Owner, and its successors and assigns, with certain restrictions and protective covenants, that Sugar Creek Preserve may develop in a desirable manner and the aesthetic, land conservation, and financial values of Sugar Creek Preserve may be maintained and enhanced.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A hereto shall be used, held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

Definitions.

(a) "**Architectural Control Committee**" or "**Committee**" shall mean the committee described in Article III, below.

(b) "**Association**" shall mean the corporation described in Article IV, below.

(c) "**Board**" shall mean the Board of Directors of the Association described in Article IV, below.

(d) "**Conservation Area**" shall mean the portions of Sugar Creek Preserve delineated as Outlot 1 and Outlot 2 on the Plat, consisting of approximately 165.05 acres and 20.34 acres, respectively, for a total of approximately 185.09 acres.

(e) "**Conservation Plan**" shall mean the Sugar Creek Preserve Conservation Plan and all exhibits thereto, dated August 27, 2004, prepared by Natural Resources Consulting, Inc., for the restoration and maintenance as wet meadows, prairie, woodlands, savannah, and wetland of the Conservation Area, as from time to time amended by Declarant or the Association.

(f) "**Dam**" shall mean the earthen dam that maintains the Lake at its west-northwest shore, and all accessions thereto and replacements thereof, to be owned, maintained, inspected, repaired, and replaced by the Association.

(g) "**Driveways**" shall mean the two private driveways delineated on the Plat extending from the Roads to the lot lines of Lot 49 (labeled as "Private Drive" on the Plat) and to Lots 47 and 48 (labeled as "Private Roadway Easement to Lot 47 & 48 Only" on the Plat), to be constructed by Declarant and owned, maintained, kept free of snow and debris, repaired, and replaced by the Association.

(h) "**Family**" shall mean one or more than one Person living, cooking, sleeping, or eating on premises as a single housekeeping group.

(i) "**Lake**" shall mean Cygnet Lake, situated entirely within Outlot 1 and depicted as "Pond" on the Plat.

(j) "**Lot**" shall mean a lot in Sugar Creek Preserve platted for residential development, excluding the outlots.

(k) "**Outlot 1**" shall mean the portion of Sugar Creek Preserve delineated as Outlot 1 on the Plat.

(l) "**Outlot 2**" shall mean the portion of Sugar Creek Preserve delineated as Outlot 2 on the Plat.

(m) "**Outlot 3**" shall mean the portion of Sugar Creek Preserve delineated as Outlot 3 on the Plat and containing the Roads.

(n) "**Outlot 4**" shall mean the portion of Sugar Creek Preserve delineated as Outlot 4 on the Plat and containing a landscaped cul-de-sac.

(o) "**Owner**" shall mean the Person or Persons whose estates or interests, individually or collectively, at any time, constitute an aggregate fee simple ownership in a Lot, excluding any mortgagee or other holder of an interest in any Lot merely as security for the performance of an obligation unless and until such mortgagee or other holder has acquired title pursuant to foreclosure or by deed in lieu of foreclosure.

(p) "**Person**" shall mean a natural person, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination thereof, capable of holding legal title to real property.

(q) "**Rain Garden**" shall mean a Rain Garden as defined in Section 3.4 of Exhibit B attached hereto.

(r) "**Roads**" shall mean the "Private Road" identified as such and situated within Outlot 3, to be constructed by Declarant and owned, maintained, kept free of snow and debris, repaired, and replaced by the Association, to town road standards, providing access from each Lot to Bowers Road.

(s) **"Stormwater Management System"** shall mean a system of surface water drainage management established for Sugar Creek Preserve by the grading plan, the stormwater management plan, and the operation and maintenance plan prepared by Declarant and approved by the Walworth County Land Conservation Department and engineers for the Town of Lafayette.

ARTICLE I
SUBJECT SUBDIVISION

1.1 The property subject to this Declaration shall be the real property more particularly described in Exhibit A, consisting of 52 single-family Lots and four outlots.

1.2 **Conservation Area**. Concurrently with the recording of this Declaration, Declarant shall grant a perpetual, nonexclusive conservation easement ("Conservation Easement") over the Conservation Area to an entity that qualifies as an easement holder under the Uniform Conservation Easement Act, Wis. Stat. § 700.40, as amended from time to time ("Easement Holder"). The Easement Holder shall hold the Conservation Easement pursuant to its terms, as they may from time to time be amended, and the use of the Conservation Area by the Association or any Owner shall be subject to the Conservation Easement. Such use shall also be subject to the provisions of the Conservation Plan. No improvements shall be permitted in the Conservation Area, except entrance subdivision monuments, children's play structures, a gazebo, walking trails, trail head signs, portions of the Stormwater Management System, the maintenance road to the Lake, the existing automobile parking area on Outlot 1 north of Lot 15, the Driveway serving Lot 49,

any other improvements agreed upon by the Easement Holder and Declarant or the Association, and approved by the governmental authorities with jurisdiction thereof, and, as described in the Conservation Plan, the lakeview seating area and steps from it to the Lake, the central common picnic area, the spring pond sitting area, the meadows picnic area, and the landscaping in the landscape buffer areas.

ARTICLE II
GENERAL PROVISIONS

2.1 **General Purpose**. The general purpose of this Declaration is to promote the harmonious development of Sugar Creek Preserve into a residential district of the highest quality while protecting the natural beauty and quality of the environment. In addition, this Declaration is to insure that Sugar Creek Preserve will become and remain an attractive community; to preserve the open space within Sugar Creek Preserve; to insure the most appropriate development and improvement of each Lot; to guard against the erection therein of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to encourage and secure the erection of attractive homes in appropriate locations on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for high quality improvements while remaining sensitive to preserving the natural environment, and thereby maintain and enhance the values of investments made by purchasers of building sites in Sugar Creek Preserve.

2.2 **Agricultural Surroundings**. Each Owner understands, recognizes, and accepts that the concept behind Sugar Creek Preserve is to create a community that is respectful to and harmonious with the surrounding environment. Part of the appeal and ambience of Sugar Creek Preserve is its location in a rural area which is actively farmed. Each Owner further understands, recognizes, and accepts that certain activities and byproducts associated with active agricultural operations on properties surrounding Sugar Creek Preserve, including, without limitation, noise, odor (including odor of manure), aerial spraying, dust, and lights, may be present, near, or adjacent to his or her Lot and to the Conservation Area.

2.3 **Architectural Control**. No building or other improvement shall be erected, placed, or altered on any Lot until the site improvement survey, grading plan, landscaping plan, and building construction plans and specifications, and other required submittals, have been approved, in writing, by the Architectural Control Committee, pursuant to the provisions of the attached Exhibit B incorporated herein.

ARTICLE III
ARCHITECTURAL CONTROL COMMITTEE

3.1 **Establishment, Duties, Membership**.

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

(b) The Committee shall consist of three members. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers to the Committee until such designation has been revoked by a majority of the Committee.

(c) The initial members of the Committee are:

(i) Robert W. Keefe
(ii) Michael K. Keefe
(iii) Kurt Andrae

In the event of any vacancy on the Committee, Declarant shall appoint a new member to fill the vacancy. Any provision of this Declaration to the contrary notwithstanding, the date on which all of the Lots have been conveyed to Owners other than Declarant or entities controlled by Declarant, the two of the three Committee members shall, within 30 days thereafter, resign from the Committee. Thereafter, the Board shall elect two of the members to a term of one year each, and fill vacancies on the Committee from among the Association members, and Declarant shall elect the third Committee member, who need not be an Association member, until such time as Declarant, in its discretion, assigns its right to elect such Committee member to the Association. Such third member shall thereafter be elected by the Board in the same manner as the other members of the Committee.

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

3.2 **Standards**. The Committee shall have the right to reject any plans submitted pursuant to Exhibit B which, in the sole opinion of a majority of its members or the representative of the Committee:

(a) Are not in conformity with the restrictions in Exhibit B; or

(b) Are not desirable for aesthetic reasons; or

(c) Are not in harmony with the surrounding Lots or the Conservation Area; or

(d) Have exterior lighting, exterior signs, or other exterior structures, fencing, or landscaping which are not desirable for aesthetic reasons; or

(e) Are not in conformity with the general purpose of this Declaration.

By way of example, the Committee may consider the height, space, color, materials, trash disposal areas, garages, drives, walks, decks, patios, pools, fencing, landscaping, grading, and drainage of the proposed improvements and the use of the Lot.

3.3 **Review Fee**. Plans and specifications submitted to the Committee for review shall be accompanied by a review fee in the amount of $300.00. Such review fee may be changed from time to time by the Committee, as reasonably necessary, in the Committee's sole discretion, to pay the costs of the Committee to review such plans and specifications, including, without limitation, the cost of any consultants retained by the Committee in connection with such review. No plans and specifications shall be reviewed unless and until such review fee has been paid.

3.4 **Occupancy**. No building or improvement shall be occupied unless it has been approved by the Committee pursuant to this Declaration and has been substantially completed. A building or improvement may be occupied if the approved construction has not been completed, with such occupancy conditional on the Owner first providing the Committee with a bond acceptable to it which ensures that the construction shall be fully completed in accordance with the approved plans within a reasonable time period.

ARTICLE IV
HOMEOWNERS ASSOCIATION

4.1 **Membership**. Declarant has formed an Association having the name "Sugar Creek Preserve Homeowners Association, Inc.," being a Wisconsin nonstock membership corporation formed by Declarant for the purpose of maintaining, improving, policing, restoring, and preserving properties in which its members shall have common rights of usage and enjoyment. Within 30 days following the recordation of this Declaration, Declarant shall convey the Conservation Area (i.e., Outlot 1 and Outlot 2), Outlot 3 and the Roads to be constructed by Declarant thereon, Outlot 4, and the Stormwater Management System to the Association. Within the earlier of five years following the recordation of this Declaration, or upon the conveyance of all of the Lots to Owners other than Declarant or entities controlled by Declarant, the powers and authorities of Declarant as set forth

throughout this Declaration, except as otherwise expressly reserved to Declarant hereunder or pursuant to the instrument of assignment to a successor-Declarant pertaining thereto, shall be vested in the Association. The Association shall be governed in accordance with the Articles of Incorporation prescribed by Declarant. Until such time as the Association is created and turned over to the Owners, all of the rights, powers, and duties of the Association as set forth herein shall remain vested in and may be exercised by Declarant.

4.2 **Association Membership**. Each Owner shall be a member of the Association so long as such Owner is an Owner of a Lot. Ownership of a Lot shall be the sole qualification for membership. An Owner's membership shall automatically terminate when such Owner ceases to be an Owner of a Lot. Upon the conveyance or transfer of an Owner's Lot to a new Owner, the new Owner shall automatically and simultaneously succeed to the former Owner's membership in the Association. Such succession of interest shall not, however, relieve the former Owner of such former Owner's obligation for any assessments which were levied or became due while such former Owner was an Owner under this Declaration.

4.3 **Association Responsibilities**. The Association, acting through its Board, shall have the responsibility of (i) enforcing and administering the terms of this Declaration, (ii) establishing and approving the annual budget (including necessary reserves), and (iii) establishing and collecting assessments for and arranging for the management, maintenance, repair, and rehabilitation of the Conservation Area and the Outlots, pursuant to the Conservation Plan, and the Stormwater Management System, for the common use and enjoyment of the Owners.

4.4 **Bylaws**. The Association may adopt such Bylaws, not inconsistent with the provisions of this Declaration, as are necessary to fulfill its functions. Unless and until such Bylaws are adopted, this Declaration shall serve as the Bylaws of the Association. In the event of a conflict between any provision of this Declaration and any provision of the Bylaws, the Declaration provision shall control. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of the Owners pursuant to this Declaration.

4.5 **Voting Rights**.

(a) There shall be one Person with respect to each Lot who shall be entitled to vote at any meeting of the Association ("Voting Member"). The Voting Member may be the Owner or may be a Person designated in writing by such Owner to act as proxy on such Owner's behalf and need not be an Owner. Such designation shall be made in writing by the Owner to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetency of any designator, or by written notice to the Board by the Owner. It shall be the obligation of each Owner to furnish written notice to the Board of the current mailing address of the Owner and the Voting Member, if different from the Owner, for the purpose of receiving notice, signed by all Persons

constituting aggregate fee simple ownership of the Lot (excepting any Person holding only a mortgage or other security interest therein). When the Owner is more than one Person, the Voting Member and the vote of such Owner shall be determined among such Persons as they may see fit, but not more than one vote, and no fractional votes, may be cast on behalf of any Owner.

(b) During any period in which an Owner is in default in the payment of any assessment or special assessment levied by the Association pursuant to this Declaration, the voting rights of such Owner shall be suspended, and the Association shall further have the right to suspend any or all services to such Owner until such default is cured.

4.6 **Meetings**.

(a) **Location/Quorum**. Meetings of the Voting Members shall be held at the Property, or at such other reasonable location in the County of Walworth, Wisconsin ("County"), as may be designated in any notice of a meeting. The presence in person or by written proxy at any meeting of the Voting Members having at least 51 percent of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting. All meetings of the Voting Members shall be open to all Owners. Withdrawal of a Voting Member from any meeting shall not cause failure of a duly constituted quorum at that meeting.

(b) **Annual Meeting**. The initial meeting of the Voting Members shall be held within 60 days of the date when the Association is to be turned over to the Owners, as set forth in Section 4.1 hereof, upon not less than 10, and not more than 60, days written notice given by Declarant. Thereafter, there shall be an annual meeting of the Voting Members during the first quarter of each calendar year, at such reasonable time and date as may be designated by written notice of the Board delivered to the Voting Members not less than 10, and not more than 60, days prior to the date fixed for such meeting.

(c) **Special Meetings**. Special meetings of the Voting Members may be called at any time for the purpose of considering special assessments by the Association or matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other purpose. Such meetings shall be called by written notice authorized by a majority of the Board or by the Voting Members having one-third of the total votes and delivered not less than 10, and not more than 60, days prior to the date of the meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

(d) **Notices of Meetings**. Notices of meetings required to be given herein shall be delivered either personally or by first class mail, postage prepaid, to the Voting Members, addressed to each such person at the address given to the Board for the purpose of service of such notice, or to the Owner at the address of the tax assessee of record for such Lot, if no other address has been given to the Board.

4.7 **Board of Directors**.

(a) For purposes of incorporating the Association, Declarant may select an initial Board consisting of three Persons, who may or may not be Owners, to serve in such capacity until the initial meeting of the Voting Members and the election of a Board at said meeting.

(b) At the initial meeting of the Voting Members, and at each annual meeting thereafter, a Board consisting of five Owners shall be elected by a majority of the Voting Members, each to serve a term of one year and until his or her successor is elected and qualified. Board members shall serve the Association without compensation.

(c) The Board shall elect from among its members a President, who shall preside over both its meetings and those of the Voting Members and who shall be the chief executive officer of the Board and the Association, and a Secretary-Treasurer, who shall keep the minutes and records of the Board and the Association and perform all the usual functions of a Secretary and Treasurer.

(d) Vacancies in the Board caused by any reason shall be filled by a vote of the Voting Members at a special meeting called for that purpose.

(e) At any meeting of the Voting Members duly called, any one or more of the members of the Board may be removed with or without cause by a majority of the Voting Members, and a successor may then and there be elected to fill the vacancy thus created. Any such member whose removal has been proposed shall be given an opportunity to be heard at the meeting.

(f) Except as otherwise expressly provided in this Declaration or in the Bylaws of the Association, the Board shall act by the majority vote of its members present at meetings called from time to time as a majority of the Board may determine. A majority of the Board shall constitute a quorum. No meetings may be held without notice to all members of the Board, which shall also set forth specifically the business to be conducted. Anything herein to the contrary notwithstanding, any action authorized herein to be taken by the Board at a meeting pursuant to notice may be taken by informal action consisting of a written resolution signed by all of the members of the Board and setting forth the action taken or authorized and waiving notice of a meeting and agreeing to the use of the informal procedure hereby authorized.

4.8 **Powers and Duties of the Board**. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things that are not by this Declaration or the Association's Bylaws directed to be exercised by the Owners, including, without limitation, the following:

(a) To provide for the planting, care, management, improvement, maintenance, restoration, repair, renewal, replacement, and rehabilitation of the Conservation Area, pursuant to the

Conservation Plan, the landscaped cul-de-sac within Outlot 4, and for the Stormwater Management System;

(b) To remove snow and debris from, maintain, repair, and replace the Roads, as asphalt-surfaced private roads, built to town road standards, in compliance with the laws of the State of Wisconsin and Walworth County;

(c) To remove snow and debris from, maintain, repair, and replace the Driveways;

(d) To provide for the operation, regular inspection, care, management, improvement, maintenance, restoration, repair, renewal, and replacement of the Dam in a good, functional, and attractive condition, including, without limitation, the execution and update of the emergency action plan and the operation, inspection, and maintenance plan required by the Wisconsin Department of Natural Resources;

(e) To maintain, repair, and replace the 60-inch high woven wire and barbed wire fence erected by Declarant along the triangular-shaped portion of the southern boundary of Outlot 1 that is west and south of Lot 5 of Sugar Creek Preserve;

(f) To maintain, repair, and replace any 1,680 foot barbed-wire fence erected by Declarant on Outlot 1 along a portion of the west property line thereof, sharing equally the cost of such maintenance, repair, and replacement with the adjoining owner, pursuant to the Conditional Use Permit for Sugar Creek Preserve, issued May 11, 2004, and amended September 17, 2004, and January 21, 2005;

(g) To maintain, repair, and replace the berm and trees installed by Declarant on Outlot 2 along the property line which abuts the real property more particularly described in the attached Exhibit C incorporated herein ("Jacques Property");

(h) To enforce the 75-foot rear yard setback imposed on Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5 of Sugar Creek Preserve, as delineated on the Plat;

(i) To maintain, repair, renew, and replace subdivision signs and landscaping on Outlot 2 at the entrances to Sugar Creek Preserve;

(j) To maintain, renew, and replace the landscaping installed by Declarant within the Easement Area delineated on the Plat across portions of Lot 50, Lot 51, and Lot 52 of Sugar Creek Preserve;

(k) To cause to be prepared the annual budget covering the estimated cost of all required operations of and all other expenses in connection with the Association, for approval and adoption by a majority of the Owners, to levy an assessment against each Owner for such Owner's proportionate share thereof, to levy any further and additional assessments approved by a majority of the Owners from time to time during the year pursuant to this Declaration, and to notify each Owner of the annual budget, the annual assessment, and any special assessments against such Owner's Lot, and to collect the same, all in accordance with this Declaration;

(l) To procure and maintain such public liability, workers' compensation, fidelity, directors and officers' liability, and other insurance in such amounts, and insuring the Owners, the Association, and the Board against such risks, as the Board may in its discretion deem appropriate; provided, however, that in no event shall comprehensive general liability insurance coverage be in an amount less than $1,000,000.00 for each person and each occurrence;

(m) To deposit from time to time to the credit of the Association funds in savings, money market, and checking accounts in such banks, trust companies, or other depositaries as the Board may select;

(n) To authorize any officer or officers or agent or agents of the Association to enter into contracts or to execute and deliver instruments in the name of and on behalf of the Association;

(o) To keep correct and complete books and records of account and minutes of the proceedings of the Board and committees having any of the authority of the Board. All books and records of the Association may be inspected by any Owner, Voting Member, or member of the Board, or his or her agent or attorney, for any proper purpose at any reasonable time;

(p) To provide to the holder of a first mortgage on any Lot, upon written request, written notice of any default by the Owner of such Lot in the performance of any obligation under this Declaration which is not cured within 30 days. This provision

may not be amended without the written consent of all holders of first mortgages on the Lots;

(q) To take such action as may be necessary to establish and enforce the rules and regulations governing the use and enjoyment of the Conservation Area;

(r) To take such action as may be necessary to enforce the provisions of this Declaration; and

(s) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Owners by the Bylaws or this Declaration.

4.9 **Indemnity of Board of Directors**. The members of the Board, and the officers thereof, shall not be liable to the Owners or any mortgage holder for any mistake of judgment or any negligent acts or omissions made in good faith as such members or officers. The Owners shall indemnify and hold harmless such members and officers against all costs and expenses, including reasonable attorney fees, in connection with any suit or other action relating to the performance of their duties hereunder.

4.10 **Board's Determination Binding**. In the event of any dispute or disagreement among the Owners relating to any question of interpretation or application of the provisions of this Declaration or the Bylaws of the Association, the determination thereof by the Board shall be final and binding on all such Owners.

ARTICLE V
ASSESSMENTS

5.1 **Lien and Personal Obligation of Assessments**. Each Owner, other than Declarant, by acceptance of the deed to such Owner's Lot, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments, as hereinafter authorized, fixed, established, and collected from time to time as herein provided. No such assessments shall be assessed against any Lot while owned by Declarant or an entity controlled by Declarant. Upon closing the purchase of a Lot from Declarant or an entity controlled by Declarant, such Owner shall pay to the Association a one-time fee equal to the sum of $500.00 and the annual assessment for such Lot in the year of closing, to supplement the reserves of the Association. Additionally, each subsequent Owner, upon closing the purchase of his or her Lot, shall pay to the Association a fee in the amount of $500.00, or such larger amount as the Board may from time to time deem reasonable, to supplement a contingency fund of the Association for capital improvements by the Association to the Conservation Area, the Lake, or the Dam.

5.2 **Purpose of Assessments**. The assessments levied by the Association shall be used exclusively to carry out the responsibilities of the Association, including,

without limitation, the payment of the necessary organization of the Association, and insurance and other costs and expenses incident to the care, maintenance, repair, and replacement of the Conservation Area, pursuant to the Conservation Plan, and the Lake, the Dam, the Roads, and the Stormwater Management System, for the common usage and enjoyment of the Owners.

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

5.4 **Special Assessments for Extraordinary Items**. In addition to the annual assessments authorized by Section 5.3 hereof, the Association may levy a special assessment, which shall be assessed uniformly against each Lot, for the purpose of defraying, in whole or in part, any operating deficit, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation, or maintenance of the Stormwater Management System, the Conservation Area, the Lake, the Dam, or the Roads, provided that any such assessment shall have the assent of a majority of the Voting Members present either in person or by proxy on the question at a special meeting, for which a quorum shall be a majority of the Voting Members, duly called by the Board for this purpose, written notice of which shall be sent to all Voting Members not less than 10, and not more than 60, days in advance, and shall set forth the nature of the proposed assessment. Upon such assent, the Board shall assess and levy such special assessment equally among the Lots.

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

5.6 **Nonpayment of Assessment; Remedies**. If a regular assessment or a special assessment levied against any Lot remains unpaid for a period of 60 days from the date of such levy, the Board may, in its discretion, file a claim for a maintenance lien against such Lot ("Claim"). The Claim may be filed at any time within six months after the date of the levy. The Claim shall be filed in the office of the Clerk of Circuit Court of Walworth County. The Claim shall refer to the resolution authorizing the levy and the date of such

resolution, the name of the Association or its assignee, the name of the Person against whom the assessment is levied, a description of the Lot affected by the levy, and a statement of the amount claimed. The Claim shall be signed on behalf of the Association by two of its officers or by its counsel. The Association may, in the discretion of the Board, foreclose upon any Claim, pursuant to the provisions of Wis. Stat. § 779.70, as amended from time to time.

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

ARTICLE VI
EASEMENTS, GENERAL RESTRICTIONS

6.1 **Stormwater Management System Maintenance**. The Association shall maintain the Stormwater Management System installed within or upon the Conservation Area and the Outlots. Each Owner shall maintain any portion of the Stormwater Management System that lies within or upon the Lot of such Owner. Such maintenance of the Stormwater Management System shall include, without limitation, on an annual basis, the removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment, and, as needed, sediment removal. The Stormwater Management System areas shall not be filled or have berms constructed on them. No Owner shall mow any portion of the Stormwater Management System situated within Outlot 3 or the Conservation Area, regardless of whether adjacent to his or her Lot.

6.2 **Lake**. The Lake is an integral part of the Stormwater Management System, and is intended for recreational use by each Owner, his or her Family, tenants, guests, and invitees. No motorized watercraft shall be allowed on the Lake. No private watercraft shall be stored on the Lake or in the Conservation Area. No Owner shall have any right to construct or maintain any pier on the Lake. Anyone entering or using the Lake does so at his or her own risk. By acceptance of a deed or other conveyance of a Lot, each Owner, and his or her heirs, personal representatives, successors, and assigns, waives, to the fullest extent permitted by law, all claims for liability against Declarant and the Association, and their respective agents, contractors, employees, officers, and directors, for injury or damage to person or property sustained in or about or resulting from the existence or use of the Lake. Each Owner, and his or her heirs, personal representatives, successors, and assigns, shall indemnify, defend, and hold harmless Declarant and the Association, and their respective agents, contractors, employees, officers, and directors, from and against all liabilities, claims, demands, costs, and expenses of any kind and nature, including, without limitation,

reasonable attorney fees, arising from any injury to any person, including death, or damage to property sustained in or about or resulting from the existence or use of the Lake. The use of the Lake is further subject to the provisions of the Conservation Plan.

6.3 **Failure to Maintain**. If any Owner fails to discharge his or her duties under this Declaration to maintain the portion of the Stormwater Management System on his or her Lot within 60 days of written demand therefor by the Association, the Association may discharge such duties, at the expense of such Owner.

6.4 **Reservation to Grant Utility and Stormwater Easements**. Declarant hereby reserves the right to grant and convey easements to the Town of Lafayette, to any public or private utility or communications company, and to the Association, upon, under, through, or across those portions of each Lot within 10 feet of any Lot line and any portion of Outlot 3, for purposes of permitting the Town of Lafayette, utility or communications company, or the Association to furnish telephone, cable television, natural gas, electric, fiberoptic, water, sewer, or other utility service within or through Sugar Creek Preserve, or to facilitate the drainage of storm or surface water within or through Sugar Creek Preserve pursuant to the Stormwater Management System. Declarant may grant such easements in its own name, and without the consent or approval of any Owner, until such time as Declarant or an entity controlled by Declarant has conveyed all its Lots to Persons other than a successor-Declarant. After such time, the Board shall have the power to grant such easements.

6.5 **Reservation to Grant Recreational Easements**. Declarant hereby reserves the right to grant and convey easements appurtenant to any and all real property adjacent and contiguous to Sugar Creek Preserve, presently or subsequently containing a single-family residence thereon and as may be subsequently divided, for the recreational use of the Conservation Area, including, without limitation, the Lake, by the owners thereof, their respective Families, tenants, guests, and invitees, with the same rights, and subject to the same duties, obligations, rules, and regulations imposed by the Declaration and the Conservation Easement that govern the Owners in their recreational use of the Conservation Area ("Recreational Easement"). The owner of each property to which the Recreational Easement is granted, and his or her successors and assigns, as a condition to such grant, shall pay annually to the Association, in the time and manner applicable to the Owners, such property's share, as defined below, of the annual and special assessments of the Association levied pursuant to Article V hereof; provided, however, that excluded from such share shall be the expenses under the subject annual budget of the Association that are directly attributable to the maintenance, repair, and replacement of, and the removal of snow and debris from, the Roads. Such property's share shall be a fraction, the numerator of which shall be one, and the denominator of which shall be the sum of all Lots and the total number of properties to which the Recreational Easement then appertains. The failure to timely pay such share for such property shall, in the sole discretion of the Board, result in the termination of the Recreational Easement for the subject property, if such share is not paid within 30 days after the date of the mailing, by certified mail, return receipt requested, of written notice of such failure by the Association to the owner of such property last-known to the Association at such owner's address last-known to the Association, or, if not so

known, to the address to which tax bills for such property are sent. The Board may reinstate the Recreational Easement of a property so terminated, on such terms and conditions as the Board, in its sole discretion, deems advisable. Declarant may grant Recreational Easements in its own name, and without the consent or approval of any Owner.

6.6 **Maintenance Easement**. Declarant hereby reserves, for itself and the Association, and their respective successors and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot and upon unimproved portions of any residence to mow, remove, clear, cut, or prune underbrush, weeds, stumps, or other unsightly growth, remove trash, or maintain such Lot so as to maintain reasonable standards of health, fire safety, and appearance within Sugar Creek Preserve, provided that such easement shall impose no duty or obligation upon Declarant or the Association to perform such actions. Any such actions shall be undertaken only after reasonable notice to the Owner that such action is deemed necessary or appropriate by Declarant or the Association. Such action shall be performed at such Owner's expense.

6.7 **Sales and Construction Offices**. Any provision of this Declaration to the contrary notwithstanding, Declarant hereby reserves for itself and its successors and assigns the alienable and transferable right and easement in and to Sugar Creek Preserve for the maintenance of signs, sales offices, construction offices, business offices, and model residences, together with such other facilities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the completion of improvements in Sugar Creek Preserve or the sale of Lots and any improvements thereon.

6.8 **Maintenance and Waste**. Each Owner shall maintain, at his or her expense, his or her Lot, buildings, improvements, and landscaping in good repair and a clean condition, including, without limitation, the maintenance of natural tree and plant cover, removal of noxious weeds, mowing of lawns, trimming of plants, repainting and repair of structures and fencing, repairing of drive and walk surfaces, and such other measures so as to maintain a clean and orderly environment and in accordance with the declared general purpose of this Declaration. The Lots, the Conservation Area, Outlot 3, and Outlot 4 shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept on a Lot, except in sanitary containers. Chemical treatment of plants and ground cover shall in no way alter, destroy, or contaminate the natural environment or water quality except in the case of noxious or dangerous plants or weeds.

6.9 **Offensive Activity**. No noxious or offensive activity shall be carried on upon any Lot, the Conservation Area, Outlot 3, or Outlot 4, and nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each Owner, and his or her Family, tenants, guests, and invitees, shall refrain from any act or use of a Lot, the Conservation Area, Outlot 3, or Outlot 4, which could cause disorderly, unsightly, or unkept conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of Sugar Creek Preserve. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm services, shall be located, used, or placed within Sugar Creek Preserve. No Owner, nor his or her Family, tenants, guests, or invitees, shall operate

any motorized recreational vehicles of any kind, including, without limitation, dirt bikes, personal recreational vehicles, go-carts, or all-terrain vehicles, on such Owner's Lot, the Conservation Area, or the Outlots. Any Owner, and his or her Family, tenants, guests, or invitees, who violates any part of this section shall be liable to the Association for the actual costs of removing the nuisance, including the confiscation of any vehicle used in violation of this section.

6.10 **Outdoor Parking**. All motor vehicles owned or used by an Owner or occupants other than temporary guests and visitors of the Owner shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that it becomes unavailable for parking motor vehicles therein. No mobile home, trailer, motorhome, tractor, truck, commercial vehicle of any type, camper, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or other similar vehicle shall be parked or stored outdoors in Sugar Creek Preserve.

6.11 **Preservation of Trees and Woodlands**. Any provision of this Declaration to the contrary notwithstanding, no Owner may remove any tree with a diameter of 8 inches or more from any Lot except (i) as necessary for the construction of the residence on the Lot, (ii) as necessary to permit driveways for ingress and egress to any residence, (iii) as necessary to remove any tree that poses a risk of falling, (iv) as permitted in writing by the Committee, in its sole discretion, and (v) dead trees. All portions of Lots beyond 100 feet from any residence shall remain in their natural state, except for the removal of nonnative species and underbrush, in the owner's discretion.

6.12 **Residential Use**. Each Lot and residence shall be used for single-family residential purposes only, and no trade or business of any kind shall be carried on therein. No more than one residence shall be located on any Lot. The use of a portion of a residence as an office by an Owner or his or her tenant shall not be considered a violation of this Declaration if such use does not create regular customer, client, or employee traffic. The use of a residence or a portion thereof for occasional business meetings or entertainment by the customers, clients, or employees of the Owner or his or her tenant shall not be considered a violation of this Declaration if such use does not create regular customer, client, or employee traffic. The lease or rental of a residence for residential purposes shall not violate this Declaration, provided that such lease or rental (i) is for not less than the entire Lot and all improvements thereon; (ii) is for a term of at least six months; and (iii) is otherwise in compliance with this Declaration. No Lot or residence thereon may be sold under any commercial time-sharing, time-interval, or similar right-to-use programs.

6.13 **75-Foot Setback**. On Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5 of Sugar Creek Preserve, there shall be a minimum rear yard setback of 75 feet ("75-Foot Setback"). The 75-Foot Setback shall run with the land and be appurtenant to the real property adjacent and contiguous to the south lot line of Outlot 1 that is more particularly described in the attached Exhibit D incorporated herein ("Potter Property").

6.14 **Landscape Easement**. No Owner of Lot 50, Lot 51, or Lot 52 of Sugar Creek Preserve, shall disturb, including, without limitation, by mowing, any of the

landscaping improvements installed, maintained, renewed, and replaced by the Association within the Easement Area on such Lot depicted on the Plat.

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

ARTICLE VII
MISCELLANEOUS

7.1 **Term**. This Declaration shall run with the land and shall be binding upon all persons claiming under Declarant for a period of 10 years from the date this Declaration is recorded. After the expiration of the mutual term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of 10 years.

7.2 **Expansion**. Declarant reserves the right to subject additional, unspecified real estate to the provisions of this Declaration in whole or in part.

7.3 **Amendment**. This Declaration may be amended at any time and in any respect by the recording of an instrument executed as follows:

(a) By Declarant, so long as it owns any parcel or Lot in Sugar Creek Preserve.

(b) After Declarant no longer owns any parcel or Lot in Sugar Creek Preserve, such instrument shall be executed by the Owners of at least 75 percent of the Lots.

Said amendment to the Declaration shall become effective only upon its recording in the Office of the Register of Deeds for Walworth County, Wisconsin.

7.4 **Enforcement**. The restrictions and covenants contained herein may be enforced by the Association, any Owner, or any governmental body having authority over Sugar Creek Preserve, by proceedings at law or in equity against any Person violating or attempting to violate the same, either to recover damages or to demand compliance.

7.5 **Conflict**. In the event of any conflict between these restrictions and the County's zoning and building regulations, the stricter provisions shall apply.

7.6 **Invalidity**. The invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first written above.

DECLARANT:

SUGAR CREEK PRESERVE, LLC, a Wisconsin limited liability company

By: KEEFE & ASSOCIATES, INC., a Wisconsin corporation and its sole Member

By:_____

_____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of March, 2005, the above-named _____, to me known to be the person who executed the foregoing document as the _____ of Keefe & Associates, Inc., a Wisconsin corporation, by his authority, and acknowledged the same.

_____
Notary Public, Walworth County, WI
My Commission Expires:_____

This instrument was drafted by:

James P. Howe, Esq.
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
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EXHIBIT A

LEGAL DESCRIPTION OF SUGAR CREEK PRESERVE

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 30, Lot 31, Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, Lot 39, Lot 40, Lot 41, Lot 42, Lot 43, Lot 44, Lot 45, Lot 46, Lot 47, Lot 48, Lot 49, Lot 50, Lot 51, Lot 52, Outlot 1, Outlot 2, Outlot 3, and Outlot 4, of Sugar Creek Preserve, being a subdivision of part of the Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, the Northeast 1/4, the Southeast 1/4, the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4, and the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 14, and the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 23, all in Town 3 North, Range 17 East, in the Town of Lafayette, Walworth County, Wisconsin. (End of legal description.)

EXHIBIT B

SUGAR CREEK PRESERVE

ARCHITECTURAL REVIEW GUIDELINES AND RESTRICTIONS

ARTICLE I.
INTRODUCTION

1.1 **Architectural Review Process.** Sugar Creek Preserve is an innovative plan for a quality residential community that blends with the countryside while restoring and preserving the natural character of the land. Restored native prairie, wet meadows, woodlands, savannah, wetlands, a natural stream, and the Lake create the setting for Sugar Creek Preserve. These features will make Sugar Creek Preserve one of the finest residential and recreational communities in the country.

Great care has been taken in the planning, design, and construction phases to insure aesthetic harmony within Sugar Creek Preserve. The quality of this land and generous open space will encourage higher quality homes and enhanced property values. To this end, it is of the utmost importance that this special character is further enhanced by housing designs which are creatively conceived, environmentally sensitive, and architecturally correct.

For this purpose, the Architectural Control Committee will review all designs, plans, and construction for:

- Consideration of primary site design issues.
- Sensitivity to the special landscape potential of the home site.
- Excellence in architectural design.

The architectural design guidelines set forth below (collectively, "Guidelines") have been created to provide Owners, architects, and contractors with a set of parameters for the preparation of their drawings and specifications. In order to properly evaluate a design, the Committee may require that house plans submitted for approval be drawn by a professional home designer or architect.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquility, and overall property values at Sugar Creek Preserve will be enhanced and preserved for the benefit of all present and future homeowners in Sugar Creek Preserve.

All house plans for new construction, additions, or exterior remodeling must be approved by the Committee prior to beginning any construction. The Committee must also approve all outbuildings, fences, decks, swimming pools, retaining walls, and other permanent landscape features.

Any Owner violating the restrictions contained herein shall be personally liable for, and shall reimburse Declarant, the Committee, and the Association, as the case may be, for all costs and expenses, including reasonable attorneys' fees, incurred by Declarant, the Committee, and the Association in enforcing the restrictions contained in this Exhibit B. The foregoing shall be in addition to any other rights or remedies that may be available to Declarant, the Committee, and the Association, as the case may be.

1.2 **Design Review Procedure**.

(a) **Avoiding Repetition**. The Committee retains the right to review and deny the location and style of certain home patterns and colors, to avoid repetition within what may be considered close proximity to other homes.

(b) **Pre-Application Research**. The Owner shall be responsible to acquaint the Owner's building team with the Guidelines.

Walworth County has jurisdiction over the Sugar Creek Preserve community. It should be contacted at the beginning of the planning process to insure compliance with its requirements. Compliance with all governmental regulations is the obligation of the Owner.

(c) **Preliminary Design Review**. A meeting to review preliminary design sketches may be arranged at the option of the Owner or his or agent by contacting the Committee. The Committee will review with the Owner or agent his or her design approach to confirm in general the intent to follow the Guidelines and the appropriateness of the design concept. A site plan showing existing grades, property lines, setbacks and proposed house location on the Owner's Lot should be reviewed at this time. The Owner may elect to waive the preliminary review and go directly to final plan submittal; however, the Committee strongly encourages those who are building in the community for the first time to participate in the preliminary design review.

(d) **Final Design Review and Approval**. The Committee's design review procedure is structured to achieve a maximum 15 business-day review period from complete final plan submittal to final plan approval. This procedure is as follows:

(i) Submit two sets of final plans, as further defined in subsection v, below, and two copies of the application.

(ii) The Committee shall meet to review the plans and application within 10 business days of submittal, and

shall reply in writing with its comments and any revisions required. The Committee may seek the review of an outside architectural consultant, at the expense of the Owner, if the Committee deems such review appropriate or necessary in its review process; provided, however, that such expense shall not exceed $1,000.00.

(iii) Upon final agreement of the items required to be modified, all parties shall affix signatures on the comments sheet attesting to such and one set of all documents shall be returned to Owner, marked "Approved as Submitted," "Approved as Noted," or "Resubmit." Only items to be extensively modified need to be resubmitted.

(iv) Staking of home shall be performed by a Wisconsin-licensed surveyor, unless setbacks exceed one and one-half times the required ordinances at all corners of the proposed home.

(v) Final plans shall be submitted on 24" x 36" maximum sheet size, in the order below, and shall contain the following information:

1. SHEET ONE: SITE PLAN
1" = 20' (minimum scale)

a. Show the existing topography and the proposed finished grades. The grading plan should include all drainage information, including swales, a rain garden retention area, if any, and ditches. This grading plan shall be approved by the Committee before any earth is moved on the Lot.

b. First floor and lower floor elevations shall be shown with respect to the site grades and adjacent home floor levels, if present.

c. Indicate driveway widths, drainage culverts, pipe and headwalls, pole lamp and mailbox locations, sidewalks, patios, decks, air

conditioning, and garbage enclosure locations.

d. Show rear deck size with stairs to the lower grade.

e. Indicate the garage back up distance, at least 28 feet (30 feet recommended), with a minimum of 3 feet between the edge of the pavement and the Lot line. Landscaping is required between the Lot line and the garage and driveway area. A minimum streetyard setback of 25 feet is required from the Lot line.

f. Show on the site plan the extreme site conditions including grade contours at minimum 2-foot intervals, and trees 6-inch diameter and larger that are within 40 feet of the home footprint.

g. Show all the proposed structures, improvements, and setback lines. All buildings must be placed within the building envelope for each Lot as designated on the Plat.

h. Landscape plans must be submitted no later than the time the house has been drywalled, but are encouraged to be submitted with the site plan. The landscape plan shall show the size, spacing, quality, and quantity of plants drawn to scale and spaced to scale. A plant list is required designating the proposed landscape material.

i. Show the size, designs, height, finish and location of retaining walls. Walls attached to the structure are encouraged to be concrete and faced with the same finish as the exterior wall material.

j. Color and material selections must be submitted with the plans, either by sample or with accurate photographic literature.

2. SHEET TWO: LOWER LEVEL PLAN
¼" = 1'0"

a. Walk-out basements should indicate windows, doors, patio areas, stoops, deck columns, retaining walls, and all interior spaces.

b. All floor plans shall correspond with the site plan's orientation.

3. SHEET THREE: FIRST FLOOR PLAN
¼" = 1'0"

a. Indicate decks, patios, stoops, retaining walls, trash enclosures, air conditioning equipment, front entry step sizes, materials and finishes, driveway areas, and all other interior spaces.

4. SHEET FOUR: SECOND FLOOR PLAN
¼" = 1'0"

a. Indicate lower roof projections, roof overhangs, chimney locations, and all interior spaces.

5. SHEET FIVE: ROOF PLAN
¼" = 1'0"

a. Indicate all roof areas and corresponding slopes.

6. SHEETS SIX AND SEVEN: BUILDING ELEVATIONS
¼" = 1'0"

a. Building elevations shall be drawn along with floor plans to match the site plan orientation.

b. Articulate all elevations with finishes, window types, trims, and fascia details. Show the proposed finish grades against elevations, garbage screens, decks, rear stairs, and the maximum height from the first floor to the uppermost roof peak (per County zoning). Provide sufficient notations on elevations to describe all proposed materials.

(vi) The Committee shall retain one set of the final drawings.

(vii) Any questions concerning the Association should be directed to Keefe Real Estate.

(viii) Each contractor shall keep the subject Lot clean. No stockpiling of dirt or debris is allowed, except temporary topsoil stockpiles that are located at least 25 feet from all roads and are seeded or covered with tarpaulins or other erosion-resistant materials or coverings. Weekly clean-up is required. The street right-of-way shall be maintained. If the subject Lot is not kept up or any damage to adjoining Lots or other Sugar Creek Preserve property occurs during the construction process, the Owner shall be notified by phone of such violations by the Association. Such Owner shall have three days to respond before the work is performed by the Association. The Owner shall be liable for any damage to other Lots, the Conservation Area, Outlot 3, Outlot 4, the Roads, or other Sugar Creek Preserve property which results from, in whole or in part, construction on such Owner's Lot. To that end, but not in limitation of such liability, a $500.00 refundable bond shall be posted by the Owner to cover, in whole or in part, any damage which may occur. Any unused portion of such deposit shall be refunded at the time of occupancy. Under no circumstances shall any vendor, contractor, or Owner's development, construction, or related activities be permitted in the Conservation Area.

(ix) A barricade deemed suitable by the Committee shall be erected by the Owner on his or her Lot, to assure

that no traffic occurs on the Conservation Area or any adjoining Lot.

(x) Upon completion of all development and construction improvements, the Owner shall submit to the Committee an as-built survey prepared by a Wisconsin-licensed surveyor. Such survey shall be in 1"=20' scale and include all as-built site improvements.

II.
ARCHITECTURAL STYLES

2.1 It is desirable for the homes of Sugar Creek Preserve to exhibit the individuality of their Owners as well as the characteristics of their selected architectural style. But it is also important that they observe basic design principles inherent in good architecture:

- Is the residence located on the Lot with a minimal disruption to the natural topography and landscape?
- Will the various building materials allow for a pleasing and harmonious exterior appearance to the residence?
- Are the colors appropriate to evoke the desired image?
- Is there a consistent scale used throughout the design of the residence?
- Is each element designed in proportion to the others?
- Are the specific features of the architectural style well developed and carefully and consistently detailed, to reflect the desired designs?

It is the intent of these Guidelines to make the entire community a more attractive place to live. Traditional styles, such as Prairie, Craftsman, English Country, or French Country are acceptable. Contemporary styles are also acceptable when consistent with traditional features, such as steep roof lines and materials. Extreme styles, such as flat-roofed contemporaries or log homes, are discouraged. Homes that are too similar in appearance, in the judgment of the Committee, shall not be permitted to be constructed in close proximity to one another.

Homes are to exhibit "communitizing" characteristics, such as open porches and porticos.

2.2 **Good Design**. Terms such as "sound design" and "good taste" are difficult to describe, and even more difficult to legislate. Good architectural design should incorporate architectural elements that have withstood the test of time.

The following elements are to be encouraged: intelligent selection of details related to a well designed floor plan; sensitive interpretation of styles within constraints of budget and site; consistency of site planning, landscaping and architecture; and logical use of materials. Each designer should strive to design a home that has integrity, continuity, and a sense of proportion. Openings should be properly placed and spaced, the home should be compatible with surrounding structures, and have well-executed details that are consistent with the architectural style.

The following elements are to be avoided: harsh contrasts of colors and/or materials; illogical or inappropriate combinations of scale; poorly executed details; and extreme interpretations of the components of each style.

2.3 **Materials**.

(a) Brick samples and colors shall be approved by the Committee. Brick colors with "pink" hues are prohibited. Exterior walls shall be brick, stucco, stone, or wood. Any stone used should preferably be native to the area. Brick textures shall not have contrived surfaces. There is no minimum masonry requirement in Sugar Creek Preserve; however, if masonry is used, it shall be used with reasonable consistency and proportion around the entire home. Cultured stone or brick is acceptable subject to material sample approval by the Committee, and subject to consistent usage and corner/detail construction that renders an authentic three-dimensional and natural appearance.

(b) Roofing materials shall be cedar shakes, clay tile, natural or synthetic slate, traditional metals, such as copper or terne, or minimum 325# dimensional composition shingles. All roofing colors shall be subject to Committee approval.

(c) Windows and doors shall be wood, vinyl-clad, or aluminum-clad wood. Exterior glazing shall be clear or gray tinted only. No reflective glass or glass block shall be accepted. The Committee may require grids or muntin bars in portions of all windows.

(d) Siding and trim should be constructed from redwood or cedar. Aluminum, vinyl, steel, or composition board siding are prohibited. Certain manufactured cement-based sidings and trim may be permitted if they have an opaque painted finish, subject to Committee approval. Soffits shall be plywood or wood plank. If corner boards are provided with board siding, they shall be minimum 6-inch nominal width.

(e) Asphalt, concrete, or pavers should be used in the construction of all driveways and parking areas. Decorative gravel drives may be approved by the Committee. All color and material selections must be reviewed and approved during final design review. Colors and materials shall be consistent with traditional architectural styles.

2.4 **Design Features**.

(a) Minimum home size shall be 1,800 square feet of living area for a one-story home, and 2,300 square feet for a two-story home. Minimum square footages do not include basements, walk-out basements, garages, porches, decks, patios, porches, attics, or crawlspaces.

(b) On one and one-half and two-story homes, the main roof must be pitched at a minimum of eight vertical to 12 horizontal (8/12), either gables, hipped, or a combination of the two. All one-story residence roofs must be pitched at a minimum of 10 vertical to 12 horizontal (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by the Committee. Roof forms shall be well organized and demonstrate the same character on all sides of the residence. Eaves and rakes should be articulated by multiple fascia boards, cove, and crown molds or gutters. Gutters and downspouts shall be used at all eave lines unless deemed inappropriate. All roof structures, including, without limitation, attic vents, plumbing vents, and gutters, shall be painted to match the roof colors, and shall not be visible from the street where ever possible. Decorative end rafters are advised. All roof pitches shall be approved by the Committee.

(c) Windows and doors shall reflect restraint in the number of types, styles, and sizes. Consistency of detailing on all elevations shall be maintained. All openings shall be articulated through the use of shutters, flat or arched lintels, projecting sills, and minimum 4-inch surrounds. Windows shall be located on all elevations, shall be properly spaced, aligned, and proportioned, and shall display the correct use of divided lights. The Committee may require grids or muntin bars in all windows. Shutters shall be sized to the opening and be located consistently on all elevations. Shutters shall be traditional in design and in keeping with the architectural style.

(d) The main entrance shall have a sense of prominence that is reflected in the design. It shall include either a pair of doors with or without sidelights or a single door with sidelights. The main entrance shall contain more detail than other openings, but be consistent in styling.

(e) A raised deck and its supports shall incorporate materials which relate to the residence, such as brick, stucco, timber, or stone. If wood posts are used, they shall be a minimum of 6-inch by 8-inch, with base and capital detailing.

(f) Quoins, when used in the design, shall be expressed on all elevations, as well as the front.

(g) Bay windows shall be carried down to grade or express visual support of a cantilevered condition with substantial brackets. When bay windows are stacked in a two-story condition, the blank panel between all facets shall be articulated.

(h) Garage door material and finish shall be indicated on the building elevations and/or on the application form. Glass may be used in garage doors, subject to Committee approval. The Committee prefers traditional plank-type carriage-style doors. Blank steel overhead doors are prohibited.

(i) Masonry or stone facing used as a veneer material on the front of a residence shall return around a corner to a logical point of termination such as an inside comer. Ending the veneer at an outside corner which would expose the edge of the material is prohibited. Masonry shall be used with reasonable consistency and proportion all around the home, and shall be used with balance in the various masses of the structure.

(j) Flue pipes shall be encased with a chimney enclosure of masonry (or cultured masonry) and supported by a foundation at grade when located at an exterior wall. Roof vents and skylights shall be on the rear side of the roof ridge. Skylights shall be flat, and not curved or "bubble-shaped," so as not to protrude from the roof surface.

(k) Chimneys shall be properly located and substantial in mass. Chimneys shall be designed with appropriate breaks for character.

(l) Dormers shall be designed in keeping with the architectural style. Dormers must be correctly located on the roof and must be proportional.

(m) Garages: The garages shall be attached to their respective residences by at least one common wall, or a breezeway, and shall each accommodate at least two motor vehicles. Front loading garages are strongly discouraged in Sugar Creek Preserve, but may be allowed for restrictive site conditions on an individual basis. For exterior side loading garages, the Committee requires adequate landscape screening along the Lot line to soften views of garage doors. A minimum two-bay garage is required for all residences with four bedrooms or fewer. A minimum three-car garage is required when the residence contains five bedrooms or more. A guest or visitor parking area should be defined and provided for on the Lot. Garages shall be constructed on the high side of the Lot, unless a special exception is approved by the Committee. Driveway slopes shall not exceed 8 percent grade within 50 feet of the road right-of-way.

(n) Sloped Lots: The Committee may require on sloping Lots that certain basement walls be exposed to minimize the impact on trees, vegetation, and drainage, as well as allow for a more natural transition between homes. Any exposed basement or foundation walls must be covered with masonry veneer, plaster, or siding materials used on the walls above.

III.
LANDSCAPE

3.1 **Landscape Plans**. To insure that the overall beauty of Sugar Creek Preserve is preserved and enhanced, the Committee shall require, and approve or disapprove, landscape plans for individual Lots.

Sugar Creek Preserve has been designed utilizing the natural elements as much as possible. Various hardwoods are prolific within Sugar Creek Preserve, significant restoration of native prairie, wet meadows, woodlands, savannah, and wetlands are planned, and it is the intent of the Committee to maintain this landscape integrity. The determining factor of good landscape design shall always be the architecture and location of the residence. The Committee will take into account the various relationships between the home, the site, and adjacent homes, views, prevailing breeze, and other amenities in making decisions regarding specific landscape plans.

The Committee may recommend various plant types to be used in the landscape plans that are based on an open prairie, wet meadow, woodland, savannah, and wetland ecosystem that would have existed at Sugar Creek Preserve before settlement and agricultural development. These plant materials will be selected because of their traditional influence in Wisconsin and their desirable characteristics for the entire community.

Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native terrain and natural beauty of the community, open prairie, wet meadows, woodlands, savannah, and wetlands. Owners will be encouraged by the Committee to landscape their home sites with plant material which is indigenous to the existing area. Rain Gardens are strongly encouraged as a natural aesthetic means of controlling water run-off by filtering out sedimentary material as stormwater is retained in the Rain Gardens. Native prairie plants are strongly recommended.

3.2 **Drainage Plans**. Each Owner shall adhere to and finish grade his or her Lot in accordance with the Typical Lot Grading Plan prepared by Declarant, as the same may be amended from time to time. Declarant, Walworth County, the Town of Lafayette, or their respective agents, employees, or independent contractors, shall have the right to enter upon any Lot, at any time, for purposes of inspection, maintenance, and correction of any drainage condition, at the expense of the Owner. Each Owner, at the time of home construction, shall be responsible for grading his or her Lot so as to direct drainage toward any Rain Garden thereon, the Roads, or other established drainageway and to prevent an increase in drainage onto neighboring property, and in accordance with the Stormwater Management System. This shall be accomplished by creating swales along common Lot lines wherever practical, which shall be kept free of obstructions. Each Owner shall consult with the adjacent Lot Owners to determine the best manner in which to grade their common Lot lines. Declarant, the Committee, Walworth County, and the Town of Lafayette shall have no responsibility for establishing Lot line grades due to varying terrain and drainage conditions on each Lot following home construction. The services of a professional engineer

may be required to design a proper grading plan for any Lot, the cost of which shall be paid by the Owner.

3.3 **Erosion Control**. Each Owner, from the time construction on his or her Lot has commenced, shall be responsible for installing and maintaining erosion control measures until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Lot. These measures include, without limitation: installation of silt fence, hay or straw bales and ditch checks; construction of an anti-tracking stone pad; street cleaning following precipitation events or in the event of tracking of mud on streets by any vehicle leaving the Lot; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodible areas. Any areas where erosion control measures have been compromised by weather, construction or any other event shall be repaired within seven days of damage. Erosion control measures must be inspected and any necessary maintenance or repairs made after every rainfall exceeding ½-inch, and at least once per week. Failure to comply with these requirements may result in sanctions against the Owner by the Town of Lafayette, Walworth County, the Wisconsin Department of Commerce, and/or the Wisconsin Department of Natural Resources. All erosion control measures must be installed and maintained according to the Declaration and the standards and specifications set forth in *Wisconsin Construction Site Best Management Practices Handbook* and/or local ordinances. Landscape features must not obstruct or interfere with construction of Lot line drainage swales.

3.4 **Rain Gardens**. Each Owner, as part of the development of his or her Lot, is strongly encouraged to incorporate into the Lot a rain garden or infiltration system, defined as a system designed to soak up rain water and slow stormwater run-off flowing from rooftop(s) and other impervious surfaces on the Lot during rain events ("Rain Garden"). The Rain Garden should be designed by a qualified landscape architect and sized appropriately to detain and soak up rain water from the rooftop(s) on the Lot for a two-year storm event. Where topography allows, rooftop run-off water should be directed to the Rain Garden by either a drainage swale (preferably vegetated) or a pipe, as appropriate, with a minimum slope of 1 percent. The Rain Garden normally should consist of a landscaped area planted with native vegetation, containing a depression that will fill with several inches of water during storm events, thus allowing the water to slowly filter into the ground. Where slopes are too steep to allow for the design and location of a depression-type rain garden, an infiltration system is strongly encouraged, consisting of a downspout pipe routing rainwater run-off directly from the rooftop into a piping system (typically polyvinylchloride pipe cut in half lengthwise and placed face down in a trench or series of trenches, buried several inches beneath the ground surface on a bed of gravel, and oriented parallel to the natural contours of the land, or any equivalent design. One or more pipes should be connected to the piping system, to outlet water to the surface if the volume of rainfall exceeds a two-year storm event. The best location for the system should be determined by an on-site soil assessment by the landscape architect. The location of the Rain Garden should be chosen based on natural characteristics of the subject Lot, using a naturally occurring depression, if possible, or giving preference to a location near the building envelope.

3.5 **Restoration**. If an Owner or his or her contractors disturb neighboring Lots or other Sugar Creek Preserve property during construction or grading, all disturbed areas shall be immediately restored by the Owner to their original grade with vegetation of like kind. If any material is deposited onto a street or neighboring Lot or other Sugar Creek Preserve property, the Owner of the Lot from which the material came shall be responsible for removing such material and restoring the street, Lot or other Sugar Creek Preserve property to its original condition.

IV.
SITE AMENITIES

4.1 **Mail Boxes**. The Committee shall control the selection and construction of all mailboxes for residences within Sugar Creek Preserve. Community standard mailboxes are the only style that is approved for use in Sugar Creek Preserve, and the purchase, installation, and maintenance thereof shall be the sole responsibility of the Owner. The mailbox location shall be as directed by the local postmaster.

Contact the Committee for proper height, post style, and sizes of mail boxes to be used.

4.2 **Post Lamp**. At the time of construction of a residence, the Owner shall purchase and install, at the Owner's sole expense, on the street yard Lot line, 8 feet from the residence side of the driveway for such residence, one outdoor electric post lamp with an unswitched photoelectric control. The design of the post lamp shall be uniform throughout Sugar Creek Preserve, and subject to the approval of Declarant. The Owner shall maintain the post lamp in a proper operating manner.

4.3 **Walls and Fences**. Walls and fences shall be considered as an extension of the architecture of the residence. They shall serve to make a transition between the mass of the architecture and the natural forms of the Lot. All walls and fences shall be designed to be compatible with the total surrounding environment and shall not block natural views. Fences, walls, and hedges shall be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. Walls and fences shall not be allowed to serve as perimeter fencing. If the Owner desires some screening of the home site, natural bushes or shrubs shall be used.

All walls and fences must be approved by the Committee prior to their installation. Chain link fencing shall not be permitted on any Lot. Maximum height for walls and fences is 6 feet, subject to County zoning standards.

Retaining walls which attach to the residence shall utilize the same materials that the wall comes in contact with.

4.4 **Exterior Lighting**. Exterior pool and landscape lighting shall not infringe upon adjacent neighbors. No "up" or "wash" lighting shall be allowed. Any decorative lighting shall be directed downward at 45-degree angle. Any "security lighting" shall be controlled by motion detectors with automatic shut offs. No dusk to dawn lighting shall be allowed, with the exception of the post lamp, lights accenting the main entrance of a residence, and no more than four lights accenting the garage of a residence. In no event shall bulbs used in any of the aforementioned approved dusk to dawn uses exceed 40 watts. All accent lighting shall utilize low voltage, direct task type fixtures, and they shall be as close to grade as possible. All lighting plans and light angles must be approved by the Committee.

4.5 **Pools, Therapy Pools, Spas**. The location of swimming pools, therapy pools, and spas (including hot tubs) shall address the relationship between indoor and outdoor features, setbacks, wind, sun, and the Lot's terrain. No above-ground or collapsible swimming pools shall be allowed. Hot tubs and the like no larger than 100 square feet in area may be above ground.

The size, shape, and siting of swimming pools must be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements. Pool and equipment enclosures must be architecturally related to the house and other structures in their placement, mass and detail. Pool enclosures shall not be permitted within the building setback areas. Pool decks at or within 2 feet of grade may encroach into setback areas, but not closer than 10 feet to any property line.

4.6 **Outbuildings**. One outbuilding solely for swimming pool equipment shall be permitted. Additional outbuildings may be permitted, in the sole discretion of the Committee.

4.7 **Miscellaneous Structures**. Children's outdoor playground equipment and play structures shall be allowed, provided that any part of such equipment or structure that is an enclosure must be approved in writing by the Committee prior to installation. These structures may be subject to county zoning restrictions. Dog kennels are allowed, provided that they are located immediately behind the house or garage, with any fences screened from view by adequate landscaping.

4.8 **Antennas**. No mast-type antenna may be mounted or installed on any roof. Satellite dish antennas may not have a diameter in excess of 24 inches and are to be placed to the extent feasible in a location that is not visible from the street while still permitting reception of an acceptable quality signal.

4.9 **Signs**. No signs of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than 1 square foot in area or a sign of not more than 5 square feet in area advertising the property for sale or rent or signs used by a building contractor. Declarant may utilize signs, banners, or other marketing tools of a size and quantity in conformance within the County zoning code to advertise during the construction and sales period.

4.10 **Utilities**. All Lots shall have all telephone, cable television (if any), natural gas, and electric service to any building from the underground utility system at the front Lot line on the Lot, and no overhead service shall be provided or allowed.

4.11 **Air Conditioning Equipment**. No window air conditioning equipment shall be installed. All central air conditioning equipment shall be shielded, to minimize noise for adjacent Owners. There shall be no installation of air conditioning equipment on the roof of a residence without the prior approval of the Committee.

4.12 **Gardens**. Vegetable gardens shall be located in the portion of the improvement area to the rear of the residence only, and shall be limited in size to not more than 20 percent of such rear area.

4.13 **Fuel Tanks**. No exposed tank for the storage of fuel or any other purpose may be maintained.

4.14 **Tennis Courts**. Except on Lots greater than 100,000 square feet in size, private tennis courts are not allowed.

V.
GENERAL RULES FOR ALL SUGAR CREEK PRESERVE CONTRACTORS AND SERVICE PERSONNEL

5.1 Construction activity shall be performed during the hours of 6:30 a.m. through 6:00 p.m., Monday through Saturday only, excluding holidays.

5.2 Contractors shall keep their job sites as neat and clean as possible. Trash and discarded materials shall be contained in roll-off containers until removed. There shall be no stockpiling or dumping on adjacent Lots or on streets. Trash not removed may be removed by Declarant and billed to the responsible contractor or subcontractor.

5.3 Contractors shall use only the utilities provided on the immediate Lot on which they are working.

5.4 Any damage to streets, the Stormwater Management System, street lights, street markers, post lamps, mailboxes, walls, and other property shall be repaired by the responsible Owner, and such costs billed to the responsible contractor or Owner or taken from any damage deposit.

5.5 The established speed limit within Sugar Creek Preserve is 20 miles per hour for construction vehicles, including light trucks and autos.

5.6 There shall be no washing of any truck on the streets. Any concrete delivery truck washed out must be on the construction site.

5.7 Operators of vehicles shall not spill any damaging materials while within Sugar Creek Preserve. If spillage of a load occurs, operators are responsible for cleaning up. Clean-ups done by contractors retained by Declarant shall be billed to the responsible party. Please report any spills as soon as possible.

5.8 If any telephone, cable television (if any), natural gas, electrical, water, septic, or other utility lines are cut, it is the contractor's responsibility to report the accident to the utility company and affected Owners within 30 minutes.

5.9 All personnel working in Sugar Creek Preserve are to keep all areas in which they work or travel free of discarded materials such as lunch bags and odd materials. Objects shall not be thrown out of cars and trucks. Stockpiling of any materials on adjacent Lots is not allowed.

5.10 Loud radios or noise shall not be allowed within Sugar Creek Preserve. This is distracting and discomforting to Owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound travels a long way on a windy day.

5.11 No vehicles (trucks, vans, cars, etc.) may be left in the subdivision overnight. Construction equipment may be left on the Lot while needed, but shall not be kept on the street.

5.12 Contractor personnel shall not bring pets into Sugar Creek Preserve.

5.13 No construction trailers shall be permitted on a Lot at any time.

5.14 Job site signs may not exceed 10 square feet in size.

5.15 The housing project must be completed within one year from the start of construction, including basic landscaping. "Basic landscaping" is defined as seeding or sodding of all areas disturbed by construction of improvements. All driveways shall be paved within one year from the start of construction.

EXHIBIT C

LEGAL DESCRIPTION OF JACQUES PROPERTY

A parcel of land located in the North ½ of the Northeast ¼ of Section 23, Township 3 North, Range 17 East of the 4th Principal Meridian, in Walworth County, Wisconsin, legally described as follows, to-wit:

Beginning at the Northeast corner of said Section 23, thence south 0°22'20" East 774.5 feet; thence North 88°50'21" West 2561.8 feet; thence North 0°22'00" West 780.1 feet; thence South 88°43'10" East 2562.03 feet, to the place of beginning; and

A parcel of land located in the North1/2 of the Northeast ¼ of Section 23, Township 3 North, Range 17, East of the 4th Principal Meridian, in Walworth County, Wisconsin, legally described as follows, to-wit:

Beginning at the Northeast corner of said Section 23, thence South 0°22'20" East 1320.8 feet to the point of beginning; thence North 88°46'20" West 1823.7 feet; thence North 48°59'38" East 676.3 feet; thence South 88°50'21" East 1310.3 feet; thence South 0°22'20" East 456.3 feet, to the point of beginning.

Tax Key Nos. K LF2300001 and K LF2300001B. (End of legal description.)

EXHIBIT D

LEGAL DESCRIPTION OF POTTER PROPERTY

Commencing 74.5 rods North of the SE corner of NW ¼, Sec. 23, T. 3 N., R. 17 E.; thence N. to a point 20 rods N. of SE corner of NW ¼ NW ¼; thence W. 16 rods, thence SE'ly to place of beginning, Town of Lafayette, Walworth County, Wisconsin, consisting of one (1) acre, more or less.
AND
The S. ½ of the NE ¼ of Section 23, T. 3 N., R. 17 E., Town of Lafayette, Walworth County, Wisconsin, consisting of Eighty (80) acres, more or less. Tax Key No. K LF2300002. (End of legal description.)