Document Number

DECLARATION OF COVENANTS AND DEED RESTRICTIONS

Title of Document

Recording Area

Name and Return Address

Andrew Niebler
Schloemer Law Firm, S.C.
143 S. Main Street, Third Floor
West Bend, WI 53095

See Exhibit A

Parcel Identification Number (PIN)

DECLARATION OF COVENANTS AND DEED RESTRICTIONS

COBBLESTONE MEADOWS SUBDIVISION

VILLAGE OF JACKSON

COUNTY OF WASHINGTON

STATE OF WISCONSIN

DECLARATION OF COVENANTS AND DEED RESTRICTIONS COBBLESTONE MEADOWS SUBDIVISION

THIS DECLARATION MADE THIS ___ day of October, 2018 by NFI PROPERTIES, LLC (the "Developer" as further defined in Section 1.2).

WITNESSETH:

WHEREAS, the Developer owns the subdivision in the Village of Jackson, (the "Village") hereinafter legally described on Exhibit A, which has been platted as "Cobblestone Meadows" (the "Subdivision"), consisting of twenty-two (22) single-family residential Lots; and

WHEREAS, the Developer desires to subject the Subdivision to the conditions set forth for the benefit of the Subdivision as a whole and for the benefit of each owner of any part of the Subdivision;

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

ARTICLE 1. DEFINITIONS.

1.1 "Architectural Control Committee" (herein "ACC") shall mean the committee referred to in Section 3.4 hereof.

1.2 "Developer" means NFI Properties, LLC or its successors or assigns.

1.3 "Development" means all of the Lots and Outlots as shown on Exhibit A.

1.4 "Dwelling" shall mean a building which contains one residential unit located on a Lot.

1.5 "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping group, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, marriage or adoption.

1.6 "Homeowners Association" or "HOA" means the Cobblestone Meadows Homeowners Association, Inc., a Wisconsin non-stock, non-profit corporation responsible for certain duties relating to maintenance and operation of Cobblestone Meadows as may be referred to herein or in the Bylaws of HOA.

1.7 "Lot" shall mean a Lot in Cobblestone Meadows plat as shown on Exhibit A as a single building site solely intended for the construction of a residential building.

1.8 "Private Road(s)" shall mean all roads within the Subdivision as depicted on Exhibit A whereby all owners of Lots, guests, invitees, emergency vehicles, governmental vehicles and all others having the right to use public roads in the Village shall have the mutual non-exclusive right to use and enjoy the same for ingress, egress, regress, use and access to the Subdivision.

1.9 "Rules" shall mean rules concerning the policies and procedures as permitted in this Declaration, adopted or amended by the ACC.

1.10 "Subdivision" means Cobblestone Meadows.

1.11 "Subdivision Entry Improvements" shall mean a masonry and/or wrought iron entryway signs with attendant landscaping.

1.12 "Unit" shall mean that portion of a building to be occupied by a single family.

1.13 "Village" shall mean the Village of Jackson, Wisconsin and its successors.

ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION.

The following real property shall be subject to this Declaration:

Cobblestone Meadows being a part of the:

(i) All of Parcel 4 of Certified Survey Map No. 5727 recorded in Volume 41 of Certified Survey Map on Pages 329-331 inclusive as Document No. 1047909 in the Washington County Register of Deeds Office and being a part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 19, Township 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin all as depicted on Exhibit A.

ARTICLE 3. USE OF LOTS AND SIMILAR MATTERS.

3.1 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision and the adjacent property will become and remain an attractive community and toward that end to preserve and maintain the natural beauty and the natural plant life and wildlife habitat of certain open spaces and recreational areas within and in the vicinity of the Subdivision; to insure the best use and the most appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property consistent with the purposes for which it is platted; to encourage and secure the erection of attractive residential structures thereon, with appropriate locations thereof on building sites; and to secure and maintain proper spatial relationship of structures and Lot lines; and to generally prompt the highest and best residential development of the Subdivision.

3.2 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Development, except for (1) the incidental use of a Lot for personal business conducted by mail/courier and telecommunications or incidental visits to the Lot so that the Development is not burdened by frequent visits by business service providers or customers, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto. By way of example, but not as an exhaustive list, permitted personal businesses may include professionals who work in a studio/office which is part of the principal residence; providers of personal care products or plastic containers who hold infrequent (meaning no more than 1 per month) small gatherings of potential customers in their residence; and consultants/salespersons whose primary communications does not involve more than incidental personal meetings in the residence. The ACC may adopt Rules to give further examples of permitted businesses, and to provide further reasonable limitations on the conduct of businesses, with the intent of preserving the character of the Development for residential purposes. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a home as a place of residence and limited recreation. There shall be no rental of residences within the Development. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC. Owners are cautioned, however, that approval of the Village may also be required for any home occupation, and it is the Owner's responsibility to determine if Owner is required and to obtain any such approval from the Village.

3.3 Interpretation. In order to maintain harmony in appearance and to protect the owners of the Lots in the Subdivision, no building, home, storage shed/out building, fence, sign, wall, swimming pool or other structure shall be erected, constructed or maintained upon any Lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, showing the exact location of such building, home, storage shed/out building, fence, sign, wall, swimming pool or other structure, the elevation thereof and the grade of the Lot and a sketch or view of such building or structure or changes, shall have been submitted to and approved in writing by the ACC. The ACC shall make a decision regarding the approval of such plans within ten (10) days of receipt of a full set of the plans and provide that decision to the party in writing. If no decision is provided within the stated time period, it shall be deemed that the ACC denied approval for the plan submitted. The decision of the ACC with respect to any such matter shall be final and binding upon all parties but no decision shall be counter to the provisions herein. The ACC shall have the right to refuse to approve any such plan or specifications which, in the conclusive judgment of a majority of its members, are not in conformity with these restrictions or are not desirable for aesthetic or any other reason. In passing upon such plans and specifications, the ACC may take into consideration the suitability of the proposed building or other structure, its design, elevation and the materials of which it is to be constructed on the proposed site; the harmony thereof with the surrounding buildings and the view from the adjacent property. All decisions of the ACC on such matters shall be final. The ACC shall have the right to waive minor infractions or deviations from these restrictions in case of matters of the best interest to the Subdivision. Each Lot purchaser should be fully aware of the restrictions that are contained herein and the building and zoning codes of the Village before purchasing a Lot in Cobblestone Meadows. Owners are cautioned, however, that approval of the Village may also be required for any construction of improvements on the Lot and/or in the Dwelling, and it is the Owner's responsibility to determine if Owner is required and to obtain any such approval from the Village.

3.4 Composition of ACC. So long as the Developer or its assigns shall own any of the Lots covered by these restrictions, the ACC shall be composed of three representatives appointed by the Developer. When the Developer or its assigns no longer own any of the Lots covered by these restrictions, then the ACC shall consist of three (3) members of the HOA as elected by the Board of Directors of the HOA. Members of the ACC elected by the HOA Board of Directors shall serve for three (3) years or until their successors have been duly elected. See also Section 4.6.

3.5 Single-Family Lots; Dwelling Size. No building shall be erected, altered, placed, or permitted to remain on any such Lot other than one single-family dwelling, not exceeding two and one-half stories in height measured from the street side elevation and an attached private garage for not less than two (2) cars, and a maximum of one outbuilding not to exceed 150 square feet incidental to residential use of the Dwelling.

No Dwelling shall be erected on any Lot having less than the following minimum areas:

(a) Not less than 1,400 square feet for a one-story dwelling;

(b) Not less than 900 square feet for the first floor of a one and one-half or two-story dwelling and not less than 1,800 square feet for both the first and second floors combined;

(c) Exposed level living areas in the basement of a Dwelling shall not be considered in determining qualification under subparagraphs (a) and (b) above.

The maximum total floor area of the principal building shall not exceed the lessor of that specified herein or that permitted under the floor area ratio regulations of the Village of Jackson zoning code as specified by the regulations for the zoning district in which such building is located. Please note paragraph 3.6 for further details.

Minimum area square footage calculations by the ACC shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace and room projections are included only when the floor joists are extended under those areas. Areas not included are decks, porches, garages, carports, attics, space labeled "optional" or "bonus", breezeways, sunrooms or similar additions. No floor area below finished yard grade shall be considered living area.

For purposes of figuring total area, the ACC, in its sole discretion, shall determine what constitutes a one-story, a one and one-half story or a two-story dwelling.

3.6 Setbacks. Setbacks of all structures shall be as follows:

Building Setback (from street right-of-way)	25 feet minimum
Building Offset (side)	15 minimum
Building Setback from rear property line	For Lots 1-16, 25 feet minimum. For Lots 17-22, 15 feet minimum

No variations from these requirements shall be allowed, or granted by any government body, including the Village of Jackson or private body under any conditions.

3.7 FAR and Lot Coverage Maximums. No building area(s), principal or accessory, shall exceed the floor area ratio ("FAR") and Lot coverage provisions which are governed by the Village Zoning Code. Square footage calculations for maximum floor area shall be measured at each level from outside of exterior wall to outside of exterior wall. In a split level building, the first floor level shall be the lowest level defined as a story. Each level above atrium or vaulted areas shall be measured. Excluded from the measurement shall be: basements; open porches, patios, or decks; attics, whether or not a floor as been laid, providing structural headroom of an average height of less than eight (8) feet; or areas beneath building overhangs not used for living purposes.

3.8 Non-dwelling Structures and Parking. All garages must be attached to the Dwelling and constructed so as to constitute together with the Dwelling, one building only, and shall utilize the same roof and exterior materials as the house. All storage areas, fences, tool cabinets, garden houses, storage sheds, dog houses and similar improvements must be constructed (i) within the Lot in locations as approved by the ACC which the ACC shall approve if the location conforms to the setback requirements for such improvements by the Village and (ii) with similar color and materials as the Dwelling except that fencing for a dog kennel may be similar to the fencing allowed for a tennis court. All garages shall be built at the same time as the Dwelling and shall be large enough to accommodate a minimum of two (2) cars but not greater than seven hundred twenty (720) square feet. Absolutely no unlicensed car, unlicensed motorcycle, unlicensed truck, truck larger than a 1 ton pick-up, boat, snowmobile, ATV, lawn equipment, golf cart, mobile home, or trailer of any kind may be parked on the premises outside of the garage other than for the delivery of materials or merchandise, except during construction, servicing or remodeling periods. All allowed vehicles including but not limited to licensed cars and licensed motorcycles may be parked on the driveway at all times. No vehicle shall be parked or stored on the premises outside the garage while being repaired or restored for longer than an eight-hour period.

3.9 Completion Time. All buildings shall be completed within fifteen (15) months from the date ground is broken for such building. Driveways, patios, sidewalks and landscaping to be completed within twelve (12) months of the completion of the Dwelling as further specified in Section 3.18.

3.10 Materials and Roof Pitches. Only materials such as stone, brick, stucco, solid wood, vinyl, Fiber Cement or LP SmartSide will be used as exterior walls. At least twenty percent (20%) of the front exterior wall surfaces must be constructed of brick, stone, stucco or cultured stone. Any exposed basement foundation or exterior chimneys must be covered in the same material as the exterior walls. These materials must be applied in an architecturally correct manner.

Approved roofing materials are limited to the following:

(a) Cedar Shakes;

(b) Cement or Clay Tile;

(c) Slate;

(d) Dimensional Asphalt Shingle, but such material shall be forty (40) year life or better.

Roof pitches subject to further approval by the ACC shall be not less than the following:

(a) Front Facing Gables: 8/12

(b) Main Front to Back Roofs: 6/12 for 1 Story; 6/12 for 2 Story.

Each Lot shall have a lamp post with a photo cell without a switch to turn on and off purchased from the Developer or its designee to be installed eight (8) feet from the sidewalk side of the driveway and fifteen (15) feet back from the street right-of-way or as modified by the ACC. Any replacement of such lamp post must be approved by the ACC, must be the same lamp post as initially installed and must be installed in the same location. See Section 3.27 for further detail.

Each Lot shall have a mailbox purchased from the Developer or its designee to be installed as required by the ACC. Any replacement of such mailbox must be approved by the ACC, must be the same mailbox as initially installed and must be installed in the same location. See Section 3.26 for further detail.

3.11 Prohibited Activities. No noxious or offensive activity shall be carried on upon any Lot or in the Subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision and adjoining neighborhoods. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the ACC and an occupancy permit obtained from the Village.

3.12 Drainage System. A master surface drainage and house grade plan has been prepared by the Developer designating the manner in which each Lot shall drain in relation to all other Lots in Cobblestone Meadows, and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Developer and in the office of the Building Inspector in the Village. At the time a building permit is requested, the grade elevation of said dwelling shall be in accordance with the master grading plan and approved by the Building Inspector and the dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Village. Within thirty (30) days after completion of a dwelling on any Lot in Cobblestone Meadows, the owner of said dwelling shall grade the Lot to conform to said drainage plan and from that time forward nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with said plan. Silt fences have been placed at various locations in the Subdivision by the Developer in accordance with approved plans on file as above, or as ordered by the Village in the course of development of the Subdivision. Owners are required to maintain said fences or install additional silt fences during and/or after construction on their Lot as directed by the Village until such time as turf cover is restored to all disturbed areas, and to comply with any orders of the Village requiring additional fencing and/or

straw bales. If an owner fails to comply with such order within forty-eight (48) hours, the Village shall have the right to cause such work to be done, and to charge the cost thereof to the owner, which if not paid shall be added to the tax bill of such owner.

The Developer has pregraded all private drainage easements indicated on the subdivision plat. Buyers of Lots or their assigns are prohibited from altering or filling said easements.

3.13 Ground Fill on Building Site. Where fill is necessary on a Lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and dumping of fill material shall be leveled immediately after completion of the building. Said fill shall also be subject to a fill permit issued by the Village if so required by the Village.

3.14 Pools and Tennis Courts. On each Lot, a single (i) in-ground swimming pool no larger than 40 feet by 20 feet or (ii) above ground pool no larger than a 20 foot diameter are permitted and must be installed in accordance with Village requirements and ACC approval. A single tennis court is allowed on each Lot and must be installed in accordance with Village of Jackson requirements and ACC approval.

3.15 Fences. Lot line and other fences will be permitted, if permitted by the Village, provided they are constructed of wood, masonry or ornamental iron, and the design thereof has been submitted to and approved by the ACC and Village in advance of construction thereof. Compliance with the Village fence regulations is required. Conflicts with underground public utility facilities within easements shall result in fence locations accommodating such facilities. If a tennis court is fenced, the tennis court shall be fenced with plastic coated chain link fencing or unless such type of fencing is not allowed under the Village regulations.

3.16 Signs. No owner or other person may erect, post or display posters, signs or advertising material at locations anywhere within a Lot or within a building on the Lot which is visible from the Private Road and public streets without the prior written consent of the ACC, except (a) Developer may do so without such approval and (b) an Owner may erect or post one professional sign of not more than one square foot in area or a temporary sign of not more than five (5) square feet in re-advertising the property for sale as well as other temporary signs for such things as school events, political signs or children's sports teams. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the building. Owners are cautioned, however, that approval of the Village may also be required for any signs on the Lot and/or on a building, and it is the Owner's responsibility to determine if Owner is required and to obtain any such approval from the Village as well as to conform to the sign ordinances for the Village.

3.17 Pets. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. If a dog enclosure or similar structure is to be erected and maintained for any pet, such enclosure or structure will require approval prior to installation by the ACC and shall be within five (5) feet of the Dwelling located in the rear yard. All dog enclosures or similar structures must comply with the Village ordinances (as the same may be

amended from time to time). Any and all costs of repairing damage caused by a pet or other unauthorized animal shall be borne by its owner and, if different, the Owner of the Lot where the pet or other animal is kept or visiting. There shall be no pets housed outside. Invisible fencing for animals is encouraged and deemed a reasonable requirement by the ACC.

3.18 Landscaping Required. Lots shall be landscaped and seeded or sodded within twelve (12) months after completion of a Dwelling. Landscaping shall include the area between the front Lot line and the edge of the street pavement. Landscaping must include a concrete or decorative drive, parking stand or turnabout. All landscaping plans must be approved in advance of construction by the ACC. All landscaping must be of a conventional nature. No stone aggregate lawn, or wild and/or prairie type vegetation substitutes for a typical grass (seed or sod) lawn will be allowed. Each Lot shall have planted at the time of the landscaping: (i) in the front yard bordering the Private Road two (2) trees equal distance apart and ten (10) feet from street right of way; and (ii) one (1) tree centered on any other part of the Lot that borders the Private Road and ten (10) feet from street right of way. Such trees shall be a northern red oak, white oak, red maple, big leaf maple, sugar maple, catalpa or autumn blaze maple except that at least one (1) tree shall be an autumn blaze maple tree.

3.19 Intersection Vision Triangle. No planting, structure or other improvement shall be installed within "intersection vision triangle" areas except as allowed by the Zoning Code of the Village.

3.20 Prohibited Use of Certain Vehicles. No snowmobiles, motorized trail bikes, dune buggies or off street motorized vehicles of whatsoever type or description shall be operated on any Lot, Private Road, or any other land within the boundaries of the Subdivision.

3.21 Underground Utilities. All telephone and electric service to any building on any Lot shall be from the underground utilities systems and no overhead service shall be provided or allowed.

3.22 Antennae and Satellite Dish. No satellite receiver dishes shall be allowed or installed in Cobblestone Meadows Subdivision with the exception of satellite dishes with diameters of twenty-four (24) inches or less, the location of which must be approved by the ACC. The ACC satellite review and authority will encompass the dish size, the location of the dish and the property and the screening either necessary or allowed. No rooftop television or radio antennae shall be allowed.

3.23 Debris. It shall be the responsibility of each Lot owner to remove all debris caused by any and all construction work occurring on his Lot. No owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks, or other material on any Lot or outlot within the Subdivision. This shall also apply to the Village street(s) abutting said Subdivision and the Private Roads.

3.24 Retaining Walls. Retaining walls shall be subject to the regulations of the Village and shall be built of wood, stone, brick, decorative stone or decorative concrete. The installation of retaining walls must comply with the Village requirements. It shall be the responsibility of the Lot owner upon whose Lot a retaining wall has been constructed to re-construct, repair, and

maintain such retaining wall. In the event any such retaining wall is located within any portion of an easement for public utilities, the easement rights of the Village shall be paramount, and if in the exercise of its easement rights, the Village should damage or destroy any retaining wall, the Lot owner shall have no recourse against the Village and such Lot owner shall be solely responsible to re-construct, repair, and maintain the replacement retaining wall.

3.25 Private Roads and Subdivision Entry Improvements. The Private Roads have not been dedicated to the Village or any other governmental entity. At the entrance to the Subdivision, the Subdivision Entry Improvements shall be constructed within the Private Road area. The Private Roads shall be conveyed to the HOA. The Private Road and the Subdivision Entry Improvements shall be maintained, repaired and if necessary replaced by the HOA. At the time that any construction is to be completed on/at a Lot for whatever reason whereby vehicles exceeding 5 tons or any earth moving type vehicle (including but not limited to skid steers, bull dozers, etc.) are utilized, the Owner shall provide the HOA with a refundable deposit in the amount of $2,000.00 for any and all costs and expenses associated with damage to the Private Roads related directly or indirectly to the construction being completed (the "Road Deposit"). The HOA may use the Road Deposit to repair any damaged caused as a result of such construction at a Lot. The Owner shall be liable for any and all costs and expenses to repair the Private Roads as a result of such construction even if such costs and expenses exceed the amount of the Road Deposit such additional costs and expenses shall be considered an assessment by the HOA made in accordance with this Declaration. The HOA may waive in writing the requirement of the Road Deposit. At the time of the initial sale of each Lot, the Road Deposit shall be paid by the party purchasing the Lot.

3.26 Mail and Newspaper Units. In order to maintain a pleasant continuity in Cobblestone Meadows, permanent mail/newspaper units must be purchased from the Developer or its designee at the time of the closing of the Lot purchased from the Developer. The cost of this package will be charged to the buyer on the settlement statement at closing. The Owner shall install mail/newspaper unit in locations as directed by the U.S. Postal Service. Owner may be required to provide an individual temporary mailbox at a common location as directed by the U.S. Postal Service prior to installation of permanent mail/newspaper units.

3.27 Decorative Welcoming Light. Each Lot shall have a uniform light post and lantern, which shall be installed at the Lot owner's expense by the Lot owner no later than sixty (60) days after the date of the issuance of the occupancy permit for the Dwelling. Said light shall be located on the Lot as directed herein or by the ACC, and shall be elevated at a height of not less than six (6) feet with a minimum wattage of 100 watts and shall be equipped with an electronic eye to turn on at dusk and turn off at dawn. All light posts and lanterns installed within the subdivision shall be of such size, style, and color as is determined by the ACC, so that all such light posts and lanterns have a uniform appearance throughout the Subdivision. It shall be the owners responsibility to properly maintain, repair and replace the light post, lantern and electric eye in accordance with these Declarations.

3.28 Miscellaneous Structures. The following structures shall be allowed by the ACC as set forth herein:

(a) Children's Playset. Each Lot shall be allowed to have one (1) non-commercial children's playset located on the Lot not closer than ten (10) feet from any border of the Lot.

(b) Flagpole. Any and all flagpoles not attached to the Dwelling must be approved by the ACC whereby such approval shall not be unreasonably withheld. No flag larger than 3 feet by 5 feet shall allowed on an flagpole on a Lot.

(c) Solar Panels. No Lot shall be allowed to install solar panels without the express written consent of the ACC.

3.28 Sherman Meadows Maintenance Association. The Subdivision is a member of the Sherman Meadows Maintenance Association (the "Sherman Association") pursuant to the Declaration of Restrictions recorded as Document Number 1060674 with the Register of Deeds for Washington County, Wisconsin on August 25, 2004 (the "Sherman Declaration"). The HOA shall be the member of the Sherman Association pursuant to the Sherman Declaration and the President of the HOA shall be the nature person representative of the HOA for the Sherman Association. Any and all assessments issued pursuant to the Sherman Declaration shall be equally divided between the Lots and invoiced to the Lots in accordance with Section 4.7 and 4.8 herein.

(a) All of the Lots shall be subject to the Sherman Declaration.

3.29 No Private Wells. No private well shall be drilled or used on any Lot or outlot in Cobblestone Meadows, the sole source of potable and irrigation water being supplied by the Village.

ARTICLE 4 COMPOSITION, POWERS AND RIGHTS OF THE HOA AND ACC.

4.1 Purpose for the HOA. The Developer has deemed it desirable for the effective preservation of the values, amenities and maintenance, repair and replacement of the Private Roads in this Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the Private Roads and Subdivision Entry Improvements described herein and dedicated to it together with any other common areas in the Subdivision. The Developer has also deemed it desirable that the HOA shall have the power to assess, collect and disburse the assessments and charges hereinafter created. To this end, there has been incorporated under the laws of the State of Wisconsin, the HOA, for the purposes of exercising the functions aforesaid.

4.2 Membership. Every person or entity who is an owner of a Lot shall be a member of the HOA, provided that no person or entity who holds an interest merely as security for the performance of an obligation shall be a member.

4.3 Management. The HOA shall be managed by a Board of Directors. The Board of Directors shall consist of three (3) members. As long as the Developer owns one or more of the Lots in the Subdivision (the "Threshold"), the Board of Directors of the HOA shall be appointed by the Developer. After the Developer's interest falls below the Threshold, the Board of Directors shall be elected by a simple majority vote of the owners. However, nothing contained herein shall prevent the Developer, at its sole discretion, from turning control of the Board of Directors of the

HOA over to the members of the HOA at any time. The Developer shall be entitled to one (1) vote for each Lot owned.

4.4 Voting Rights. The HOA shall have one class of membership: members shall be owners of a Lot and shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, i.e., and without limitation by enumeration, as tenant in common or survivorship marital property, there shall be cast one (1) vote among them for each Lot they so own.

4.5 Amendment of These Restrictions and Covenants. Prior to the time that the Threshold is reached, the Board of Directors of the HOA may amend these restrictions to the extent permitted by law. After the Threshold is reached, the HOA may amend these restrictions to the extent permitted by law, but only by an affirmative vote of not less than two-thirds (2/3) of its members; provided, however, that no amendment shall be permitted without the written consent of the Developer, which consent may be unreasonably or arbitrarily withheld, so long as the Developer, or its assigns, continues to own, have title to, or control any Lot(s) within the Subdivision.

4.6 The ACC.

(a) Until Developer has sold all of its Lots, the ACC shall be composed of three (3) representatives appointed by the Developer. Thereafter, the ACC shall consist of three (3) members elected by the Board of Directors of the HOA; the Board of Directors may elect one or all the ACC from the Directors. Nothing contained herein shall prevent the Developer, at its sole option, from relinquishing control over the ACC earlier.

(b) The ACC shall have the right to promulgate and impose rules and regulations and a schedule of reasonable fees for the processing of applications by the ACC, as the ACC deems necessary in order to preserve the value and appearance of the Subdivision, and thereafter, to modify, alter, amend, rescind and augment any of the same (collectively the "Architectural Control Committee Rules"), provided that the Architectural Control Committee Rules be approved by the Developer in writing, so long as the Developer owns any Lot within the Subdivision and thereafter, be approved in writing by the HOA Board of Directors.

(c) Every member of the ACC shall be indemnified by the HOA against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed by such member in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a member of the ACC, or any settlement thereof, whether or not he is a member of the ACC at the time such expenses are incurred, except in such cases wherein the member of the ACC is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing rights to indemnification shall be in addition to and not exclusive of any right of indemnification to which a member of the ACC may be entitled, whether by statute or common law.

4.7 Annual Assessments. Each owner shall be subject to a general annual charge or assessment to be determined solely by the Board of Directors of the HOA for the purpose of defraying the costs of maintaining and administering the Private Roads and the Subdivision Entry

Improvements and any other common areas of the Subdivision. Such annual assessment shall be a prorata share, or one (1) share per Lot, of the estimated cost incurred by the HOA to maintain the Private Roads, Subdivision Entry Improvements and other common areas for the recreation, health, safety, welfare and enjoyment of its members, and to fund the capital improvement fund for the replacement of improvements at the end of their useful lives. Said estimated cost shall include, but not be limited to payment of taxes, utilities, insurance, repair, replacement, and additions to the improvements made upon said Private Roads, Subdivision Entry Improvements or common areas, and the cost of labor, equipment, materials, management and supervision thereof, and appropriate reserves for contingencies.

At the time of the closing for the initial sale of each Lot by the Developer, the purchaser of said Lot from the Developer shall pay $1,000.00 to the HOA to be held in the HOA's reserve account. The HOA shall establish a reserve account in the minimum amount of $22,000 to be maintained by the HOA with Special Assessments issued in accordance with Section 4.8 if and when the reserve account in less than the required minimum set forth herein.

The Developer shall pay its prorata share of such annual assessments for each Lot it still owns in the Subdivision.

Except for calendar year 2018, each annual assessment shall be levied by the HOA as of January 1st for each year and the statement for such amount shall be mailed to the owner of each Lot and be payable on or before March 1st of each year. For calendar year 2018, the annual assessment shall be estimated and billed on November 1 with payment due by December 31, 2018.

Such annual assessment may be changed by a majority of the votes of the members of the HOA. The assessment, however, as established by the HOA shall be set taking into consideration the estimated cost of current maintenance and future needs and may be in any lesser or greater amount than the actual costs incurred in any one calendar year.

4.8 Special Assessments. A special assessment may be levied by the HOA for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Private Roads, Subdivision Entry Improvement or common area in the Subdivision, if consented to by a two-thirds (2/3) majority of the votes of the members of the HOA.

Such special assessments shall be due and payable ninety (90) days after the required affirmative vote of the members of the HOA.

4.9 Proof of Payment. The HOA shall, upon demand at any time, furnish to any owner a certificate in writing signed by an officer of the HOA setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

4.10 Violation or Breach of These Restrictions or Covenants, Individual Assessments. For violation or breach of any of these restrictions or covenants by any person claiming by, through, or under the Developer, or by virtue of any judicial proceedings, the Developer and the HOA, breach of them severally, shall have the right to proceed at law or in equity (including, but not limited to, injunctive relief) to compel compliance with the terms hereof or to prevent the

violation or breach of any of them. In addition to the foregoing right, the Developer or the HOA shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and any such entry and abate or removal shall not be deemed a trespass. The Developer and the HOA, or each of them severally, shall have the right to assess an owner for its costs in abating or removing any such violation. Any such individual assessment shall be paid by the assessed owner within fifteen (15) days from the date of levy by the Developer or the HOA.

4.11 Liens and Collection of Assessments.

(a) Establishment of Liens. Any and all HOA assessments made by the HOA and in accordance with the provisions of this Declaration with interest thereon at the lower of eighteen percent (18%) per annum or the highest rate allowed by law assessed starting the day after the payment of the assessment was due and costs of collection, including, but not limited to, reasonable attorney's fees are hereby declared to be a charge and a continuing lien upon the Lots against which each such HOA assessment was made. Each HOA assessment against a Lot together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be the personal obligation of the owner of each Lot assessed. Said lien shall be effective only from and after the time of the recordation with the Register of Deeds of Washington County, of a written acknowledged statement by the HOA setting forth the amount due to the HOA as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where a mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or by virtue of deed in lieu of foreclosure, such mortgagee, its successors or assigns, shall not be liable for the share of HOA assessments pertaining to such Lot or chargeable to the former owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the HOA assessment against the Lot in question is secured by a claim of lien for the HOA assessment, as recorded prior to the recordation of the mortgage that was foreclosed or with respect to which a deed in lieu of foreclosure was given.

(b) Collection of HOA Assessments. In the event any owner shall fail to pay any HOA assessment or installment thereof, charged to such owner, within fifteen (15) days after the same becomes due, then the HOA, through its Board of Directors, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative, and which remedies are not in lieu of, but are in addition to, all other remedies available to the HOA:

(i) To advance on behalf of the owner in default, funds to accomplish the needs of the HOA, up to and including the full amount for which such owner is liable to the HOA, in the amount or amounts of money so advanced, together with interest at the lower of eighteen percent (18%) per annum or the highest allowable rate, and all costs of collection thereof, including, but not limited to, reasonable attorney's fees, may thereupon be collected by the HOA, and such advance by the HOA shall not waive the default.

(ii) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the HOA in like manner as the foreclosure of a mortgage on real property.

(iii) To file an action at law to collect said HOA assessment, plus interest, plus court costs and reasonable attorney's fees without waiving any lien rights or rights of foreclosure in the HOA.

(iv) Interest at the lower of eighteen percent (18%) per annum or the highest rate allowed by law shall be assessed for any and all unpaid assessments and the HOA shall have the right to collect any and all the costs of collection, including, but not limited to, reasonable attorney's fees.

(c) Collection by Developer. In the event for any reason the HOA shall fail to collect the HOA assessment, then in that event, the Developer shall at all times have the right (but not the obligation):

(i) To advance such sums as the HOA could have advanced as set forth above; and

(ii) To collect such HOA assessment and, if applicable, any such sums advanced by Developer; utilizing remedies available to the HOA as set forth above, which remedies (including, but not limited to, recovery of reasonable attorney's fees) are hereby declared to be available to Developer.

(iii) The Developer shall be entitled to charge and recover the items set forth in Section 4.11(b)(iv).

4.12 No Agency for Other Members. No member, other than the Board of Directors or the officers of the HOA as set forth in the bylaws of the HOA shall have the authority to act for the HOA or the other members of the HOA, as agent or otherwise, to bind the HOA or the other members of the HOA to contract, negotiate, invest or undertake any other obligation or undertaking of any kind.

ARTILCE 5. DECLARATION TERM.

5.1 Term. This Declaration shall run with the land and shall be binding upon all persons claiming under the Developer for a period of thirty (30) years from the date this Declaration is recorded. After the expiration of such thirty (30) year period, this Declaration shall be automatically renewed for successive periods of ten (10) years, unless there is recorded an instrument executed by the owners of at least sixty percent (60%) of the Lots, for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewed term which next expires following the recording of such instrument of termination.

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

5.3 Amendment. This Declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the Subdivision, and, also, executed and approved by the Developer so long as it owns any Lot in said Subdivision. Said Declaration shall become effective only upon due recording with the Office of the Register of Deeds for Washington County, Wisconsin.

5.4 Right of Action. The restrictions and covenants contained herein may be enforced by any Lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same by any Lot owner either to recover damages or to demand compliance, provided, however, that no such actions shall be commenced after one year from the date on which the violation occurred.

5.5 Conflicts. In the event of any conflict between these restrictions and the Village's zoning and building regulations, the stricter provisions shall apply.

ARTICLE 6. PROPERTY RIGHTS IN THE COMMON AREAS.

6.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot. The following constitute the present and contemplated future Common Areas of the Subdivision:

(a) The Subdivision Entry Improvements.

(b) The Private Roads.

(c) The Detention Pond Easement as set forth in the Sherman Declaration.

6.2 Title to Common Area. Title to or assignment of the rights to the Common Areas shall be conveyed to the HOA by the Developer. Members shall have the rights and obligations imposed by the Declaration with respect to such Common Areas.

6.3 Damage or Destruction of Common Areas by Owner. In the event any Common Area servicing the Lots is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the HOA to repair said damaged area; the HOA shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the HOA in the discretion of the HOA. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

6.4 Disclaimer. Developer shall convey the Common Areas to the HOA "as is"; all warranties regarding the Common Areas, express or implied, including warranties of condition, quality of construction and fitness for a particular use, are hereby disclaimed. The HOA shall be responsible for obtaining adequate liability insurance for the Common Areas. Developer shall have no liability for damage or injury to any persons or property arising from the existence or continued use of the Common Areas. The HOA shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

7. Plural and Gender. Wherever used, the singular shall include the plural and the plural singular and any gender shall include all other genders unless the context otherwise requires.

8. Headings. The headings used herein are inserted solely for purposes of identifying the various paragraphs and subparagraphs contained herein and are for convenience only. Such headings are in no way intended to describe, interpret, define or limit the scope of this Declaration or any of the paragraphs or subparagraphs hereto or the intent hereto.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month, and year first above written.

NFI JACKSON, LLC

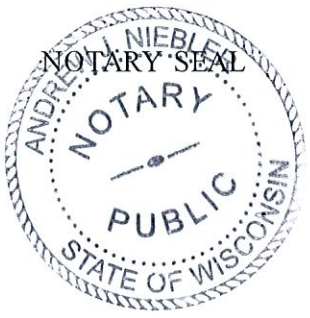
By: _____
Joseph C. Niebler, Sr., Managing Member

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 10th day of January, 2019, the above named, JOSEPH C. NIEBLER, SR., Managing Member of NFI Jackson, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Andrew Nielsen, Notary Public
Washington County, State of Wisconsin
My Commission ~~expires~~: is permanent

NOTARY SEAL



CONSENT OF MORTGAGEES

The undersigned Mortgagee(s) hereby consent to the adoption, recording, and enforcement of the above and foregoing Declaration of Deed Restrictions and agree to be bound by the same.

SPRING BANK

By: Glenn A. Michaelsen
Glenn A. Michaelsen, Senior Vice President

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 10thday of January, 2019, the above named, Glenn A. Michaelsen, Senior Vice President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

2/12/21 Mindy M. LaValle, Notary Public
My commission Expires: 2/12/21
Waukesha County, State of Wisconsin

NOTARY SEAL

MINDY M LAVALLE
Notary Public
State of Wisconsin

This instrument was drafted by:
Andrew J. Niebler, esq, Schloemer Law Firm, S.C.