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Declaration of Covenants, Conditions and Restrictions for Pleasant Valley Preserve

Recording Area

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Table of Contents

Recitals

1. Definitions, Purpose and General Restrictions
   - 1.1 Definitions
   - 1.2 Purpose
   - 1.3 Single Family Lots; General Restrictions
   - 1.4 Maintenance and Repair
   - 1.5 Use and Maintenance of Common Areas, Improvements in Rights of Way
   - 1.6 Restrictions on Use of Recreational Vehicles
   - 1.7 Animals and Pets
   - 1.8 Garbage and Refuse
   - 1.9 Storage of Firewood
   - 1.10 Utility Lines, Antennas and Satellite Receivers

2. Construction of Improvements
   - 2.1 Minimum Living Area and Height Requirements for Homes; Outbuildings; Garages
   - 2.2 Location of Structures and Setbacks
   - 2.3 Building Materials
   - 2.4 Approval by Architectural Control Committee (ACC)
   - 2.5 Completion of Improvements
   - 2.6 Landscaping; Drainage and Grading; Retaining Walls
   - 2.7 Driveway
   - 2.8 Swimming Pools
   - 2.9 Fences and Walls
   - 2.10 Playground Structures
   - 2.11 Signs
   - 2.12 Improvements Not Specifically Addressed
   - 2.13 Easements
   - 2.14 Mail/Newspaper Box
   - 2.15 Construction Damage
   - 2.16 Drain Tile

3. Homeowners Association
   - 3.1 Intention to Form Homeowners Association
   - 3.2 Creation of Association
   - 3.3 Membership
   - 3.4 Powers of Association
   - 3.5 Developer to Act for Association
   - 3.6 Developer's Conveyance to Association

4. Architectural Control Committee (ACC)
4.1 Creation and Purpose of ACC
4.2 Membership
4.3 Meetings
4.4 Exculpation

5. Common Area Expenses and Assessments
5.1 Special and General Assessments
5.2 Payment of Assessments
5.3 Delinquent Assessments, Interest, Liens and Collection

6. Rules and Regulations

7. Stormwater/Drainage
7.1 Drainage Plan
7.2 Conformance with Stormwater Plan
7.3 Erosion Control

8. Landscaping of Common Areas
8.1 Master Landscape Plan
8.2 Maintenance and Repair

9. Miscellaneous
9.1 Lot Owners' Lack of Authority to Bind Association
9.2 Service of Process
9.3 Enforcement of Declaration; No Reversion of Title
9.4 Failure to Enforce Not a Waiver
9.5 Right to Enter
9.6 Right to Vary
9.7 Liability of Developer
9.8 Severability
9.9 Covenants Running with Land
9.10 Amendments to Declaration
9.11 Term of Declaration
9.12 Interpretation
9.13 Captions
9.14 Recording
9.15 Notices

10. Architectural Design and Landscape Guidelines

11. Special Provisions Regarding Farm Property

Exhibit "A" Legal Description of the Developer Property
Exhibit "B" Legal Description of the Farm Property

This Declaration is made as of this 1st day of November, 2005, by Pleasant Valley Preserve, LLC, a Wisconsin limited liability company, with its principal place of business at W61 N488 Washington Avenue, Cedarburg, Wisconsin 53012 (the "Developer") and S. Duane Stroebel, Jr. (the "Farm Property Owner").

RECITALS

WHEREAS, the Developer is the owner of the real estate located in the Town of Cedarburg, Ozaukee County, Wisconsin, described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Developer Property");

WHEREAS, the Farm Property Owner is the owner of the real estate located in the Town of Cedarburg, Ozaukee County, Wisconsin described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Farm Property");

WHEREAS, the Developer Property has been platted and developed as a subdivision consisting of approximately twenty-six (26) single-family residential lots;

WHEREAS, the Developer and Farm Property Owner desire the Developer Property and the Farm Property to be considered part of the same residential development;

WHEREAS, the Developer Property and the Farm Property is collectively referred to herein as the "Subdivision"; and

WHEREAS, the Developer desires to subject the entire Developer Property (except dedicated rights of way), and the Farm Property Owner desires to subject the entire Farm Property (except dedicated rights of way), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole and for the benefit of each owner of a parcel of land in the Subdivision.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Developer Property and all portions thereof (except for dedicated rights of way), and the Farm Property Owner hereby declares that the Farm Property and all portions thereof (except for dedicated rights of way), shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each parcel of land in the Subdivision as covenants running with the land and shall apply to and bind all successors in interest, owners and occupants.

1. DEFINITIONS, PURPOSE AND GENERAL RESTRICTIONS.

1.1 DEFINITIONS.

1.1.1 "Affiliates" shall mean a parent, sister or subsidiary corporation, joint venturer, general partner, member or manager of the Developer or a person who owns more than fifty percent (50%) of the voting stock or partnership or membership interests in the Developer.

1.1.2 "Architectural Control Committee" or "ACC" shall mean a committee made up of such persons or entities appointed or elected in accordance with provisions of Article 4 of this Declaration. The ACC shall be charged with and have the responsibility of approving plans and specifications for Improvements to, and landscaping on, the Lots in accordance with the terms of this Declaration, and shall carry out such other rights, duties and obligations as are expressed herein.

1.1.3 "Architectural Guidelines" shall mean the Architectural Design and Landscape Guidelines set forth in Article 10 of this Declaration.

1.1.4 "Association" shall mean Pleasant Valley Preserve Homeowners Association, Inc., a nonprofit, nonstock corporation, which has been or will be created to carry out the purposes expressed in this Declaration and the Articles of Incorporation and By-laws for said Association.

1.1.5 "Common Area" or "Common Areas" shall mean and refer to all personal property, fixtures, structures, Improvements and real estate within the Subdivision conveyed by the Developer to the Association and/or Lot Owners in undivided fractional shares. Common Areas may include but shall not be limited to (i) any street or other public right-of-way or area not dedicated to the Town; (ii) detention ponds and other stormwater facilities not dedicated to the Town; (iii) signs, structures and maintenance equipment; (iv) any outlots or other area within the Subdivision which is not a Lot as identified in this Declaration or on the Plat and which is not dedicated to the Town; and (v) other Improvements which have been constructed or maintained for the common good of the Lot Owners.

1.1.6 "Developer" shall mean Pleasant Valley Preserve, LLC, a Wisconsin limited liability company, its successor and assigns, acting as agent for the owner of the Property.

1.1.7 "Developer Property" shall mean the property described on Exhibit "A" attached hereto.

1.1.8 "Development Agreement" shall mean the Subdivison Development Agreement dated October 6, 2004 between the Developer and the Town.

1.1.9 "Family" shall have the meaning set forth in the applicable Zoning Code provisions and/or regulations of the Town.

1.1.10 "Farm Property" shall mean the property described on Exhibit "B" attached hereto.

1.1.11 "Farm Property Owner" shall mean S. Duane Stroebel, Jr.

1.1.12 "Grading Plan" shall mean the master plan adopted by the Developer and approved by the Town describing the grading requirements for the Subdivision, together with any future revisions to said plan. The Grading Plan and all revisions shall be available for review at the office of the Developer.

1.1.13 "Home" shall mean a residential building designed and used as a dwelling for one Family.

1.1.14 "Lot" shall mean (a) a platted lot within the Developer Property identifiable by reference to a lot number and (b) the Farm Property.

1.1.15 "Lot Owner," "Lot Owners," "Owner" or Co-"Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of estate, and shall include land contract vendees but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

1.1.16 "Outbuilding" shall mean a storage building or detached garage.

1.1.17 "Plat" shall mean the final plat recorded at the Office of the Register of Deeds for Ozaukee County, Wisconsin on November 1, 2005 as Document No. 0829887, as the same may be amended or supplemented from time to time.

1.1.18 "Stormwater Plan" shall mean the master plan adopted by the Developer and approved by the Town describing the drainage pattern of the Property and outlining the proposed drainage and stormwater system for the Subdivision, together with any future revisions to said plan. The Stormwater Plan and all revisions shall be available for review at the office of the Developer.

1.1.19 "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, car-port, or above ground storage facility; exterior lighting or electric fixture, antennae, tower, pole, or bug control device; fence, retaining or other wall, fountain or above-ground or in-ground swimming or wading pool; driveway, sidewalk or

walkway; pet kennels or run line; screened or other type of porch, patio or gazebo; tree house or other exterior play equipment including skateboard ramps; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and ensealed entirely below ground level, unless located entirely within the exterior perimeter walls of the Home constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

1.1.20 "Subdivision" shall mean the Developer Property and the Farm Property.

1.1.21 "Town" shall mean the Town of Cedarburg, Wisconsin, a municipal corporation.

1.1.22 "Town Engineer" shall mean the Town Engineer for the Town of Cedarburg, or his or her duly-authorized designee.

1.1.23 "Zoning Code" shall mean the zoning ordinances adopted by the Town, from time to time, as the same may be amended or supplemented.

1.2 PURPOSE.

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all Improvements, as well as the natural beauty of all Common Areas within the Subdivision; to help assure the best use and most appropriate development and improvement of each Lot; to protect Lot Owners against use of surrounding Lots which may detract from the residential value or enjoyment of their Lots; to guard against the erection or maintenance of garish or poorly designed or proportioned Structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures, and color schemes; to insure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential Structures with appropriate locations on the Lot; to prevent installation of Improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of Improvements; and to otherwise secure mutual enjoyment of benefits for Lot Owners and occupants of Lots within the Subdivision.

1.3 SINGLE FAMILY LOTS; GENERAL RESTRICTIONS.

1.3.1 Subject to the terms of Article 11, each Lot shall be used solely for residential purposes by one Family. Subject to the terms of Article 11, no commercial deliveries or pick ups of any kind (other than mail services

typical in residential areas) may occur at any Lot. The term "residential purposes" shall include only those activities necessary for, or normally associated with, the use and enjoyment of a Lot as a place of private residence and limited recreation.

1.3.2 Subject to the terms of Article 11, only one Home and one Outbuilding may be constructed on each Lot and no garage, tent, trailer, camper, mobile home or other Improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests without the prior approval of the ACC (which may be withheld for any reason).

1.3.3 No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home, Outbuilding or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.3.4 Notwithstanding anything herein or in applicable Town regulations to the contrary, no storage or generation of hazardous or toxic waste or discharge of such waste into the sanitary or storm sewer systems shall be permitted on the Property.

1.3.5 The Association and each Lot Owner shall comply with all of the terms of the Development Agreement that are imposed upon the Association and/or the Lot Owners pursuant to the terms of the Development Agreement (as opposed to those portions of the Development Agreement that relate solely to the obligations of the Developer and are not intended to obligate the Association or a Lot Owner).

1.3.6 No Lot shall be divided so as to increase the total number of Lots in the Subdivision. No Lot shall be combined with an adjacent Lot so as to decrease the total number of Lots in the Subdivision.

1.3.7 Mound or at-grade septic systems shall be used on all Lots, with the exception that a holding tank may be allowed if approved by the ACC in its sole discretion.

1.3.8 All fencing and marker posts installed by the Developer in the Subdivision must remain and cannot be disturbed or removed.

1.4 MAINTENANCE AND REPAIR.

1.4.1 All Improvements on all Lots shall be kept, maintained and repaired in good condition at all times. Each Lot and all yards thereon shall be maintained so as to be neat in appearance when viewed from any street or other Lot. Lot Owners shall follow regular maintenance routines such that all Improvements and all yards and landscaping continue to be maintained, at all times including but not limited to during construction of

any Improvements, as nearly as possible, in the condition set forth in the plans approved by the Developer or ACC. Any damage resulting from casualty loss to any Improvements shall be immediately replaced or repaired by the Lot Owner to their original condition, as nearly as possible, subject to the terms of Article 11.

1.4.2 In the event that any Lot or Improvement is not properly maintained or repaired by the Lot Owner within 30 days after written notice from the Association (or, if necessary maintenance or repairs cannot reasonably be completed within 30 days, maintenance or repair is not commenced within 30 days and diligently pursued), the Association may, but shall not be obligated to, perform necessary maintenance and repairs, and charge the costs thereof to the Lot Owner and levy a Special Assessment against the Lot.

1.5 USE AND MAINTENANCE OF COMMON AREAS, IMPROVEMENTS IN RIGHTS OF WAY.

1.5.1 All Common Areas shall be used as open space for the common benefit of the Subdivision and are to be used for the purposes prescribed in this Declaration, and for no other activities by any Lot Owner unless previously approved by the Association (which approval may be withheld for any reason and which approval, if given, may be revoked at any time).

1.5.2 The Association shall, at its cost and expense, maintain all of the Common Areas.

1.5.3 Any signs, monuments, bike paths, recreational trails or Structures constructed by the Developer or the Association on any Common Areas shall be maintained by the Association, except to the extent that any of such items is required to be maintained by the Town pursuant to the Development Agreement. No Lot Owner shall erect any Improvement in the Common Areas.

1.5.4 The Developer and the Association may enter upon any Lot or Common Areas, at reasonable times and after reasonable notice to the Lot Owner, for the purpose of maintaining, renewing, or reconstructing any utilities, facilities or other Improvements or Common Areas that benefit other Lots, in addition to benefiting such Lot. If such Lots or Common Areas contain public utilities or facilities having an area-wide benefit, which are maintained by the Town, the Town, following prior written notice to the Developer or the Association, may, if necessary to maintain such facilities in good working order and appearance, renew, reconstruct or maintain such facilities or utilities and assess the cost to the Lot Owners as set forth in Article 5. No prior written notice shall be required for emergency repairs.

1.5.5 Depending on the nature of a facility maintained or repaired pursuant to Section 1.5.4 above, the cost of such maintenance, renewal or reconstruction, whether by the Developer, the Association or the Town, may be assessed (a) exclusively against the Lot Owner of the Lot on which it is located, or (b) against all Lot Owners whose Lots are directly benefited by the facility on a pro rata basis, or (c) against all Lot Owners within the Subdivision on a pro rata basis. Any assessment imposed hereunder shall be a lien against the benefited Lot. In the event that the Town undertakes any maintenance or repair under this section, the Town may, in addition to the other remedies set forth herein, make any charges or assessments allowed by law.

1.5.6 No horseback riding shall be allowed in any Common Areas including, without limitation, bike paths.

1.6 RESTRICTIONS ON USE & PARKING OF RECREATIONAL VEHICLES.

Recreational vehicles (which may include, but shall not be limited to, snowmobiles, travel trailers, vans, motor homes, dune buggies and other off-street motorized vehicles of any kind), boats and other watercraft, and trucks shall not be parked, kept or stored on any Common Areas or undeveloped area of the Subdivision, nor shall any such recreational vehicle, boat, watercraft or truck be parked, kept, or stored on any Lot outside an enclosed garage. Recreational vehicles shall not be used or operated on any Lot or otherwise within the Subdivision except on dedicated public rights of way in accordance with applicable traffic laws and Town ordinances, provided, however, that nonmotorized vehicles may be used or operated on any recreational trails throughout the Subdivision. Notwithstanding the foregoing, the Association may, in its sole discretion, allow snowmobiles to be used and operated on any trails in the Common Areas designated by the Association for such use and operation. Nothing in this Declaration shall, however, require the Association to authorize any such use of snowmobiles.

1.7 ANIMALS AND PETS.

Except as otherwise set forth in Article 11, no livestock, poultry, reptile, or other animal of any kind shall be raised, bred or kept on any Lot. Except as otherwise set forth in Article 11, no more than three dogs, four cats, and other normal household pets (as may be approved by the Association from time to time) may be kept on any Lot, provided that such household pets shall not be kept, bred or maintained for any commercial purpose or in an unreasonable number or manner. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. Except as otherwise set forth in Article 11, no separate enclosures may be erected or kept upon any Lot for the purpose of housing or restraining any animal or pet, except if any such enclosure has a concrete paved floor not located within the setback areas and is physically attached behind the Home, Outbuilding or garage with any fences screened from view by adequate landscaping.

1.8 GARBAGE AND REFUSE.

No Lot shall be used or maintained for dumping or storage of trash, garbage or debris of any kind. Trash or garbage generated from the Home on a Lot shall be stored in sanitary, covered containers to be kept within an enclosed garage, except on garbage pick-up days. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush if consistent with Rules and Regulations established in conjunction with this Declaration and in accordance with applicable Town ordinances.

1.9 STORAGE OF FIREWOOD.

Firewood stored or kept on any Lot must be screened from view by means of a lattice fence of sufficient height to conceal the same, but no higher than 5 feet 6 inches, by shrubbery of sufficient density to accomplish the same purpose or other appropriate fencing. Storage of more than one cord of firewood on a Lot is prohibited.

1.10 UTILITY LINES, ANTENNAS AND SATELLITE RECEIVERS.

All electric, light, gas, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any Lot shall be underground, and no overhead service shall be provided or allowed on any Lot. No satellite dish over 24 inches in diameter shall be installed on any Lot without the express written approval of the ACC (which may be withheld for any reason). Satellite dishes shall be placed and screened so as to minimize visibility from rights-of-way and Lots. No above-ground television antenna of any kind shall be permitted on any Lot.

2. CONSTRUCTION OF IMPROVEMENTS.

2.1 MINIMUM LIVING AREA AND HEIGHT REQUIREMENTS FOR HOMES; OUTBUILDINGS; GARAGES.

2.1.1 Except as set forth in Article 11, no Improvement or Structure shall be erected, altered, placed, or permitted to remain on any Lot other than one Outbuilding and one detached, single-family Home, not exceeding two and one-half stories and such height as is permitted by the Town, with an attached garage. The restrictions on the size and height of an Outbuilding are set forth in Section 2.1.7. Except as set forth in Article 11, each Home shall have the following minimum areas:

a) The minimum size of a one-story Home shall be 2,300 square feet on the first floor.

b) A story and one-half Home shall have a minimum of 2,700 square feet on the upper two floors.

c) A two-story Home shall have a minimum of 2,700 square feet on the upper two floors.

d) A tri-level Home shall have a minimum of 2,700 square feet on the upper two floors.

2.1.2 The maximum total floor area of a Home, Outbuilding or Structure within the Subdivision shall not exceed that permitted under the applicable floor area ratio under the Zoning Code.

2.1.3 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 they project to the floor. Areas not included are decks, porches, garages, carports, attics, unfinished space labeled "optional" or "bonus", breezeways, unfinished sun rooms or similar unfinished additions. No floor area below finished yard grade shall be considered living area.

2.1.4 The ACC, in its sole discretion, shall determine all issues relative to applying and/or interpreting the terms of this Section 2.1 including, without limitation, what constitutes a one-story, a one and one-half story, a two-story or a tri-level Home and how square footage is calculated.

2.1.5 Except as set forth in Article 11, each Home will have an attached garage, enclosed on all four sides, with a minimum capacity of two (2) cars and a maximum capacity of four (4) cars. Except as set forth in Article 11, the garage must be attached to the Home directly (and not via a breezeway). The maximum size of the garage shall conform to applicable Town ordinances. Except as set forth in Article 11, garage entrances must be on the side of the Home, with limited exceptions as approved by the ACC in its sole discretion (individual doors for each parking bay are preferred and are required if any garage faces the street).

2.1.6 All garages shall be built at the same time as the Home on the Lot.

2.1.7 Except as set forth in Article 11, the maximum size of an Outbuilding shall be 500 square feet and the maximum height of an Outbuilding shall be 25 feet.

2.2 LOCATION OF STRUCTURES AND SETBACKS.

Except as set forth in Article 11, Homes, Outbuildings, garages, attached decks and porches are to be located on the central portion of the Lot located outside of all applicable setbacks shown as dashed lines on the Plat or designated by applicable Town ordinances or this Declaration. In the event of any inconsistency, the greater setback requirement shall apply. Except as set forth in Article 11, all Homes, Outbuildings and garages (including attached steps, porches, decks, and appurtenances) must be setback one hundred (100) feet from front Lot lines and seventy-five (75) feet from rear Lot lines; provided, however, that the ACC in its sole discretion may reduce the front

setback for any Home or Outbuilding to a distance of not less than seventy-five (75) feet. Except as set forth in Article 11, no pavement or other hard surface may be located nearer than ten (10) feet from any rear Lot line. Except as set forth in Article 11, front outdoor living terraces are not allowed. Except as set forth in Article 11, all Homes and Outbuildings must have at least twenty-five (25) feet for each of their side yard setbacks.

Notwithstanding the set-back requirements specified above, the orientation and precise location of each Home, Outbuilding and garage, as well as all other Improvements on the Lot, must be approved in writing by the ACC prior to commencement of any construction, it being intended that the ACC may, in its sole discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the ACC deems advisable.

2.3 BUILDING MATERIALS.

2.3.1 The exterior walls of the Home and attached garage must be constructed of brick, stone, stucco, solid wood siding, Hardiplank siding, or their equivalents; provided, however, that the ACC may allow other products in its sole discretion. Materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted, except on soffits. Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the walls of the remainder of the Home.

2.3.2 All chimneys must be constructed of brick, natural stone, cultured brick or cultured stone.

2.3.3 All roof pitches including, without limitation, the pitches of any gables, dormers or bays, must be approved by the ACC in its sole discretion.

2.3.4 All roofs shall be covered with wood shakes, textured shingles (the quality of which must be at least 30-year shingles) or other materials approved by the ACC in its sole discretion.

2.3.5 No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior written approval of the ACC, unless required for backfilling, finish grading, or landscaping.

2.3.6 The terms of this Section 2.3 are subject to the provisions of Article 11.

2.4 APPROVAL BY ARCHITECTURAL CONTROL COMMITTEE (ACC).

2.4.1 All Improvements must comply with the terms of this Declaration and the Architectural Guidelines. No Home, Outbuilding, garage or other

Structure or Improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without prior submission of detailed building and exterior design plans to the ACC and prior written approval of all plans from the ACC. The ACC shall have the sole discretion in approving all building plans and the exterior design of each Improvement to be constructed, added to or modified and all stakeout surveys must be approved by the ACC in writing prior to application to the Town for a building permit. A Lot Owner must also comply with all grading requirements as set forth in Section 2.6.2. ACC's approval shall be based upon the building and use restrictions contained in this Declaration and the Architectural Guidelines, and with respect to any aesthetic features of a design, the ACC may withhold design approval in its sole discretion. Without intending to limit the generality of the foregoing, it is intended that the exterior color of any portion of a Home, Outbuilding, garage or other Improvement may not be changed in any significant respect without the prior written approval of the ACC. A Lot Owner shall deliver three copies of all proposed plans to the ACC together with any other information required by the ACC. Plans, to be considered appropriate for review by the ACC must include, without limitation, the following, if the Improvement involves construction of a Home, Outbuilding, garage or addition or change to either (unless the ACC advises a Lot Owner in writing to the contrary): (i) construction drawings, plans and specifications prepared by a qualified home designer or architect, showing the location of any sump pump discharge, floor plans, elevations, dimensions, roofing type and color, and composition and color of exterior materials; (ii) a landscape plan and site plan showing the location of all Improvements, including drives and plantings, set-backs, topography, stormwater drainage, and other data pertinent to such review by the ACC as it may reasonably request and (iii) grading plans meeting the requirements of Section 2.6.2.

In addition to this Declaration and the Architectural Guidelines, the ACC may consider the following factors, and may deny, withhold or condition approval of any proposed Improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.2 will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated Improvements, including nonrepetition; location with respect to topography and existing surroundings, set-backs, finished grade elevations, access, drainage and plantings; and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON A LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE ACC MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENTS IN THEIR ENTIRETY AND RESTORE THE LOT AT THE LOT OWNER'S EXPENSE.

2.4.2 Any approval or permission of the ACC under this Section, to be binding or effective, must be in writing signed by an authorized member of the ACC. No oral statements, representations or approvals of the ACC or of any of its members or agents shall be binding on the ACC under any circumstances, regardless of any reliance thereon by any Lot Owner. The failure to act by the ACC on any matter shall not be deemed approval of such matter. If reasonably requested by the ACC, the Lot Owner shall furnish within 90 days following construction or installation of any Improvement, an as-built certified survey showing the location of the improvements.

2.4.3 Any action by the ACC shall be final and conclusive as to persons then or thereafter owning Lots covered by this Declaration.

2.5 COMPLETION OF IMPROVEMENTS.

2.5.1 The initial construction of Improvements including a Home on a Lot shall be commenced within 48 months following the purchase of the Lot by any third-party or such longer period as may be granted by the ACC in writing.

2.5.2 The initial construction of Improvements, including a Home on a Lot, shall be completed within twelve months following the commencement of construction of such Improvements on the Lot. Issuance of a certificate of occupancy for the Home by the Town shall be deemed to constitute completion of construction. The ACC may, in its discretion, extend such completion deadline.

2.5.3 The time frames for commencement and completion of construction of Improvements shall not be extended if any Lot Owner sells or conveys a Lot; such time frame shall be triggered by the initial sale of the Lot to a Lot Owner, unless the ACC specifically extends such time frames.

2.5.4 Notwithstanding anything herein to the contrary, a Home constructed on a Lot by a professional builder may use any complete Home as a "model home" for up to 18 months.

2.6 LANDSCAPING; DRAINAGE AND GRADING; RETAINING WALLS.

2.6.1 The Lot Owner shall install all landscaping and drainage Improvements described herein on a Lot within six (6) months following the completion of a Home and/or occupancy of the Home (whichever occurs first), subject to suitable weather for the completion of landscaping or such longer period as may be granted by the ACC in writing. The Lot Owner shall submit a detailed landscape plan to the ACC, in such form as the ACC requires, and must receive the ACC's approval to the landscape plan prior to installation of any landscaping on the Lot. The Lot Owner shall not remove or cut down any trees on the Lot, whether existing as of the date of the purchase of the Lot by the Lot Owner or thereafter planted by the Lot

Owner, which are 4" or more in diameter measured 4 feet above ground level, without the prior approval of the ACC.

2.6.2 Each Lot Owner is responsible for compliance of its Lot with the Grading Plan, which shall include siting the Home and rough and fine grading the entire Lot to comply with the Grading Plan. The Lot Owner shall submit the proposed grade of the top of the foundation of the Home and the proposed grade of the garage floor to the ACC for its approval, and once approved, the Lot Owner shall be responsible for constructing the Home and garage in accordance with the approved grade. The Lot Owner shall also submit proposed finish grade elevations of such locations in the Lot as may be required by the ACC, and once approved, the Lot Owner shall be responsible for grading the Lot in accordance with the approved grades. No deviation from any approved grades shall be permitted without the prior written approval of the ACC. Within 30 days after completion of a Home on any Lot, the Owner shall grade the Lot to conform to the Grading Plan and the grades approved by the ACC, and from that time forward, nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the said plan. The Lot Owner shall be entitled to use any topsoil on a Lot that exists on such Lot; the Developer is not responsible for providing any additional topsoil for any Lot. The Lot Owner shall replenish top soil on any Lot it grades as required by regulations of any authority with jurisdiction over the Lot or by the ACC.

2.6.3 Where fill is necessary on the Lot to obtain the proper topography and finished ground elevation pursuant to the Grading Plan, it shall be clean soil, free of waste material, and shall not contain noxious or hazardous materials of any kind, and all dumping of fill materials shall be leveled immediately after completion of the Home. Any excess soil shall be removed from the Lot. Grade plans shall be submitted to the ACC for approval before altering the contour of any Lot so as to (1) change the pre-existing surface water drainage as affects any adjoining Lots, (2) create a slope of more than three horizontal feet to one vertical foot within eight feet of any Lot line and/or (3) change any previously approved grading plan submitted for such Lot.

2.6.4 Each Lot Owner shall, from the time construction on his Lot has commenced, be responsible for installing and maintaining erosion control measures until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Lot. These measures may include, but are not limited to: installation of silt fence, hay/straw bales, ditch checks; street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the Lot; and sodding or seeding and mulching lawn areas. All erosion control measures shall be installed and maintained according to the standards and specifications set forth in Wisconsin Construction Site Best

Management Practices Handbook and/or applicable governmental ordinances.

2.6.5 In the event that a neighboring Lot or Common Area is disturbed during construction or grading, the Lot Owner shall immediately restore all disturbed areas or cause such areas to be immediately restored with vegetation of like kind and size. In the event that eroded material is deposited onto a street, street right-of-way, or neighboring Lot or Common Area, the Lot Owner of the Lot from which the material came shall be responsible for removing the material and restoring the street, street right-of-way or property to its original condition.

2.6.6 Any Lot Owner violating the restrictions contained herein shall be personally liable for and shall reimburse the Developer and the Association for all costs and expenses, including attorneys' fees, incurred by the Developer or the Association in enforcing the restrictions. The foregoing shall be in addition to any other rights or remedies that may be available to the Developer and the Association.

2.6.7 No retaining walls may be constructed on a Lot unless the ACC has approved same. Retaining walls shall be built of stone, decorative C.M.U. or brick or other material consistent with materials used to construct the Home on the Lot, but retaining walls shall not be built out of concrete block or unfaced poured concrete. The installation of retaining walls must comply with all applicable ACC requirements.

2.7 DRIVEWAY.

Asphalt or approved driveway paving units are required to be installed for the driveway leading to the Home on the Lot. Additional design options may include a maximum width of eighteen (18) inches of concrete or brick pavers on each edge (ribbon) running parallel with the driveway. Ribbons are not required. Brick paver or stamped concrete aprons are also permitted. Driveways shall be designed to be the absolute minimum amount of paving surface possible. The ACC will review and approve all paving materials and the size and location of all paved areas. Each Lot Owner shall be required to install a driveway culvert in accordance with a standard culvert design promulgated by the Developer. Individual Lot Owners will be responsible for the upkeep of driveways in an orderly and attractive condition. Driveways must be installed within nine (9) months upon completion of a Home and/or occupancy of the Home (whichever occurs first), subject to suitable weather.

2.8 SWIMMING POOLS.

In ground swimming pools are permitted, subject to prior written approval by the ACC. Detailed plans and specifications for any pool, including all fencing, deck and landscaping plans related thereto, must be submitted and approved by the ACC in

advance of construction and are subject to all applicable Town regulations. Aboveground swimming pools are prohibited.

2.9 FENCES AND WALLS.

All fences, walls, panels and trellises require prior written approval by the ACC. The location, material, design, and construction details must be approved by the ACC.

2.10 PLAYGROUND STRUCTURES.

Children's outdoor playground equipment and play Structures shall be allowed provided that any part of such equipment or Structure that constitutes an enclosure must be approved in writing by the ACC prior to installation.

2.11 SIGNS.

No sign of any kind shall be displayed on any Lot except one professional sign of not more than a total area of two (2) square feet or one sign of not more than a total area of six (6) square feet advertising the Lot for sale or rent, or a sign used to advertise the Lot during the construction and sales period. All signs shall be located at least twenty (20) feet from any side or front Lot line.

2.12 IMPROVEMENTS NOT SPECIFICALLY ADDRESSED.

The construction and placement of Improvements such as special utilities, receiving dishes, towers, and other facilities not specifically addressed elsewhere within this Declaration shall require the prior written approval of the ACC.

2.13 EASEMENTS.

The minimum front or street setback, side yard, rear yard and wetlands areas described in Section 2.2 above ("Setback Areas") and all Common Areas are and shall be reserved for the use of non-exclusive easements for utilities and access serving, in whole or in part, the Subdivision or any Lot located therein. By accepting title to a Lot, each Lot Owner hereby agrees that such Setback Areas and all Common Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities, if such easements are reasonably required. Within fifteen days of written request therefor by the Developer, or, after creation of the Association as provided herein, within fifteen days of written request by the Association, each Lot Owner shall grant specific easements (and cause their lenders to agree to non-disturbance of such easements) upon such terms as may be reasonably requested. The Developer or the Association may grant or assign easement rights and/or convey interests under this subsection burdening Common Areas and binding all Lot Owners. No Improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by this Declaration.

2.14 MAIL/NEWSPAPER BOX.

Each Lot Owner shall, at his expense, purchase from Developer and install, within 90 days following issuance of an occupancy permit for the Home, a freestanding mail/newspaper box of a design determined by Developer. Developer may, at its option, designate the make, model and style of the mail/newspaper box which the Lot Owner will purchase from someone other than Developer. The Lot Owner shall maintain the mail/newspaper box in good condition and repair at all times.

2.15 CONSTRUCTION DAMAGE.

Each Lot Owner shall be responsible for any damage to any other Lots, the Common Areas or any Improvements installed by the Developer caused by the Lot Owner or his agents, employees or contractors. The Lot Owner shall repair any such damage at the Lot Owner's expense, which repair must be satisfactory to the Association.

2.16 DRAIN TILE.

Underground drain tile lines are located throughout the Subdivision. These drain tile lines were installed at the time the Subdivision was a farm and need to remain in place. By accepting title to a Lot, each Lot Owner hereby agrees that he shall not interfere with, disturb, obstruct, disconnect or damage any drain tile line located on his Lot and hereby grants an easement allowing the drain tile line to remain on his Lot. If a Lot Owner discovers a drain tile line on his Lot at any time during his ownership of a Lot including, without limitation, during construction, the Lot Owner shall immediately notify the Developer thereof in writing. If a drain tile line is interfered with, disturbed, obstructed, disconnected or damaged on a Lot by a Lot Owner, any of his contractors or agents, or any other party, the Lot Owner shall, at his sole cost and expense, restore the drain tile line to a good and working condition as directed by the Developer. If a drain tile line needs to be relocated in connection with the construction of any Improvement on the Lot, the Lot Owner shall, at his sole cost and expense, relocate the drain tile line as directed by the Developer.

3. HOMEOWNERS ASSOCIATION.

3.1 INTENTION TO FORM AN OWNERS ASSOCIATION.

When the Developer deems the Subdivision to be sufficiently developed, the Developer intends to form the Association for the purpose of enforcing this Declaration and maintaining and protecting the Common Areas. Formation of the Association shall occur at the discretion of the Developer, not later than one year after the date that the last Lot owned by the Developer is conveyed to a bona fide third-party purchaser.

3.2 CREATION OF ASSOCIATION.

When the Developer elects to form the Association, the Developer shall authorize the creation of the Association, by the filing of Articles of Incorporation of the Association with the Wisconsin Department of Financial Institutions. The Developer will

give notice of the creation of the Association to all Lot Owners who have notified the Developer of their name and address for notice purposes hereunder. All Lot Owners shall be entitled and required to be members of the Association. The Association shall be known as Pleasant Valley Preserve Homeowners Association, Inc. The Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. The Articles of Incorporation and the By-Laws for the Association, which will become effective when the Developer authorizes the creation of the Association, shall be prepared by the Developer in its sole discretion, consistent with the provisions hereof. Upon creation of the Association, the Developer shall retain control over all aspects of the Association, including but not limited to its operation and management, through appointment or election of all of the Board of Directors until the last Lot owned by the Developer is conveyed to a bona fide third-party purchaser.

3.3 MEMBERSHIP.

3.3.1 Upon formation of the Association, each Lot Owner shall automatically become a member of the Association and shall be entitled to one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all co-Owners of the Lot, regardless of the form of tenancy, estate or interest in the Lot.

3.3.2 Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest of the Lot and then only to the transferee; nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

3.4 POWERS OF ASSOCIATION.

Without limitation and in addition to those powers bestowed upon the Association in the Articles, Bylaws and Chapter 181 of the Wisconsin Statutes, the Association shall have the following powers:

3.4.1 To serve as a means through which the Lot Owners may provide for the maintenance, preservation and architectural control of the Common Areas and Lots within the Subdivision and to promote the health, safety and welfare of the Lot Owners, all in accordance with the Declaration;

3.4.2 To serve as a means through which the Lot Owners may provide for the maintenance, preservation and architectural control of bike paths and recreational trails within the Subdivision;

3.4.3 To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all

licenses, taxes or governmental charges levied or imposed against the property of the Association;

3.4.4 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in the Subdivision (including, but not limited to, any Common Areas) in connection with the affairs of the Association;

3.4.5 To enforce this Declaration by any means deemed appropriate by the Association;

3.4.6 To purchase, sell and convey Lots (including the Improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Areas;

3.4.7 To enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or Improvements therefor including, without limitation, granting or assigning easement rights or other interests burdening any Common Area;

3.4.8 To incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;

3.4.9 To employ the services of any person, firm, or entity to maintain the Common Areas, or to construct, install, repair or rebuild improvements thereon;

3.4.10 To commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

3.4.11 To adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations;

3.4.12 To exercise all other powers necessary or incidental to maintain, repair, renew, restore or upgrade the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners;

3.4.13 To pay expenses of the Association as the same may be incurred and come due;

3.4.14 To create the ACC and pursue the purposes of the ACC under this Declaration;

3.4.15 To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration; and

3.4.16 To have and to exercise any and all powers, rights and privileges a Wisconsin Nonstock Corporation organized under Chapter 181, Wisconsin Statutes, may now or hereafter have or exercise, subject to the terms and conditions of the Declaration.

3.5 DEVELOPER TO ACT FOR ASSOCIATION.

Prior to the creation of the Association and/or prior to the Developer's turnover of control of the Association to the Lot Owners as described in this Article, the Developer shall have all of the powers of, and shall act and perform as, the Association. Similarly, once the Developer has turned control of the Association over to the Lot Owners, the Association shall have all of the powers, and shall act and perform as, the Developer.

3.6 DEVELOPER'S CONVEYANCE TO ASSOCIATION.

Within 90 days of the Association's incorporation, the Developer will convey to the Association and/or Lot Owners in undivided fractional shares by quit claim deed and quit claim bill of sale any and all personal property, fixtures, structures, improvements, real property and real property interests which the Developer in its sole judgment may deem to be appropriate Common Areas as of the date of such conveyance. All Common Areas that constitute real estate shall be conveyed subject to a perpetual restriction, in form and substance determined by the Developer in its sole discretion, providing that no changes may be made to such Common Areas and that such Common Areas may not be conveyed or transferred to any other party without the prior written consent of the Developer, which consent may be withheld in the Developer's sole discretion.

4. ARCHITECTURAL CONTROL COMMITTEE - "ACC."

4.1 CREATION AND PURPOSE OF ACC.

The Developer shall initially create and the Developer and the Association shall maintain an Architectural Control Committee ("ACC") for the purposes of approving plans and specifications that must follow the Architectural Guidelines for Improvements to the Lots in accordance with the terms of this Declaration, and shall carryout such other rights, duties and obligations as are expressed herein.

4.2 MEMBERSHIP.

Until the Developer has sold the last of the Lots owned by the Developer to a bona fide third-party purchaser, the ACC shall consist of one (1) member being the Developer, its successor or assignee. Upon the sale by the Developer of the last of the Lots owned by it, the ACC shall consist of three (3) members who shall be annually appointed by the Board of Directors of the Association and who may also be members of the Board of Directors of the Association.

4.3 MEETINGS.

The ACC shall meet from time to time as the members deem necessary or desirable in order to carry out the functions required of them as set forth in this Declaration.

4.4 EXCULPATION.

In no event shall the actions of the ACC, or any of its members, be deemed to be a warranty, guarantee or assurance that plans, specifications or other documents reviewed and/or approved by it are fit for any particular use or function, or that such instruments comply with any laws, rules, ordinances or regulations. The members of the ACC shall not be liable to any Lot Owner for any actions taken by it/them in their role as a member of the ACC.

5. COMMON AREA EXPENSES AND ASSESSMENTS.

5.1 SPECIAL AND GENERAL ASSESSMENTS.

The Association shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Lot Owners and their Lots. The Association may, at any time, levy assessments for such purposes against the Lot Owners and their Lots, other than the Developer and Lots owned by the Developer. The Developer shall not be responsible at any time for any assessments, General, Special or otherwise.

5.1.1 "Special Assessments" may be made and levied by the Association against a particular Lot Owner (other than the Developer) and his, her or their Lot (without levying against other Lots) for:

a) Costs and expenses (anticipated or incurred) for maintenance or repair of damage to Common Areas and/or recreational trails caused by or at the direction of the Lot Owner or the Family or guests of the Lot Owner;

b) Costs and expenses (anticipated or incurred) for maintenance or repair to Improvements or landscaping on the Lot Owner's Lot consistent with Section 1.4 above;

c) Damages, costs, expenses and attorneys fees incurred in, or in anticipation of, any suit, action or other proceeding (whether administrative, legislative or judicial) to enforce this Declaration against the Lot Owner;

d) Interest due on General or Special Assessments; and

e) All other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration.

Each Special Assessment may include a charge in the amount of $100 to cover the Association's internal administrative costs associated with handling the matters related to the Special Assessment and preparing the Special Assessment.

5.1.2 "General Assessments" shall be made and levied by the Association equally against each Lot Owner (other than the Developer) and his, her or their Lot for the following "common expenses" benefiting several Lots, which may be anticipated, incurred or paid by the Association for:

a) Maintenance, repairs, upkeep or operation of the Common Areas and/or recreational trails, including but not limited to, reserves and start up fees therefor;

b) Any insurance maintained by the Association;

c) Taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association or any Common Areas;

d) All costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

e) Costs and expenses for additional Improvements to Common Areas;

f) All items subject to Special Assessments which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Association may determine, for payments made under this paragraph;

g) All damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or other proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

h) Costs and expenses of services, if any, made available to all Lots and/or for any Common Areas;

i) Costs and expenses of the Association and the ACC in performing their duties hereunder; and

j) Any other costs and expenses incurred by the Association in the fulfillment of its obligations under this Declaration for the benefit of all of the Lots.

Notwithstanding the foregoing, the Farm Property Owner shall only be required to pay fifty percent (50%) of the amount of any general assessment levied against the other Lot Owners.

5.1.3 The Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessments.

5.1.4 The Board of Directors shall, not later than December 15, determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall forward a copy to each Lot Owner or one of the co-Owners of the Lot, prior to the annual meeting for the Association.

5.2 PAYMENT OF ASSESSMENTS.

Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Association against such Lot Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments. All co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise). General Assessments shall be billed annually, or at such more frequent intervals as the Association determines from time to time. A late fee of $25.00 may be assessed against each Lot Owner for each delinquent payment.

No Lot Owner may exempt itself or its Lot from liability for contribution for charges and assessments levied by the Association by waiver of use of any of the Common Areas, or by the abandonment of the Lot; no conveyance shall relieve the seller or the Lot of such liability, and the Lot Owner shall be jointly, severally and personally liable along with the purchaser in any such conveyance for the charges and assessments incurred until the date of the sale, until all charges and assessments against the Lot have

been paid. Any interested person shall be entitled to a statement of unpaid assessments with respect to any Lot upon written request to the Secretary of the Association.

5.3 DELINQUENT ASSESSMENTS, INTEREST, LIEN AND COLLECTION.

5.3.1 All General and Special Assessments which are not paid when due shall bear interest at the rate of 12% per annum until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

5.3.2 The Association shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board of Directors shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

6. RULES AND REGULATIONS.

The Association may, from time to time, adopt or change rules and regulations (hereafter "Rules and Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules and Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations upon receipt of notice thereof. A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

7. STORMWATER/DRAINAGE.

7.1 DRAINAGE PLAN.

Prior to constructing any Improvements upon a Lot, the Lot Owner shall submit to and obtain written approval from the Developer of a detailed plan describing all drainage and stormwater facilities upon the Lot.

7.2 CONFORMANCE WITH STORMWATER PLAN.

Each Lot Owner shall be responsible for controlling drainage and stormwater from its Lot, including construction of retention facilities if deemed necessary by the Developer, in conformance with the Stormwater Plan. The existing drainage pattern on a Site shall not be changed significantly, and no change to the drainage pattern on other lands within the Subdivision shall be caused by a Lot Owner, which varies from the Stormwater Plan as that plan is amended by the Developer from time to time.

7.3 EROSION CONTROL.

Each Lot Owner shall take whatever steps are deemed reasonably necessary by the Developer to prevent erosion during the construction of any Improvements.

8. LANDSCAPING OF COMMON AREAS.

8.1 MASTER LANDSCAPE PLAN.

In order to preserve the natural amenities of the Subdivision and to provide for the enhancement of property values for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner, the Developer has created a master landscape plan, which may be amended from time to time (the "Master Landscape Plan"). The Master Landscape Plan and all revisions shall be available for review at the office of the Developer. The Master Landscape Plan may include various hedge and screen plantings, berms, trees, shrubbery and related landscaping which are to be constructed by the Developer on certain Common Areas in the Subdivision. The Master Landscape Plan also includes the construction of Improvements and landscaping for the entranceway to the Subdivision. The Developer reserves the right to change the Master Landscape Plan in its sole discretion.

8.2 MAINTENANCE AND REPAIR.

The Association shall be responsible for maintaining and repairing the components of the Master Landscape Plan. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting, and replacement of all trees and shrubbery so as to maintain the components of the Master Landscape Plan in an attractive condition consistent with the original design. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment pursuant to this Declaration.

9. MISCELLANEOUS.

9.1 LOT OWNERS' LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association or the Developer) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

9.2 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the registered agent of the Association or such legal counsel as the Association may designate to receive service of process by filing such designation with the State of Wisconsin Department of Financial Institutions.

9.3 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

9.3.1 The Association (or, until formation of the Association, the Developer) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the Association or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the Association or the ACC to take any action requested by a Lot Owner.

9.3.2 Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the Association or ACC.

9.3.3 Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any reverter or reversion of title to any Lot.

9.4 FAILURE TO ENFORCE NOT WAIVER.

Failure of the Association to enforce any provision contained herein shall not be deemed a waiver of the Association's right to enforce this Declaration in the event of a subsequent default.

9.5 RIGHT TO ENTER.

The Association shall have the right to enter upon any Lot for the purpose of ascertaining whether the Lot Owner of said Lot is complying with this Declaration, and, if the Association so elects under this Declaration for the purpose of performing obligations hereunder on behalf of a party in default hereof.

9.6 RIGHT TO VARY.

The Developer may, in its sole discretion, grant variances from the strict application of this Declaration where strict application of any provision would result in exceptional or undue hardship to the Lot Owner of any Lot, or where otherwise deemed appropriate by the Developer. No variance may be granted which would conflict with any applicable zoning requirement or other ordinance.

9.7 LIABILITY OF DEVELOPER.

Each Lot Owner acknowledges and agrees that the Developer, in its capacity as the developer of the Subdivison and in its capacity in controlling the Association and the ACC prior to Developer's turnover of control of the Association and the ACC to the Lot Owners, shall have no liability for any decisions made by it so long as such decisions are made in good faith and do not violate any laws. Once the Developer has turned over control of the Association and ACC to the Lot Owners, the Developer shall thereafter have no liability whatsoever for any actions taken or not taken by the Association or the ACC. In no event shall Developer be liable for any costs, damages, expenses, fees, fines or losses incurred by or on behalf of the Association, the ACC or the Lot Owners or for any deficits or shortfalls incurred or realized by or on behalf of the Association, the ACC or the Lot Owners in connection with the Subdivision or this Declaration.

9.8 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

9.9 COVENANTS RUNNING WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

9.10 AMENDMENTS TO DECLARATION.

This Declaration may be amended by the Developer, in its sole discretion, until such date as the Developer has sold the last Lot owned by the Developer in the Subdivision. Until such time as the Developer has sold the last Lot owned by the Developer, no other parties including, without limitation, any owner of a Lot in the Subdivision (other than the Developer) or the owner's mortgagee, shall have any rights to amend this Declaration. From and after the date on which the Developer has sold the last Lot owned by the Developer, this Declaration may be amended by recording in the office of the Register of Deeds for Ozaukee County, Wisconsin, a document to that effect executed by the owners of at least 75% of all Lots in the Subdivision, and their mortgagees, with all signatures duly notarized. Such amendment shall become effective only upon recording.

9.11 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of 30 years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 30-year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument (executed by the Lot Owners of at least 75% of all Lots in the Subdivision and their mortgagees) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial 30-year term, whichever occurs later.

9.12 INTERPRETATION.

This Declaration shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under this Declaration or approved in writing by the Developer or the Board of Directors of the Association.

9.13 CAPTIONS.

The captions of articles and sections herein are for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular article or section to which they refer.

9.14. RECORDING.

Any reference herein to recording a document shall mean recording in the office of the Register of Deeds for Ozaukee County, Wisconsin.

9.15 NOTICES.

Every Lot Owner shall give written notice to the Developer of its name and address for notice purposes (identifying the Lot it has acquired) within ten (10) days of becoming a Lot Owner.

10. ARCHITECTURAL DESIGN AND LANDSCAPE GUIDELINES.

All exterior colors must be approved by the ACC. This requirement applies to siding, doors, shutters, trim, roofing and other appurtenant structures. However, ACC approval is not required in order to repaint or restain an object to match the original color.

Metal or plastic awnings are prohibited. The ACC must approve fabric awnings.

Any change to the exterior appearance of a Home, Outbuilding or other Improvement must be approved by the ACC.

Each Lot Owner shall install such exterior lighting as he deems appropriate. The ACC shall not review or approve exterior lighting; however, the ACC may, in its sole discretion, require a Lot Owner to modify or eliminate any exterior lighting that the ACC determines to be inappropriate including, without limitation, any exterior lighting that disturbs any adjoining Lot Owner.

All play equipment structures must be approved by the ACC.

Permanent, freestanding flag poles are prohibited unless approved by the ACC.

Fixed clothes lines are prohibited.

11. SPECIAL PROVISIONS REGARDING FARM PROPERTY.

The Farm Property is subject to all of the terms and conditions of this Declaration, with such exceptions as are expressly set forth in this Article 11. As of the date of this Declaration, there exists one Home and four Outbuildings and other Improvements on the Farm Property. Such Home, Outbuildings and other Improvements may remain on the Farm Property notwithstanding the fact that they may not comply with the terms of this Declaration; provided, however, that if the Farm Property Owner desires to make any modifications, additions or changes to the Home, the Outbuildings or the other Improvements, and such modifications, changes or additions would otherwise require the approval of the ACC or the Association pursuant to the terms of this Declaration, then the Farm Property Owner must obtain such approval prior to making such changes, modifications or additions. Any additional Improvements the Farm Property Owner desires to make to the Farm Property are subject to the requirements of this Declaration. In the event the Home or any Outbuildings or other Improvements are damaged or destroyed, they may be reconstructed only in accordance with the terms of this Declaration, but in no event shall the Farm Property Owner be entitled to reconstruct more than three Outbuildings. The Farm Property Owner may not construct any

additional Outbuilding on the Farm Property. Notwithstanding anything to the contrary in this Declaration, there shall be no restrictions on the number of animals, pets or livestock that the Farm Property Owner may keep on the Farm Property, with the exception that no more than five horses may be kept on the Farm Property and in no event may the Farm Property Owner keep any animals on the Farm Property if such animals create a nuisance as determined by the ACC. The Farm Property Owner may also use the Farm Property as a "hobby farm" including, without limitation, the occasional sale of farm products, such as eggs and the like, provided such use complies with the Zoning Code and does not create a nuisance as determined by the ACC.

[SIGNATURES ON NEXT PAGE]

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

DEVELOPER:

PLEASANT VALLEY PRESERVE, LLC

By:_____
S. Duane Stroebel, Jr., Member

FARM PROPERTY OWNER:

_____
S. Duane Stroebel, Jr.

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on November _____, 2005 by S. Duane Stroebel, Jr., as a member of Pleasant Valley Preserve, LLC.

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____.

State of Wisconsin)
: SS
_____ County)

This instrument was acknowledged before me on November ____, 2005 by S. Duane Stroebel, Jr..

[Seal]

_____
( )
Notary Public, State of Wisconsin
My commission _____

Drafted by
William R. Cummings, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street
Milwaukee, WI 53202

EXHIBIT "A"

LEGAL DESCRIPTION OF
DEVELOPER PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF FARM PROPERTY