THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Christina M. Green, Esq.
SWEET & MAIER, S.C.
114 N. Church Street
Elkhorn, Wisconsin 53121

DOCUMENT#: 1051048
11-18-2021 at 9:47 AM
MICHELE JACOBS
REGISTER OF DEEDS
WALWORTH COUNTY, WISCONSIN
Pages: 38 Fee Amount: $30.00

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION OF COVENANTS FOR VISTAS OF LAKE GENEVA

TABLE OF CONTENTS

ARTICLE ONE DEFINITIONS 2
1.01 ASSOCIATION: 2
1.02 ASSOCIATION MAINTAINED PUBLIC AREA: 2
1.03 BOARD: 2
1.04 BY-LAWS: 2
1.05 CHARGE: 2
1.06 COMMON AREA: 2
1.07 COMMON ASSESSMENT: 2
1.08 COMMON EXPENSES: 2
1.09 COUNTY: 3
1.10 CSM 4248 LOT: 3
1.11 DECLARANT: 3
1.12 DECLARANT'S DEVELOPMENT PLAN: 3
1.13 DECLARATION: 3
1.14 DEVELOPMENT AREA: 3
1.15 FIRST MORTGAGEE: 3
1.16 LOT: 3
1.17 HOME: 3
1.18 MUNICIPALITY: 4
1.19 OWNER: 4
1.20 PERSON: 4
1.21 PHASE ONE: 4

1.22 PHASE TWO: 4
1.23 PLAT: 4
1.24 PLAT – PHASE ONE: 4
1.25 PLAT – PHASE TWO: 4
1.26 PREMISES: 4
1.27 RECORD: 4
1.28 RESIDENT: 4
1.29 SIGN EASEMENT AREA: 4
1.30 STORM WATER AGREEMENT: 4
1.31 TURNOVER DATE: 5
1.32 VOTING MEMBER: 5

ARTICLE TWO SCOPE OF DECLARATION/CERTAIN EASEMENTS 5

2.01 PROPERTY SUBJECT TO DECLARATION: 5
2.02 CONVEYANCES SUBJECT TO DECLARATION: 5
2.03 DURATION: 5
2.04 LOT CONVEYANCE: 5
2.05 ACCESS EASEMENT: 5
2.06 RIGHT OF ENJOYMENT: 6
2.07 DELEGATION OF USE: 6
2.08 UTILITY EASEMENTS: 6
2.09 RULES AND REGULATIONS: 6
2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: 6
2.11 ASSOCIATION'S ACCESS: 7
2.12 NO DEDICATION TO PUBLIC USE: 7
2.13 EASEMENT FOR ENCROACHMENT: 7
2.14 OWNERSHIP OF COMMON AREA: 7
2.15 REAL ESTATE TAXES FOR COMMON AREA: 8
2.16 LEASE OF HOME: 8

ARTICLE THREE INSTALLATION/MAINTENANCE/SERVICES/ALTERATIONS 8

3.01 IN GENERAL: 8
3.02 INSTALLATION AND MAINTENANCE BY ASSOCIATION: 8
3.03 MAINTENANCE BY OWNER: 9
3.04 CERTAIN UTILITY COSTS: 10
3.05 DAMAGE BY RESIDENT: 10
3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON AREA: 10
3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO LOTS: 11
3.08 STORM WATER AGREEMENT: 11

ARTICLE FOUR INSURANCE/CONDEMNATION 11

4.01 ASSOCIATION INSURANCE: 11
4.02 CONDEMNATION: 12

ARTICLE FIVE THE ASSOCIATION 12

5.01 IN GENERAL: 12

5.02 MEMBERSHIP: 12
5.03 VOTING MEMBERS: 12
5.04 BOARD / COMMITTEE MEMBERS: 13
5.05 VOTING RIGHTS: 13
5.06 BOARD LIABILITY: 13
5.07 MANAGING AGENT: 14
5.08 REPRESENTATION: 14
5.09 DISSOLUTION: 14
5.10 LITIGATION: 14

ARTICLE SIX ASSESSMENTS 14

6.01 PURPOSE OF ASSESSMENTS: 14
6.02 ASSESSMENTS: 14
6.03 PAYMENT OF ASSESSMENT: 15
6.04 REVISED ASSESSMENT: 16
6.05 SPECIAL ASSESSMENT: 16
6.06 CAPITAL RESERVE: 16
6.07 INITIAL CAPITAL CONTRIBUTION: 17
6.08 PAYMENT OF ASSESSMENTS: 17

ARTICLE SEVEN COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION 17

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: 17
7.02 COLLECTION OF CHARGES: 17
7.03 NON-PAYMENT OF CHARGES: 17
7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: 18
7.05 SELF-HELP BY BOARD: 18
7.06 OTHER REMEDIES OF THE BOARD: 18
7.07 COSTS AND EXPENSES: 18
7.08 ENFORCEMENT BY OWNERS: 19

ARTICLE EIGHT USE RESTRICTIONS 19

8.01 RESIDENTIAL USE: 19
8.02 OBSTRUCTIONS AND REFUSE: 19
8.03 PETS: 19
8.04 PROSCRIBED ACTIVITIES / NUISANCE: 19
8.05 PROHIBITED USES AND STRUCTURES: 20
8.06 PARKING / VEHICLES: 20
8.07 PLANTS: 20
8.08 ANTENNA/SATELLITE DISHES: 20
8.09 GARAGE DOORS: 20
8.10 COMPLIANCE WITH U.S. POSTAL SERVICE REGULATIONS: 21
8.11 LANDSCAPING: 21
8.12 VIOLATIONS OF RULES AND REGULATIONS: 21
8.13 FENCES: 21
8.14 PROHIBITIONS IN YARDS: 21
8.15 POOLS AND HOT TUBS: 21

8.16 WATERING: 21
8.17 SOLAR ENERGY SYSTEM: 21
8.18 SIGNS: 21

ARTICLE NINE DECLARANT'S RESERVED RIGHTS AND SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD 22

9.01 IN GENERAL: 22
9.02 PROMOTION OF PROJECT: 22
9.03 CONSTRUCTION ON DEVELOPMENT AREA: 22
9.04 GRANT OF EASEMENTS AND DEDICATIONS: 23
9.05 DECLARANT CONTROL OF ASSOCIATION: 23
9.06 OTHER RIGHTS: 23
9.07 ASSIGNMENT BY DECLARANT: 23
9.08 MATTERS AFFECTING COMMON AREA: 23
9.09 ARCHITECTURAL CONTROLS 23

ARTICLE TEN AMENDMENT 24

10.01 SPECIAL AMENDMENTS: 24
10.02 AMENDMENT: 24

ARTICLE ELEVEN FIRST MORTGAGEES RIGHTS 25

11.01 NOTICE TO FIRST MORTGAGEES: 25
11.02 CONSENT OF FIRST MORTGAGEES: 25
11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: 26

ARTICLE TWELVE ANNEXING/REMOVING PROPERTY 26

12.01 IN GENERAL: 26
12.02 POWER TO AMEND: 27
12.03 EFFECT OF SUPPLEMENTAL DECLARATION: 27
12.04 SUPPLEMENTAL DECLARATION TO REMOVE REAL ESTATE: 28

ARTICLE THIRTEEN MISCELLANEOUS 28

13.01 NOTICES: 28
13.02 CAPTIONS: 29
13.03 SEVERABILITY AND CONSTRUCTION: 29
13.04 PERPETUITIES AND OTHER INVALIDITY: 29
13.05 TITLE HOLDING LAND TRUST: 29
13.06 WAIVER OF IMPLIED WARRANTIES OF PERFORMANCE IN A WORKMANLIKE MANNER, REASONABLE ADEQUACY FOR INTENDED USE AND OCCUPANCY, AND OTHER WARRANTIES: 29

DECLARATION OF COVENANTS FOR VISTAS OF LAKE GENEVA

This Declaration is made by OMEGA HOMES-VISTAS, L.L.C., a Wisconsin limited liability company ("Declarant").

RECITALS

Declarant is the record title holder of the Development Area which is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a single-family development called "Vistas of Lake Geneva" (the "Development").

Vistas of Lake Geneva will be developed in phases as single-family detached homes. The Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve.

The general purpose of this Declaration is to ensure the most appropriate development and improvement of the Premises; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to protect the investment made by Owners; to protect against improper uses; and to encourage and secure the construction of attractive residential structures thereon.

Certain portions of the Premises are designated as Lots and other portions are designated as Common Area or as Association Maintained Public Area. The Declarant has formed (or will form) the Association as a nonstock, nonprofit corporation under Wisconsin Statutes Chapter 181 - Nonstock Corporations. The Association shall have the responsibility for administering and maintaining the Common Area and any other property maintained by the Association and shall set budgets and fix assessments to pay the expenses incurred in connection with such responsibility. Each Owner of a Lot shall be a member of the Association and shall be responsible for paying assessments with respect to the Lot owned by such Owner. It is not intended that the Association shall be a "master association" as defined in Section 703.155 of the Condominium Ownership Act.

As of the Recording of this Declaration, the Declarant's Development Plan provides for the construction of 58 homes in multiple phases, and certain common area lots, all as shown on the Plat, as maybe added or amended from time to time. **Access to the Development and individual Lots is provided by both public streets and private roads as provided in Section 2.05 and utility service is provided through various streets and easements as provided in Section 2.08. The Association, not the Municipality, will be responsible for maintenance of the private roads, two private cul-de-sacs known as Outlot 5 (Sierra Court) and Outlot 6 (Vista Court) as shown on the Plat, and the utilities thereon as provided in Section 3.02 and the Municipality will maintain the public roads which serve the Development.**

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association, and to appoint all members

of the Board, as more fully described in Article Nine and in the By-Laws, the right to come upon the Premises in connection with Declarant's efforts to sell Lots and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

Article One
DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: The Vistas of Lake Geneva Homeowners' Association, Inc., a Wisconsin nonstock, nonprofit corporation, its successors and assigns.

1.02 ASSOCIATION MAINTAINED PUBLIC AREA: To the extent not maintained by the Municipality, those retaining walls located in the dedicated rights of way, or other areas owned or controlled by the Municipality which serve the Development as further described on Exhibit B.

1.03 BOARD: The board of directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Five and the By-Laws.

1.04 BY-LAWS: The By-Laws of the Association.

1.05 CHARGE: The Common Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.06 COMMON AREA: Those portions of the Premises which are designated in Part II of Exhibit B, as Exhibit B may be amended from time to time, as Common Area together with all improvements located above and below the ground and rights appurtenant thereto. The Common Area will generally consist of and include detention areas, the private roads which serve the Premises and open space and improvements located thereon.

1.07 COMMON ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Common Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.08 COMMON EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping and other improvements (including any monument signage) on the Common Area, or the Association Maintained Public Area, or as otherwise provided in this Declaration; the cost of insurance for the Common Area; the cost of general and special real estate taxes and assessments levied or assessed against the Common Area owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Common Area or the Association Maintained Public

Area; if not separately metered or charged to the Owners, the cost of necessary utility services to the Premises; costs, expenses, fees or charges payable to the Municipality pursuant to this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners. Notwithstanding the foregoing, Common Expenses shall not include any payments made out of Capital Reserves.

1.09 COUNTY: Walworth County, Wisconsin, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in a County as of the Recording of this Declaration.

1.10 CSM 4248 LOT: The buildable portion of the following described parcel of land:

Being a parcel of land located in Lot 1, CSM No. 4248 in the SW ¼ of the NE ¼ of the SE ¼ of Section 26, Town 2 North, Range 17 East, City of Lake Geneva, Walworth County, Wisconsin. Described as follows:

All of Lot of Lot 1, CSM No. 4248, as recorded in Volume 27, page 119 of Certified Survey Maps, as Document No. 770410, in the Walworth County Courthouse, excepting the South 121 feet.

1.11 DECLARANT: OMEGA HOMES-VISTAS, L.L.C., a Wisconsin limited liability company, its successors and assigns.

1.12 DECLARANT'S DEVELOPMENT PLAN: Declarant's current plan for the Development. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time or from time to time without notice.

1.13 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.14 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.15 FIRST MORTGAGEE: The holder of a bona fide first mortgage or equivalent security interest covering a Lot.

1.16 LOT: The CSM 4248 Lot or a subdivided lot which is designated in Exhibit B as a "Lot" and upon which a Home is or will be constructed.

1.17 HOME: That portion of a Lot which is improved with a single-family home, including any steps or decks which serve the Home.

1.18 MUNICIPALITY: The City of Lake Geneva, Wisconsin or its successors or assigns, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.19 OWNER: An owner of Record, whether one or more persons, of fee simple title to a Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Lot owned by the Declarant.

1.20 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.21 PHASE ONE: That portion of the Development Area described in Exhibit A as "Phase One".

1.22 PHASE TWO: That portion of the Development Area described on Exhibit A as "Phase Two". The Phase Two property may be later divided into additional phases.

1.23 PLAT: The Plat – Phase One and/or the Plat – Phase Two.

1.24 PLAT – PHASE ONE: That certain (a) Final Plat of Subdivision for Vistas of Lake Geneva, Recorded in the Office of the Register of Deeds of Walworth County, Wisconsin, on November 18, 2021 as Document No. 1051045, and (b).

1.25 PLAT – PHASE TWO: Each and any subsequent Recorded final plat of subdivision or resubdivision affecting a portion of the Premises to be Recorded in Walworth County, Wisconsin, and any revisions, corrections or resubdivisions thereof, which affects the Phase Two property.

1.26 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article Twelve.

1.27 RECORD: To record in the office of the Register of Deeds for the County.

1.28 RESIDENT: An individual who legally resides in a Home on a Lot.

1.29 SIGN EASEMENT AREA: Those certain sign easement areas which are located on Lots 1 and 16 as shown on the Plat.

1.30 STORM WATER AGREEMENT: That certain Stormwater Management Practice Maintenance Agreement by and between the Declarant and the Municipality Recorded or to be Recorded in the Office of the Register of Deeds of Walworth County, Wisconsin, which affects the Common Area.

1.31 TURNOVER DATE: The date on which the right of the Declarant to manage the affairs of the Association and perform such other actions as provided herein is terminated under Section 9.05.

1.32 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

Article Two
SCOPE OF DECLARATION/CERTAIN EASEMENTS

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall subject to this Declaration as Added Premises any remaining portion of the Development Area within thirty (30) days of the Recording of a final plat of subdivision for such land as provided in Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein, the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.

2.04 LOT CONVEYANCE: Once a Lot has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Lot shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each Owner of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to a public way, over and across the service walks and private roads, including without limitation Outlot 3 (open space), Outlot 5 (Sierra Court) and Outlot 6 (Vista Court), located on the Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over and across the Common Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises, including, without limitation, those services as required in the Storm Water Agreement. The Association, its employees and agents, shall have the right of ingress to, egress from, and access over the Common Area and the Association Maintained Public Area, and the right to store equipment on the Common

Area, for the purpose of furnishing any maintenance, repairs or replacements as required or permitted to be furnished by the Association hereunder. Only the public roads (LaSalle Street, Monte Vista Drive and Forest View Court) which serve the Premises shall be maintained by the Municipality.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Common Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Board.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Common Area to Residents of the Owner's Lot. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Home who are Residents.

2.08 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Area for the purpose of providing utility services to the Premises or any other portion of the Development Area. In addition, each Owner of a Lot shall have a perpetual easement for the continued existence and use of water, sewer, electric, gas or other utility lines, and/or components of other systems which were originally installed by the Declarant or a utility company and which serve the Owner's Lot, which utility lines or wiring may be located in other portion of the Premises, including, without limitation, under or through another Lot. The utility services in the private roads on the Common Area shall be administered by the Association, not the Municipality.

2.09 RULES AND REGULATIONS: The use and enjoyment of the Premises shall at all times be subject to reasonable rules and regulations duly adopted by the Board from time to time.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Common Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Common Area shall be used to pay the Common Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads, parking areas or other vacant areas located on the Common Area to the Municipality or other governmental authority which has jurisdiction over the Common Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to dedicate portions of the Common Area or to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power

granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.11 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Sections 2.05 and 2.08, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

2.13 EASEMENT FOR ENCROACHMENT: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Lot which is improved with a Home, any improvement which is intended to service and/or be part of the Lot shall encroach upon any part of any other Lot or upon the Common Area, or any improvement to the Common Area shall encroach upon any part of a Lot which is improved with a Home, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Lot which is improved with a Home shall have an easement appurtenant to his Lot for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Lot or the Common Area:

(a) the eaves, gutters, downspouts, storm sewer pipes, facia, flashings, and like appendages which serve the Home on the Lot;

(b) the chimney which serves the Home on the Lot;

(c) the air conditioning equipment which serves the Home on the Lot; or

(d) balconies, steps, porches, door entries and patios which serve the Home on the Lot.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

2.14 OWNERSHIP OF COMMON AREA: The Common Area shall be conveyed to the Association free of mortgages no later than the Turnover Date; however any such area which is made subject to this Declaration after the Turnover Date shall be conveyed to the Association free of mortgages no later than ninety (90) days after such area is made subject to this Declaration.

2.15 REAL ESTATE TAXES FOR COMMON AREA: If a tax bill is issued with respect to Common Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill. The same proration shall apply to any outstanding special assessments as well.

2.16 LEASE OF HOME: Any Owner shall have the right to lease all (but not less than all) of his Home on a Lot subject to the following provisions:

(a) Unless the Board has provided prior, written approval (which it may do so at its reasonable discretion), no Home shall be leased for less than six (6) months or for hotel or transient purposes;

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration; and

(c) Each Owner who leases his Lot shall be required to furnish the Association with a copy of the lease and shall promptly notify the Association of any change in status of the lease. The Association shall maintain a record of such information with respect to all leased Homes.

Article Three
INSTALLATION/MAINTENANCE/SERVICES/ALTERATIONS

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 INSTALLATION AND MAINTENANCE BY ASSOCIATION:

(a) The following shall be furnished by the Association as a Common Expense:

(i) Grass cutting and added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Common Area and the Sign Easement Areas; however, at the Board's request the watering of certain landscaping on the Common Area may be furnished by the Owners and/or Residents pursuant to rules, regulations and procedures adopted from time to time by the Board where a common sprinkler system is not installed or in accordance with Sections 3.04 or 8.16;

(ii) Installation, maintenance, repair and replacements of improvements located on the Common Area or the Sign Easement Areas, including without limitation, monument signs, sprinkler systems, and any utilities serving these improvements;

(iii) Maintenance, repair and replacement of retaining walls located on (x) the Common Area, (y) the Association Maintained Public Area to the extent not maintained by the Municipality and (z) Lots 16, 17, 26, 27, 39, 40, and 41 which were originally constructed by the Developer;

(iv) The cost of utilities supplied to the ornamental street lighting at the entrances to the Development, and, if not otherwise maintained by the Municipality, the installation, maintenance, repair and replacements of such ornamental street lighting and the walking paths and trails located on the Common Area;

(v) To the extent not maintained by a utility company, installation, maintenance, repair and replacement of the storm, sanitary, water, electric, gas, other utility lines and components of other systems which are located on the Common Area;

(vi) Installation, maintenance, repair and replacement of detention and storm water management areas located on the Common Area;

(vii) Installation, maintenance, repair and replacement of the cul-de-sacs, private roads, curbs, sidewalks, walking paths and other improvements located on the Common Area;

(viii) Maintenance, repair and replacement of the wooded open space located on the Common Area;

(ix) Installation, maintenance, repair and replacement of the storm water management system as required by the "Responsible Party" pursuant to the Storm Water Agreement; and

(x) Installation, maintenance, repair and replacements of cluster mailboxes located in the Development, as needed, as provided in Section 8.10.

3.03 MAINTENANCE BY OWNER:

(a) Except as otherwise specifically provided for in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of his Lot and Home.

(b) Each Owner of a Lot shall cause the Home and other improvements constructed thereon to be maintained so that the appearance of the Home and other improvements are substantially similar to its appearance when first constructed or as modified as permitted pursuant to Section 3.07, ordinary unavoidable wear and tear excepted.

(c) Each Owner shall be responsible for key replacements and the locking mechanisms on individual mail compartments located in the cluster mailboxes.

(d) If, in the judgment of the Board, an Owner fails to maintain the Owner's Home in good condition and repair or the appearance is not of the quality of that of other Homes in the Development or in compliance with this Declaration or any rules and regulations adopted by the Board, then the Board may, in its or their discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Board, in its or their sole judgment, then the Board may seek injunctive relief without any requirement to post a bond or other security, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

(e) Repairs and replacements which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.01 shall be made as provided in Section 4.02.

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the Association. Without limiting the foregoing, the Association shall have the right to use water from taps or spigots which may be located on a Home for the purpose of watering landscaping on the Common Area. If the cost for any such utility is metered and charged to individual Lots rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner is being charged disproportionately for costs allocable to the Common Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Board is properly allocable to the Common Area, and the amount thereof shall be Common Expenses.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of an Owner, damage shall be caused to the Common Area or the Association Maintained Public Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Common Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Association.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON AREA:

(a) Subject to the provisions of Article Nine, (i) No alterations, additions or improvements shall be made to the Common Area and (ii) no modifications shall be made to the Association Maintained Public Area without the prior approval of the Board and in compliance with applicable ordinances of the Municipality.

(b) The Association may cause alterations, additions or improvements to be made to the Common Area or may cause modifications to be made to the Association Maintained Public Area and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05.

(c) If the Association shall alter, in any way, landscaping which was installed by the Declarant on the Common Area in accordance with plans approved by the Municipality, and if the Municipality requires that the altered area be returned to its original state, then the Association shall be responsible for restoring the altered area in accordance with the plans approved by the Municipality and the cost thereof shall be a Common Expense.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO LOTS: Subject to the provisions of Section 9.08, no additions, alterations or improvements shall be made to any Lot, or any part of the Home which is visible from outside the Home, without the prior written consent of the Board, and until the Declarant no longer owns or controls title to any portion of the Development Area, the prior written consent of the Declarant. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Lot or any part of the Home thereon by an Owner without the prior written consent of the Board or Declarant, or both, as applicable, then (i) the Board may, in its discretion, take any of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Home to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.08 STORM WATER AGREEMENT: If the terms of this Declaration and the Storm Water Agreement conflict, the terms of the Storm Water Agreement shall control.

Article Four
INSURANCE/CONDEMNATION

4.01 ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Common Area and any other property maintained by the Association. The Board may, in its

sole discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the Board from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(b) Fidelity bonds indemnifying the Association, its directors and officers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Board may deem desirable.

(c) The premiums for any insurance obtained under this Section with respect to the Common Area shall be Common Expenses.

4.02 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Common Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Capital Reserve being held for such part of the Common Area, shall, in the discretion of the Board, either (i) be applied to pay the Common Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares for each Lot, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Common Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Common Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

Article Five
THE ASSOCIATION

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. The Association shall be the governing body for all of the Owners for the administration, operation and maintenance, repair and replacement of the Common Area, the Association Maintained Public Area, and any such other portions of the Premises or other real estate, as provided herein.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. Each Owner of a Lot (other than Declarant) shall be a "Class A Member"; and the Declarant shall be a "Class B Member" with respect to its ownership of Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or

other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

5.04 BOARD / COMMITTEE MEMBERS: Subject to the rights retained by the Declarant under Section 9.05, the Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members, and each Voting Member who represents a Class A Membership shall have one (1) vote for each Lot which the Voting Member represents, and the Declarant, as the Class B Member, shall have three (3) votes for each Lot which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority of the votes of the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws. Notwithstanding the foregoing, no vote shall be exercised in relation to any Lot on which a lien for delinquent Charges remains, and no Owner of any such Lot shall be considered a Voting Member for purposes hereof during the period of such delinquency.

5.06 BOARD LIABILITY: Neither the directors nor the officers or the committee members of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, recklessness or actual fraud. The Association shall indemnify and hold harmless the Declarant and each of the directors and officers, the committee members and officers, his heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Association or others arising out of contracts made by or other acts of the directors ,officers and committee members on behalf of the Owners or the Association or arising out of their status as directors, officers or committee members unless any such contract or act shall have been made criminally, fraudulently or recklessly. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director, officer or committee member may be involved by virtue of such person being or having been such director, officer or committee member; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, recklessness or actual fraud in the performance of his duties as such director, officer or committee member, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, recklessness or actual fraud in the performance of his duties as such director, officer or committee member.

5.07 MANAGING AGENT: The Declarant (or an entity controlled by the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee with ninety (90) days' written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Common Area. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Common Area and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Common Area owned by the Association shall be conveyed to the Owners of Lots as tenants in common. The Association shall not voluntarily dissolve without the prior written consent of the Municipality.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least eighty percent (80%) of the Lots to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

Article Six
ASSESSMENTS

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Common Expense, and accumulating reserves for any such expenses.

6.02 ASSESSMENTS: Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing capital year, which shall show the following with reasonable explanations and itemizations:

(a) The estimated Common Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Common Expenses;

(c) The estimated net available cash receipts, if any, from sources other than Common Assessments, if any;

(d) The amount of the "Common Assessment" payable by the Owners of Lots, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above, minus the amount determined in (c) above;

(e) That portion of the Common Assessment which shall be payable by the Owner of each Lot quarterly until the next Common Assessment or revised Common Assessment becomes effective, which quarterly amount shall be equal to the Common Assessment, divided by the number of Lots, divided by 4, so that each Owner shall pay equal Common Assessments for each Lot owned.

Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's Development Plan and (ii) all proposed Lots have been sold and are occupied. The Declarant's Development Plan shall be kept on file with the Association and may be modified from time to time by Declarant. Prior to the Turnover Date, each Owner (other than the Declarant) shall pay as the Owner's quarterly share of the Common Assessment an amount equal to the budgeted Common Expenses as shown on the Stabilized Budget divided by the number of planned Lots as shown on the Declarant's Development Plan, divided by 4 so that each Owner (other than Declarant) will pay, with respect to each Lot owned by the Owner, a quarterly Common Assessment equal to what the Owner would be paying if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Lots have been built and are occupied, However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of any of the Common Assessments billed to Owners (regardless of whether paid by Owners), plus working capital contributions under Section 6.07 payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Common Expenses actually incurred with respect to such period, then the Declarant shall pay such difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and on the first day of each quarter thereafter until the effective date of the next annual or revised Common Assessments, each Owner of a Lot which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Common Assessments, if any, which is payable by each Owner of a Lot under Section 6.02. For purposes hereof, a Lot shall be subject to assessment only from and after a temporary, conditional or permanent certificate of occupancy has been issued by the Municipality with respect to the Home.

6.04 REVISED ASSESSMENT: If the Common Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessments payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Common Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Lots in equal shares. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Lots against which the proposed special assessment shall be levied may vote on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain special reserve accounts (the "Capital Reserve") to be used solely for making capital expenditures in connection with the repair and replacement of the following "Reserve Items": Improvements located on the Common Area and any other property maintained by the Association. The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Reserve Items and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Reserve Items and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Common Assessments provided for in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Reserve Items shall be held by the Association as agent and trustee for the Owners of Lots with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Board appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Directors and officers elected by the Owners after the Turnover Date may use different approaches from those used by Board appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Reserve Items. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special

assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Common Assessments, separate assessments or special assessments. The final accounting and settlement calculation between the Declarant and the Association (provided for in Section 6.02 above) shall not include any amounts allocated to, or deposited in, the Capital Reserve.

6.07 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the first sale of a Lot by the Declarant to a purchaser for value, the purchasing Owner shall (i) make a capital contribution to the Association in an amount equal to one (1) quarterly payment of the then current Common Assessment, which amount shall be held and used by the Association for its working capital needs, and (ii) pay to the Association in an amount equal to one (1) quarterly payment of the then current Common Assessment, which amount shall be added to the Capital Reserve to be used for capital expenditures in connection with the repair and replacement of the Common Area.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

Article Seven
COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot, as applicable. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. After sixty (60) days, the Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. Any foreclosure action may be brought at the Association's election either (x) in the same manner as an action to foreclose a real estate mortgage or (y) as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Said election between (x) and (y) above shall be made by the Board on a case by

case basis. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. The initial late fee shall be fifty dollars ($50.00) per thirty (30) day period each quarterly payment is delinquent. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Common Area or by abandonment or transfer of his Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a judgment of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Common Assessment, or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity, without any requirement to post a bond or other security, in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Lot to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity, without any requirement to post a bond or other security, by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

Article Eight
USE RESTRICTIONS

8.01 RESIDENTIAL USE: Each Lot and Home thereon shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Home or any portion thereof, nor shall any Resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an in-home business not prohibited by applicable laws, ordinances or regulations. Any lease affecting a Lot is subject to these provisions and the terms of this Declaration, including without limitation Section 2.16.

8.02 OBSTRUCTIONS AND REFUSE: Except as permitted under Article Nine, there shall be no obstruction of the Common Area. No Owner shall store any items or materials in the Common Area without the prior written consent of the Board. The Common Area and Lots shall be kept free and clear of all rubbish, debris and other unsightly materials and conditions and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Homes and streets. Garbage may not be burned on a Lot. Unless otherwise provided in rules and regulations adopted by the Board or by Municipal Ordinance, all garbage shall be stored in garages and placed curbside no earlier than 7:00 p.m. on the day before collection and the empty receptacles shall be removed from curbside and returned to the Homes no later than 7:00 p.m. on the day of collection.

8.03 PETS: No animal of any kind shall be raised, bred, or kept on the Common Area. The Board may from time to time adopt rules and regulations governing (a) the keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) the use of the Common Area by pets. Any pet causing or creating a nuisance or unreasonable disturbance to an Owner shall be permanently removed from the Premises by the pet's owner upon three (3) days written notice from the Board to the Owner of the Home containing such pet and the decision of the Board shall be final. No pet shall be permitted on the Common Area unless it is leashed. The owner of a pet shall be responsible for the immediate removal of pet waste from the Common Area.

8.04 PROSCRIBED ACTIVITIES / NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Home.

8.05 PROHIBITED USES AND STRUCTURES: Unless permitted by the Board, no clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Premises. Unless first approved in writing by the Board, no single-story Home shall be constructed on any Lot unless the Home contains at least one thousand twelve hundred (1,200) square feet of living space, and no two-story home shall be constructed on any Lot unless the Home contains at least one thousand six hundred (1,600) square feet of living space.

8.06 PARKING / VEHICLES:

(a) Parking areas and driveways shall be used for parking operable and licensed passenger motor vehicles only and no part of any Lot shall be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats except within the confines of a garage. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. Passenger motor vehicles in non-operative condition shall not be parked, except in garages. No golf carts or other motorized recreation vehicles shall be operated on the Premises, except as operated by the Declarant.

(b) Without limiting the foregoing paragraph, Residents shall not be permitted to store or park any vehicle (which has "C" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicle, boat, trailer or other similar vehicle on any portion of the Premises, other than within a garage which is part of a Home. In no event can any portion of a vehicle which is permitted to be parked on the Premises hereunder (including any ladder or other equipment attached thereto) block or overhang any portion of a sidewalk located on the Premises.

(c) Parking shall not be permitted in the cul-de-sacs areas on the private roads.

8.07 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.08 ANTENNA/SATELLITE DISHES: Subject to the provisions of Section 3.07 and applicable federal, state or local laws, ordinances or regulations, towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite or other signals shall not be installed or mounted on the outside of any Home. The foregoing, however, does not prohibit direct broadcast satellite receiving discs or dishes no larger than eighteen inches (18") in diameter provided that such over-the air reception devices are installed or mounted in compliance with rules and regulation adopted by the Board from time to time pertaining to the location, screening and manner of installation of such devices and provided that such rules and regulations do not cause unreasonable cost or delay and do not preclude reception of an acceptable quality signal. The purpose, herein, is to be courteous to the surrounding Owners. Under no circumstances shall free standing transmission or receiving towers which support satellite discs or dishes larger than one (1) meter in diameter or non-standard television antennae be permitted within the Development Area.

8.09 GARAGE DOORS: Garage doors shall be kept closed at all times, except when Residents or vehicles are entering or exiting the garage or when the garage is being cleaned.

8.10 COMPLIANCE WITH U.S. POSTAL SERVICE REGULATIONS: All mailboxes located in any right-of-way shall be in compliance with U.S. Postal Service Regulations and must be approved by the Municipality. The maintenance, repair and replacement of the cluster mailboxes (but excluding key replacements or the locking mechanisms of any individual mail compartment, which shall be the responsibility of each Owner) shall be provided by the Association and the cost thereof shall be a Common Expense.

8.11 LANDSCAPING: Except as permitted under Article Three, there shall be no changes to landscaping on any portion of the Premises without the prior, written approval of the Board.

8.12 VIOLATIONS OF RULES AND REGULATIONS:The Board may levy a reasonable fine upon an Owner for a violation of a rule or regulation, in accordance with the procedures set forth in Section 7.06.

8.13 FENCES: No fencing shall be installed on a Lot, unless specifically approved in writing by the Board. All fences installed on any Lot shall be done in conformance with any standards or regulations adopted by the Board from time to time. This provision shall not apply to fences installed by the Declarant.

8.14 PROHIBITIONS IN YARDS: Playgrounds, swing sets, outside storage, and inoperable vehicles are prohibited anywhere on the Lots unless approved in writing by the Board and, if applicable, by the Municipality.

8.15 POOLS AND HOT TUBS: No above-ground swimming pools shall be installed on any Lot, and no other swimming pools or hot tubs shall be installed on any Lot within the Premises unless approved in writing by the Board. Installation of outdoor hot tubs shall be subject to the review and approval of the Board to ensure that they are screened from view from public streets or neighboring Lots through installation of appropriate and sufficient landscaping. Hot tubs shall be located in the rear yard immediately behind the Home. If applicable, a building permit or other approval for any swimming pool or hot tub must be procured from the Municipality prior to installation.

8.16 WATERING: The Board may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Common Area. Without limiting the foregoing, the Board may require the Owner of a particular Lot to be responsible for watering specific portions of the Premises as designated from time to time by the Board. Owners shall be reimbursed as provided in Section 3.04 hereof.

8.17 SOLAR ENERGY SYSTEM: Any and all devices employed to convert sunlight to electricity must be approved in writing by the Board and either totally screened from view or completely integrated into the residence design. Solar shingles or other reflective devices producing a glare that is visible from the street or from adjacent lots will not be permitted.

8.18 SIGNS: Except as provided in Article Nine, no "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be erected, maintained or permitted on the Premises unless permitted pursuant to reasonable rules or regulations adopted by the Board from time to time. Without limiting the foregoing, no more than

one (1) sign (not to exceed 2 feet by 2 feet in size) may be placed in a window, subject to the reasonable rules and regulations of the Board.

Article Nine
DECLARANT'S RESERVED RIGHTS AND SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights reserved to the Declarant in this Article shall terminate at such time as the Declarant is no longer vested with or in control of title to any portion of the Development Area ("Declarant Rights Period").

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Lots on the Premises or at other properties in the general vicinity of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association or any Owner. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Common Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any Home owned by it to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON DEVELOPMENT AREA: In connection with the construction of improvements to any part of the Development Area, the Declarant, its agents and contractors, shall have the right and an easement, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Development Area including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Homes on Lots or to the Common Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Development Area. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Development Area and the right to store dirt, construction equipment and materials on the Development Area without the payment of any fee or charge whatsoever. The rights of the Declarant under this Section 9.03 shall terminate one (1) year from time as the Declarant is no longer vested with or in control of title to any portion of the Development Area.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Common Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Common Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Lot.

9.05 DECLARANT CONTROL OF ASSOCIATION: The first Board shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. Declarant's rights under this Section to designate the members of the Board shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, or (iii) twenty (20) years from the date of Recording hereof. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 MATTERS AFFECTING COMMON AREA: During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the Common Area (an "Outlot") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on a portion of an Outlot without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's plan for the development, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01(vii) to withdraw and remove any portion of an Outlot from the Premises, and (ii) require the Association to convey the portion of the Outlot so withdrawn and removed from the Premises to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

9.09 ARCHITECTURAL CONTROLS: Prior to such time as the Declarant no longer holds or controls title to any portion of the Premises, no additions, alterations or improvements (including, without limitation, changes in the exterior color or materials of a Home, or construction

or installation of a deck, patio, antennae, satellite dish or similar changes) shall be made to the exterior of any Home or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval hereunder is made to a Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement, without any requirement to post a bond or other security. Declarant's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

Article Ten
AMENDMENT

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, or (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, (vii) to amend Exhibit B to withdraw and remove all, or any portion, of an Outlot (as defined in Section 9.08 above) from the terms of the Declaration so that the portion or portions so withdrawn and removed shall no longer be part of the Premises hereunder, and/or (viii) to amend Exhibit B to withdraw from the terms of the Declaration so that the Lot(s) so withdrawn and removed shall no longer be part of the Premises hereunder but only so long as such Lot(s) does not have a Home constructed thereon. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate five (5) years from such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the total votes; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, and (ii) Article Nine, Article Twelve or any other provisions relating to the rights of Declarant may be amended only

with the written consent of the Declarant. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly Recorded.

Article Eleven
FIRST MORTGAGEES RIGHTS

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area or the Lot subject to the First Mortgagee's mortgage;

(f) The right to examine the books and records of the Association at any reasonable times; and

(g) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) which are subject to first mortgages held by First

Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Common Assessments, or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by the By-Laws which specifically grants rights to First Mortgagees, or (iv) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot; or

(2) The withdrawal of the Premises from the provisions of this Declaration.

However, in no event shall the consent of Eligible First Mortgagees be required with respect to any action taken by Declarant pursuant to Article Twelve.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Common Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Common Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Common Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

Article Twelve
ANNEXING/REMOVING PROPERTY

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to twenty (20) years from the date of Recording of this Declaration to (i) annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises or (ii) remove certain portions of the Development Area from the Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Notwithstanding the foregoing, the Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration.

Any portion of the Development Area which is made subject to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Common Area shall be referred to as "Added Common Area"; any Lots contained in the Added Premises shall be referred to as "Added Lots"; and any Association Maintained Public Areas contained in the Added Premises shall be referred to as "Added

Association Maintained Public Areas". Any portion of the Development Area which is removed from the terms of this Declaration by a Supplemental Declaration shall be referred to herein as "Removed Real Estate." The Removed Real Estate may only include (i) a Lot planned to be improved with a Home (as shown on the Declarant's Development Plan), provided that no portion of such Lot is Subject to Assessment hereunder, and (ii) portions of the Common Area, if any, which, in Declarant's sole and absolute determination, serve the Lots being removed.

After the expiration of said twenty (20) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration or remove portions of the Development Area from the Premises, provided that the consent of the Owners (by number) of two-thirds (2/3) of all Lots then subject to this Declaration is first obtained. If any portion of the Added Premises or Removed Real Estate, as the case may be, is owned by an Owner other than the Declarant, then such Owner shall join in the Supplemental Declaration for the purpose of making the Added Premises owned by it subject to this Declaration or removing the portion of the Removed Real Estate owned by it from the terms of this Declaration, as applicable.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to (i) either add portions of the Development Area to Exhibit B or (ii) remove from the Premises real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Common Area, or Added Association Maintained Public Area to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Each Added Lot shall be a Lot hereunder and every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) The provisions of Article Three shall be revised to add any new obligations or responsibilities of the Association or Lot Owners with regards to the maintenance, repair or

replacement of the Added Lots, Added Common Area or the Added Association Maintained Public Areas, if any;

(d) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Common Area, or Added Association Maintained Public Area, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(e) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;

(f) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(g) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Common Assessment pursuant to Section 6.02 or Section 6.07, as applicable, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

12.04 SUPPLEMENTAL DECLARATION TO REMOVE REAL ESTATE: Upon the Recording of a Supplemental Declaration by Declarant which removes Removed Real Estate from the terms of this Declaration, as provided in this Article, then:

(a) Except as specifically provided in the Supplemental Declaration, none of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall apply to or affect any portion of the Removed Real Estate;

(b) The owner or owners from time to time of any portion of the Removed Real Estate shall not be members of the Association;

(c) The Supplemental Declaration may grant or reserve easements or covenants with respect to a portion of all of the Removed Real Estate or may impose upon a portion or all of the Removed Real Estate, the obligation to share in certain costs incurred by the Association which benefit such portion or all of the Removed Real Estate, as determined by the Declarant in its sole and absolute judgment; and

(d) The provisions of Section 9.08 shall apply to any Common Area Lot or portion thereof which is part of the Removed Real Estate.

Article Thirteen
MISCELLANEOUS

13.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage

prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

13.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

13.03 SEVERABILITY AND CONSTRUCTION: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect. Whenever required by the context, references in this Declaration to the singular shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

13.05 TITLE HOLDING LAND TRUST: In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

13.06 WAIVER OF IMPLIED WARRANTIES OF PERFORMANCE IN A WORKMANLIKE MANNER, REASONABLE ADEQUACY FOR INTENDED USE AND OCCUPANCY, AND OTHER WARRANTIES: Wisconsin Statutes Chapter 706, Section 706.10(7) ("Statute") specifies that every contract for the construction or rehabilitation of a home in Wisconsin carries with it a warranty that when completed, such improvements shall have been performed in a workmanlike manner and shall be reasonably adequate to equip the premises for use and occupancy as a home. The Statute also stipulates that the "Implied Warranty of Performance in a Workmanlike Manner" and that the "Implied Warranty for Reasonable Adequacy for an Intended Use and Occupancy" (together, "Implied Warranties") do not have to be in writing

to be a part of the contract. These Implied Warranties cover not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but they also cover any defect in workmanship which may not easily be seen by the buyer. However, the Statute states that the seller-builder and buyer may agree in writing that these Implied Warranties are not included as a part of their particular contract. By taking title to any Lot, each buyer of a Home from Declarant hereby agrees that the Declarant has excluded and disclaimed the Implied Warranties and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Performance in a Workmanlike Manner, the Implied Warranty of Reasonable Adequacy for an Intended Use and Occupancy or any other implied warranty.

[Signature page follows]

Dated: November 16, 2021

DECLARANT:

OMEGA HOMES-VISTAS, L.L.C.., a Wisconsin limited liability company

By: John J. Giampoli
Name: John J. Giampoli
Title: President

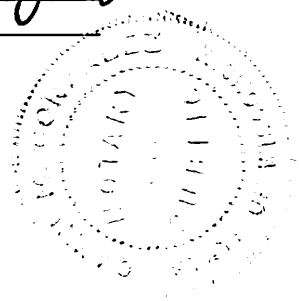
by Charles W. Pollard
attorney-in-fact

STATE OF WISCONSIN)
) SS.
COUNTY OF WALWORTH)

I, the undersigned, a Notary Public in and for Walworth County, in the State of Wisconsin, DO HEREBY CERTIFY that John J. Giampoli, the President of OMEGA HOMES-VISTAS, L.L.C., a Wisconsin limited liability company, (the "Company") personally known to me or properly identified to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of the Company for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of November, 2021.

Notary Public: Dawn M. Gonzalez
Commission expires: 2/28/24



SIGNATURE PAGE TO
DECLARATION OF COVENANTS FOR VISTAS OF LAKE GENEVA

EXHIBIT A TO
DECLARATION OF COVENANTS FOR VISTAS OF LAKE GENEVA

The Development Area

Phase One:

All Lots and Outlots in the Final Plat of Subdivision for Vistas of Lake Geneva a subdivision of Lot 1 of CSM#4247, in part of the Northwest ¼ and the Southwest ¼ of the Southeast ¼ and the Northeast ¼ and the Southeast ¼ of the Southwest ¼ of Section 26, Town 2 North, Range 17 East, City of Lake Geneva, Recorded in the Office of the Register of Deeds of Walworth County, Wisconsin. ("Vistas of Lake Geneva Subdivision").

A part of Tax Key: ZA424700001

And

Being a parcel of land located in Lot 1, CSM No. 4248 in the SW ¼ of the NE ¼ of the SE ¼ of Section 26, Town 2 North, Range 17 East, City of Lake Geneva, Walworth County, Wisconsin. Described as follows:

The South 121 feet of Lot 1, CSM No. 4248, as recorded in Volume 27, page 119 of Certified Survey Maps, as Document No. 770410, in the Walworth County Courthouse.

("CSM 4248 Outlot")

Phase Two:

Lot 1 of Certified Survey Map No. 4247, recorded in the office of the Register of Deeds for Walworth County, Wisconsin, as Document No. 770409, being parts of Lots 1 and 2 of Certified Survey Map 2937 and Lots 1 through 8 and Lots 22 through 28 of Oakdale Estates and lands, all located in the Southwest 1/4 of the Southeast 1/4, the Northwest 1/4 of the Southeast 1/4, Southeast 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 2 North, Range 17 East. Said land being in the City of Lake Geneva, County of Walworth, and State of Wisconsin EXCEPT that portion which falls in the Vistas of Lake Geneva Subdivision.

A part of Tax Key: ZA424700001

And

A part of Tax Key: ZA424800001

And

Being a parcel of land located in Lot 1, CSM No. 4248 in the SW ¼ of the NE ¼ of the SE ¼ of Section 26, Town 2 North, Range 17 East, City of Lake Geneva, Walworth County, Wisconsin. Described as follows:

All of Lot of Lot 1, CSM No. 4248, as recorded in Volume 27, page 119 of Certified Survey Maps, as Document No. 770410, in the Walworth County Courthouse, excepting the South 121 feet.

("CSM 4248 Lot")

A part of Tax Key: ZA424800001

EXHIBIT B TO
DECLARATION OF COVENANTS FOR VISTAS OF LAKE GENEVA

The Premises

I. Lots:

A. Lots 1 through 15, both inclusive, Vistas of Lake Geneva Subdivision.

II. Common Area:

A. Outlot 1 in the Vistas of Lake Geneva Subdivision; and
B. CSM 4248 Outlot

III. Association Maintained Public Areas:

A. Retaining walls located on the following dedicated right of ways.

Addresses: Various addresses in Lake Geneva, Wisconsin

A part of Tax Keys: ZA424700001 and ZA424800001