DECLARATION OF PROTECTIVE COVENANTS OF ROCK RIVER RIDGE SUBDIVISION

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ROCK RIVER RIDGE SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS OF ROCK RIVER RIDGE SUBDIVISION (the "***Declaration***") is made this ____ day of January, 2025, by Rock River Ridge, LLC, a Wisconsin limited liability company ("***RRR***") and Hoffman Matz, LLC, a Wisconsin limited liability Company ("***HM***," and together with RRR, collectively, "***Declarants***").

RECITALS

WHEREAS, the Plat of Rock River Ridge Subdivision was recorded with the Register's Office on October 9, 2024, as Document Number 1488552, a copy of which is attached hereto and made a part hereof, as **Exhibit A** (the "***Plat***").

WHEREAS, the Plat created (i) seventy-eight (78) single family Lots, designated as Lots 19 – 96 on the Plat, (ii) eighteen (18) twin home Lots, designated as Lots 1 – 18 on the Plat, (iii) three (3) Outlots, designated as Outlots 1, 2 and 3 on the Plat, (iv) certain lands to be dedicated to the Municipality for park purposes and (v) Lot 97 which may be developed as a multi-family property in the future.

WHEREAS, this Declaration is recorded against and provides for the governance and administration of (i) the seventy-eight (78) single family Lots, designated as Lots 19 – 96 on the Plat, (ii) the eighteen (18) twin home Lots, designated as Lots 1 – 18 on the Plat and (iii) the three (3) Outlots, designated as Outlots 1, 2 and 3 on the Plat (ownership of each of the ninety-six (96) Lots described in (i) and (ii) of this recital, includes an appurtenant interest in one (1) or more of the Outlots) (collectively, the "***Subdivision***").

WHEREAS, the Subdivision is legally described on **Exhibit B**, attached to and made a part of this Declaration.

WHEREAS, for the purposes of clarity, neither the lands dedicated to the Municipality, for park purposes, nor Lot 97 are included in the Subdivision described and defined in this Declaration, and they are not subject to the provisions of this Declaration.

WHEREAS, As of the Effective Date (i) RRR owns Lots 19 -21 and Lots 88 – 96 of the Subdivision and (ii) HM owns Lots 1 – 18 and Lots 22 – 87 of the Subdivision.

WHEREAS, Declarants have determined there are benefits in establishing a single homeowners association to collectively, govern and administer the entire Subdivision.

WHEREAS, Declarants have provided for the incorporation of Rock River Ridge Homeowner's Association, Inc., a Wisconsin nonstock corporation (the "**Association**") to govern and administer the Subdivision.

WHEREAS, For the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined), Declarants desire to subject the Subdivision to certain covenants, conditions, restrictions, reservations and easements, as generally set forth in this Declaration.

DECLARATION

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

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials; (5) promote the highest and best residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; and (7) be in compliance with Municipal (as hereinafter defined) codes and ordinances.

ARTICLE 1. DEFINITIONS

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

1.1 "***Association***" shall mean the Rock River Ridge Homeowner's Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots in the Subdivision.

1.2 "***ACC***" shall mean the Architectural Control Committee, as initially established by the Declarants.

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

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

1.5 "***Building***" shall mean any freestanding structure located in the Subdivision. A "***dwelling***" or a "***home***" is a Building intended for occupancy in accordance with Article 6.

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

1.7 "***Common Areas***" shall mean the easements, Outlots and those areas identified for common use on the Plat. Subject to the limitations of the Plat, the Owners shall have equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other conveyance.

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

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

1.10 "***Declarants***" shall mean (i) Rock River Ridge, LLC, a Wisconsin limited liability company and its successors and assigns and (ii) Hoffman Matz, LLC, a Wisconsin limited liability company and its successors and assigns.

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

1.12 "***Developer***" shall mean any residential developer building single family homes or twin homes in the Subdivision, including, but not limited to Neumann Developments, Inc. and White Oak Homebuilders, LLC.

1.13 "***Development Agreement***" shall mean that certain Development Agreement recorded with the Registry Office on July 11, 2024, as Document Number 1485767.

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

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

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

1.17 "**Effective Date"** shall mean the date a fully executed original of this Declaration is recorded with the Register's Office.

1.18 "***Lot***" shall mean a platted lot that is (i) located on the Plat, (ii) included in the Subdivision and (iii) intended for construction of a home. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.19 "***Mortgage***" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.20 "***Mortgagee***" shall mean they holder of a Mortgage.

1.21 "***Municipality***" or "***Municipal***" shall mean the City of Watertown, Wisconsin.

1.22 "***Natural Materials***" shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to wood, masonry, stone, cement board, or LP SmartSide Siding or other as determined by the ACC. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the ACC.

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

1.24 "***Owner***" shall mean each fee simple owner or land contract vendee of a Lot. The Declarants are Owners with respect to Lots to which they hold title.

1.25 "***Outlot***" or "***Outlots***" shall mean an outlot that is (i) shown on the Plat and (ii) included in the Subdivision. The reference to an Outlot by a number shall mean that particular Outlot, as shown on the Plat. Ownership of each of the ninety-six (96) Lots, includes an appurtenant interest in one (1) or more of the Outlots.

1.26 "***Pet***" shall mean a domestic cat, a domestic dog, service animal and emotional support animal, a single caged bird or common small tank fish.

1.27 "***Plat***" shall mean the Plat of Rock River Ridge, as (i) recorded with the Register's Office, (ii) outlined in the RECITALS and (iii) attached hereto as **Exhibit A**.

1.28 "***Register's Office***" shall mean the Office of the Register of Deeds for Jefferson County, Wisconsin.

1.29 "***Rules***", if any, shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.30 "***Storm Water Facilities***" shall mean the private storm water basins, including but not limited to stormwater water ponds and structures, installed in the Outlot(s) together with the easements as shown on the Plat.

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

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

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

2.1.1 Minimum Construction and Finish Standards. Pursuant to the Development Agreement, the Municipality has established and is requiring certain minimum construction and finish standards for all single family and twin homes constructed in the Subdivision. The approved minimum requirements for the construction and finishes for single family homes in the Subdivision are described in **EXHIBIT C**, while the approved minimum requirements for the construction and finishes for twin homes in the Subdivision are described in **EXHIBIT D**, both of which are incorporated into and made a part of this Declaration. All single family and twin homes constructed on the Lots and in the Subdivision shall (a) comply with the requirements of this Section 2.1.1 and the requirements set for on **EXHIBIT C** and **EXHIBIT D** and with the requirements set forth Housing Construction in the Development Agreement (as defined below). In the event of conflict between the requirements of this Declaration and the requirements of **EXHIBIT C and/or EXHIBIT D,** the requirements of **EXHIBIT C** and/or **EXHIBIT D** shall control. In the event of conflict between the provisions of this Declaration and the provisions of the Development Agreement, the provisions of the Development Agreement shall control.

2.1.2 Architectural Control Committee. So long as Declarants have title to any of the Lots, the ACC shall consist of three (3) members appointed jointly, , by Declarants' appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of Declarants. Declarants shall surrender the selection of the members of the ACC upon the earlier of: (a) thirty (30) days from the final Lot Owner being granted an occupancy permit and Declarants' conveyance of the final Lot; (b) ten (10) years from the Effective Date of this Declaration; or (c) Declarants' election to waive its rights to control the ACC. Upon Declarants' surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarants may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarants; approval of Drawings for other matters will not require Declarants' approval. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

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

(a) commencement of construction of any Building or other improvements or alteration on any Lot; or

(b) the reconstruction of any Building or other improvements on any Lot; or

(c) the demolition of any Building or other improvements on any Lot; or

(d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on any Lot; or

(e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any Lot;

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

(1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

(2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,

(3) the proposed landscaping, including any fences or walls, and

(4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the requirements in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to Section 2.1.4 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.4 below, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (e) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

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

2.1.4 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set

forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

2.1.5 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.3 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.6 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

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

2.1.8 Uniformity Standards. Certain standards of architectural control are set forth below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.9 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a

member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 36" in diameter shall be erected or installed on or in any roof or any other portion of a Building, on any Lot, or on the unimproved portions of such properties, except as erected or installed by Declarants, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements. Only one single-family home not to exceed two stories in height may be constructed on each single family Lot. Only one twin home not to exceed two stories in height may be constructed on each twin home Lot. The following types of homes on Lots shall have the following minimum sizes:

HOME TYPE:	**MINIMUM SIZE:**
Single Family (One story)	1,600 square feet
Single Family (More than one story)	1,750 square feet
Twin Home (One or more stories)	1,400 square feet

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

2.4 Garages / Driveway / Curbing & Roadways.

2.4.1 Garages. Each residence shall have a garage for not less than two cars attached to the residence containing a minimum of 420 square feet.

2.4.2 Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

2.4.3 Curbing & Roadways. Lot Owner shall be responsible for repairing and/or replacing any curbing damaged during construction of the home. Damaged curbing shall be removed and replaced per municipal requirements as part of the driveway installation if allowed by the Municipality. The Hoffman Matz, LLC is responsible for placing the surface course of asphalt on the public roadways; the Lot Owner is hereby notified that is may occur after the structure is built on the Lot. Prior to installing the surface course of paving, the Municipality will inspect the roadways and curbing, if the Declarants are notified by the Municipality that curbing needs replacement, the owner of the Lot shall be responsible for costs associated with the replacement of the damaged curbing.

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

2.5.1 Exterior Siding. Buildings shall be sided with vinyl, cement board, stucco or stone. Soffits and Fascia may be aluminum material. If masonry is used on the exterior walls, it should terminate at an inside corner or at a corner board that is at least six (6) inches in width. On the front elevation, window and door wraps shall not be vinyl and shall be at least four inch (4") nominal in width and used on all locations except on windows with shutters. On other elevations, window and door wraps are optional and if used, may be vinyl. Corners on front elevation shall not be vinyl and shall be six inch (6") trim boards, corners on other elevation are optional and if used, may be vinyl. The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC.

2.5.2 Roof. A residence shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12, or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

2.5.3 Fences. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48") in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) which is black in color or stone or masonry. Stone or masonry columns may be used at corners and in lieu of posts. Chain-link, natural wood, stockade fences, vinyl fencing and other fencing materials are not allowed. Subject to ACC approval, fencing may be permitted in the front yard in limited quantities subject to the other provisions of this Declaration. Fences shall be installed no closer than twenty-four inches (24") from any property line. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

2.5.4 Patio Screening. All patio screening is subject to review and approval by the ACC and is subject to applicable Municipal ordinances and building codes. Attractive wooden or composite screen panels or privacy barriers may be approved by the ACC in writing, provided they do not exceed six (6) feet in height or create a complete enclosure. The ACC may, in its sole discretion, consider barrier location, materials, design and construction details in reviewing or approving any requests for patio screening.

2.5.5 Grading. No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade" or "master grade") of a Lot must conform to grading plans approved by the Municipality. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.5.6 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are not allowed) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipal or other regulatory bodies' requirements. Pools shall be completely enclosed by a wall or fence of a minimum of four foot (4') elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4') clearance between the fence and the pool. Owner is responsible to insure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.5.7 Mailboxes, CBUs & Lamppost:

(a) Mailboxes. The United States Postal Service requires the use of Cluster Box Units ("***CBUs***") within the Subdivision. The CBUs shall be located in the Right of Way within the Subdivision. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs along with initial distribution of the mailbox keys to the initial lot

owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

(b) CBUs. The term "***CBU***" shall mean the Cluster Box Unit installed along the roadway or in a Common Area serving the postal needs of each home. Unless the USPS allows mailboxes in the Subdivision, the Developer shall direct the HOA to install CBUs in locations as approved by the USPS. The Developer will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined USPS. If any CBU is damaged, destroyed, stolen, or any other adverse effected, the HOA shall be responsible, on behalf of the Lot Owners, to repair the defect in a timely manner and at the HOA's expense. The HOA shall issue all the keys for a box to a Lot Owner at the INITIAL occupancy of each home and the HOA. The Lot Owner shall be responsible to retain the spare keys for each box. If a key is lost, not transferred when the home is sold, the Lot Owner shall be responsible for retaining a locksmith to replace the lock/key for their CBU box or, as determined by the HOA, the HOA shall make a copy of the key and charge the Owner the then-current rate as determined by the HOA.

(c) Installation; Maintenance. Each Owner shall maintain its mailbox (if required) and lamppost in good condition and working order. If an Owner does not install or maintain the mailbox or lamppost, the Association may install, repair, replace, or maintain the same as deemed necessary by the Association and charge Owner for such amount plus a fee for services rendered as determined by Association. Without limiting the authority of the Association, the costs of enforcing the covenants in this subsection may be assessed to an offending Owner or other method as set forth in Article 4. The HOA shall maintain the CBUs; each Lot Owner shall be responsible for maintaining keys and transferring keys to new Lot Owners when a Lot or home is sold.

(d) Installation by Developer. If a Developer, in its discretion, installs, any mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Developer to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

2.5.8 Exterior Illumination/Lighting

(a) All homes in the neighborhood are required to have outdoor lighting illuminating the front entrance to their home. Homeowners can opt to install one of the following:

(1) Install, operate, and maintain photo electric lights that operate from dusk to dawn on the street facing elevation of the home.

(2) Install a lamppost that consists of a black post that is 96 inches in height with a tapered base and a black post mounted lantern above with a minimum lantern width/diameter of 12 inches and shall be operational before occupancy. If installed, the lamppost must be located in the front yard, generally ten feet (10') from the edge of the driveway and no more than fifteen feet (15') from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls.

2.5.9 Utilities. All utilities servicing the Lot shall be installed underground.

2.5.10 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC, which approval shall not be unreasonably withheld.

2.5.11 Dog Kennels. Dog kennels shall not be allowed on any Lot even one which would otherwise be permitted by Municipal ordinance or code.

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

2.5.13 Outbuildings. Storage sheds or outbuildings of any size, temporary or permanent, shall not be permitted under any circumstance.

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan.

(a) Declarants have established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the "***Master Grading Plan***") designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarants and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarants' efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarants do not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

(b) No Owner shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Declarants unless and until the Owner shall first obtain the written approval of the Municipal Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the Owner, at the Owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects of site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner with respect to drainage or their viewing of unreasonable slope treatment. The Municipal Engineer's approval, if granted shall not relieve the Owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Owner by requesting the alteration, and/or altering the grade, thereby agrees to indemnify and hold harmless the Municipality and its agents, employees and independent contractors regarding the same. The Declarants and/or the Municipality and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection,

maintenance, correction of any drainage condition, and the property owner is responsible for the cost of the same.

2.6.2 Landscaping.

(a) Plantings. Each Lot with a home in the Subdivision must plant and maintain a minimum of eight (8) foundation plantings and mulched bed along the front foundation wall. No plantings shall be placed between the sidewalk and street curb, this area is reserved for Street Trees which shall be initially planted by Hoffman Matz, LLC. .

(b) Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within one hundred twenty (120) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within one hundred twenty (120) days of proper growing conditions which is anticipated to be from mid-April to mid-October.

2.6.3 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that are water conservation models. Controllers shall be equipped with a soil moisture sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations.

2.6.4 Easements. Plantings in the public and private easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality and may be subject to damage or removal for maintenance and/or repair operations.

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

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarants shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property such as easements.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than

thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. The Board of the Association shall have three (3) members. Declarants shall appoint two (2) Directors and RR Twin Homes shall appoint one (1) Director. The right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers shall be established in the Articles of Incorporation and Bylaws of the Association.

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

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price, each Owner will deposit a reasonable initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot. Declarants are not subject to initial assessments during the term of this Declaration Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, including costs to operate the Common Area improvements and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, for all platted lots in the subdivision as of January 1st of that year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.2 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements for the Common Area as provided in Section 7.5, and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

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

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

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an

assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

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

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

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

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

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner/Occupant or such Owner's/Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no home has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

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

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. If the Association fails to maintain the Common Area as set forth herein, the Municipality, after proper notice to the Association, may cause such maintenance to be accomplished and may invoice the Association for the cost thereof. If such invoice is not paid in accordance with the period of time

customary for the Municipality, the costs may be apportioned among the Owners of all Lots in the subdivision and placed on the next tax bill of each Lot.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements or other improvements in the Common Areas may not be removed or substantially altered without written approval by the Association, Municipal engineer and the Municipal plan commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to the Association. Developers and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single-Family Residential. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 6.1.2. The term "***residential purposes***" includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarants or their agents for sales of Lots or by the Association for conducting its affairs. These uses may require specific approval by the Municipality and must be in compliance with all Municipal ordinances and regulations or receive a temporary use permit as authorized by the Municipality. Approval of a use by the ACC does not constitute approval by the Municipality or certification that the use complies with Municipal ordinances and regulations.

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

(a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and

(b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and

(c) no reptiles or un-caged birds shall be permitted; and

(d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and

(e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and

(f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four (24) hours in a one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC.

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

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

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 3 or in accordance with rules established by the Association with respect to the Common Area.

6.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

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

6.9 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarants and/or Developers may do so without such approval to facilitate sales, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 2. Where Board consent is sought

and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "***Signs***" as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. All Signs placed within easements or the public right-of-ways shall also require Municipal approval and/or permits.

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

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

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

ARTICLE 7. SPECIAL FEATURES

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

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

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling fund of the Association.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction,

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

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

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

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarants under this Declaration, or the rights of Mortgagees under Article 10, without the express written consent of Declarants or Mortgagee, as applicable. Notwithstanding the foregoing, Declarants reserve the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the Lots have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarants may also enter into other agreements on behalf of the Association or Lot Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or

Association, provided however, that any amendments to the restrictions where the Municipality is involved or has an interest may require the approval by the Municipality.

9.2 Procedures. Except with respect to an amendment by Declarants, amendments to this Declaration shall be prepared and executed by the president of the Association and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

9.3 Homebuilder Obligations to be Preserved. Each Developer and each Owner acknowledge and agree that compliance with the "Housing Construction" obligations under the Development Agreement was and is a material condition to Hoffman Matz, LLC's agreement to sell the Subdivision property to any Developer. Accordingly, Declarants shall not amend this Declaration in a manner that modifies the requirements that Lots be developed in accordance with the requirements established in the Development Agreement.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

ARTICLE 11. RIGHTS OF DECLARANTS

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

12.1.1 may use the Common Areas and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarants may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarants may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarants' delegates shall not have the right, without Declarants' express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home". Notwithstanding the foregoing, any such use must be in compliance with all Municipal ordinances and regulations and may require a use permit granted by the Municipality.

11.1.2 shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarants. Additionally, the right to grant easements upon, over, through and across the Common Areas as may be required in Declarants' sole opinion for furnishing any kind of utility services, maintenance and replacement thereof, drainage, grading, communications or public purposes including, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings or for ingress and egress and maintenance and replacement thereof, to, from, and within, the Property and other real property adjacent to it.

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

For purposes of this Section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a "sale" for purposes of this Section.

11.2 Addition to the Subdivision. Declarants reserve the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject Expansion Area to this Declaration in accordance with this Section. Each time Declarants subjects Expansion Area to this Declaration it is known as an "***Expansion***".

11.2.1 Expansion. Declarants reserve the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional Lots and Outlots to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time, provided however, any such amendment shall not modify the requirements that Lots be developed in accordance with the requirements established in the Development Agreement). Any Expansion Area shall be a part of the Plat. Any Expansion Area will be subject to the provisions of this Article 12.2 as though it were a part of the original Phase 1 Property.

11.2.2 Procedure for Expansion. Declarants shall subject Expansion Area to this Declaration by recording with the Register's Office one or more amendments to this Declaration setting forth the legal description of the Expansion Area so affected, provided however, any such amendment shall not modify the requirements that Lots be developed in accordance with the requirements established in the Development Agreement. An amendment creating an Expansion need be executed only by the Declarants and does not require consent from or notice to any other person.

11.2.3 Contents of Expansion Amendment. An Expansion amendment will (a) state the legal description of the Expansion Area being subjected to this Declaration; (b) set forth such other limitations on such future Lots as Declarants may desire not inconsistent with this Declaration; and (c) set forth such other information as is reasonable to facilitate the Expansion and the integration of the Expansion Area into the Association. All other provisions of the Declaration shall apply to the Lots or Outlots included in any Expansion.

11.2.4 Modification of Budget and Assessments. Upon each such Expansion, the Association will amend the annual Budget and annual assessments as appropriate to account for the effects of any Expansion. Any assessments prior to the addition of Expansion Area affected by the Expansion will be pro-rated and adjusted by the Association accordingly. Each Owner in the Expansion Area shall have the same rights and obligations as if such Owner was an Owner of the initial Phase 1 Property. All Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Owner also acknowledges that assessments could increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

11.2.5 Effective Date of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration, executed by Declarants, is recorded with the Register's Office.

11.2.6 Effect of Expansion on Outlots. To the extent that Owners have a tenancy in common interest in Outlots prior to an Expansion, the interests of such Owners will be deemed adjusted, upon the recording of an Expansion amendment and without more, to equally allocate ownership among all Owners, both pre-existing and new. The interest of any Mortgagee in Outlots by virtue of this tenancy in common interest, shall attach, by operation of law, to the new percentage interests in the Outlots appurtenant to the Lot on which it has its lien.

11.3 Reserved Easements. Declarants reserve easements over the Common Areas for the benefit of all portions of the Subdivision not yet included in this Declaration, for the purposes of vehicular and pedestrian access; installation, repair, maintenance and replacement of utilities to serve the Expansion Areas; marshaling of construction materials and personnel for improvements made to the Expansion Area; and the use of Common Improvements and Common Areas for recreational purposes consistent with those uses granted to Owners.

11.4 Homebuilder Obligations Under Development Agreement. Notwithstanding any provision in this Declaration to the contrary, in the development of the Subdivision, each Developer shall comply with the "Housing Construction" obligations in the Development Agreement. Each Developer and each Owner acknowledge and agree that compliance with the "Housing Construction" obligations under the Development Agreement was and is a material condition to Hoffman Matz, LLC's agreement to sell the Subdivision property to each Developer.

11.5 Stormwater. Notwithstanding any provision in this Declaration to the contrary, Outlots provided for in the Plat shall only be used to accommodate storm water for Lots identified on the Plat. Real property located outside of Plat shall not have the right to use Outlots for stormwater detention.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property.

Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

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

ARTICLE 14. TERMINATION

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

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

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

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

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

15.10 Binding Effect. This Declaration shall run with the land and be binding on Declarant, each Owner and their respective successors and assigns.

15.11 Acknowledgement of Information from Plat. By taking ownership of a Lot, each Owner acknowledges to the following:

15.11.1 Lots 29 – 57 are within five hundred (500) feet of a wastewater treatment facility and said Lots are located within wastewater distances identified in Wisconsin Department of Natural Resources NR 110, Sewerage Systems for Mechanical Treatment Facilities, Effluent Holding and Polishing Ponds and acknowledge the presence of nuisance associated with waste water treatment facility operating withing referenced separate distances.

15.11.2 The Plat has airport approach protection zone elevation limits as shown on Sheet 2 of the Plat for all buildings, structures and objects of natural growth, whether or not such buildings, structures and objects of natural growth are in existence.

15.11.3 Lot 97 is a 406,527 square foot lot to be developed at a later date and is not subject to this Declaration.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

ROCK RIVER RIDGE, LLC,
a Wisconsin limited liability company

By: Neumann Developments, Inc., Sole Member

By: _____
Bryan Lindgren, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____day of January, 2025, the above named Bryan Lindgren, President of Neumann Developments, Inc., sole member of Rock River Ridge, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

_____
Name:_____
Notary Public, State of Wisconsin
My commission Expires:_____

Hoffman Matz, LLC,
a Wisconsin limited liability company

By: GWCHF Holdings, LLC
a Wisconsin limited liability company

By: Greater Watertown Community Health Foundation, Inc.,
a Wisconsin nonstock corporation

By: _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF JEFFERSON)

Personally came before me this ____day of January, 2025, the above named [Ben or Tina] of Greater Watertown Community Health Foundation, Inc., sole member of GWCHF Holdings, LLC, sole member of Hoffman Matz, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

_____
Name:_____
Notary Public, State of Wisconsin
My commission Expires:_____

EXHIBIT A

The Plat

[See Attached]

EXHIBIT B

Legal Description

Lots 1 - 96 and Outlots 1, 2 and 3 of the Plat of ROCK RIVER RIDGE SUBDIVISION, recorded in the Office of the Register of Deeds for Jefferson County, Wisconsin on October 9, 2024 in Volume C, Page 86 as Document Number 1488552.

Tax Parcel Numbers

Parcel Number	Parcel Number	Parcel Number	Parcel Number
291-0815-0811-011	291-0815-0814-006	291-0815-0814-031	291-0815-0814-055
291-0815-0811-012	291-0815-0814-007	291-0815-0814-032	291-0815-0814-056
291-0815-0811-013	291-0815-0814-008	291-0815-0814-033	291-0815-0814-057
291-0815-0811-014	291-0815-0814-009	291-0815-0814-034	291-0815-0814-058
291-0815-0811-015	291-0815-0814-010	291-0815-0814-035	291-0815-0814-059
291-0815-0811-016	291-0815-0814-011	291-0815-0814-036	291-0815-0811-045
291-0815-0811-017	291-0815-0814-012	291-0815-0814-037	291-0815-0811-044
291-0815-0811-018	291-0815-0814-013	291-0815-0814-038	291-0815-0814-060
291-0815-0811-019	291-0815-0814-014	291-0815-0814-039	291-0815-0814-061
291-0815-0811-020	291-0815-0814-015	291-0815-0814-040	291-0815-0814-062
291-0815-0811-021	291-0815-0814-016	291-0815-0814-041	291-0815-0814-063
291-0815-0811-022	291-0815-0814-017	291-0815-0814-042	291-0815-0814-064
291-0815-0811-023	291-0815-0814-018	291-0815-0814-043	291-0815-0814-065
291-0815-0811-024	291-0815-0814-019	291-0815-0814-044	291-0815-0811-033
291-0815-0811-025	291-0815-0814-020	291-0815-0814-045	291-0815-0811-034
291-0815-0811-026	291-0815-0814-021	291-0815-0814-046	291-0815-0811-035
291-0815-0811-027	291-0815-0814-022	291-0815-0814-047	291-0815-0811-036
291-0815-0811-028	291-0815-0814-023	291-0815-0814-048	291-0815-0811-037
291-0815-0811-029	291-0815-0814-024	291-0815-0814-049	291-0815-0811-038
291-0815-0811-030	291-0815-0814-025	291-0815-0814-050	291-0815-0811-039
291-0815-0811-031	291-0815-0814-027	291-0815-0814-051	291-0815-0811-040
291-0815-0814-003	291-0815-0814-028	291-0815-0814-052	291-0815-0811-041
291-0815-0814-004	291-0815-0814-029	291-0815-0814-053	291-0815-0811-042
291-0815-0814-005	291-0815-0814-030	291-0815-0814-054	291-0815-0811-043

EXHIBIT C

City of Watertown
Rock River Ridge Residential Subdivision Project
Single Family Minimum Construction and Finish Standards

This document provides minimum home standards for the Single Family Homes constructed in the Rock River Ridge Residential Subdivision to ensure a baseline level of quality expectation for all homes built in the Project. The City's objective is to reduce costs without sacrificing quality so that homes maintain/appreciate their value over time with appreciations comparable to that of existing homes in the community.

The minimum standards in this document do not include all the requirements and necessary items for a "completed" home and are in addition to state building code requirements and other local building and zoning requirements. Materials the City deems to be equal or superior to those listed here may be substituted with approval by the City.

House & Garage Size and Interior Finishes

- Minimum of two-bedroom home
- Minimum of 1 full bathroom and 1 half bathroom
- Minimum of two car garage (minimum 420 square feet)
- 8-foot tall poured basement foundation wall
- If constructing a two-bedroom home, basement shall include an egress window for potential addition of a bedroom in the basement. Basement shall include plumbing for an additional bathroom to be installed at a later date.
- Home Warranty: The contractor will provide at least a 1-year home warranty on all work on flooring, carpeting, appliances, etc.
- Glue-down sheet vinyl flooring, LVP for kitchen, dining, bath, and entry areas. LVP or carpet flooring for living room, hallway, bedrooms, and stairs with 6 lbs pad or better
- Washer and dryer location will be designed with proper drainage, hookup, and venting.
- Passive sub-basement floor radon system

Exterior Finishes

- 30-year or equivalent dimensional asphalt shingle roof or better
- Shingles over 15# felt/synthetic
- Aluminum soffits, facia, gutters & downspouts
- High duty/quality vinyl siding (.42mm minimum thickness or better)High efficiency vinyl or fiberglass windows
- 2x6 exterior walls 24-inch on center with R19 and plywood sheathing
- R50 blown insulation used in ceilings and attic

Kitchen

- Pre-finished cabinets with laminate or solid surface countertops

Electrical, Wiring, Lighting

- Electrical panel with a minimum 100-amp capacity

Heating and Water Heating

- Ducted, gas, forced air central heating system with an energy efficiency rating of 90% or higher for heating

EXHIBIT D

City of Watertown
Rock River Ridge Residential Subdivision Project
Twin Home Minimum Construction and Finish Standards

This document provides minimum home standards for the Twin Homes constructed in the Riverside Residential Subdivision to ensure a baseline level of quality expectation for all homes built in the Project. The City's objective is to reduce costs without sacrificing quality so that homes maintain/appreciate their value over time with appreciations comparable to that of existing homes in the community.

The minimum standards in this document do not include all the requirements and necessary items for a "completed" home and are in addition to state building code requirements and other local building and zoning requirements. Materials the City deems to be equal or superior to those listed here may be substituted with approval by the City.

House & Garage Size and Interior Finishes

- Minimum of two-bedroom home
- Minimum of 1 full bathroom and 1 half bathroom
- Minimum of 2-car garage (minimum 420 square feet)
- 8-foot tall poured basement foundation wall
- If construction a 2-bedroom home, basement shall include an egress window for potential addition of a bedroom in the basement. Basement shall include plumbing for an additional bathroom to be installed at a later date
- Home Warranty: the contractor will provide at least a 1-year home warranty on all work on flooring, carpeting, appliances, etc.
- LVP or Plank Laminate for kitchen, dining, bath and entry areas. LVP or carpet flooring for living room, hallway, bedrooms, and stairs with 6 lbs pad or better
- Washer and dryer location will be designed with proper drainage, hookup and venting
- Passive sub-basement floor radon system

Exterior Finishes

- 30-year or equivalent dimensional asphalt shingle roof or better
- Shingles over 15# felt/synthetic
- Aluminum soffits, facia, gutters & downspouts
- High duty/quality vinyl siding (.44mm minimum thickness or better; high efficiency vinyl or fiberglass windows
- 2x6 exterior walls 16-inch on center with R21 and plywood sheathing
- R50 blown insulation used in ceilings and attic

Kitchen

- Pre-finished cabinets with laminate or sold surface countertops

Electrical, Wiring, Lighting

- Electrical panel with a minimum of 100-amp capacity

Heating and Water Heating

- Ducted, gas, forced air central heating system with an energy efficiency rating of 90% or higher for heating