

IRONWOOD EAST
W270 N6166 MORAIN DRIVE
SUSSEX, WI

ARCHITECTURAL CONTROL COMMITTEE (ACC)
COVER SHEET

Welcome to Ironwood East!

At closing the buyer should have received Ironwood East Declaration of Covenants, Conditions and Restrictions.

After reviewing Owner is to provide Builder, Designer, or persons responsible for the construction process with a copy to review. Declaration of Covenants, Conditions and Restrictions is to be considered the governing guidelines for ACC approval.

When submitting for ACC Approval include the following:

1. Completed ACC Check list (provided at closing). Must be signed by Owner and Builder.
2. **Three** copies of complete construction plans.
3. Samples of materials to be used
4. **Two** copies Grading Plan and Survey. Locate residence on site, driveway location and size, site grade changes (detail), proposed utility lines, retaining walls (include detail dwg).
5. **Two** copies complete Landscape Plan to scale
6. Submit to the above address.

NOTE: The Owner is responsible for the protection of the pre-approved mound locations if applicable. Grade changes including any soils removed, or brought in must be pre-approved by ACC

Checklist: ARCHITECTURAL CONTROL COMMITTEE (ACC)

IRONWOOD EAST

LOT # _____ OWNERS NAME: _____

APPROVED REJECT PENDING

REQUIRED LIVING SPACE (6.3 A&B) _____

1 STORY 2500/SF _____

1.5 STORY 3000/SF _____

 1st FLOOR (1800/SF MIN.) _____

 2nd FLOOR _____

SPLIT LEVEL 3200/SF _____

 1st FLOOR _____

 2nd FLOOR (2000/SF MIN.) _____

BI-LEVEL 3200/SF _____

 1st FLOOR _____

 2nd FLOOR (2000/SF MIN.) _____

2 STORY 3000/SF _____

 1ST FLOOR (1800/SF MIN.) _____

 2ND FLOOR _____

EXTERIOR MATERIALS (6.5 A-P) _____

Structures shall be constructed of brick, stone, cedar, stucco, James Hardle Hardiplank Select – Cedarmill Lap Siding or combinations. *Note: 80% of the front elevation shall be constructed of brick, stone or “EIFS” and all masonry areas shall end on an inside corner. (Include samples)*

MASONRY TYPE

BRICK___STONE___EIFS___

COLORS_____

OTHER_____

SIDING TYPE:

CEDAR___EIFS___STUCCO___HARDIPLANK___

REQUIRED ATTACHED GARAGE (6.4 A)

3 stall (min 864/sf)

GARAGE DOOR

MANUFACTURER_____

TYPE/COLOR_____

SIZE_____

OTHER_____

ROOF TYPE (6.5 B)

Minimum of 8:12 pitch. Dimensional shake shingles (40 yr min), tile, asphalt, or slate (include samples)

ROOF PITCH_____ OTHER_____

WINDOWS (6.5 A)

Must be consistent on all sides of home as well as detached structures.

MANUFACTURER_____

TYPE/COLOR_____

OTHER_____

MAILBOX & LIGHT POLE (6.5 J & K)

ACC must pre-approve location. Owner to bring service to pole and install prior to occupancy.

LANDSCAPE PLAN (6.6 A) _____

Size Recommendation: trees 2” & plant shrubs 18”-24”

GRADING PLAN OR SURVEY _____

(6.1, 6.5G, 6.5H, 6.6)

Survey information needed for ACC approval:

Building locations _____ size _____ grading elevations _____

Utility locations _____ driveway location & elevation _____

Mailbox & driveway light locations _____

Comments & Recommendations:

IRONWOOD EAST

IN ACCORDANCE WITH IRONWOOD EAST ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PRIOR TO START OF CONSTRUCTION, OWNER MUST HAVE APPROVALS FROM THE ARCHITECTURAL CONTROL COMMITTEE. ALSO ONE SIGNED COPY OF THIS DOCUMENT AS WELL AS A SIGNED COPY OF THE CONSTRUCTION PLANS MUST ACCOMPANY APPLICATION FOR BUILDING PERMIT FROM THE TOWN OF LISBON.

SUBMIT TO ACC: 2-SIGNED COPIES WITH REQUIRED PLANS & SAMPLES

Date _____

Owner _____

Address _____

Phone _____

BUILDER/CONTRACTOR: (Article 6 note 6.7 c)

In signing states that owner has provided a copy of covenants, conditions, and restrictions for Ironwood East Estates and signee agrees to comply with all areas related.

Company _____ Date _____

Address _____

Phone _____

Name _____ Title _____
(Owner or responsible party must sign)

ARCHITECTURAL CONTROL COMMITTEE:

Member _____ Date _____

Member _____ Date _____

COVENANTS, CONDITIONS AND RESTRICTIONS OF
IRONWOOD EAST

This Declaration of Covenants, Conditions and Restrictions of Ironwood East (this "Declaration") is made and entered into by Ironwood East ("Declarant").

RECITALS

Declarant owns certain real property, described on attached exhibit a, upon which Declarant intends to develop a subdivision for residences and related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property (except for dedicated streets); and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

GENERAL PURPOSE

The general purpose of this Declaration is to ensure the best use and most appropriate development and improvement of each lot thereof: to protect owners of lots against use of surrounding lots as will detract from the residential value of their property:

to preserve, as far as practicable, the natural beauty of said property: to guard against the erection thereon of poorly designed or poorly proportioned structures: to obtain harmonious use of material and color scheme; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on lots to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures and, in general, to provide adequately for a high quality of improvement on all property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein. Declarant makes no assurance that the stated intentions shall result in stability or increase in value of any Lot in the subdivision.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

- 1.1 ASSOCIATION. The "Association" shall mean Ironwood East Estates Association, the members of which shall be all owners of lots in the subdivision.
- 1.2 ASSOCIATION INSURANCE. Shall mean all policies of insurance as may be maintained by the Association under this Declaration.
- 1.3 BOARD. The Board or Board of Directors shall be the governing body of the Association, elected according to the Bylaws.
- 1.4 BUILDING. A Building shall be any freestanding structure located in the subdivision.
- 1.5 BYLAWS. The bylaws shall mean the bylaws of the Association as adopted by the board.
- 1.6 COMMON IMPROVEMENTS. The common improvements consist of the following, some of which may be located in public streets: all signs on the property generally identifying the subdivision and any ponds, buildings or other improvements made by the Association.
- 1.7 DECLARANT. The Declarant shall mean Lisbon Land Partnership LLP.
- 1.8 DECLARATION. Shall mean this Declaration as the same may be amended from time to time.
- 1.9 DIRECTOR. A director shall mean a member of the board
- 1.10 DRAWINGS. The term drawings is defined in section 6.1b
- 1.11 IRONWOOD EAST DOCUMENTS. Shall consist of this Declaration and the bylaws of the Association.
- 1.12 LOT. Lot shall mean a platted lot intended for construction of a residence as shown on the plat. The reference to a lot by a number shall mean that particular lot as shown on the plat.
- 1.13 MORTGAGE. Shall mean a recorded first lien mortgage against a lot or the vendor's interest under a recorded first lien land contract relating to a lot.
- 1.14 MORTGAGEE. Shall mean the holder of a mortgage.
- 1.15 OCCUPANT. Shall mean the owner and any other person residing on a lot.
- 1.16 OUTLOT. Shall mean an outlot as shown on the plat. The reference to an outlot by a number shall mean that particular outlot as shown on the plat.

- 1.17 OWNER. Shall mean each fee simple owner of a lot. The Declarant is an owner with respect to lots to which it holds title.
- 1.18 PET. Is a domestic dog, cat or bird (other than large birds of prey) which is not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the property as pets of any occupant.
- 1.19 PLAT. A plat is the plat of property as recorded in the Register's Office.
- 1.20 PROPERTY. The property shall mean the real estate subject to this Declaration, as described on Exhibit A and all buildings and other improvements constructed or to be constructed thereon
- 1.21 REGISTER'S OFFICE. Shall mean the office of the Register of deeds for Waukesha County, Wisconsin
- 1.22 RULES. Shall mean rules established by the Association.
- 1.23 SUBDIVISION. Shall mean all of the lots as shown on the plat including future phases, if any.
- 1.24 TOWN. Shall mean the town of Lisbon, Wisconsin and its successors.
- 1.25 GOLF COURSE. Shall mean Ironwood Golf Course LLC.
- 1.26 SKI HILL. Shall mean Ausblick Ski Hill located on Mary Hill Road.

ARTICLE 2. ASSOCIATION OF OWNERS

- 2.1 ADMINISTRATION. Declarant shall establish the Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the provisions of this Declaration and the Bylaws, the Rules and all other uses of and restrictions on the property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.
- 2.2 MEMBERSHIP AND VOTING. Each owner shall be a member of the Association. In the Association, the Owner(s) of each lot shall be entitled to one vote for each lot owned. If one or more lots change their status to some other form of ownership, the votes appurtenant to each original lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.
- 2.3 CONTROL OF ASSOCIATION. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation

Law (as amended from time to time), until the earliest of (1) fifteen 15 years from the date that the first lot is conveyed to any person other than Declarant; or (2) thirty 30 days after the conveyance by Declarant to purchasers of all of the lots; or (3) Declarant's election to waive its rights to control.

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

2.5 APPROVALS. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the property; and (2) the costs to be paid by the Owner for restoration of Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Improvements require approval of the Board, not the ACC. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area or would affect the storm water drainage system on the property, the prior express written consent of the Town is required.

ARTICLE 3. ASSESSMENTS

3.1. BUDGET AND ASSESSMENTS. The Association shall annually adopt a budget of common expenses and levy assessments on the lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all lots for any purpose for which a general assessment may be levied and special assessments, or (b) fines on particular owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose

uniform charges for services which the Association provides related to transfer of Lots, review of proposals under section 2.5, and the like. The board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses. Assessments shall be approved by a duly convened meeting of the Board of Directors. Notice of an assessment shall be personally delivered to each owner subject to the assessment or delivered by regular mail to the last known address of such owner. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. Members of the Board of Directors shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involves a mistake in judgment or negligence by the member agents or employees of the Board of Directors. The Association shall indemnify and hold the members of the Board of Directors harmless from and against all costs and expenses on connection with any suit or other action relating to the performance of their duties hereunder. The members of the Board of Directors shall not be entitled to any compensation for the services of such members. If a lot owner is delinquent in the payment of charges, assessment and special assessments charged or levied against his or her lot, he or she shall not be entitled to vote until all such charges and assessments have been paid. Members may vote in person or by written proxy.

- 3.2 **INSTALLMENTS; LATE PAYMENTS.** General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days if its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.
- 3.3 **ENFORCEMENT; LIENS.** If an Owner defaults in any payment, the association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorney's fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's lot for any unpaid assessments. The lien shall be effective as of the recordings of a notice thereof in the Register's Office, in the same manner in which condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorney's fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.
- 3.4 **ASSOCIATION STATEMENTS.** Within five (5) business days of written request from an owner or a mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the

Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

- 3.5 PAYMENT OF ASSESSMENTS BY DELARANT. Declarant has made a contribution to the Association in lieu of all assessments which might otherwise be imposed on Declarant's lots. The Association shall have no power to levy assessments against Declarant or lots for which Declarant is the Owner.

- 3.6 COMMON EXPENSES AND SURPLUSES. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

- 3.7 LITIGATION RESERVE. Upon initial conveyance of each Lot by Declarant, each new Owner shall deposit with the Association a non-refundable sum of \$200, to be placed in a litigation reserve fund. The litigation reserve fund shall be used to pay legal fees and costs in the event that the Association is involved in a proceeding to enforce or defend the terms and conditions of this Declaration, whether in a proceeding commenced by or against the Association or in which the Association intervenes. The Board may invest said funds and all returns on such investments shall become a part of the fund; provided that the Board may transfer amounts out of the fund to the Association's general funds if it is determined that a lesser amount is appropriate, so long as such fund is not below the minimum set above. If necessary, the Board may levy a general or special assessment to replenish such fund. The Declarant shall not be obligated to contribute any funds to the litigation reserve escrow fund other than set forth above.

ARTICLE 4. TOWN AUTHORITY

- 4.1 ACCESS. The Town or its designee is authorized to access the property as necessary to conduct inspections of the storm water management practices to ascertain compliance with the County Storm Water Management Maintenance Agreement, as adopted by the Town and recorded in the Office of the Registrar of Deeds.
- 4.2 NOTIFICATION. Upon notification to the responsible party by the Town or its designee of maintenance problems which require correction, the specified corrective action shall be performed by the responsible party within a reasonable time frame as set by the Town.
- 4.3 CORRECTIVE ACTION. The Town is authorized to perform the corrective actions identified in its inspection report or its notice to the responsible party if said action is

not corrected within the time frame specified by the Town. The cost of said corrective action shall be entered on the tax rolls as a special assessment and/or special charge against the property and collected with any other taxes levied thereon for the year in which the work is completed.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

- 5.1 PERMITTED USES. Each Lot shall be occupied and used only for single-family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens; or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term “residential purposes” includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guest without prior approval of the ACC.
- 5.2 PETS. The Owner or Occupant may keep no more than two (2) Pets per Lot on the conditions that:
- a. The pet is not permitted on any of the Common Areas while unattended or unleashed
 - b. The individual attending the pet shall immediately dispose of any and all of the pet’s solid waste in the manner prescribed by the Board
 - c. The owner of the pet shall comply with such further rules of pet ownership as may be promulgated by the Board.
 - d. The pet is licensed by the village or appropriate licensing authority, if required under applicable ordinances
 - e. No reptiles or uncaged birds shall be permitted; and
 - f. The pet must immediately and permanently be removed from the property if, in the sole judgment of the Board, the pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this section 5.2 or any rules adopted relating to pets.

If a dog kennel or similar enclosure is to be erected and maintained for any pet, such kennel or enclosure will require approval prior to installation under section 6.1. Any and all costs of repairing damage caused by a pet or other unauthorized animal of an Occupant shall be borne by its Owner failing to comply with this section or any part thereof shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of five hundred (\$500.00) per month or part thereof until the owner has complied, in addition to any other remedy including the revocation of the license to maintain a pet.

Such pet fee shall be a special assessment and may be collected in the same manner as assessments under article 3. Notwithstanding anything to the contrary herein, possession of pets shall not be considered a property right.

5.3 VEHICLES.

- a. No outdoor parking of vehicles shall be permitted on the Lots, without the express prior consent of the Board, and except for parking as necessary in connection with the construction or reconstruction of a residence on a lot. No person shall occupy, park or otherwise use a vehicle so as to block access to a lot. Storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted anywhere in the subdivision except washing of cars in driveways or maintenance performed within a garage.
- b. Notwithstanding subsection (a) no commercial vehicles shall be parked in driveways in the Subdivision, except commercial vehicles temporarily parked in the ordinary course of business. Commercial vehicles include both vehicles licensed as such and vehicles otherwise licensed but which contain commercial advertising as part of the finish or as an attachment.

5.4 WASTE. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on site. The refuse and garbage receptacles for each occupied house shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 TEMPORARY STRUCTURES. No structure, trailer, tent, shack, or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.6 QUIET ENJOYMENT. Each owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other owner, occupant and other invitee.

5.7 NOXIOUS ACTIVITY. No use or practice shall be allowed in the subdivision which is immoral or offensive in the opinion of the Board or which is in violation of the Ironwood East Estates documents. By way of example and not limitation,

offensive activity shall include excessive amplification of musical instruments and/or audio or audiovisual equipment.

- 5.8 PATIOS AND BALCONIES. Patios, decks and balconies of Building on Lots shall not be used for (a) storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons; or (b) the drying or airing of laundry, carpets, rugs or clothing. Columns facing the Golf Course (for decks) and deck superstructure shall be of an appropriate size and scale relative to the main structure.
- 5.9 SIGNS. No Owner or Occupant may erect, post or display posters, signs or advertising material at locations within a building which are visible from the public streets without the prior written consent of the board, except (a) Declarant may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension or in general, delegate its right to consent under this Section to the ACC described in Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior window so as to be visible from the exterior building.
- 5.10 ENVIRONMENTAL MATTERS. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations, or rules relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more of Wis Stats. Chap 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"); Town ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.
- 5.11 OBSTRUCTIONS. No playground equipment, bicycle racks or other equipment or material may be placed in the subdivision except as the Board permits by Rule.
- 5.12 SOLAR COLLECTORS. No exterior active solar collectors or similar devices shall be erected, installed or used without the written permission of the Board.
- 5.13 FENCES. The erection of a fence on a Lot is considered an improvement requiring approval of the Architectural Control Committee, and, in the case of fences on a Lot which abuts the Golf Course, the prior express written consent of the Golf Course

Owner. The ACC shall be deemed to be acting reasonably and within its authority if it adopts a policy of not approving any fences which do not meet certain aesthetic or structural standards adopted and announced by the ACC. No fences will be permitted which abut the Golf Course except with the express prior written consent of the Golf Course Owner, which may be withheld for any reason or no reason.

5.14 TIME RESTRICTION. All homes must be completed and occupied within one (1) year of groundbreaking.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 ARCHITECTURAL CONTROLS; RESTRICTIONS ON DEVELOPMENT

- a. ARCHITECTURAL CONTROL COMMITTEE. Declarant shall establish an Architectural Control Committee (“ACC”), related to the Association as provided herein, consisting of three (3) members who shall have the duties as set forth in this Article. The initial ACC shall be appointed by Declarant. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. After Declarant conveys to purchases all of the Lots, then the initial members of the ACC shall resign and the Board shall elect the three (3) members from the group of Owners of lots to serve on the ACC; provided, however, that if selected by the Board, representative of Declarant may serve on the ACC.
- b. NO DEVELOPMENT WITHOUT PRIOR APPROVAL. Not less than ten days prior to:
 - a. Commencement of construction of any building or other improvements on any Lot, or
 - b. The reconstruction of any building or other improvements on any portion of portions of such property following a casualty loss thereto, or
 - c. The demolition of any building or other improvements on any portion or portions of such property, or
 - d. The painting, decoration or alteration of the exterior of any building or other improvement on such property, or
 - e. The installation of an awning, enclosure, hot tub, deck, shuffleboard court, garden, swimming pool, grading, mailboxes, fixed grill, fences or other landscape features on any such property.

The Owner(s) of such property shall submit to the ACC for consideration as described below two copies of written information, which shall include a survey of such property prepared by a licensed surveyor, (“drawings”) showing:

- a. The location, size, elevations and type of building(s) and other improvements, including, but not limited to: homes, garages, retaining walks and fences or other matters proposed to be erected or reconstructed on such property;

- b. Detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view;
- c. The proposed landscaping (including the proposed timing of installation of such landscaping); and,
- d. The proposed location and specifications for utilities servicing such improvements.

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

- c. **STANDARDS AND PROCEDURAL MATTERS OF CONSIDERATION.**
The ACC shall not unreasonably refuse to consider submitted drawings provided that any fees imposed for review have been paid. In considering any drawings, the ACC shall consider among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping (including the timetable therefore), the placement and protection of trees as provided in Section 6.6(b), and such other matters proposed in such drawings comply with the terms of this Declaration and the Town ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from or depreciate any portion of the property, whether then undeveloped, developed or in the process of development, even if the drawings otherwise do not breach any other standard set forth in this declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be expressed and in writing. The failure of the ACC to approve, object or acquiesce conditionally as above within twenty business days after submittal of the complete drawings and payment of any review fees shall be deemed as of the ACC stated that it has no objection to the drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with

the approved drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional 6 months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until 12 months after the date on which the occupancy certificate for the residence is issued.

- d. **PRIOR APPROVAL FOR CHANGES.** If after the completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the Owner shall comply with the provisions of subsection (a) above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.
- e. **PROCEDURES AND BUDGET.** The ACC may set its own operating procedures consistent with this Declaration and any limitation hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may but need not require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.
- f. **SEPARATE TOWN APPROVAL.** Matters which require approval of the ACC may also require approval of the Town. Obtaining approval from the ACC and from the Town is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Town and approval by the Town shall not be deemed approval by the ACC.
- g. **UNIFORMITY STANDARDS; WAIVER.** Certain standards of architectural control are set forth in Sections 6.2 through 6.6 below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard in Sections 6.1 through 6.6, and may waive any floor area requirements in Section 6.3 by up to 10%. The ACC may in its discretion also permit superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or

time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard as above even in the absence of an “unnecessary hardship”; those judicially-determined standards for granting variances under zoning regulation shall not apply to the ACC.

- h. INDEMNIFICATION. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney’s fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person’s status as an Owner, Occupant or otherwise.

6.2 ANTENNAS. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24” in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with the written approval of the ACC, and, in each case, in compliance with Town ordinances.

6.3 MINIMUM SETBACKS. The following minimum setbacks apply to all homes and structures on the Lots:

- a. Fifty feet from the front of the home or structure to the Lot boundary
- b. Fifty feet from the back of the home or structure to the Lot boundary
- c. Thirty feet from the sides of the home or structure to the Lot boundary

6.4 MINIMUM HOME SIZE REQUIREMENTS. Only one single-family home may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

| <u>Residence Type</u> | <u>Minimum Size</u> |
|-----------------------|--|
| ONE STORY | 2500 SQUARE FEET |
| MORE THAN ONE STORY | 3000 SQUARE FEET (minimum of 1800/SF on the first floor) |

For the purposes herein, “more than one story” includes homes referred to as one and a half story, two story, split level or bi-level. The type of residence and the

number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage porch or patio areas in the computation.

6.5 GARAGES.

- d. Each residence on a lot shall have a garage for not less than 3 cars attached to the residence containing a minimum of 864 square feet and, if the residence is in excess of 4,547 square feet, a maximum of not more than 190 square feet per 1,000 square feet in the residence itself. Garage entrances must be located on a side of the residence which does not face the street fronting the Lot, except in the case of a Lot bordered by two streets in which case the garage entrance must be located on the side on which the front entrance does not face. Garages must be located on the side of the Lot, which has the highest elevation, except as permitted by the ACC. Driveways shall be paved with a hard surface material acceptable to the ACC and, within its jurisdictional limits, the Town. Garages must be constructed at the time of the construction of the residence and all exterior features must be completed prior to occupancy of the residence
- e. Detached garages (on the Lot, where allowed) may be permitted by the ACC, provided that the following requirements have been satisfied:
 1. The maximum square footage shall be no greater than 800 square feet
 2. Door openings and all overhead doors shall not exceed 10 feet in height
 3. Color and building materials shall be consistent with the residence on the lot.
 4. No vinyl, steel or aluminum shall be allowed for any detached garages
 5. Underground electric shall be required for all detached garages
 6. No lean-to carports of any nature shall be permitted
- f. Any storage sheds shall contain not less than 129 square feet nor more than 180 square feet. All outbuildings shall be of the same style and building materials as the primary structure. Approval for sheds is required under Section 6.1. If an Owner desires to connect electricity to a shed, whether at or after the time of initial construction, the installation of electrical connections must be underground and must be performed by a licensed electrician.
- g. Approval is at the discretion of the ACC and can be denied for any reason or no reason at all.

6.6 CERTAIN EXTERIOR FEATURES. With respect to the construction of a Building on a Lot or other improvements to a Lot:

- a. If shutters or window casings and trim features are used on windows or divided-lite windows are used, in any case on the front of a

residence, then they shall be used the side and rear windows as the ACC shall require.

- b. A residence shall have a roof made of wood shakes, tile, natural slate, 40 year warranted dimensional shingles, or an artificial slate approved by the ACC, with a minimum pitch ratio of 8:12, or such other pitch as is specifically approved by the ACC.
- c. Exterior walls of residences shall be constructed of brick, stone, cedar, stucco, exterior insulation and finish systems (EIFS), LP Hardiboard, or combinations thereof. No artificial stone or metal or vinyl siding shall be permitted. At least 80% of the elevation on the front side of each building on a Lot shall be brick, stone, EIFS or a combination thereof. Basement or foundation walls shall not be exposed.
- d. Exterior masonry walls must abut another wall. If vertical siding or the like is used on the exterior walls of a residence, the same shall terminate only at an inside corner or other suitable break in the residence's architecture as the ACC shall approve.
- e. The ACC shall be acting reasonable if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.
- f. Exterior fireplaces and chimneys shall be constructed of masonry, stucco, or stone materials. On each side of a residence, except for trim, exterior materials shall be consistent on all levels. Stone, stucco or masonry must be approved by the ACC.
- g. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with suitable material, approved by the ACC, consistent with the overall architecture of the residence.
- h. No soil shall be removed from any Lot nor excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade") of a lot must conform to grading plans approved by the Town.
- i. No above-ground pools shall be installed. In-ground pools may be installed on a Lot only with approval of the ACC, which will be acting reasonably if it does not approve an in ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool. The pool cannot be located less than 10 feet from the nearest Lot boundary.
- j. Declarant will supply a front yard light post and lantern in a style and from a manufacturer selected by Declarant, which the Owner shall purchase. The first Occupant after Declarant shall energize the front

yard light post and lantern prior to occupancy. Each successive Owner shall maintain the front yard light post and lantern in good and working condition and replace such components when necessary with the same or a similar style as approved by the ACC. The light post and lantern must be (1) located at least 5 feet and no more than 10 feet from the front boarder of the front yard and the street right-of-way; (2) adjacent to the driveway; (3) elevated to a height of at least 6 feet; and (4) illuminated from dusk to dawn by means of a photo cell. Prior to occupancy of a residence on a Lot, the Owner shall demonstrate to the ACC that such light post and lantern is connected to electrical service (paid for by such Owner). No Owner shall tamper with such lantern controls.

- k. Owner will purchase and install a mailbox and mailbox support from Declarant. Each successive owner shall maintain the mailbox and mailbox support in good and working condition and replace it when necessary with the same or similar style and in a location all as approved by the ACC.
- l. In making determinations under subsections (j) and (k), the ACC will give priority to the goal of achieving uniformity of aesthetics, but without abrogating its right to grant variances or to change its aesthetic scheme form time to time.
- m. Each owner shall maintain its light post and lantern and mailbox and mailbox post in good condition and working order, and shall cause electrical service to be continued to such lantern. Without limiting the authority of the Association generally, the costs of enforcing the covenants in subsections (j) and (k) may be assessed to an offending Owner as a special assessment on such Lot under Article 3.
- n. If Declarant, in its discretion, supplies any light post, lantern, mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.
- o. All utilities shall be installed underground.
- p. No exterior solar collectors shall be erected, installed or used unless presented in the Drawings and approved by the ACC.

6.7 GRADING, LANDSCAPING AND DRAINAGE.

- a. Surface and storm water drainage, grading, erosion and silt control, and landscaping and site work shall be performed in accordance with the Developer's Agreement between the Town of Lisbon and Lisbon Land Partnership LLP. In addition, each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Town engineer on file in the office of the Town clerk. The Developer and/or the Town and/or their agents, employees or independent contractors

shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of same.

- b. Within six months following issuance of an occupancy permit for a home, a complete landscaping plan for the entire lot shall be submitted to the board for its approval. All landscaping shall be completed (in accordance with the plan approved by the board) within twelve months following the issuance of the occupancy permit for the home.
- c. To avoid a substantial increase in surface water drainage onto adjoining lots, if natural drainage on the lot is to be or has been altered by grading or landscaping by the lot owner, no trees, shrubs or other landscaping planting shall be permitted in any drainage area.
- d. No lot line, fence, wall, hedge or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the board. In no event will the board approve a fence or wall within the setback or unimproved areas. No prairie grass or wildflower yards will be allowed.
- e. Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Town Engineer on file in the office of the Town Clerk. The Declarant and/or the Town and/or their agents, employees or independent contractors, upon written notice to the owner of a vacant lot, shall have the right to enter upon such lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.
- f. These submitted landscape plans for approval shall include a plant list for the suggested lot.
- g. Two copies of grading plan and survey. Locate residence on site, driveway location and size, and elevation, site grade changes (detail), proposed utility lines, retaining walls (include detail drawing), or any detached structures (include detail drawing).

6.8 CONSTRUCTION MATTERS

- a. No building or construction materials shall be stored on any Lot outside of Buildings on the Lot, except during periods of actual construction or remodeling, and then only for so long as reasonably necessary and only if kept in a neat manner. Neither Declarant nor the Association is responsible for the security of materials stored on a Lot.
- b. During grading, the Owner of the Lot is solely responsible for compliance with all erosion control requirements. Construction insurance is required and is the responsibility of the Owner, not the Declarant.
- c. Each Owner shall include the following provisions in all construction contracts for improvements to the Owners Lot:

1. The roadway abutting the Lot shall be cleaned each day of mud and debris during the period of construction.
2. There shall be no loud music at the construction site during the period of construction.
3. A dumpster for debris shall be provided at the building site for the period of construction. Adequate dumpsters shall be provided for the duration of job and removed as soon as full.
4. All debris will be disposed off site in accordance with applicable laws.
5. There shall be no more than one sign on any Lot during the period of construction, which sign shall not exceed six square feet and must be approved by the ACC prior to installation.
6. No sign of the contractor shall be placed at the entryway to the property.
7. The Owner shall comply with the soil and erosion plan control ordinance of the Town and Waukesha County.
8. The owner is responsible for any damage to the curb and roadway by its contractors.

6.9 DRIVEWAYS. Each lot shall be improved by the lot owner with an approved hard surface driveway extending from the street to the garage within twelve months following issuance of an occupancy permit for the home. Further, driveway pavement installed within ten (10) feet from the traveled portion of the roadway shall have a rise of not more than five (5) inches.

6.10 CONSTRAINTS ON LIABILITY. The Declarant is not liable for any injury, damage, or violations of local, state, or federal law that may occur on the Lots before, during, or after construction. The Owner is solely responsible for ensuring compliance with Town ordinances, safety regulations, this Declaration, and other applicable rules.

ARTICLE 7. HEIGHT OF GRADE AND SOIL CONDITIONS

7.1 HEIGHT OF GRADE. On file with the Town of Lisbon is a detailed site and erosion control plan and a detailed drainage plan for the development. Each lot owner must strictly adhere and finish grade its lot in accordance with the site and erosion control plan and the drainage plan in addition to the master lot grading plan for the Town or any amendment thereto approved by the Town Engineer on file in the office of the Town. Declarant and/or the Town of Lisbon 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 and/or correction of any drainage condition, and the lot owner is responsible for the cost of the same. No owner of any lot nor any person or persons claiming under him, shall or will at any time alter the grade of any lot from that which is naturally occurring in the lot at the time the site developments have been completed by the Declarant, unless and until he shall first obtain the written approval of the ACC for such grade alterations. In order to obtain the Board's approval, the lot owner must, at his own expense, have prepared a grading plan and an erosion control plan which show, in detail, the area to be regarded, the existing and proposed topography and an analysis of the effects on the site drainage. The plan shall not adversely affect the adjacent property owners with regard to drainage or views; the determination of which shall be done by the ACC and the Town of Lisbon. The Declarant and the ACC shall not be liable for any injury or damage that may occur as a result of the Owner's actions in changing the grade.

7.2 SOIL CONDITIONS AND TESTING. The Owner shall have the right to conduct structural soil tests at his discretion and expense following an accepted offer to purchase. Based upon these tests, the Owner may retract his offer to purchase within fifteen (15) calendar days of an accepted offer to purchase. If the Owner does not notify the Declarant of his intent to retract the offer to purchase in writing within fifteen days, the Owner is deemed to have waived all causes of action against the Declarant based on soil and water conditions on the Lot.

ARTICLE 8. INSURANCE

- 8.1 ASSOCIATION INSURANCE. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences that take place with respect to Common Improvements, and such other policies and/or coverages, as the Board deems necessary or advisable.
- 8.2 COVERAGE OF ASSOCIATION INSURANCE. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.
- 8.3 PROCEEDS. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.
- 8.4 COST. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.
- 8.5 WAIVER. The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the

extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

- 8.6 ACTS AFFECTING INSURANCE. No owner or occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design, or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.
- 8.7 EXCLUSIONS FROM COVERAGE. Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitees, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as is excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

- 9.1 GENERAL. This Declaration may be amended by recording in the office of the Register of Deeds for Waukesha County, Wisconsin, a document to the effect executed by the owners of at least 50% of all lots in the development, and by the Town of Lisbon Board, with all signatures duly notarized or by the Declarant prior to the sale of 100% of all lots and by the Town of Lisbon Board. Such amendment shall become effective only upon recording. Notwithstanding the above, the Declarant reserves the exclusive right to amend this Declaration through December 31, 2006, subject to obtaining the Town's approval.
- 9.2 PROCEDURES. Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office.

No action to challenge the validity of an amendment shall be commenced more than one year after the amendment is recorded.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 NOTICE. Any mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

- a. Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Ironwood East Estates documents which is not remedied by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
- b. A lapse, cancellation or material modification of any Association insurance; and
- c. Any proposed action that requires the consent of a Mortgage holder as specified in Article 9.

10.2 MORTGAGEE ACQUISITION OF LOT. A Mortgagee acquiring title to a lot pursuant to remedied provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of the title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 11. RIGHTS OF DECLARANT

11.1 RESERVED RIGHTS. Pending the sale of all Lots by Declarant, Declarant:

- a. May use the Outlots, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and /or rental office or offices, models and signs and/or showing the lots. Declarant may from time to time also delegate such rights (subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefore; provided, however, that (1) once a model home is used as residence for an Occupant, it may not thereafter be used as a "model home"; and (2)

construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

- b. Shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the property and other real property adjacent to it.
- c. Shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

ARTICLE 12. REMEDIES FOR VIOLATION BY OWNER

- 12.1 GENERAL REMEDIES. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Building constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.
- 12.2 OWNER OR OCCUPANT VIOLATION; ASSOCIATION RIGHT TO CURE. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaw or the Rules, which failure continues for a period of fifteen (15) days to following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deem necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 3.7. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.
- 12.3 TOWN OF LISBON ENFORCEMENT. The Town of Lisbon shall have no obligation, at any time, to enforce or prosecute any violation of this document, but

any forbearance or failure on the part of the Town to exercise any right to remedy for any violation shall not be a waiver of such right or remedy under any circumstances.

ARTICLE 13. EASEMENTS

- 13.1 RIGHT OF ENTRY. A right of entry to each Lot or Outlet is reserved to the Association to service utility installations located on, in or under such Lot or Outlet provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Outlet may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlet is or is not present and without liability of the Association or its agents if such entry is necessary for the safety and welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.
- 13.2 DRAINAGE. An easement is reserved to Declarant, the Association and the Town over Lots and Outlots for the installation of drainage tiles, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any master plan approved by the Town.

ARTICLE 14. TERMINATION

14.1 TERMINATION. This Declaration (and any amendments) shall be binding for a period of twenty-five years (from the date the Declaration is recorded) upon all lot owners and any other persons claiming under or through the Declarant. Upon the expiration date of such initial twenty-five year period, this Declaration shall be automatically renewed for a successive period of ten years and thereafter for successive periods of ten years upon the expiration date of the prior renewal period, unless there is recorded an instrument (executed by the owners of at least 50% of all lots in development and by the Town of Lisbon Town Board or by the Declarant prior to selling 100% of the Lots and by the Town of Lisbon Board) terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument.

ARTICLE 15. CONSTRUCTION AND EFFECT

- 15.1 NUMBER AND GENDER. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
- 15.2 INCLUDING. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

- 15.3 CAPTIONS. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.
- 15.4 SEVERABLY. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.
- 15.5 REMEDIES. All remedies herein are cumulative.
- 15.6 WAIVERS. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.
- 15.7 ASSIGNMENT OF DECLARANT'S RIGHT. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.
- 15.8 OTHER REGULATION. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.
- 15.9 TAX DELINQUENCY. In the event Waukesha County and/or the Town of Lisbon becomes owners of any lot through the tax delinquency process, neither Waukesha County nor the Town of Lisbon shall be liable for any fees or special assessments described herein.
- 15.10 DISCLAIMER. Notwithstanding any other provisions of this Declaration, the Declarant is under no obligation to any lot owner to develop or plat at any time any portion(s) of this development not already platted as of the date of recording of this Declaration.

ARTICLE 16. OUTLOT 1 RESTRICTIONS

- 16.1 The owner of Outlot 1 agrees that they shall begin utilizing the new public road right-of-way within 60 days or receiving written notice from the Town that said road right-of-way is open for public travel.
- 16.2 The owner of Outlot 1 further agrees to abandon and remove the driveway presently in, which drive accesses Mary Hill Road through an easement, and restore said area to its natural condition at their sole expense within 60 days of receiving written notification from the Town that the new public road right-of-way is open for public travel.
- 16.3 The owner of Outlot 1 further agrees to extinguish said driveway easement by preparing and recording any and all document which the Town deems necessary for

extinguishment of the same within 14 business days of receiving written notification from the Town that the new public road right-of-way is open for public travel.

ARTICLE 17. SPECIAL PROVISIONS RELATED TO GOLF COURSE

- 17.1 ENTRY. Owners and Occupants of the Lots may not enter on the Golf Course and are cautioned that it may be dangerous to do so.
- 17.2 NO EASEMENTS. While the Golf Course has been designed to minimize the errant flight of golf balls from the Golf Course to the Lots, Owners of Lots acknowledge the possibility of such an occurrence. No easement is reserved for golfers to enter Lots to retrieve golf balls. The Golf Course Owner has no duty to enforce the provisions of this section and shall have no liability for repairs necessitated by or damages caused by any errant golf balls or entry by golfers. Notwithstanding the foregoing, the Golf Course Rules shall specify that golfers may not enter Lots, and reasonable physical demarcations shall be placed on the Golf Course noting that Lots are out of bounds for the Golf Course.
- 17.3 NO RIGHTS IN GOLF COURSE. No Lot owner shall have a property right in the existence of a Golf Course, the maintenance of the Golf Course when constructed, or the use thereof.
- 17.4 GOLF COURSE MAINTENANCE. Golf Course maintenance may occur at any time. The Golf Course Owner may use certain pesticides, herbicides, fungicides or other compounds in the ordinary course of maintenance.
- 17.5 NO PETS AT ANY TIME. Without limiting section 17.1, no pets are permitted on the Golf Course at any time. Any Lot owner violating this section is subject to the sanctions and remedies provided in article 5, which the Association shall impose at the request of the Golf Course Owner for the benefit thereof.

ARTICLE 18. SPECIAL PROVISIONS RELATED TO SKI HILL

- 18.1 NO RIGHTS IN SKI HILL. No Lot Owner shall have a property right or easement in the existence of a Ski Hill, the maintenance or the use thereof.
- 18.2 ENTRY. Owners and Occupants may not enter the Ski Hill unless they are members of the Ski Hill.

Executed at Waukesha, Wisconsin, on the _____ day of _____ 2005

Ironwood East

