NEVADA HEIGHTS COVENANTS AND RESTRICTIONS

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end desires to subject the real property described in Article II to the covenants, restrictions, easements, changes and liens, hereinafter set forth, each an all of which is an are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common property and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has or will incorporate under the laws of the State of Wisconsin as a non-profit corporation, NEVADA HEIGHTS HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

(a) "Association" shall mean and refer to the NEVADA HEIGHTS HOMEOWNERS ASSOCIATION.

(b) "The Properties" shall mean and refer to all properties subject to this Declaration under the provisions of Article II, hereof.

© "Common Property" shall mean and refer to any property which may now or hereafter be designated for and intended for the common use and enjoyment of the owners of The Properties.

Ret: Jeffrey J. Weber, 6393 Clover Rd, Hartford, WI 53027

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Property as heretofore defined.

(e) "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 Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(g) "Developer" shall mean Jeffrey J. Weber and his successors and assigns.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described as follows:

Nevada Heights is situated in the County of Dodge, State of Wisconsin and is described as follows:

> That part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 12, Township 11 North, Range 16 East, Town of Hubbard, Dodge County, Wisconsin, bounded and described as follows: Beginning at a Bernstein Aluminum monument marking the Southeast 1/4 corner of said Section 12; thence North 89°47'18" West, along the South line of the Southeast 1/4 of said section 12, a distance of 1,416.93 feet; thence North 00°17'52" East, 981.17 feet; thence North 11°30'00" West, 330.43 feet; thence North 15°03'00" East, 600.46 feet; thence North 00°06'12" East, 457.93 feet; thence South 89°50'44" East, 245.66 feet; thence South 61°03'50" East, 19.32 feet to a point of curvature; thence Northeasterly along the arc of a curve to the right, 117.31 feet, having a radius of 183.00 feet, a central angle of 36°43'44" and whose long chord bears North 47°18'02" East, 115.31 feet; thence North 24°20'07" West, 242.71 feet to a point on the North line of the Southeast 1/4 of the aforesaid Section 12; thence South 89°50'44" East, along the aforementioned North line, 854.52 feet; thence South 00°17'52" West, 364.74 feet; thence North 89°32'42" West, 229.44 feet; thence South 00°17'52" West, 942.91 feet; thence South 89°42'08" East, 462.27 feet to the East line of the Southeast 1/4 of said Section 12; thence South 00°17'52" West, along the aforementioned East line, 1,326.81 feet to the point of beginning. Containing 70.42 acres of land, more or less.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee, or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. Every member shall be entitled to one vote on each matter submitted to a vote of members for each Lot he owns in the subdivision or subdivisions regulated by the corporation. Only one vote shall be cast for each such Lot regardless of the number of joint interests therein.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 4, every Member shall have a right and easement of enjoyment in and to any Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Property. The Developer may retain the local title to any Common Property until such time as it has completed improvements, if any, thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same.

Section 3. Tenants' Rights of Enjoyment. Subject to the provisions of Section 4 of this Article IV, including, but not limited to, payment of all of the assessments or fees payable to the Association with respect to such Lot, any person who does not qualify as a Member hereunder but who resides on any Lot subject to this Declaration shall have a right of enjoyment in and to the Common Property and use thereof.

Section 4. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving any Common Property and in aid thereof to mortgage said Properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and others, and, if necessary, to open the enjoyment of such properties to a

wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members and others hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

© The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Members and others for any period during which any assessment or fee remains unpaid and for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of any Common Property; and

(e) The right of the Association to dedicate or transfer all or any part of any Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by vote at a meeting or by written consent of at least two-thirds (2/3) of the members of the Association who are entitled to vote generally upon matters submitted to a vote of members.

Section 5. Well Easements, Well Installation and Septic Permits.

(a)Notwithstanding any other provision of this document or any other provision contained in any Article, Bylaw or other document of the Association, perpetual easements shall exist as shown in the recorded subdivision map, for the benefit of the Lots indicated thereon for purposes of constructing and maintaining water wells and water transmission lines, all as indicated on the recorded plat map for the subdivision. The owners of the Lots which are the beneficiaries of these easements shall have the right, at all times, to have access to these easements for purposes of constructing and maintaining such water wells and water piping, as service that respective lot. All costs of construction and/or maintenance of such water wells and water piping which services more than one lot, shall be paid by the owners of the Lots which benefit from such services on a pro rata basis with the owners of other Lots who share in the benefit from such services. The owner of any Lot which has a shared well and who is the first to construct a residence to be serviced by a joint well and water piping system shall be required to install a pressure tank in the residence being constructed which is not less than 120 gallons which shall be used to service the residence being constructed, as well as the second lot to be serviced by the joint well. Said pressure tank shall be provided by the developer at no charge to either lot owner. Expenses for operating the joint well shall be paid for by the owners of the lots being serviced thereby, in the ratio of usage by each Lot owner. In no event shall any expense for the construction, maintenance or operation of water wells and water

piping be an expense of the Association or any other lot which does not benefit from such services. Any damage to any area contained within said easements caused by the construction or repair of any water wells or water piping shall be restored by the owner or owners of the lot or lots causing such damage, on a pro rata basis, as soon as practicable and without expense to the Association or owner of any lot which does not benefit from such services. In no event shall any other structure be constructed upon any part of the subdivision over, in or through any easement shown on the subdivision plat which is reserved for easements for water wells or water piping, so as to interfere with any Lot owner's rights in such easements. Such easements shall be covenants running with the land and for the benefit of the owners of the Lots serviced by such easements, their successors and assigns forever. The Owner of each Lot shall be entitled to use as much water from any joint well servicing his property as may be necessary for normal residential consumption, but shall not, at any time, sell, exchange, transfer, barter or give away to any third party any water drawn from such joint well. All costs for operating and maintaining any joint well in the subdivision shall be paid, pro rata, by the Owners of any Lots which are, at that time, drawing water from said joint well.

(b) Developer has obtained permits necessary to construct a private septic system on each Lot in the subdivision. If any Lot purchaser chooses to use the permits obtained by Developer, such Lot owner shall pay Developer the sum of Four Hundred and no/100's Dollars as reimbursement therefor.

ARTICLE V

COVENANT FOR MAINTENANCE AND SPECIAL ASSESSMENTS

Section 1. Assessments as Maintenance Liens and Personal Obligations. The Developer for each lot owned by it within The Properties hereby covenants, and each owner of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association annual and special assessments or charges, such assessments to be fixed, established and collected from time to time as provided below.

The annual assessments, together with the interest and costs of collection as provided for below, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments is made. Each such assessment, together with the interest and costs of collection, shall also be the personal obligation or the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the maintenance,

improving, policing and preserving of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of any Common Properties, including, but not limited to, the payment of taxes and insurance thereon and the repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. The Association through its Board of Directors shall prepare and submit to the Association membership, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and which shall set forth the purpose of the meeting, a budget of the expenditures which the Association proposes to make for the ensuing year. Such budget shall include the expenses of maintaining the necessary organization of the Association including any salaries which may be payable to officers, pursuant to the Articles of Incorporation, fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors.

Upon the adoption and approval of the annual budget by a majority of the membership, at a regular meeting or an adjournment thereof, the Board of Directors shall levy an appropriate assessment against each lot for the ensuing year.

Approval for levying a special assessment for capital improvements upon Common Properties in any assessment year shall be obtained in the same manner as approval for a change in the basis and maximum of the annual assessment.

A quorum for any meeting called to take action authorized by this Section 3 shall be a majority of the members of the Association entitled to vote thereat.

Section 4. Dates of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence and become due and payable 30 days from the date of such levy (which shall be the first day of a month) as made by the Board of Directors of the Association.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable 30 days after the date fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in the year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment

period.

The secretary or other officers of the Association shall notify the owner of every Lot of the amount of the assessment of each Lot owned by him and the date such assessment becomes due and payable. Such notice shall be mailed to him at his last known

post-office address by the secretary or other officer by United States Mail, with postage prepaid.

The Board of Directors shall prepare a roster of the properties and assessments applicable thereto at the time the annual assessments are levied shall keep it in the office of the Association and shall make it available to inspection by any owner. The Association shall, upon demand, at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Nonpayment of Assessments: The Personal Obligation of the Owners, the Lien; Remedies of the Association. If the assessment is not paid on the date when due, then such assessment shall become delinquent and shall , together with the interest and cost of collection provided below, become a continuing lien on the property which shall bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum, and the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien pursuant to Section 289.70(4), Wisconsin Statutes, against such Lot at any time within six months from the date the assessment was made. This lien claim will be filed in the office of the Clerk of the Circuit Court of Dodge County. If for any reason the nonpayment of any such assessment does not give the Association a valid statutory maintenance lien, the Association shall nevertheless have a contractual lien which may be foreclosed by legal action in the same manner as an action to foreclose a real estate mortgage. The Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of the assessment lien the costs of preparing and filing the complaint in such action; and in the event judgment is obtained, such judgment shall include interest on the assessment as above provided with a reasonable attorney's fee to be fixed by the Court together with the costs of the action. Nothing hereinabove contained shall prevent or impede the collection or lawful charges, special assessments and similar taxes by the Town of Hubbard or Dodge County.

Section 6. Subordination of the Lien to Mortgages. The assessment lien as provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such

subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessment, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Wisconsin, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of the title to a Lot in the subdivision shall be a member of the Association, provided that no person or entity holds an interest merely as security for the performance of an obligation shall be a member but in such case the owner of equitable title shall be the owner.

Section 2. Management. The Association shall be managed by a board of such number of directors as may from time to time be designated in the By-Laws of the Association, but not less than three. The directors shall be those initially designated in the Articles of the Association until replaced by requisite vote at a membership meeting duly noticed in accordance with the Articles and By-Laws of the Association.

Section 3. Levy of Annual Charge. The annual budget and the amount of each general annual charge of assessment levied pursuant to Article V hereof, shall be approved by a majority vote, determined in accordance with Section 3 hereof, of members present or represented in an annual or special meeting by members of the Association.

Section 4. Voting Rights. Members of the Association shall have an aggregate of forty (40) membership votes, consisting of one vote for the owner of each Lot. No tenant or occupant of the unit, as such, shall be a member of the Association or entitled to vote at its meetings. Where two or more persons are joint owners or co-

owners of a Lot, the membership shall be joint and the right to vote may be exercised by any joint or co-owner unless the other joint or co-owner objects, in which case the membership for such Lot shall not be voted. In the absence or notice to the contrary, the Association may treat any owner as authorized to vote such membership.

ARTICLE VII

LOT USE AND REQUIREMENTS

Section 1. Land Use. All lots shall be solely used for residential purposes and no structure other than a single family dwelling not exceeding two stories in height, and having an attached garage not exceeding capacity of three cars shall be erected, altered, placed or permitted to remain on any lot subject to these Restrictions and Covenants. No mobile or prefabricated homes shall be placed upon the lots in this Subdivision. However, this restriction shall not be construed to limit use of panelized or componentized construction. In addition, single story utility storage sheds not exceeding 320 square feet in size may be erected upon approval of the Design Committee, but only if such detached sheds are not portable. Such sheds shall not be of steel construction, shall have a door height not to exceed 9 feet, shall have shingled roofs and shall be constructed in such manner as to match the general architecture of the dwelling and garage constructed on such lot.

Section 2. Temporary Structures. No structure of a temporary character, and trailer, tent, shack, garage or other outbuilding shall be used on any lot at any time, as a residence, either temporarily or permanently, nor shall any building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the Design Committee as hereinafter set forth.

Section 3. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats or other household pets may be kept on any lot, provided that they are not kept, bred or maintained for any commercial purposes.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Trash, garbage or other wastes shall not be kept except in sanitary containers which shall be screened properly from public view. During period of construction, owners shall maintain control of construction trash and waste. No unlicensed automobile or truck shall be stored or left standing on any lot.

Section 5. Lot Care. In order to properly maintain Nevada Heights Subdivision as a desirable residential area, lot owners shall be responsible for cutting grass and weeds on their lot as well as that portion of the road right-of-way adjacent to their lot. No area of the lot may be allowed to grow up in wild vegetation except that not to exceed 300 square feet may be permitted to grow wild flowers provided that said area must be bordered by grass on all sides and the wild flowers shall be subject to approval by the Design Committee. The cutting of grass and weeds upon such lot shall be the responsibility of the lot owner and failure to do so shall automatically give authority to the Town of Hubbard or the owner of the unsold lots within the subdivision, to enter upon such lots and cut the same at the expense of the lot owner.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 5 square feet. One sign of no more than 5 square feet may be used to advertise the property for sale or rent except, however, that during the construction and sales period of any "model homes", the Design Committee may grant a variance to the number and size of signs as needed.

Section 7. Swimming Pools. Plans and the location of all swimming pools must be approved by the Design Committee.

Section 8. Exterior Lighting. No "dusk to dawn" lights shall be permitted. Such lights are defined as exterior lights in excess of 50 watts and being activated by photo-sensitive monitoring devices. In addition, no exterior lighting of any size not attached to the dwelling shall be permitted without approval of the Design Committee.

Section 10. Architectural Control. No building or other structure shall be erected on any lot until the design, plans and location of it has been approved by the Design Committee or as otherwise approved herein. The Design Committee shall consist of three members being appointed by the Developer.

Developer, his successors and assigns, shall have the right to remove a person appointed to the Committee sixty (60) days after written notice of such intention is personally served on the Committee member and to fill any Committee vacancy. No plan shall be deemed disapproved unless a majority of Committee members so agree and sign a written notice which shall then be served on the person who submitted the plans within twenty (20) days after the date the plans were submitted to the Committee. Services of said notice shall be by certified mail. In any case, no residential home shall be deemed approved unless it has a ground floor square footage of at least 1,200 square feet for a one story structure or at least 1000 square feet on the ground floor in the case of 1 ½ story or excluding footage of porches, breezeways and attached garages, but not less than a total of 1,600 square feet for all

feet for all floors of a 1 ½ story or 2 story structure, excluding the basement, if any. Further, the tri-level residence shall have a minimum of 1,600 square feet of living area of all floors, excluding porches, breezeways, basement areas and garages.

However, the minimum square footage of such residence may be less than the amounts so stated if they conform with the lesser minimum square footage provided in the existing regulations and codes of the Town of Hubbard and/or Dodge County, Wisconsin.

Section 11. Ordinances and Zoning. The presently effective Ordinances and Zoning Restrictions of the Town of Hubbard dealing with lot size, setbacks and land usage now applicable to these lands are hereby incorporated into these Covenants for all matters not specifically covered by these Covenants.

Section 12. Fences, Walls and Hedges. No fence, wall or hedge shall be erected, placed or altered upon any lot nearer to the street than the minimum setback line established under the present Town Ordinances unless approved by the Design Committee.

Section 13. Completion of Construction. Construction of all buildings shall be completed within one year from the date of issuance of a building permit, except for unavoidable delays due to war, strike, or Act of God. All lot area not used as a building site shall be kept under cover crop or tended to keep it free of noxious weeds.

Section 15. Underground Utilities. No overhead electric or telephone wires shall be permitted to be constructed, erected or maintained. All electrical service and telephone connections shall so far as possible be made by and through underground cables and connections.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 2. Right of First Refusal. Developer retains a right of first refusal with respect to any Lot which may be offered for resale by any owner prior to the construction of any dwelling thereon. If any Lot shall be offered for sale by any owner prior to the construction of any dwelling thereon, said Lot shall first be offered for sale to Developer, in writing, upon the same terms and conditions as the owner proposes to sell such lot to a third party. Developer shall have thirty (30) days from the date of receipt of such written offer to accept such offer, in writing, addressed to the seller at seller's last known address.

Section 3. Amendment. This Declaration may be amended at any time by the recording of a written instrument executed by the Owners of at least fifty (50%) percent of the Lots subject hereto. Any such amendment shall be effective when signed and recorded.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these Covenants or Restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, these Covenants have been signed and sealed as the 15th day of August, 1996.

Jevic Enterprises, Inc.

By: _____
Jeffrey J. Weber, President

AUTHENTICATION

Signature of Jeffrey J. Weber authenticated this 15th day of August, 1996.

James C. Kitelinger

James C. Kitelinger
Title: Member State Bar of Wisconsin

This instrument was drafted by:
Attorney James C. Kitelinger
Random Lake, Wisconsin.

Office of Register of Deeds
Dodge County, WI
RECEIVED FOR RECORD
DEC 16 1996
at 9:51 o'clock A.M.
Doris Westra
DORIS WESTRA - Registrar

20-

DOCUMENT NO. **867183**

Office of Register of Deeds
Dodge County, WI
RECEIVED FOR RECORD

JUN 18 1998
at 11:04 o'clock a M
Doris Westra
DORIS WESTRA • Registrar

Return to: Atty. Joan R. Beck
P.O. Box 270455
Hartford, WI 53027

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF NEVADA HEIGHTS SUBDIVISION

WHEREAS, Jevic Enterprises, Inc. is the Developer (herein the "Developer") of Nevada Heights Subdivision, a subdivision of part of the Northeast¼, Southeast¼, Southwest¼ and the Northwest¼ of the Southeast¼ of Section 12, T11N, R16E, Town of Hubbard, Dodge County, Wisconsin, as more particularly described on Exhibit A attached hereto, (herein "Nevada Heights");

WHEREAS, the Developer caused to be recorded a certain Declaration of Covenants and Restrictions effecting the development and use of Nevada Heights, said Declaration having been filed for record on December 16, 1996 in Volume 906, beginning on page 255 as Document No. 837786;

WHEREAS, according to its terms, said Declaration may be amended by the Owners of more than 50% of the lots; and

WHEREAS, the Developer is the Owner of more than 50% of the lots in said subdivision;

NOW THEREFORE, be it known that the aforesaid Declaration of Covenants and Restrictions is amended to read as follows:

ARTICLE I
DEFINITIONS

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

(a) "Association" shall mean and refer to the NEVADA HEIGHTS HOMEOWNERS ASSOCIATION.

(b) "The Properties" shall mean and refer to all properties subject to this Declaration under the provisions of Article II, hereof.

(c) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties.

(d) "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 Living Unit situated upon The Properties but, notwithstanding any applicable theory

of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1 hereof.

(f) "Developer" shall mean Jevic Enterprises, Inc. and its successors and assigns.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. Land. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described on Exhibit "A" attached hereto.

Section 2. Expansion Reserved. These restrictions may be made applicable to additional, adjacent real estate owned by the Developer upon the recording of an amendment hereto, executed by the Developer, expanding the applicability. Such additional, adjacent real estate is described on Exhibit B attached hereto.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee, or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. Every Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot he owns in the subdivision or subdivisions regulated by the corporation. Only one vote shall be cast for each such Lot regardless of the number of joint interests therein. There shall be no split vote. A Member may vote by proxy.

Section 3. Management. The Association shall be managed by a board of such number of directors as may from time to time be designated in the By-Laws of the Association, but not less than three. The directors shall be those initially designated in the Articles of the Association until replaced by requisite vote at a membership meeting duly noticed in accordance with the Articles and By-Laws of the Association.

ARTICLE IV
SHARED WELLS

Section 1. Well Easements, Well Installation and Septic Permits.

(a) Notwithstanding any other provision of this document or any other provision contained in any Article, Bylaw or other document of the Association, perpetual easements shall exist as shown in the recorded subdivision map, for the benefit of the Lots indicated thereon for purposes of constructing and maintaining water wells and water transmission lines, all as indicated on the recorded plat map for the subdivision. The Owners of

the Lots which are the beneficiaries of these easements shall have the right, at all times, to have access to these easements for purposes of constructing and maintaining such water wells and water piping, as service that respective Lot. All costs of construction and/or maintenance of such water wells and water piping which services more than one Lot, shall be paid by the Owners of the Lots which benefit from such services on a pro rata basis with the Owners of other Lots who share in the benefit from such services. The Owner of any Lots which has a shared well and who is the first to construct a residence to be serviced by a joint well and water piping system shall be required to install a pressure tank in the residence being constructed which shall be used to service the residence being constructed, as well as the second Lot to be serviced by the joint well. Said pressure tank shall be provided by the developer at no charge to either Lot Owner. Expenses for operating the joint well shall be paid for by the Owners of the Lots being serviced thereby, in the ratio of usage by each Lot Owner. In no event shall any expense for the construction, maintenance or operation of water wells and water piping be an expense of the Association or any other Lot which does not benefit from such services. Any damage to any area contained within said easements caused by the construction or repair of any water wells or water piping shall be restored by the Owner or Owners of the Lot or Lots causing such damage, on a pro rata basis, as soon as practicable and without expense to the Association or Owner of any Lot which does not benefit from such services. In no event shall any other structure be constructed upon any part of the subdivision over, in or through any easement shown on the subdivision plat which is reserved for easements for water wells or water piping, so as to interfere with any Lot owner's rights in such easements. Such easements shall be covenants running with the land and for the benefit of the Owners of the Lots serviced by such easements, their successors and assigns forever. The Owner of each Lot shall be entitled to use as much water from any joint well servicing his property as may be necessary for normal residential consumption, but shall not, at any time, sell, exchange, transfer, barter or give away to any third party any water drawn from such joint well. All costs for operating and maintaining any joint well in the subdivision shall be paid, pro rata, by the Owners of any Lots which are, at that time, drawing water from said joint well.

(b) The owners of the lots served by a shared well shall each deposit, annually, with the appropriate electric utility, in advance, a sum equal to one year of the estimated annual electric charges for service to the well pump.

(c) In the event that the purchaser of a Lot chooses to serve the Lot with a private well rather than a shared well, then the purchaser shall pay the Developer a fee of $3,000 to defray Developer's expenses related to the cross easements and installation of additional wells.

SECTION V
LOT AND USE REQUIREMENTS

Section 1. Land Use. All Lots shall be solely used for residential purposes and no structure other than a single family dwelling not exceeding two stories in height, and having an attached garage not exceeding capacity of three cars shall be erected, altered, placed or permitted to remain on any Lot subject to these Restrictions and Covenants. No mobile or prefabricated homes shall be placed upon the Lots in this Subdivision. However, this restriction shall not be construed to limit use of panelized or componentized construction. In addition, single store utility storage sheds not exceeding 900 square feet in size may be erected upon approval of the Developer, but only if such detached sheds are not portable. Such sheds shall not be of steel construction, shall have a door height not to exceed nine (9) feet, shall have shingled roofs and shall be constructed in such manner as to match the general architecture of the dwelling and garage constructed on such Lot.

Section 2. Temporary Structures. No structure of a temporary character, and trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time, as a residence, either temporarily or permanently, nor shall any building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the Developer as hereinafter set forth.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Trash, garbage or other wastes shall not be kept except in sanitary containers which shall be screened properly from public view. During the period of construction, Owners shall maintain control of construction trash and waste. No unlicensed automobile or truck shall be stored or left standing on any Lot.

Section 4. Lot Care. In order to properly maintain Nevada Heights Subdivision as a desirable residential area, Lot Owners shall be responsible for cutting grass and weeds on their Lot as well as that portion of the road right-of-way adjacent to their Lot. The cutting of grass and weeds upon such Lot shall be the responsibility of the Lot Owner and failure to do so shall automatically give authority to the Town of Hubbard or the Owner of the unsold Lots within the subdivision, to enter upon such Lots and cut the same at the expense of the Lot Owner.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet. One sign of no more than five (5) square feet may be used to advertise the property for sale or rent except, however, that during the construction and sales period of any "model homes", the Developer may grant a variance to the number and size of signs as needed.

Section 6. Swimming Pools. Plans and the location of all swimming pools must be approved by the Developer.

Section 7. Exterior Lighting. No exterior light shall exceed the wattage of 100 watt light bulbs.

Section 8. Architectural Control. No building or other structure shall be erected on any Lot until the design, plans and location of it has been approved by the Developer or as otherwise approved herein. The Developer shall consist of three Members being appoint by the Developer.

Developer, its successors and assigns, shall have the right to remove a person appointed to the Committee 60 days after written notice of such intention is personally served on the Committee Member and to fill any Committee vacancy. No plan shall be deemed disapproved unless a majority of Committee Members to agree and sign a written notice which shall then be served on the person who submitted the plans within 20 days after the date the plans were submitted to the Committee. Services of said notice shall be by certified mail. In any case, no residential home shall be deemed approved unless it has a ground floor square footage of at least 1,200 square feet for a one store structure or at least 1,000 square feet on the ground floor in the case of a 1½ store or excluding footage of porches, breeze ways and attached garages, but not less than a total of 1,600 square feet for all feet for all floors of a 1½ story or a 2 story structure, excluding the basement, if any. Further, the tri-level residence shall have a minimum of 1,600 square feet of living area of all floors, excluding porches, breeze ways, basement areas and garages.

However, the minium square footage of such residence may be less than the amounts so stated if they conform with the lesser minium square footage provided in the existing regulations and codes of the Town of Hubbard and/or Dodge County, Wisconsin.

Section 9. Ordinances and Zoning. The presently effective Ordinances and Zoning Restrictions of the Town of Hubbard dealing with lot size, set backs and land usage now applicable to these lands are hereby incorporated into these Covenants for all matters not specifically covered by these Covenants.

Section 10. Completion of Construction. Construction of all buildings shall be completed within one year from the date of issuance of a building permit, except for unavoidable delays due to war, strike, or Act of

God. All Lot area not used as a building site shall be kept under good cover crop or tended to keep it free of noxious weeds.

Section 11. Underground Utilities. No overhead electric or telephone wires shall be permitted to be constructed, erected or maintained. All electrical service and telephone connections shall so far as possible be made by and through underground cables and connections.

Section 12. Erosion Control. The Owner of each Lot shall be responsible for compliance with any and all applicable erosion control ordinances and regulations in effect at the time that a building permit is obtained.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 2. Right of First Refusal. Developer retains a right of first refusal with respect to any Lot which may be offered for resale by any Owner prior to the construction of any dwelling thereon. If any Lot shall be offered for sale by and Owner prior to the construction of any dwelling thereon, said Lot shall first be offered for sale to Developer, in writing, upon the same terms and conditions as the Owner proposes to sell such Lot to a third party. Owner shall, by certified mail, deliver a copy of the Offer to Developer. Developer shall then have 10 days from the date of receipt of such written offer to accept such offer, in writing, addressed to the seller at seller's last known address.

Section 3. Amendment. This Declaration may be amended at any time by the recording of a written instrument executed by the Owners of at least 50% of the Lots subject hereto. Any such amendment shall be effective when signed and recorded.

Section 4. Enforcement Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these Covenants or Restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, these Covenants have been signed and sealed this 16th day of June, 1998.

JEVIC ENTERPRISES, INC.

By: _____
Jeffrey J. Weber, President

By: _____
Jeffrey J. Weber, Secretary

Personally came before me this 16th day of June, 1998, the above named Jeffrey J. Weber, President and Secretary of Jevic Enterprises, Inc. to me know to the person and officer, who executed the foregoing instrument on behalf of Jevic Enterprises, Inc. and acknowledge the same.

Amber K. Lenhardt
Notary Public, State of Wisconsin
My Commission Expires: 8-24-2002

NOTARY PUBLIC AMBER K. LENHARDT STATE OF WISCONSIN

Drafted by:
Attorney Joan R. Beck
P.O. Box 270455
Hartford, WI 53027
(414) 673-3112

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Office of Register of Deeds
Dodge County, WI
RECEIVED FOR RECORD
MAR 14 2002
at 1:33 o'clock P. M.
Chris Planasch
CHRIS PLANASCH - Registrar

952922
DOCUMENT NO.

Return to: Attorney Joan R. Beck
Beck Law Office, S.C.
P.O. Box 270455
Hartford, WI 53027

AMENDMENT NO. 2 TO
DECLARATION OF RESTRICTIVE COVENANTS
OF NEVADA HEIGHTS SUBDIVISION

WHEREAS, Jevic Enterprises, Inc. is the Developer (herein the "Developer") of Nevada Heights Subdivision, a subdivision of the Northeast¼, Southeast¼, and Northwest¼ of the Southeast¼ of Section 12, T11N, R16E, Town of Hubbard, Dodge County, Wisconsin, as more particularly described on Exhibit A, attached hereto (herein "Nevada Heights");

WHEREAS, the Developer caused to be recorded a certain Declaration of Covenants and Restrictions effecting the development and use of Nevada Heights, said Declaration having been filed for record on December 16, 1996, in Volume 906, beginning on Page 255, as Document No. 837786 and Amendment to Declaration of Restrictive Covenants of Nevada Heights Subdivision having been filed for record on June 18, 1998, in Volume 974, Page 606, as Document No. 867183;

WHEREAS, according to its terms, said Declaration may be amended by the Owners of more than 50% of the lots; and

WHEREAS, the Developer is the Owner of more than 50% of the lots in said Subdivision;

NOW, THEREFORE, be it known that the aforesaid Declaration of Covenants and Restrictions is amended to read as follows:

ARTICLE 1 - DEFINITIONS

(a) This paragraph shall be removed from Article 1 and any reference to the Nevada Heights Homeowner's Association shall be deleted from the entire document.

SECTION V - LOT AND USE REQUIREMENTS

Section 8. Architectural Control. No building or other structure shall be erected on any Lot until the design, plans and location of it has been approved by the Developer, or his designee.

Developer, its successor and assigns, shall have the right to designate a person to review and act on plans in his place. No plan shall be deemed disapproved unless the Developer or his designee signs a written notice which shall then be served on the person who submitted the plans within 20 days after the date the plans were submitted to the Developer. Services of said notice shall be by certified mail. In any case, no residential home shall be deemed approved unless it has a ground floor square footage of at least 1,200 square feet for a one story structure or at least 1,000 feet on the ground floor in the case of a 1½ story or excluding footage of porches, breeze ways and attached garages, but not less than a total of 1,600 square feet for all feet for all floors of a 1½ story or a 2 story structure, excluding basement, if any. Further, the tri-level residence shall have a minimum of 1,600 square feet of living area of all floor, excluding porches, breeze ways, basement areas and garages.

However, the minium square footage of such residence may be less than the amounts so stated if they conform with the lesser minium square footage provided in the existing regulations and codes of the Town of Hubbard and/or Dodge County, Wisconsin.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

This Article and all its Section(s) are hereby deleted from the entire document.

ARTICLE IV - SHARED WELLS

Section 1. (c) This Section is hereby deleted from Article IV of the document.

SECTION V - LOT AND LAND USE REQUIREMENTS

Section 4. Lot Care. In order to properly maintain Nevada Heights Subdivision as a desirable residential area, Lot Owners shall be responsible for cutting grass and weeds on their Lot as well as that portion of the road right-of-way adjacent to their lot. The cutting of grass and weeds upon such Lot shall be the responsibility of the Lot Owner and failure to do so shall automatically give authority to the Town of Hubbard or Developer to enter upon such Lots and cut the same at the expense of the Lot Owner.

IN WITNESS WHEREOF, these amendment(s) to the covenants have been signed and sealed this 5th day of March, 2002.

JEVIC ENTERPRISES, INC.

By: _____
Jeffrey J. Weber, President

By: _____
Jeffrey J. Weber, Secretary

STATE OF WISCONSIN)
) §
DODGE COUNTY)

Personally came before me this 5th day of March, 2002, the above named Jeffrey J. Weber, President and Secretary of Jevic Enterprises, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Amber R. Lenhardt
Notary Public, State of Wisconsin
My commission: 3-[illegible]

AMBER R. LENHARDT NOTARY PUBLIC STATE OF WISCONSIN

This document drafted by:
Attorney Joan R. Beck, Beck Law Office, S.C.
P.O. Box 270455
Hartford, WI 53027

EXHIBIT A

Lots One through Eighteen (1 through 18) inclusive of NEVADA HEIGHTS, being a redivision of Certified Survey Map No. 3873, as recorded in Volume 23 of Certified Survey Maps, pages 263-264, and that part of the Northeast¼ and the Southeast¼ of the Southeast¼ of Section 12, Town 11 North, Range 16 East, of the Fourth Principal Meridian, Town of Hubbard, Dodge County, Wisconsin.

Lots Nineteen (19) through Forty-two (42), inclusive of NEVADA HEIGHTS FIRST ADDITION, being a subdivision of part of the NE¼ and the SE¼ and SW¼ and the NW¼ of the SE¼ of Section 12, Town 11 North, Range 16 East, of the Fourth Principal Meridian, Town of Hubbard, Dodge County, Wisconsin.