May 15, 2025

PROTECTIVE COVENANTS

FOR

TALBOT'S WOODS

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PROTECTIVE COVENANTS FOR
TALBOT'S WOODS

THESE PROTECTIVE COVENANTS made this_____day of_____, 2025, by MLG Dousman Investment LLC (hereinafter the "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described herein, which property is located in the Village of Dousman, Waukesha County, Wisconsin ("Village"); and

WHEREAS, Developer desires to create these Protective Covenants, as set forth herein, for the benefit of the property and the benefit of each owner of any part of the property, and for the purpose of creating a desirable utilization of the land in an aesthetically pleasing residential environment.

NOW, THEREFORE, the Developer hereby declares that the real property herein described shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants and reservations of these Protective Covenants as hereinafter set forth.

ARTICLE 1. PROPERTY SUBJECT TO PROTECTIVE COVENANTS.

1.1 Existing Property. The real property subject to the provisions of these Protective Covenants is described on Exhibit A attached hereto (hereinafter the "Subdivision" or "Talbot's Woods"). The Subdivision will initially consist of Lots 1 through 58 inclusive (hereinafter "Lots") and Outlots 1 through 11 and Outlots 13 through 16 inclusive (hereinafter "Outlots"), except as otherwise excluded.

1.2 Additional Property. Developer reserves the right, at any time during the term of these Protective Covenants, to subject other real property (the "Additional Properties") to the provisions of these Protective Covenants and to add the Additional Properties to the Subdivision. The Additional Properties shall be located in Waukesha County, Wisconsin and, when added to the Subdivision, shall be adjacent to the Subdivision. Developer shall add Additional Properties to the Subdivision by recording with the Register of Deeds for Waukesha County one or more amendments to these Protective Covenants, with each amendment setting forth the legal description of the

Additional Properties thereby added to the Subdivision, together with identifying the additional lots and outlots which shall be subject to these Protective Covenants.

ARTICLE 2. GENERAL. The intention of these Protective Covenants is to achieve the best use and most appropriate development and improvement of each Lot within the Subdivision; to preserve, as far as is practicable, the natural beauty of the Subdivision; to guard against haphazard and inharmonious improvement of the Lots and the erection thereon of unattractive or poorly designed or poorly proportioned structures on any part of the Lots; to obtain harmonious and attractive use of material and color schemes; to encourage and secure the construction within the Subdivision of attractive homes with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and in general to endeavor to provide for quality development of the Subdivision.

ARTICLE 3. DEFINITIONS. The following terms as used in this document shall have the definitions set forth below:

3.1 Association. The term "Association" shall mean the non-profit corporation to be known as Talbot's Woods Homeowners Association, Inc., which shall serve as an organization of all owners of Lots in the Subdivision and to collect assessments from Lot Owners for payment of Association obligations and maintenance of Common Areas, as set forth herein.

3.2 Common Area. The term "Common Area" shall mean all areas of the real property as described on Exhibit A and depicted on Exhibit B throughout the Subdivision for which the Association is required to maintain as set forth in these Covenants, including Outlots 1 through 10 and 13 through 16 inclusive, and all easements that are for the benefit of the Association.

3.3 Developer. The term "Developer" shall mean MLG Dousman Investment LLC.

3.4 Home. The term "Home" shall mean one single family living unit within Talbot's Woods which is intended to be occupied by one (1) family.

3.5 Lot. The term "Lot" shall mean an individual residential lot numbered from 1 through 58 inclusive in the Subdivision as shown on the Plat and shall also include any future residential lot included as Additional Properties.

3.6 Lot Owner. The term "Lot Owner" shall mean the current owner(s) of any Lot in the Subdivision, whose name(s) appear in the recorded deed of conveyance.

3.7 Outlot. The term "Outlot" shall mean an outlot as shown on the Plat, and shall also include any outlot included as future Additional Properties. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat. The Association shall be responsible for all maintenance of the Outlots as required herein and as required in the Amended and Restated Development Agreement for Talbot's Woods by and between MLG Dousman Investment LLC and Village of Dousman dated July 12, 2024, recorded with the Register of Deeds for Waukesha County on August 14, 2024 as Document No. 4779427, as may be further amended ("Development Agreement").

3.8 Plans and Specifications. The term "Plans and Specifications" shall mean complete written construction plans and detailed specifications of any Home, outbuilding, accessory structure, retaining wall, pool fence, sign, pool, deck, patio, yard light or other improvement in Talbot's Woods, as further set forth in Section 4.1.

3.9 Plat. The term "Plat" shall mean the Talbot's Woods final plat recorded with the Register of Deeds for Waukesha County, Wisconsin, attached hereto and incorporated herein as Exhibit B.

3.10 Review Board. The term "Review Board" shall mean that board composed of three (3) members initially appointed by the Developer to review and approve or disapprove of Plans and Specifications for construction of Homes and any other structures or improvements in the Subdivision. The Review Board may hire one member of the Review Board or a third-party consultant to perform the duty of reviewing Plans and Specifications on behalf of the Review Board and the appointed member or third-party consultant shall be compensated by the Lot Owner according to the fee schedule set by the Review Board ("Review Fee")

3.11 Subdivision. The term "Subdivision" shall mean the real property set forth on Exhibit A, and more particularly described as Talbot's Woods, which means the residential lots numbered 1 through 58 inclusive and Outlots 1 through 11 and Outlots 13 through 16 inclusive as shown on the Plat, as well as any future residential Lot and Outlot included as Additional Properties.

ARTICLE 4. DESIGN CONTROL.

4.1 Plans and Specifications. No Home, structure or improvement of any sort shall be constructed upon any Lot, nor shall any change or alteration be made thereto, unless complete Plans and Specifications have been submitted to and approved in writing by the Review Board. The Plans and Specifications submitted shall include, in addition to detailed construction plans, a site plan prepared by a licensed surveyor or engineer showing the exact dimensions, setbacks and location of each structure or improvement, existing grades on and adjacent to the Lot, the proposed finished yard and any finished exposure grades for the building, building elevations or renderings of the building or structure to be constructed, a landscaping plan showing at least the minimum landscaping requirement defined in Section 5.7 of these Protective Covenants and detailed specifications as to materials, colors and equipment to be installed on the structure (collectively the "Plans and Specifications").

4.2 Review Board. The decision of a majority of the members of the Review Board shall be the decision of the Review Board and shall be final and binding upon all interested parties. When all the Lots in the Subdivision have been sold by the Developer, or its successors or assigns, and Homes have been built on all the Lots in the Subdivision, or at such earlier time determined by the Developer, the Review Board shall thereafter consist of three (3) persons, who shall be the persons appointed as Directors of the Association as described in Section 8.3. Notwithstanding any other provision contained in these Protective Covenants, the Developer, in its sole discretion, has the right to retain the Review Board duties, or to assign the Review Board duties to its successors or assigns, for approving a Home on all remaining Lots without a Home after the new Directors of the Association have been appointed or elected pursuant to Section 8.3.

4.3 Submission of Plans. A Lot Owner or Home builder shall submit Plans and Specifications to the Review Board at the earlier of (i) at least fourteen (14) days prior to the time that such Plans and Specifications are submitted to the Building Inspector of the Village of Dousman for a building permit, or (ii) thirty (30) days prior to commencement of construction of the Home or any other improvement. Landscaping plans shall be submitted to the Review Board forty-five (45) days prior to commencement of any landscaping work. Prior to commencing construction, all Plans and Specifications, including materials and exterior colors, must be approved in writing by the

Review Board. All Plans and Specifications shall be submitted via electronic mail to jb@pointre.com. The Review Fee shall be $250 for each new Home application and $150 for all other applications (landscaping, pools, fences, etc). The Review Fee for the landscaping plan review shall be paid at the closing of each Lot. The Review Fee shall be mailed to the following address at the time of the submittal:

Talbot's Woods Review Board
19000 W. Bluemound Road
Brookfield, WI 53045

4.4 Review. The Review Board shall review and approve such Plans and Specifications or disapprove those that in its sole judgment are not in conformity with these Protective Covenants or are inconsistent with the purposes set forth in Article 2 within twenty (20) calendar days from the receipt of a complete submittal. The Review Board may require enhanced architectural treatment on any or all building elevations. In reviewing the Plans and Specifications, the Review Board may take into consideration, among other things, the following:

The suitability of the proposed Home or other structure in the Subdivision;

The design, layout, elevation and the materials of which the home or improvement is to be constructed;

The location of the improvements upon the Lot and within the Subdivision, including in relation to other Homes and improvements in the Subdivision;

The harmony and Home diversity with surrounding structures in the subdivision, including the view from and of other Lots;

The exterior appearance of the Home including roofing materials and the color scheme; and

The compliance of the Home or other structure with the standards set forth in these Protective Covenants.

The decision of the Review Board shall be final and binding with regard to approval or disapproval of the Plans and Specifications. The Review Board does not review nor is it responsible for the technical, engineering, mechanical or structural nature of the design, nor for the components

of the building plans, functional layout of the Lot, drainage plan, home elevation or other non-aesthetic features, nor for compliance with any applicable ordinances, easements, etc.

4.5 Approval. If the Plans and Specifications are approved, the Review Board shall notify the Lot Owner and/or Home builder in writing via electronic mail at the address provided by the Lot Owner. A copy of the approval letter and associated plans shall be submitted to the Village Building Inspection Department prior to receiving a building permit. Matters which require approval of the Review Board may also require approval of the Village. Obtaining approval from the Review Board and from the Village is the sole responsibility of the Lot Owner. Approval by the Review Board shall not be deemed approval by the Village, and approval by the Village shall not be deemed approval by the Review Board. Review Board interpretations of Village ordinances are not binding on the Village.

4.6 Disapproval. If the Review Board disapproves of Plans and Specifications, the Review Board shall specify the reasons for such disapproval to the Lot Owner or Home builder in writing. The Lot Owner shall then be entitled to submit revised Plans and Specifications for review by the Review Board. The decision by the Review Board to approve or disapprove Plans and Specifications shall be final and conclusive. The Review Board members shall not be liable for actions taken or decisions made in performing its duties.

4.7 Waiver. The Review Board shall be entitled to grant a waiver or a variance from the requirements of these Protective Covenants and the standards set forth herein upon written application by the Lot Owner, specifying the requested waiver or variance and the reasoning associated with the request, therefore to the Review Board as a part of a submission of Plans and Specifications to the Review Board. The Review Board may grant the waiver or variance for reasons deemed adequate and reasonable to the Review Board, and in consideration of the purposes of these Protective Covenants as set forth in Article 2. The decision of the Review Board shall be final and binding with regard to any waiver or variance, whether or not such waiver or variance is specifically granted by the Review Board in writing, or is a part of or necessitated by Plans and Specifications approved by the Review Board.

4.8 Home Diversity. Homes too alike in appearance, with similar front elevations or colors, that are not at least two shades different, will not be approved on abutting lots or on lots directly across the street ("Abutting Lots"). The Review Board shall consider proximity of similar homes within the development, construction materials and color, minimizing long blank walls whenever possible, sightlines, driveway location, massing, roof lines and window and door size, shape and placement when reviewing and approving Home Plans and Specifications for homes on Abutting Lots.

4.9 Home Size. The total minimum finished living area of a Home on a Lot shall not be less than the following:

(a) Area 1 (Lots 1 through 6 and Lots 35 through 58)

Ranch: 1,850 square feet

Multi-story: 2,200 square feet

(b) Area 2 (Lots 18 through 26)

Ranch: 1,650 square feet

Multi-story: 2,000 square feet

(c) Area 3 (Lots 7 through 17 and Lots 27 through 34)

Ranch: 1,450 square feet

Multi-story: 1,650 square feet

The design of a multi-story Home shall allocate the square footage in a way that is architecturally attractive and the square footage of the first floor shall not appear to be less than the square footage of the garage.

4.10 Home Square Footage Measurement. The finished living square footage of a Home shall be measured along the perimeter of the Home at and above grade (measured along the exterior walls exclusive of garages, porches, patios, breezeways and similar additions).

4.11 Attached Garage. Each Home shall have an attached garage of no less than 480 square feet, for not fewer than two and one half (2 ½) cars and for no more than three (3) cars visible from the road fronting the Home. Garage and service doors, located on the side or rear of the Home, must have a raised panel or similar design.

4.12 Building Materials. Lot Owners shall construct the exterior walls and attached garage with full or thin-cut brick, natural or cultured stone, stucco, wood, or other natural materials which include but are not limited to textured engineered wood, composite and cement board material, all of which must be approved by the Review Board. Vinyl siding is prohibited. Metal siding with a wood grain pattern may be used on a limited basis as an accent material upon approval by the Review Board. Six-inch minimum wide wood, fiber cement or composite corner boards shall be constructed on all exterior outside corners on the front elevation of the Home and four-inch minimum wide corner boards shall be constructed on all exterior outside corners of the side and rear elevations. Upon approval of the Review Board, the corner board requirement may be waived when the corner boards are located adjacent to board and batten siding. Masonry material is required on each Home in an amount that is architecturally appropriate for the design of the Home and shall terminate at a corner board a minimum of six inches wide on the front elevation and a minimum of four inches on the side elevations. Fireplace vents shall be flush with the exterior wall and located on the side or the rear wall of the home or the rear roof line. Aluminum fascia and soffit material is allowed.

4.13 Windows. Windows may be wood, vinyl or aluminum clad. A minimum of two windows shall be located on each Home elevation. The Review Board may require additional windows or other architectural features on walls that would otherwise be featureless and shall place more importance on an attractive, balanced exterior design than over concerns about design or placement of interior features. Trim of at least six (6) inches in width on the front elevation and four (4) inches in width on the side and rear elevations must be used on all windows without shutters and on all doors, vents, and louvers. Windows with shutters shall use a decorative headboard of a natural material measuring at least six (6) inches in width and a windowsill board of a natural material at least four (4) inches in width.

4.14 Roof. All roof material shall be at least a 30-year equivalent, architectural dimensional shingles with shadow lines, staggering and varying color shade as deemed acceptable by the Review Board. The roofs on all Homes must have a minimum pitch of six (6) feet in height for each twelve (12) feet in length (6/12) or greater on the main/front to back pitch of the Home and a minimum pitch of eight (8) feet in height for each twelve (12) feet in length (8/12) or greater on the

side/side pitches of the Home, including all front facing gables. At their discretion, the Review Board may approve a front to rear roof pitch of less than 6/12 on homes with a dual pitch roof.

4.15 Setbacks. The required minimum building setbacks are as follows:

Street Setback	30 feet
Side Setback (Lots 18 through 58)	10 feet
Side Setback (Lots 1 through 17)	8 feet, total of 18 feet with a minimum of 18 feet between setbacks on adjacent Lots
Rear Setback	25 feet
Driveway	5 feet

4.16 Driveways. Driveways shall be approved in advance by the Review Board and shall comply with all Village of Dousman requirements as to minimum clearances and setbacks from structures and side property lines. Driveways more than 22 feet wide at the property line will generally not be approved. Within twelve (12) months from the issuance of an occupancy permit, the driveway on the Lot must be paved with concrete or brick pavers. In no event shall parking slabs be permitted unless a waiver or variance is granted by the Review Board.

4.17 Lot Grading, Landscaping, Driveway and Sidewalk Bond. At the closing of each Lot, the Lot Owner shall deposit $2,000 with the Developer as a lot grading, erosion control, landscaping, driveway and sidewalk bond ("Bond") to ensure each Lot Owner complies with Sections 4.16, 5.4, 5.5, 5.6 and 5.7 of these Protective Covenants and for the repair of any curb or sidewalk damage caused by the Lot Owner or the Lot Owner's builder or landscape contractor during the construction of the Home. If the grading, landscape installation and driveway construction have all been completed within 12 months of occupancy per the approved Plans and Specifications, and no damage was caused to the curb or sidewalk, the Bond will be returned in full to the Lot Owner. If the grading, landscaping and/or driveway have not been constructed within 12 months of occupancy or have not been constructed according to the approved Plans and Specifications, or the curb or sidewalk was damaged by the Lot Owner, or the Lot Owner's builder or landscape contractor, the Developer reserves the right, but not the obligation, to finish grade the Lot, install the minimum landscaping, construct the driveway and repair the curb and sidewalk ("Bond Work"), by drawing upon the Bond and performing the necessary work. The Developer will notify the Lot Owner in

writing as to the estimated amount required to perform the Bond Work ("Bond Work Estimate"). The Developer shall retain the Bond until all the Bond Work has been completed per the approved Plans and Specifications and all repair work has been completed. Upon written request of the Lot Owner, Developer shall return any balance remaining in the Bond, after the payment for all Bond Work has been made, to the Lot Owner within sixty (60) days after completion of the Bond Work. Any cost exceeding the Bond shall be paid by the Lot Owner to the Developer within thirty (30) days after billing. Any unpaid balance may be charged as a fine and enforced as set forth in these Covenants and the By-Laws for the Association, including by filing a maintenance lien against the Lot, or may be enforced by way of a construction lien filed against the Lot. In any case, the Lot Owner who purchased the Lot shall also be personally liable for any cost exceeding the Bond even if that particular person no longer owns the Lot.

ARTICLE 5. SUBDIVISION STANDARDS.

5.1 General. All Lots in the Subdivision shall be subject to the standards set forth herein. Homes that are too similar in appearance will not be permitted to be constructed in close proximity to one another.

5.2 Construction. During construction of a Home or any other improvement, the construction site shall be kept free of refuse and litter. Rubbish and construction materials shall be stored on the site only as long as necessary under the circumstances. Any natural vegetation and tree debris removed during the stripping of the building pad shall be removed immediately. Construction sites shall remain as organized and neat in appearance as possible throughout the construction period. The Lot Owner shall clean up any debris within forty-eight (48) hours after receiving a notice from the Village or Developer. If any mud, stone, dirt or other debris is deposited within the public right of way during construction of the home or landscaping, the same shall be immediately cleaned and removed by the Lot Owner at the Lot Owner's sole expense.

5.3 Completion; Occupancy. Any Home construction on any Lot in the Subdivision shall be enclosed and under roof with the finished exterior material in place within twelve (12) months after issuance of a building permit by the Village of Dousman. No Home shall be occupied until the exterior surfacing of the Home is completed and the Lot is finished to rough grade, except when

weather does not allow, then rough grading shall be completed as soon as practicable when weather allows.

5.4 Lot Grading. Each Lot Owner must strictly adhere to and finish grade the Lot in accordance with the Master Grading Plan or any amendment thereto approved by the Village Engineer on file in the Office of the Village Clerk. All fill materials shall be leveled immediately upon completion of the Home and shall be graded and contoured in accordance with the Plans and Specifications. The Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance or correction of any drainage condition, and the Lot Owner is responsible for cost of the same. Final grading of a Lot shall be completed within two (2) months following the date of occupancy of a Home, except when weather does not allow, then final grading shall be completed as soon as possible when weather allows. Any amendment to the Master Grading Plan proposed by a Lot Owner must be accompanied by a grading plan for the Lot, and the grading plan must first be approved by the Review Board and then by the Village Engineer. Any Lot Owner who fails to adhere to the requirements set forth in this Section 5.4 or in Section 5.5 shall be personally liable for any and all consequences of such failure including but not limited to the cost of any required corrective measures. In addition, the Developer or the Association may fine the Lot Owner or otherwise pursue all available remedies set forth in these Protective Covenants or the By-Laws for the Association.

5.5 Erosion Control and Surface Drainage. During construction of a Home on a Lot, each Lot Owner shall take adequate measures and shall comply with all applicable erosion control ordinances. The topography and ground elevation of each Lot shall be finished as required by the Plans and Specifications approved by the Review Board for the efficient discharge and drainage of surface groundwater throughout the Subdivision.

5.6 Walkways. All walkways must be installed within twelve (12) months of the issuance of an occupancy permit by the Village for any Home; walkways shall be constructed with concrete, brick pavers or other hard and impervious paving substance approved in advance by the Review Board.

5.7 Landscaping. Each Lot Owner is required to fully seed or sod its Lot, and complete all landscaping, within twelve (12) months of the issuance of an occupancy permit by the Village of Dousman. A detailed landscaping plan must be submitted to and approved by the Review Board prior to installing or replacing any landscaping on the Lot, and such landscaping plan shall provide for the installation of planting beds, including at least a total of twelve (12) shrubs or bushes planted around the foundation of the home and two trees planted in the front or side yards having a minimum caliper of 2 ½ inches at the time of planting.

5.8 Fences and Walls. No fence or wall shall be permitted except for around in-ground swimming pools and except for fences located in the side or rear yard of the Lot, so long as the fence is located behind the plane of the rear elevation. In addition, fences on corner Lots shall not extend past the plane of the right or left elevation adjacent to the street. In order to construct any fence or wall, the Lot Owner shall submit Plans and Specifications, including materials, colors, location and any additional landscaping, to the Review Board, and such Plans and Specifications must be approved in writing by the Review Board. Approval may be given only for fences of an open type of construction with a black wrought iron appearance, which are no more than five (5) feet in height and incorporate additional landscaping in front of that part of the fence that can be seen from a road abutting the Lot. On a case-by-case basis, the Review Board, in its sole discretion, may consider and approve the construction of a fence of an appearance other than black wrought iron. Chain link and privacy fences, and fences of any material other than those with a wrought iron appearance, are strictly prohibited. Approval may be given for retaining or landscape walls if such walls are constructed of stone, brick or other similar natural material. The Review Board has the right to deny any and all fence requests at their sole discretion.

5.9 Swimming Pools/Spas. Swimming pools, hot tubs or spas may be installed, altered or modified only with the prior written approval of the Review Board. Above ground swimming pools shall not be permitted. All swimming pools shall comply with all Village of Dousman Ordinances, including but not limited to Village Code Section 17.20(3).

5.10 Mailboxes. At the time of closing of the Lot purchase, a mailbox within a cluster shall be purchased by the Lot Owner from the Developer, or a supplier designated by the Developer, and installed by the Developer in a location to be determined by the US Postal Service.

5.11 Outbuildings and Accessory Structures. Other than Homes and other structures and improvements approved in advance by the Review Board pursuant to Section 4.1, no structure of any kind, including, but not limited to, storage bins, skateboard ramp, stable, barn or kennel shall be moved onto or constructed upon any Lot within the Subdivision. One shed or other structure, such as a pergola or pool house, may be allowed with prior written approval of the Review Board provided the structure is no more than 150 square feet, is constructed on a concrete foundation, consists of only one floor and is located no closer than ten feet from the Home. The exterior materials and design shall be architecturally consistent with the Home on the Lot and the roof pitch must match the roof pitch of the Home. Accessory structures shall be located behind the Home, or in such a manner so as to minimize the visibility from the road in front of or to the side of the Home, or in a location as determined by the Review Board in their sole discretion. The Review Board may require landscaping around the accessory structure on a case-by-case basis. The Review Board shall review the Lot Owner's proposed landscaping around the accessory structure, which shall be consistent with the existing landscaping on the Lot. Accessory structures shall comply with all Village Ordinances or other applicable regulations.

5.12 Antennas/Satellite Dishes/Solar Panels. External antennas or satellite dishes, less than thirty (30) inches in diameter, and solar panels of any type or for any purpose may be installed and maintained on a Lot in the Subdivision only with the prior written approval of the Review Board. In no event may any antenna, satellite dish or solar panel be installed so that it is visible from the street in front of or on the side of the Home, in the case of a corner Lot. Any proposal for any such installation must be submitted to the Review Board for approval, and shall show the size, location and appearance of such installation. The Review Board may deny the installation of any such devices that may have a negative impact on surrounding Homes, in the sole discretion of the Review Board.

5.13 Signs. All signs must meet the requirements of the Village Ordinances and no sign of any kind shall be displayed to the public view except as follows:

(a) A sign placed on a Lot by a Lot Owner or the real estate agent of the Lot Owner advertising the property for sale. No such sign shall exceed 6 square feet in size.

(b) A sign erected on a Lot by a builder/contractor of a Home in the Subdivision during the time the Home is under construction. No such sign shall exceed 6 square feet in size.

(c) A sign placed on a Lot by a builder advertising a Home as a "model home".

(d) A sign placed on an Outlot or easement by the Developer advertising the Subdivision.

5.14 Motorized Vehicles. A maximum of two (2) four-wheel passenger vehicles or motorcycles may be parked on a Lot outside of a garage in the Subdivision. No other vehicles, lawn or farm equipment, recreational vehicle, trailer, boat, boat trailer or similar vehicle or equipment shall be parked or stored on any Lot other than in a garage. No commercial vehicles, including semi-tractors or trailers, dump trucks, delivery trucks, work vehicles containing a business logo or equipment, and similar vehicles, irrespective of ownership, may be parked or stored on a Lot other than temporarily for the delivery of materials or merchandise, and other than during temporary periods of construction or remodeling upon the Lot. Snowmobiles, trail bikes, dune buggies, off-street motorized vehicles and recreation vehicles of any kind shall not be operated on any Lot, Outlot, Common Area or any other area within the Subdivision.

5.15 Animals. No animals, livestock, poultry or pigs of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept in a manner that will not disturb the quality of life and the environment of the Subdivision.

5.16 Nuisances. No noxious or offensive odor, activities or conditions shall be created, conducted or permitted to exist in, on or about any Home or Lot, which may be, or may become, an annoyance or nuisance to the neighborhood or which may cause any noise which disturbs or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

5.17 Post Lights. A post light shall be purchased from the Developer at closing and installed in a location to be determined by the Developer within twelve (12) months of receiving an occupancy permit from the Village of Dousman. The post light shall have a photocell sensor to automatically turn the light on between dusk and dawn and shall be hard wired to the Home with no on/off switch.

5.18 Stormwater Facility Maintenance. The Association shall be responsible for the

maintenance of all stormwater facilities located in the Common Areas and Outlots in accordance with the Talbot's Woods Single Family Phase 1 Storm Water Management Practice Maintenance Agreement recorded in the Waukesha County Register of Deeds office on August 7, 2024 as Document No. 4778454, attached hereto and incorporated herein as Exhibit C ("Maintenance Agreement"), and any amendment thereto. The cost of the stormwater facility maintenance is subject to a Cost Sharing Agreement between the Association and the Talbot's Woods Condominium Association, Inc., attached hereto and incorporated herein as Exhibit D.

5.19 Garbage and Refuse Storage and Disposal. No Lot shall be used or maintained as a dumping area for trash, garbage, refuse or debris of any kind. All trash, garbage, recycling or waste materials shall be kept in sanitary containers either inside the garage or when outside, in sanitary containers adjacent to the Home, suitably screened from view from streets and adjoining Lots. Outside incinerators are not permitted.

ARTICLE 6. TERM AND AMENDMENT.

6.1 Term. These Protective Covenants shall be in full force and effect for a period of thirty (30) years from the date these Protective Covenants are recorded, after which time these Protective Covenants shall automatically be extended for successive periods of ten (10) years each; provided, however, that an instrument terminating these Protective Covenants, if signed by Lot Owners possessing a majority of the votes available in the Association, shall be effective as of the end of the original term or ten (10) year extension within which it is recorded. The Protective Covenants herein which benefit the Village of Dousman shall have an unlimited and perpetual duration, unless terminated by the Village of Dousman in writing that is duly recorded in the office of the Waukesha County Register of Deeds.

6.2 Amendment. These Protective Covenants may be amended at any time by the signature and recording of an amendment to these Protective Covenants by owners possessing 67% of the votes available in the Subdivision; provided, however, that no further amendment to or modification of these Protective Covenants shall be effective unless such amendment is approved in writing by the Developer, if Developer still owns a Lot. In addition, notwithstanding anything to the contrary in this Section 6.2, until the initial conveyance of all Lots in the Subdivision, Developer in its sole capacity and without any votes from owners may amend any terms in the Protective

Covenants for any reason, including but not limited to for purposes of clarification, correction of errors and omissions and to otherwise implement the intent of the Covenants. An amendment shall take effect upon the date of the recording thereof.

ARTICLE 7. EASEMENTS.

7.1 Utility Easements. Developer hereby declares, creates and reserves easements over each Lot and Outlot in the Subdivision, depicted as "Utility Easement Area" on the Plat, for purposes of underground installation and maintenance of electric, gas, telephone, cable television, internet and such other utilities or lines and equipment as may be necessary or desirable to service Lots within the Subdivision ("Utility Easements"). The Utility Easements are shown on the Plat or on a separate easement instrument recorded in the Waukesha County Register of Deeds. Developer further reserves the right to sign and record specific grants of easements to utility companies or similar entities on standard terms and conditions, which easements shall in all cases be located as described or reserved on the recorded plat for the Subdivision or on a separate easement document.

7.2 Drainage Easements. Developer hereby declares, creates and reserves for itself, its successors, and assigns, the Association and the Village, forever, a non-exclusive easement and related covenants, for the benefit of Lot Owners and the Association, located on and over part of Lots 1 through 21, 23, 26 through 33, 36 and 41 through 45, over all of Outlot 7 and over part of Outlot 8 ("Drainage Easements"), including the right and authority of ingress and egress, to use, operate, maintain and repair and reconstruct stormwater ponds and other associated stormwater drainage facilities including, but not limited to, culverts, storm sewers, drainage ditches and swales, other drainage facilities and tributary connections ("Storm Water Facilities"). The Drainage Easements are depicted on the Plat as "20' Wide Drainage Easement", "Variable Width Drainage Easement", "20' Wide Storm Water Pond Access Easement" and "Drainage Easement". The Association, its successors and assigns, agrees to maintain the Storm Water Facilities in accordance with the Maintenance Agreement. Developer hereby grants the Association, the Lot Owners, and the Village the right, in perpetuity, to enter the Drainage Easements, in a reasonable manner and at reasonable times, for the purpose of inspection, maintenance and repair of the Storm Water Facilities. No buildings or other improvements, pavement or landscaping may be placed in, upon or over the Drainage Easement.

7.3 Recreational or Other Easements. Developer, or its successors and assigns, including the Board of Directors of the Association, shall have the right to (i) grant easements upon, over, through and across any Common Area or Outlot controlled or owned by the Association or Lot Owners in common with one another, as may be required for the relocation of the Glacial Drumlin Trail or by any type of utility services, including but not limited to, electric, gas, cable television, phone or internet service, which easements may be granted by or to the Association or its nominee as may be necessary for excavation and construction of any of the services to be provided by the easements; and (ii) grant easements, upon, over, through or across any Common Area or Outlot for ingress and egress to or from the Common Area or Outlot or for recreational purposes across the Common areas provided such proposed use would not have a material adverse impact on the Common Areas or an applicable Outlot.

7.4 Vacant Lot Maintenance Easement. Prior to a Lot Owner building a Home and/or completing the required landscaping, the Lot Owner shall be responsible for maintaining the Lot by trimming weeds and grass to a height not exceeding twelve (12) inches. If the Lot Owner fails to trim the weeds and grass as required, the Lot Owner hereby authorizes and consents to the Developer or Association trimming the weeds and grass and charging the Lot Owner the actual cost to provide such service plus a thirty percent (30%) administrative fee, along with any other costs and fees, including reasonable attorney fees, incurred by the Developer or the Association in enforcing this Section 7.4. Developer hereby declares, creates and reserves a vacant lot maintenance easement to the Village granting the Village the right, but not the obligation, to enter upon any vacant Lot in the Subdivision in order to inspect, repair or restore any part of the Lot the Village deems necessary so that the Lot is in compliance with all applicable provisions of the Village Municipal Code. A vacant Lot shall include any Lot that does not have an occupied Home at the time of inspection, repair or restoration. All actual costs as may be reimbursed pursuant to the applicable section of the Village Municipal Code, incurred by the Village in exercising its right to inspect, repair or restore the Lot, shall be borne by the owner of the Lot and if not paid by such Lot Owner within forty-five (45) days of receipt of any invoice, may be placed against the tax roll for the Lot and collected as a special assessment or a special charge by the Village.

7.5 Landscape Easement. Developer hereby declares, creates, and reserves for the benefit of itself and its successors and assigns, the Lot Owners and the Association, forever, a non-exclusive, perpetual easement over Outlot 13, as depicted on the Plat as "Landscape Easement", including the right and authority to enter upon the Landscape Easement area to build, install, repair, replace, rebuild and maintain the landscaping, including but not limited to, entrance monuments and signs, lighting, trees, shrubs, plants and any other landscaping. No Lot Owner shall alter or remove any landscaping, structure, or soil or other item from the Landscape Easement, nor in any way add to, disturb, alter, or cause any improvement to be made to the Landscape Easement without approval of the Association.

7.6 Pedestrian and Bicycle Path Easement. Developer has granted a Pedestrian and Bicycle Path Easement to the Association and to the Village by virtue of an easement document recorded in the Waukesha County Register of Deeds office and as shown on the Plat for the purpose of private pedestrian and bicycle access and to maintain, including snow plowing as necessary, operate, repair and inspect the improvements located within the Pedestrian and Bicycle Path Easement.

7.7 Sanitary Sewer and Water Main Easement. Developer has granted a Permanent Sanitary Sewer and Water Main Easement to the Village by virtue of an easement document recorded in the Waukesha County Register of Deeds office and as shown on the Plat for the purpose of ingress and egress, construction, maintenance, cleaning, flushing and repair of sanitary sewers and water pipe lines, valves, hydrants, main laterals and service laterals, together with all necessary and appurtenant underground equipment, necessary or convenient for the Village's general plan for the transmission and distribution of water and for sewage disposal. The Village, its agents and contractors, shall have the right to enter the easement area for the purpose of exercising its rights under this Easement. The Village shall provide Grantor twenty-four (24) hours prior written notice before commencing any construction, maintenance, or repair activities within the Easement Areas; provided, however, that in the event of an emergency, only such advance written notice as may be reasonable under the circumstances shall be required. Developer, Lot Owners and the Association agree that no structures or improvements shall be erected in the easement areas so as to interfere with the construction, operation, installation, maintenance, inspection, and/or repair of the water and

sewer infrastructure. Notwithstanding anything herein to the contrary, Developer and Association may install, maintain and replace landscaping including trees and signs along the edge of the easement areas, if appropriate, as long as said landscaping does not interfere with the Village exercising any of its rights under this Easement or interfere with the Village's access to the easement areas.

7.8 Vision Corner Easement. Developer hereby declares, creates and reserves an easement over Outlots 3 and 14, identified on the Plat as "90'x180' Vision Corner Easement" ("Vision Corner Easement"). No structure or improvement of any kind is permitted within the Vision Corner Easement. No vegetation within the Vision Corner Easement may exceed thirty (30) inches in height.

7.9 Glacial Drumlin Trail Easement. Developer has granted an 18' Wide Glacial Drumlin Trail Easement to the Wisconsin Department of Natural Resources by virtue of an easement document recorded in the Waukesha County Register of Deeds office and as shown on the Plat for the purpose of public access and to maintain, operate, repair, replace and inspect the improvements located within the Glacial Drumlin Trail Easement.

ARTICLE 8. ASSOCIATION OF LOT OWNERS.

8.1 Homeowners Association. The Developer has created a non-profit Wisconsin corporation known as Talbot's Woods Homeowners Association, Inc. (the "Association"), which corporation was formed for the purpose of maintaining the Subdivision storm water facilities, landscaping, mailboxes, pedestrian and bike trails, Common Area and any other real estate for which the Association is responsible together with any other amenity that may be provided by the Developer or the Association from time to time. The Association shall assess the pro rata share of the costs of such maintenance and other expenses of operation of the Association against the individual Lot Owners in accordance with terms set forth in the Articles of Incorporation and Bylaws of the Association attached hereto incorporated herein as Exhibit E and Exhibit F respectively.

8.2 Membership and Voting. Each Lot Owner, whether one or more, shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of owners of the Lot (if more than one (1) owner, the vote of a majority of the owners shall represent the vote of such Lot). Person(s) owning more than one (1) Lot shall have

one (1) vote for each such Lot owned. Membership in the Association by a Lot Owner shall terminate at such time as such Owner sells or otherwise conveys or transfers such Lot.

8.3 Directors and Officers of the Association. The Developer shall have the right to appoint an initial board of up to three (3) directors of the Association. If not appointed by the Developer, the initial board, shall be elected by the Lot Owners. Whether appointed or elected, the directors shall serve as provided in the By-Laws. After the Developer has sold the final Lot in the Subdivision, or at such earlier time as determined by the Developer in its sole discretion, the Association shall be turned over to the Lot Owners. At such time, subsequent directors will be elected or appointed as provided in the By-Laws of the Association. The officers of the Association will be elected annually by the Board of Directors.

8.4 Operating Budget. Commencing when the Association begins collecting assessments, as solely determined by the Developer, and continuing for each year thereafter, the Association shall prepare and adopt an operating budget covering the period January 1st through December 31st of such year. The budget shall be prepared and adopted by the Board of Directors before the beginning of the subsequent year, and shall be mailed or electronically mailed to each Lot Owner as soon as reasonably possible prior to the annual meeting of the Association. In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, as contained in the annual budget, for the purposes of payment of costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, taxes and insurance on any Common Area and Outlots, the cost of maintenance, repair, replacement and additions to subdivisions entrance monuments, landscaping, bicycle and pedestrian paths, mailboxes and storm water facilities, and the cost of materials, management and supervision. Each Lot Owner shall pay the assessment within thirty (30) days of the Association providing the Lot Owner written notice of the amount of the assessment. Any assessment not paid when due shall accrue interest at the rate of eighteen percent (18%) per annum. The Association shall be entitled to enforce the assessment by any lawful means, including but not limited to the filing of a lien against an owner's Lot and to foreclose the same, in the same manner as a condominium lien, or as otherwise provided by law. A Lot Owner shall be responsible for all of the Association's costs and expenses, including

reasonable attorneys' fees, incurred by the Association to collect unpaid assessments or any other amounts that are owed by the Lot Owner under these Protective Covenants.

8.5 Tax Foreclosure. In the event Waukesha County or the Village acquires title to any Lot in the Subdivision through the foreclosure of a lien for delinquent taxes, the Association assessments pertaining to such Lot shall not be charged to Waukesha County or the Village, but shall be paid by all remaining Lot Owners through increased assessments by the Association.

8.6 Maintenance of Common Areas. The Association shall at its cost maintain in good condition and repair and replace and operate all Common Areas, including all Outlots, and easement areas in the Subdivision, except each Lot Owner shall be responsible for mowing and generally maintaining the ground area in any easement located on their Lot. In the event the Association does not properly landscape or maintain any Common Area and/or Outlot and/or signage, the Village may send written notice to the Association indicating that the Village has determined that the Common Area and/or Outlot and/or signage is not being properly landscaped and/or maintained, and further indicating that the Village will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area and/or Outlot and/or signage is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village shall then have the authority, but not the obligation, to landscape and/or maintain any such Common Area and/or Outlot and/or signage referred to in said notice and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Village, charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats.

8.7 Ownership of Outlots. Each Lot shall have an appurtenant undivided interest in Outlots 1 through 10 and 13 through 16 inclusive. The numerator for the undivided interest shall be one and the denominator shall be the total number of Lots subject to these Protective Covenants. Each Lot shall be responsible for its proportional share of taxes assessed against the Outlots if the

Association taxes are not otherwise paid. All deeds and other conveyances of any Lot shall be deemed to include such undivided interest in the Outlots expressed herein, whether or not so specifically stated in any such deed or other conveyance.

ARTICLE 9. MISCELLANEOUS

9.1 Disclaimer. Although the Developer is implementing these Protective Covenants with the intentions set forth above, the Developer makes no assurances, representations or guaranty that the stated intentions of these Protective Covenants shall be achieved, or as to the ultimate value of Lots in Talbot's Woods or as to any stability or increase in value as a result of the imposition of these Protective Covenants.

9.2 No Reversion of Title. No violation or breach of any covenant, condition, restriction or other term of these Protective Covenants shall cause a Lot Owner to lose title to a Lot.

9.3 Enforcement. Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of these Protective Covenants, either to restrain violation or to recover damages, or both. Any such action may be brought by the Association, any Lot Owner possessing a vote in the Association, the Developer or the Village. Enforcement of rules and regulations of the Association may also be accomplished pursuant to terms of the Association By-Laws. Notwithstanding the above, if any Lot Owner violates any of the restrictions or covenants herein contained and fails to cure said violation after ten (10) days written notice from the Association, the Association may assess a fine of not less than Twenty-Five and 00/100 Dollars ($25.00) per day per violation against the Lot Owner. The Association may, in its sole discretion, amend the forfeiture amount set forth in this Section 9.3. The Village shall have no obligation to enforce all or any portion of these Protective Covenants.

9.4 Severability. Invalidation of any of the provisions of these Protective Covenants by judgment or court order shall in no way affect any other provisions herein, which other provisions shall remain in full force and effect.

9.5 Binding Effect. These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the Developer, all Lot Owners and their heirs, successors, and assigns, and any party hereafter having any interest in any of the Lots in the Subdivision, for the full term of these Protective Covenants.

9.6 Applicable Laws. The Developer, its successors and assigns, all Lot Owners, and all parties hereafter having an interest in the Property are subject to all rules, codes, regulations and ordinances of the Village of Dousman, the County of Waukesha, the State of Wisconsin and the federal government and the same may be more restrictive than these Protective Covenants. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or Federal law or regulation, the more restrictive shall apply.

9.7 Development Agreement. The Subdivision is subject to the Development Agreement, as may be further amended, on file with the Village Clerk of the Village of Dousman and recorded in the Waukesha County Register of Deeds.

9.8 Attorney Fees. If the Developer or Association brings any action or proceeding to enforce the terms of these Protective Covenants or to collect any monies due and owing hereunder, the Developer and Association, as applicable, shall be entitled to recover its reasonable attorney's fees and costs incurred in the action or proceeding.

SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Developer has signed and sealed this instrument by its duly authorized representatives.

MLG Dousman Investment, LLC

By:_____
Timothy J. Wallen, President

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

Personally came before be this___day of_____, 2025, the above-named Timothy J. Wallen, President of MLG Dousman Investment LLC, who executed the foregoing instrument and acknowledged the same as the act and deed of said entity.

_____
Notary Public, Racine County, State of Wisconsin
My Commission: _____

This was document drafted by and after recording should be returned to:
Paul J. Hinkfuss
MLG Dousman Investment LLC
19000 W. Bluemound Road
Brookfield, WI 53045