

BYLAWS
OF
BROOKSTONE HOMEOWNERS
ASSOCIATION, INC.

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ARTICLE I
NAME AND LOCATION

Section 1. Name. The name of the corporation shall be BROOKSTONE HOMEOWNERS ASSOCIATION, INC. (the "*Association*").

Section 2. Location. The principal office of the Association shall be initially at 6840 Schneider Road, Middleton, Wisconsin. The Board may change the principal office from time to time.

ARTICLE II
PURPOSE, MEMBERSHIP AND INITIAL ORGANIZATION

Section 1. Purpose. The Association shall have the power to enforce the covenants set forth in the Declaration of Protective Covenants for Brookstone Hills (the "*Declaration*"), and for the care and maintenance of Outlot 2. The ownership of a Lot (as defined in the Declaration) will signify the acceptance and ratification of these Bylaws by all such persons. The Association shall have no rights beyond those set forth in the Declaration.

Section 2. Members. The Members of the Association shall consist of the Lot Owners who have record title in their names or who are the purchasers under a recorded land contract.

Section 3. Initial Organization. Notwithstanding any provision set forth in these Bylaws to the contrary, prior to the Turnover of Control, Brookstone South LLC. (the "*Declarant*"), shall designate the initial Directors of the Board, consisting of three (3) persons. The Declarant shall have the right to appoint and remove all of the Directors. After Turnover of Control, the Directors shall be voted on by the Members as set forth in Article III. "Turnover of Control" shall mean the date that the Declarant no longer owns any Lot in the Brookstone Hills Development and turns control of the Board of Directors over to the Members.

ARTICLE III
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. There shall be one (1) vote for each Lot. If a Lot is owned by more than one person or is owned by an entity other than individuals, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates shall be valid until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote of a Lot may be revoked by the Owner thereof at any time. There shall be no cumulative voting. If the Owners of any Lot cannot agree on how to vote, each such Lot shall lose its vote for the particular item voted upon.

Section 2. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding more than twenty-five percent (25%) of the votes entitled to be cast shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for sixty (60) days.

ARTICLE IV MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names, addresses and e-mail addresses of every Member upon whom notice of meetings of the Association shall be served, as well as a current list of the names and mailing addresses of all mortgagees of each Lot. Every Member shall furnish the Association with his or her name, current mailing address, current e-mail address and the current mailing address of his or her mortgagee. No Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Annual Meetings. The annual meetings of the Association shall be held once each calendar year on a date and at a time to be determined by the Board. At each annual meeting the Members shall elect members of the Board in accordance with Article V hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The Board shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by at least twenty-five percent (25%) of the Members is presented to the Secretary.

Section 5. Notice of Meetings. The Secretary shall deliver, mail or e-mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address or email address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, and such notice shall be effective upon the date of delivery, mailing or emailing.

Section 6. Parliamentary Procedure. Except where inconsistent with these Bylaws, meetings of the Association shall be conducted in accordance with the latest revised edition of Robert's Rules of Order.

ARTICLE V
BOARD OF DIRECTORS

Section 1. Number and Qualification. Prior to Turnover of Control, the affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, pursuant to the provisions of Article II, Section 3 above. Commencing at the time of Turnover of Control the affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, all of whom shall be Lot Owners. Any person shall be considered a Lot Owner if they hold a full or partial fee or land contract purchaser's interest in a Lot, or if they hold an ownership interest in, or are an employee of, an entity which holds a full or partial fee or land contract purchaser's interest in a Lot.

Section 2. Election and Term of Office. Each Director shall hold office until his or her successor has been elected and has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected has been so elected.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to perform its functions as provided in the Declaration.

Section 4. Fees. No fee or other compensation shall be paid to any Director.

Section 5. Organization Meeting. The first meeting of a Board after the Turnover of Control, after one or more Directors have been newly elected, shall be held immediately after such election, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone, facsimile or electronic mail, at least three (3) days prior to the day designated for such meeting.

Section 7. Special Meetings. Special meetings of the Board may be called by any Director on three (3) days' notice to each Director, given personally or by mail, telephone, facsimile or electronic mail, which notice shall state the time, place and purpose of the meeting.

Section 8. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, then the majority of those present

may adjourn the meeting to a future time without further notice; and any business which might have been transacted at the meeting as originally called may be transacted at any such future meeting at which a quorum is present.

Section 10. Fidelity Insurance and/or Fidelity Bonds. The Board may cause the Association to maintain fidelity coverage against dishonest acts by any persons, paid or volunteer (including officers and employees), responsible for handling funds belonging to or administered by the Association. The Association shall be the named insured under such insurance coverage. The amount of such coverage shall in be in an amount not less than one hundred percent (100%) of the Association's annual operating expenses and reserves. In the event that all Association funds are handled by a Manager, then the Association may rely on the fidelity coverage maintained by the Manager, if it is determined that such coverage is adequate.

Section 11. Committees. The Board shall have the authority to establish standing and ad hoc committees to assist the Board in conducting the affairs of the Association, and to dissolve any committees which have completed their work, or which do not, in the judgment of the Board, fulfill the purposes for which they were established. Each committee chairperson shall be a Director appointed by the Board. The Board may specify ex-officio members and appoint others as it deems necessary. The Board shall act upon the recommendation of each committee in carrying out its responsibilities to the Owners by being the final authority on all actions of the Association. However, the Board may give such power and authority as the Board deems appropriate to one or more committee(s) to deal with any Managers on behalf of the Board on a day-to-day basis.

Section 12. Officers. There shall not be any initial officers. The Board may appoint officers as needed.

ARTICLE VI BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board may adopt a budget as needed for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items.

Section 2. Assessments. The Board may assess each Lot Owner and the Brookstone Hills Condominium Association, Inc. ("*Condominium Association*") to the extent necessary to obtain funds to carry out its responsibilities under the Declaration and these Bylaws. Assessments to the Condominium Association may only be for the Condominium Association Assessment as defined in the Declaration. If a Member or the Condominium Association fail to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board may take such appropriate measures as may be allowable by law and in accordance with the Declaration. No Member shall be allowed to vote on any Association matter until all unpaid assessments and other debts to the Association are paid.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against

Members be paid by such Members directly to a designated depository. The Board may direct that checks of less than One Thousand Dollars (\$1,000.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers. The Board may also delegate the signature of checks to any professional property manager, management company or managing agent employed by the Association.

ARTICLE VII AMENDMENTS

Section 1. Bylaws. These Bylaws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by Lot Owners that own at least seventy-five percent (75%) of the total Lots, together with such consent of Member's mortgagees as is required in the Declaration. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

ARTICLE VIII INDEMNIFICATION

Section 1. Indemnification. The Association shall, to the extent the alleged liability is not covered by insurance, indemnify the Directors and other Members acting in an official capacity on behalf of the Association.

Section 2. Insurance. The Association may purchase and maintain insurance on behalf of an individual who is an employee, agent, Director or officer of the Association against liability asserted against or incurred by the individual in his or her capacity as an employee, agent, Director or officer, regardless of whether the Association is required or authorized to indemnify or allow expenses to the individual against the same liability under these Bylaws.

Section 3. Liberal Construction. In order for the Association to obtain and retain qualified Directors and officers, the foregoing provisions shall be liberally administered in order to afford maximum indemnification of Directors and officers and, accordingly, the indemnification above provided for shall be granted in all cases unless to do so would clearly contravene applicable law, controlling precedent or public policy.

Adopted effective as of October 10, 2025

BROOKSTONE HILLS

DECLARATION OF PROTECTIVE COVENANTS FOR LOTS 1
THROUGH 16 INCLUSIVE AND OUTLOTS 1 AND 2, PLAT OF
BROOKSTONE HILLS

DOCUMENT #

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Drafted by and Return Address:

Robert C. Procter
Axley Brynson, LLP
P.O. Box 1767
Madison, WI 53701-1767

See Exhibit B

Parcel Identification Number (PIN)

THIS DECLARATION is made by Brookstone South LLC ("*Developer*").

RECITALS:

A. Developer is the fee simple owner of lands legally described and shown on Exhibit A in the Village of Mount Horeb, Dane County, Wisconsin; and

B. The Developer intends to subject the Development to protective covenants that shall run with the land and encumber all Lots and Outlot 2. These covenants shall be binding upon the Owners of any interest therein and their respective successors and assigns. Outlot 1 shall not be subject to such covenants except as specifically provided in Articles 8 and 9.

NOW, THEREFORE, Developer declares that the Development shall be used, held, sold and conveyed subject to these protective covenants, which shall inure to the benefit of and encumber the Development, shall run with the land, and shall bind the Owner of any interest, and shall bind their successors in interest.

ARTICLE 1
STATEMENT OF PURPOSE

1.1 General Purpose. The general purpose of this Declaration is to help assure that the Development will become and remain an attractive community; to preserve and maintain the natural beauty of the Development; to insure the most appropriate development and improvement of each Lot; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Development; and to encourage and secure the construction of attractive residential structures.

1.2 Architectural Control. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

ARTICLE 2
DEFINITIONS

The following definition shall be applicable to this Declaration:

2.1 *"Association"* means Brookstone Homeowners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.2 *"Board"* means the Board of Directors of the Association.

2.3 *"Committee"* means the Architectural Control Committee described in Section 3.1(a).

2.4 *"Condominium"* means the proposed condominium development to be located on Outlot 1 of the Plat of Brookstone Hills, presently expected to be named "Brookstone Hills Condominium" (name subject to change). The Condominium is anticipated to be created under a recorded declaration of condominium pursuant to Chapter 703, Wis. Stats., but as of the date of this Agreement, the condominium has not yet been established. For purposes of this Agreement, any references to the "Brookstone Hills Condominium" shall include (i) the condominium once created, and (ii) until such time, the Owner of Outlot 1 or any other entity or association responsible for the maintenance of the improvements or uses constructed thereon.

2.5 *"Condominium Association"* means the condominium association to be created in connection with the Condominium, as defined under Wis. Stat. ch. 703, which has not yet been formed and is provisionally named the Brookstone Hills Condominium Association, Inc. (name subject to change).

2.6 *"Condominium Unit"* means a Unit in the Brookstone Hills Condominium.

2.7 *"Condominium Unit Owner"* means the person or persons, including any business entity, having the power to convey the fee simple title to a Condominium Unit.

2.8 *"Declaration"* means this Declaration of Protective Covenants.

2.9 “*Delivery*” of any written notice under this Declaration means:

(a) To Lot Owners and any tenants of a Lot Owner: Delivery of notices under this Declaration shall be deemed given when sent by first class mail or a recognized courier service to the address used by the Lot for real estate tax purposes. If the Association maintains a current, up-to-date list of its members’ email addresses, notice may also be delivered by email to the email address designated by the Lot to the Association.

(b) To the Association: Delivery of notices under this Declaration shall be deemed given when sent by first class mail, recognized courier service, or email to the address or email address designated by the Association for official notices, or if none has been designated, to the address of the Association’s registered agent as shown in the records of the Wisconsin Department of Financial Institutions.

(c) To the Condominium Association: Delivery of notices under this Declaration shall be deemed given when sent by first class mail, recognized courier service, or email to the address of the Condominium Association’s registered agent or principal office as shown on its most recently filed Wisconsin Annual Report, or to such other address as the Condominium Association may designate in writing.

The sending party shall retain proof of delivery.

2.10 “*Development*” means Lots 1 through 16 and Outlot 2, Plat of Brookstone Hills. Outlot 1 (the Condominium) is not included in the term “*Development*.”

2.11 “*Dwelling*” means a single-family home to be constructed on the Lots. This term does not include any Condominium Unit.

2.12 “*Lot*” or “*Lots*” means Lots 1 through 16 of the Brookstone Hills Plat. The term does not include any Outlot or any Condominium Unit.

2.13 “*Mount Horeb Zoning Code*” means Chapter 17 of the Village of Mount Horeb General Ordinances, as amended from time to time.

2.14 “*Owner*” means the person or persons, including any business entity, having the power to convey the fee simple title to any portion of the Development.

2.15 “*Plat*” means the Plat of Brookstone Hills.

2.16 “*Register of Deeds*” means the office of Register of Deeds for Dane County, Wisconsin.

2.17 “*Village*” means the Village of Mount Horeb, Wisconsin.

ARTICLE 3
ARCHITECTURAL CONTROL COMMITTEE

3.1 Establishment Duties, Membership.

(a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) The Committee shall initially consist solely of Developer, so long as Developer owns any interest in any Lot. Developer may at any time, at its sole discretion, appoint up to three (3) Owners to serve as the Committee with the decisions rendered by the majority to be binding. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any Lot subject to this Declaration, the directors of the Association shall elect the members and fill vacancies on the Committee.

(c) The Committee may establish and collect reasonable fees, charges, or deposits from Owners in connection with applications, reviews, approvals, inspections, or other services performed by or on behalf of the Committee. Such fees shall be set by the Committee or the Board and shall be used to defray the administrative and professional costs incurred by the Committee and the Association in carrying out their duties under this Declaration.

3.2 Procedure. An Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The Committee may appoint a qualified designee to conduct the initial review of submissions and make recommendations to the Committee. The items submitted to the Committee or the Committee's designee shall include:

(a) Construction details for all buildings, structures, fences, walls and other improvements;

(b) Elevation drawings of any building;

(c) Proposed facades of any building, including the style, color and location of eaves and windows;

(d) A description of materials to be used in any building or improvement;

(e) A detailed site plan showing the building footprint and driveway, the location of all structures with respect to topography and finish grade elevation, the top of the foundation structure in relation to the nearest street or curb elevation and the proposed water drainage patterns;

(f) The color scheme of all improvements;

(g) All exterior lighting;

(h) Proposed fencing;

(i) Detailed landscape plans and specifications which shall show trees to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, berms, walls, patios, family gardens, proposed trees, bedding plantings, and other landscape materials; and

(j) Such other materials as the Committee may deem necessary.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section 3.2 have been submitted. All such submissions shall be to the appointee of the Committee or to the Developer, if no person is designated to review submissions, at its principal place of business (or, if Developer ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 3.5. After initial review by the appointed designee, Developer shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of a majority of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final plans. If the Committee conditionally approves either the preliminary or final plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members. If the Committee fails to render its decision on the preliminary or final plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Owner of the Lot shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

3.3 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

- (a) are not in conformity with any of the restrictions set forth in this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located on the surrounding Lots; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

3.4 Occupancy. No structure on any Lot shall be occupied unless it has been approved by the Committee pursuant to Section 3.2, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

3.5 Fees. The Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs, including the fee of any designee appointed by the Committee, incurred in connection with its review of any preliminary or final plan or of any resubmission of any such plans and such fee may be adjusted at any time by the Committee.

3.6 Approval of Contractors. For each building erected or placed on any Lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Committee prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

3.7 Liability of Committee. The Committee and its designee or its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance or any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Development.

ARTICLE 4 ARCHITECTURAL RESTRICTIONS

4.1 Front and Side Yard Requirements. Each Dwellings constructed on a Lot or any parts thereof shall be built and sited in conformance with the standards set forth in the Mount Horeb Zoning Code.

4.2 Floor Area Minimum. Each Dwelling constructed on a Lot shall have a minimum of floor area of finished living space of 1,400 square feet for a one-story house (i.e., ranch style) and 1,700 square feet for a multi-story or split-level house.

4.3 Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Lots:

- (a) If the chimney is in the front of the Dwelling it must be constructed of brick, stone or stucco.
- (b) All chimneys and flues shall be fully enclosed.
- (c) No T1-11 siding (Oriented Strand Board or plywood) shall be allowed.
- (d) All fascia must be at least six (6) inches in width.

(e) All roofing shall be of laminated architectural grade textured fiberglass, asphalt shingles, wood shakes or other acceptable materials. No standard 3 in 1 shingles shall be allowed.

(f) Vinyl and aluminum siding is restricted to rear and side elevations, and up to seventy (70%) of front elevation. Brick, stucco or other organic material is required on the balance of front elevation; provided, however, the Committee may grant a variance if the specific design style does not require brick, stucco, stone, etc. and the house is otherwise consistent with the standards set forth in this Declaration.

(g) All windows must be wrapped in wood or a simulated wood material with a minimum width of 4".

It is the intent of the Developer to require coordination of trim, siding and roofing colors to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Lots. Applicants should consider the color, materials and design of nearby Dwellings.

4.4 Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building. The Committee shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures, that would not harmonize with the natural surroundings or that would violate any of the standards set forth in Section 3.3.

4.5 Building Location. All buildings should be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The use of front porches by Owners is encouraged. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.

4.6 Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

4.7 Fencing. Fences over four (4) feet in height shall not be allowed on any Lot except for screening of service areas or swimming pools. All other fences shall only be permitted with the prior written consent of the Committee. All fences shall be constructed of vinyl, or metal. Chain link fencing is strictly prohibited. As part of its consent, the Committee may require the installation and maintenance of landscape materials for screening and aesthetic purposes.

4.8 Mailboxes. The United States Postal Service requires centralized cluster mailbox units for mail delivery, which will be installed by the Developer. At closing of the initial sale of each Lot, each initial purchaser of a Lot from the Developer shall reimburse the Developer \$350.00 for that Lot's portion of the cost of the centralized cluster mailbox units. The Association shall be responsible for the maintenance and replacement of the centralized cluster mailbox units including, without limitation, snow clearing.

4.9 Garages: Use of Outbuildings. All garages shall be attached to the Dwelling and shall have space for no fewer than two cars. No trailer, basement, tent, tree house, shack, shed, detached

garage, barn or outbuilding shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

4.10 Play Equipment. Play equipment such as swing sets, playhouses and the like may be installed with the approval of the Committee.

4.11 Stormwater Runoff from Roof. Each Dwelling shall be constructed in a manner such that all stormwater runoff from the roof thereof shall be directed toward an absorbent, permeable surface (that is, an area that is not covered with concrete). Stormwater from roof runoff may not be directly channeled into a driveway, street or into a stormwater drainage system.

4.12 Construction Deadline. Each Dwelling erected shall have its entire external construction completed within six (6) months from the date of issuance of the building permit except for delays in completion due to strike, war or act of God.

4.13 Landscaping. The following guidelines shall be followed for each Lot in the Development:

(a) Landscape plans shall be developed to enhance the ambience of each Lot. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Lot.

(b) All plantings required to be placed upon the Lot shall be planted within thirty (30) days of occupancy of the Dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during any period in which weather conditions restrict the ability to complete the planting (for example, winter).

(c) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement. Neither the Association nor any utility shall be responsible if the installation or maintenance of any utility requires the removal of or damage to any planting installed by an Owner. Any Owner that installs a planting within an easement area does so at its own risk.

(d) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots.

(e) All yards shall be sodded in the front unless an automatic underground sprinkler system is installed.

(f) The landscaping plan for each lot shall achieve a minimum of 600 landscaping points as determined by the following point schedule. All plans shall have a minimum of two Evergreen Trees and one Canopy Tree included. No more than 200 points total shall be allowed for any combination of walls and fences.

Landscaping Element	Point Value
Canopy Tree or Small Tree (a tree caliper of 1 to 2 inches caliper at 18 inches (i.e., Crab, Hawthorn)):	100
Canopy Tree (a tree caliper of 2 to 3 inches measured at 18 inches above the soil level):	125
Canopy Tree (a tree caliper of 3 to 4 inches measured at 18 inches above the soil level):	150
Canopy Tree (a tree caliper greater than 4 inches measured at 18 inches above the soil level):	200
Evergreen Tree (4 feet to 6 feet in height from the base of the trunk):	100
Large Deciduous Shrub (3-year transplant – 36 inch minimum measured from the base of the trunk):	20
Small Deciduous Shrub (3-year transplant – 18 inch minimum measured from the base of the trunk):	10
Decorative Wall (rock, brick) per face foot:	5

4.14 Driveways. All driveways from the garage to any public street shall be paved with concrete within eight (8) months from the date of issuance of the building permit. All driveways shall have sufficient space to allow for parking of no fewer than two cars.

4.15 Swimming Pools. No above-ground swimming pools shall be allowed.

4.16 Mobile and Other Manufactured Homes. Mobile and manufactured homes are not permitted. The Committee may make exceptions for modular or open-panel construction homes that have prefabricated components if size, elevation and building material requirements are met and, in the opinion of the Committee, the finished quality of the improvements will be comparable to a stick-build house constructed on the building site, piece by piece and compatible with other homes within the Lots.

4.17 Variances and waivers. The Committee is authorized in its sole discretion to grant variances or waivers from any provision of this Declaration where such variances or waivers will assist in carrying out the intent and spirit of this Declaration.

4.18 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

ARTICLE 5
USE RESTRICTIONS

5.1 Single-Family Residences. The Lots shall each be used as a single-family residential Dwelling. A Dwelling shall be deemed to be used for “single-family residential purposes” if it is occupied by no more than one family, as that term is defined in the Village’s Zoning Code. No structures shall be erected, altered, placed or permitted to remain on any Lot or part other than one detached single-family Dwelling, not to exceed two stories in height, and a private garage constructed in accordance with Section 4.9. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling with the following exceptions:

- (a) Developer, or an affiliate of the Developer, may use one or more Lots as a sales office, and model home, and / or parade home;
- (b) An Owner may maintain his or her personal, professional library in his or her Dwelling;
- (c) An Owner may keep his or her personal business or professional records or accounts in his or her Dwelling;
- (d) An Owner may conduct his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

Nothing in this Section 5.1 shall authorize the maintaining of an office at which customers or clients customarily call.

5.2 No Renting.

(a) Leasing or Renting of a Dwelling. Except as provided in Section 5.2(b), no Dwelling may be leased or rented. No Owner shall advertise through any form of media or communication, the availability of a Dwelling for rent or lease except for a lease permitted under Section 5.2(b). Advertising on any short-term internet rental site including, but not limited to, VRBO, Airbnb, HomeAway, Expedia, ShortTermHousing.com, and Craig’s List is expressly prohibited.

(b) An Owner may lease a Dwelling in cases of hardship approved by the Association. Examples of hardship may include transfer of an Owner to a new out-of-state job location, illness of the Owner or a relative that would require a temporary absence, deployment of a soldier on a tour of duty, or inability to sell the Dwelling. Prior to the beginning of the lease term, the Owner shall provide the Association a copy of the lease together with a list identifying the names of each tenant that will be occupying the Dwelling during the term of the lease.

(c) Any rental of a Dwelling approved under Section 5.2(b) may only be rented by written lease, which shall include, at minimum, the following:

- i. The term of any such lease shall not be less than twelve (12) months;

- ii. The lease shall not automatically renew (i.e., after expiration of the initial lease, there would need to be a new lease subject to the approval of the Association under this Section 5.2(c));
- iii. The Owner has obtained the prior written approval of the Association as to the proposed tenant and the terms of the proposed lease before the start of the lease term;
- iv. The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same;
- v. The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of five (5) days following Delivery of written notice to the tenant specifying the violation; and
- vi. Standard For Approving or Denying The Leasing of a Dwelling. The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Dwelling in a manner offensive or objectionable to the Association or other Owners by reason of noise, odors, vibrations, or nuisance.

(d) Any Owner who violates this Section 5.2 shall pay the Association immediately upon written demand the greater of (i) \$1,000.00 or (ii) 150% of the daily rental amount (prorated if necessary) paid by the tenant or renter for each day this Article is violated. The Owner shall also pay the Association's actual attorney fees it incurred in enforcing the terms of this Article. The Owner hereby consents to the Association placing on their Lot a lien for the amount owed to the Association.

5.3 Signs. No commercial or business sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the Lot for sale during the hours of open house showings only, or signs provided and allowed exclusively by Developer for builders or licensed real estate brokers during the initial construction and sales periods and for the resale of any Lot or Dwelling. The Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Lots. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.

5.4 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers. All equipment for storage or disposal of such waste material shall be kept in a clean and sanitary condition and suitably screened from view from the street.

5.5 Storage and Parking. Outdoor storage of vehicles, boats, or any other personal property shall not be permitted. The parking of service vehicles owned or operated by an Owner or their families is prohibited unless they are kept in garages. The parking of service vehicles not owned by an Owner is prohibited on any Lot unless the service vehicle is temporarily parked at such times that the service provider is providing services to the Lot or Dwelling. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. On-street parking on public streets shall comply with all municipal requirements. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee. Nothing set forth in this Section 5.5 shall prohibit temporary parking of automobiles, boats, travel trailers, mobile homes, campers snowmobiles, motorcycles, or any other recreational vehicles or moving vehicles for the purpose of loading or unloading for a period of up to twenty-four (24) hours. Construction trailers may be parked on a Lot during construction or remodeling of a Dwelling. No cars or other equipment may be parked on any yard at any time.

5.6 Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot and Dwelling in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard shielded by the Dwelling and provided that such gardens shall be pursuant to plans previously approved by the Committee under Section 3.2.

5.7 Pets and Animals. No more than three uncaged domestic animals may be kept at any one time within a Dwelling. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee in writing. No Owner, tenant, occupant, or guest shall keep, harbor, or maintain on any Lot or within any common area any dog that is a Pit Bull Terrier (including American Pit Bull Terrier, American Staffordshire Terrier, or Staffordshire Bull Terrier), Rottweiler, Doberman Pinscher, Chow Chow, Presa Canario, Akita, or wolf-hybrid unless the Owner obtains prior written permission from the Committee, which the Committee may deny in its sole discretion. The list of restricted breeds may be expanded or modified by the Board from time to time, and any permission granted by the Board may be conditioned as it deems appropriate and may be revoked if the animal exhibits any aggressive, threatening, or dangerous behavior. Each Owner, tenant, and prospective purchaser is responsible for confirming with the Association whether a particular breed is permitted prior to acquiring or bringing a dog into the Development.

5.8 Sidewalk and Terrace Maintenance. Each Owner shall be responsible for snow removal from the sidewalks adjoining such Owner's Lot, and for mowing the grass located within any public right-of-way adjacent to such Owner's Lot, whether or not the Lot has direct vehicular access to the right-of-way.

5.9 Antennae / Solar Panels / Miscellaneous Fixtures. Except to the extent that this section 5.9 is in conflict with any federal law or regulation, no exterior antennas or satellite dishes greater than twenty (20) inches in diameter shall be permitted on any structure or Lot unless approved in writing in advance by the Developer or the Committee. Antennas, solar panels, windmills, walls, fences or miscellaneous fixtures shall be screened from public view to the extent reasonably possible. All exterior lighting on the Lot shall be designed and operated to contain the light, to the extent reasonably possible, within the Lot on which the light is located.

5.10 Outside Clothesline. Clothesline poles shall not be permitted on any Lot. A Lot may have a retractable clothesline which retracts to the Dwelling and shall remain retracted when not in use.

5.11 Garbage, Refuse, and Recycling Containers. All garbage, refuse, and recycling containers shall be stored inside the garage or other enclosed area not visible from the street or neighboring Lots, except during scheduled collection times. Containers may be placed at the curb or designated pickup area no earlier than 12 hours before the scheduled collection time and must be returned to storage no later than twelve 12 hours after collection. At no time shall garbage, refuse, or recycling containers be kept or stored in driveways, side yards, or other locations visible from neighboring Lots or streets, except as expressly permitted herein.

ARTICLE 6 DIVISION OF LOTS BY OWNERS

No Lot shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the subdivision of land.

ARTICLE 7 HOMEOWNERS ASSOCIATION

7.1 Homeowners Association. The affairs of the Lots and Outlot 2 shall be governed by the Association. The Owner of each Lot shall be a member of the Association. Where more than one person holds an Ownership interest in any Lot, all persons holding such interest shall be members, but such Lot shall have only one vote assigned to that Lot. Each Lot Owner shall have such rights as are set forth herein, in the Articles and Bylaws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin. Ownership of a Lot will signify the acceptance and ratification of the Association's Articles, Bylaws and Rules and Regulations by the Owner(s) of a Lot.

7.2 Voting. Each Lot shall have one vote. All actions of the Association not delegated to the Board shall be approved by the Lot Owners holding a majority of the votes assigned to the Lots. Land contract vendees, not the land contract vendors, shall be members of the Association. Persons who hold an interest in a Lot merely as security for the performance of an obligation (including mortgagees) are not members of the Association, although the voting rights associated with a Lot may be assigned to the land contract vendor(s) and/or mortgagee(s) as further loan security on the Lot.

7.3 Developer Control. Notwithstanding anything contained in this Declaration or the Bylaws to the contrary, the Developer shall totally govern the affairs of the Association until the Developer has

sold all of the Lots. The Developer shall turn over control of the Association to the Lot Owners at the earlier of: (i) thirty (30) days after the conveyance of all of its ownership interest in the Lots; or (ii) thirty (30) days after the Developer's election to waive its right of control.

7.4 Board of Directors. After the period of Developer control under Section 7.3, the affairs of the Association shall be managed by an elected board of directors (the "*Board*"). After the period of Developer control under Section 7.3, the Board shall have at least three directors elected by the Lot Owners. The Board shall have such duties, powers and responsibilities as are set forth herein, in the Articles and Bylaws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments.

7.5 Association's Common Expenses and Assessments.

(a) *Association's Common Expenses.* All expenses incurred by the Association are "*Association's Common Expenses*," including, without limitation, its Allocated Share of the Outlot 2 Common Expenses and expenses attributed to the operation of the Committee. The Association's Common Expenses include costs for the operation of the Association, including any costs and fees incurred for professional services such as attorneys and accountants.

(b) *General Assessments.* The Association shall levy monthly or annual general assessments (the "*General Assessments*") against each Lot for maintaining a fund from which the Association's Common Expenses and the Allocated Share of the Outlot 2 Common Expenses may be paid.

(c) *Special Assessments.* The Association may, whenever necessary or appropriate, levy special assessments (the "*Special Assessments*") against each Lot for defraying the cost of the Association's Common Expenses and its Allocated Share of the Outlot 2 Common Expenses that the General Assessments do not cover.

(d) *Allocation of Association Assessments.* General Assessments and Special Assessments are collectively called "*Association Assessments*." Each Lot shall pay one-sixteenth of any Association Assessments.

(e) *Commencement.* The Association Assessments shall commence against a Lot at the time it is first conveyed by the Developer or an Owner to a third-party unrelated to the Developer.

(f) *Collection of Assessments.* Association Assessments and installments on such Association Assessments shall be paid on or before the date when such Association Assessments and installments are due. Any Association Assessments or installment not paid when due shall be delinquent, and the Lot Owner may be charged interest on the unpaid Association Assessments or installment of such Association Assessments. The interest charged shall be calculated from the date when the Association Assessments or installment was first due until the date it is paid. The interest rate to be charged on such unpaid Association Assessments shall be 1.5% per month unless otherwise set by the Board. All payments upon account shall be first applied to the interest, if any, and then to the Association Assessments payment first due. If a Lot Owner fails to pay the Association Assessments within the specified time, such failure

shall constitute a default. No Lot Owner shall be entitled to vote for a Lot at any meeting of the Association if the Lot Owner is delinquent in the payment of Association Assessments.

(g) **Lien for Non-Payment.** The Association Assessments, together with such interest as the Association may impose for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Lot against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 779.70 of the Wisconsin Statutes. The Association shall be entitled to all costs of collection and attorney fees incurred enforcing its rights hereunder.

(h) **Priority of Assessments.** Any first mortgagee of a Lot who obtains title to a Lot pursuant to remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Lot's unpaid Association Assessments which accrued before the acquisition of title to such Lot by such mortgagee; provided, however, the mortgagee shall be responsible for Association Assessments levied after obtaining title of a Lot.

(i) **Responsibility of Transferees for Unpaid Assessments.** The transferee of the Lot title shall be liable for unpaid Association Assessments and interest thereon against the Lot accruing up to the time of the transfer. The Association, upon ten (10) days' written request, shall provide a letter to the purchaser of any Lot that states the existence, if any, of outstanding Association Assessments and interest thereon against the Lot. The Association shall have the right to charge reasonable fees for such statements.

7.6 **Reserves.** This Association may include a reserve for the Association's Common Expenses including, without limitation, for its Allocated Share of the Outlot 2 Common Expenses.

7.7 **Enforcement / Attorneys' Fees.** Developer and the Association shall have the right to enforce the provisions of this Declaration that specifically apply to the Lots or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any such provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. If the Developer or Association initiates a suit or action to enforce the provisions of this Declaration that apply to the Lots, the Developer or Association shall be entitled to recover its court costs and actual, reasonable attorneys' fees from the offending party.

7.8 **Fines; Specific Performance; Interest.** The Lot Owners agree that a violation of the (i) covenants set forth in this Declaration that apply to the Lots, (ii) the Association's Articles and Bylaws, or (iii) the Association's Rules and Regulations may impose irreparable harm to the other Lot Owners or occupants. The Lot Owners agree that the Association may impose a fine not exceeding One Hundred Dollars (\$100.00) per day against the violating Owner for each day a violation is outstanding and has not been cured. All fines assessed shall be paid within fifteen (15) days after Delivery of the notice. The daily cap for fines shall increase five percent (5%) every five years starting from the date the Declaration is executed. All administrative or legal fees incurred in connection with collecting any amounts due hereunder, as well as actual attorneys' fees incurred in connection with an action for injunctive relief, damages, and/or all collections of due amounts, together with interest thereon, shall also be promptly paid by the Lot Owner responsible for the violation. All costs assessed pursuant hereto shall become a lien on the Lot owned by said Owner. Any amounts due hereunder shall bear interest at the maximum rate permitted by law or twelve percent (12%) per annum, whichever is less, from the date such sums are due until paid.

ARTICLE 8
USE OF OUTLOT 2

8.1 Use of Outlot 2. Outlot 2 is designated for and shall be used for stormwater management facilities serving both the Lots and Outlot 1 (the Condominium). Each Lot and Outlot 1 shall have a perpetual, non-exclusive easement over, under, and across Outlot 2 for the conveyance, detention, treatment, and discharge of stormwater. The stormwater management facilities located on Outlot 2 shall accept and accommodate stormwater runoff from the Lots and Outlot 1 in accordance with the stormwater management plans approved by the Village, Dane County, and any other governmental authority having jurisdiction over stormwater management for the Property. The rights granted under this Section shall run with the land and shall be appurtenant to each Lot and to Outlot 1, and shall be binding upon the Lot Owners, the owner of Outlot 1 (and the Condominium Unit Owners when created), and their successors and assigns. Upon the development of Outlot 1, the Condominium Unit Owners shall have the benefit of the stormwater easement and the right to use the stormwater management facilities located on Outlot 2, subject in all respects to this Article 9 and Article 10 of this Declaration.

8.2 No Interference with Stormwater Facilities. No Lot Owner, the Owner of Outlot 2, Condominium Unit Owner, the Association, or the Condominium Association or other person shall alter, obstruct, impair, or otherwise interfere with the flow of stormwater into, through, or from Outlot 2, or take any action that would damage, impair, or reduce the capacity or functionality of the stormwater management facilities located thereon.

8.3 Ownership of Outlot 2. The Developer is the Owner of Outlot 2. The Developer shall have the right to convey such ownership of Outlot 2 to the Association, and in such case, the Association shall accept ownership of Outlot 2. In such case that the Association becomes the owner of Outlot 2, the Association shall assume the obligations and rights of the Developer under this Declaration as to all Outlot 2 Common Expenses, including charging the Condominium Association its Allocated Share of such costs under Article 10.

ARTICLE 9
OUTLOT 2 ADMINISTRATION AND MAINTENANCE, REPAIR AND REPLACEMENT

9.1 Administration. The Developer, or the Association once Outlot 2 is conveyed to the Association, shall be responsible for the administration of the repair, maintenance, replacement, appearance and insurance of Outlot 2.

9.2 Maintenance, Repair, Replacement, Appearance and Insurance of Outlot 2. A 20 feet wide temporary access easement is granted over Outlot 1 to the Developer, and to the Association once Outlot 2 is conveyed to the Association, for ingress, egress, and staging for the purpose of maintenance, repair and replacement of the stormwater facilities as shown on the Plat. A 20 feet wide temporary public drainage easement is granted over Outlot 1 for stormwater management as shown on the Plat. At such time as Outot 1 is developed as a Condominium or some other development, permanent easements shall be granted to the Developer, and to the Association once Outlot 2 is conveyed to the Association for the purposes set forth herein; provided, however, the location of the easements may change and the size of the easements may be reduced so long as they meet the needs to provide ingress, egress, and staging for the maintenance of the stormwater facilities and for the public stormwater management. The Developer, and the Association once Outlot 2 is conveyed to the Association, shall be responsible for any damage resulting from such work and shall return any Lot to

the same condition that existed prior to the commencement of the work. If the Developer, or the Association once Outlot 2 is conveyed to the Association, fails to maintain Outlot 2, the Village shall have the right to require such maintenance by sending written notice to the Developer, or the Association once Outlot 2 is conveyed to the Association, requiring it to complete all necessary maintenance of Outlot 2. If the Developer, or the Association once Outlot 2 is conveyed to the Association, refuse or fail to complete the necessary maintenance within thirty (30) days from the date of mailing of the Village's notice, then the Village may complete the necessary maintenance of Outlot 2 and charge all costs as a special charge to the Lot Owners and Condominium Association Unit Owners for their Allocated Share of such costs.

9.3 Allocated Share of Outlot 2 Common Expenses and Payments.

(a) **Outlot 2 Common Expenses.** All expenses incurred by the Association for the administration of the repair, maintenance, replacement, appearance and insurance of Outlot 2 are "*Outlot 2 Common Expenses*," The Outlot 2 Common Expenses shall include, without limitation, expenses incurred for insurance premiums and reserve funds for extraordinary maintenance, repairs, and replacements of Outlot 2. The Developer, or the Association, once Outlot 2 is conveyed to the Association, shall deliver written notice at least ninety-days (90) days to the Lot Owners and the Condominium Association before incurring any one-time Common Expense greater than \$10,000 for the maintenance, repair, or replacement of Outlot 2. This threshold amount shall increase by \$1,000 every five years starting from the date the Declaration is executed.

(b) **Allocated Share.** The Association and the Condominium Association are responsible for their Allocated Share of the Outlot 2 Common Expenses ("*the Allocated Share*"). There are sixteen Lots in the Association and there will be twenty-one Condominium Units in the Condominium Association. The Allocated Share payable by the Association shall be 43.243% (16/37 rounded) of the Outlot 2 Common Expenses and the Allocated Share payable by the Condominium Association shall be 56.757% (21/37 rounded) of the Outlot 2 Common Expenses.

9.4 **Commencement.** The Allocated Share payable by the Condominium Association is called the "*Condominium Association Assessment*." The Condominium Association Assessment shall commence against the Condominium Association upon the later of: (i) the time the Association begins to incur Outlot 2 Common Expenses; or (ii) the date the Condominium is created.

9.5 **Collection of Condominium Association Assessments.** Condominium Association Assessments and installments on such Condominium Association Assessments shall be paid on or before the date when such Condominium Association Assessments and installments are due. Any Condominium Association Assessments or installment not paid when due shall be delinquent, and the Condominium Association may be charged interest on the unpaid Condominium Association Assessments or installment of such Condominium Association Assessments. The interest charged shall be calculated from the date when the Condominium Association Assessments or installment was first due until the date it is paid. The rate of interest to be charged on such unpaid Condominium Association Assessments shall be 1.5% per month unless otherwise set by the Board. All payments upon account shall be first applied to the interest, if any, and then to the Condominium Association Assessments payment first due. If the Condominium Association fails to pay the Condominium Association Assessments within the specified time, such failure shall constitute a default.

9.6 Lien for Non-Payment. The Condominium Association Assessments, together with such interest and with the costs of collection and actual attorney fees, shall constitute a lien on each of the Condominium Units. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Wisconsin Statutes. The Association shall be entitled to all costs of collection and attorney fees incurred enforcing its rights hereunder.

9.7 Limited applicability To Condominium Units. Outlot 1 and the Condominium Units to be created thereon shall be subject exclusively to the provisions of Article 8 (Use of Outlot 2) and Article 9 (Outlot 2 Administration and Maintenance, Repair and Replacement) of this Declaration, solely for the purpose of granting and regulating stormwater management rights and obligations related to Outlot 2. Except as expressly set forth in Articles 8 and 9, no other covenants, conditions, restrictions, assessments, obligations, rules, or provisions of this Declaration shall apply to Outlot 1 or the Condominium Units, and neither the Association nor its Board shall have any authority or jurisdiction over Outlot 1 or the Condominium Units. No amendment or modification of this Declaration shall impose any additional covenants, conditions, restrictions, assessments, obligations, or provisions upon Outlot 1 or the Condominium Units, or otherwise affect their rights or obligations under this Declaration, without the prior unanimous written consent of the Condominium Association and all Condominium Unit Owners. Any amendment adopted in violation of this Section shall be null and void and of no force or effect as to Outlot 1 and the Condominium Units.

ARTICLE 10 INSURANCE

10.1 Public Liability Insurance. The Owner of Outlot 2 shall obtain and maintain a comprehensive liability insurance policy for the Developer / Association, its officers, directors, and the Lot Owners against any liability arising out of the maintenance, repair, ownership, or use of Outlot 2. Liability coverage shall be for at least \$500,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage obtained under this Section 11.1 shall be included in the Outlot 2 Common Expenses.

10.2 Fidelity Insurance. The Association may maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than one hundred percent (100%) of the Association's annual operating expenses and reserves. The cost of Fidelity Insurance shall be included in the Association Assessments.

ARTICLE 11 MISCELLANEOUS

11.1 Term and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot, Outlot 2, and Outlot 1, but only as to Articles 8 and 9, for a period of twenty-five (25) years from the date this Declaration is initially recorded. Until Developer no longer holds any interest of record in any property comprising the Plat of Brookstone Hills , this Declaration may be amended by the recording of a written instrument executed by the Developer. Thereafter, until the termination of this Declaration, this Declaration may be amended by recording of an instrument executed by the Owners of at least Fifty-One Percent (51%) of the Lots subject hereto. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten

(10) years, unless an instrument executed by the Owners of at least Fifty-One Percent (51%) of the Lots subject to it has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Lot shall constitute a unit having a single vote. Notwithstanding the foregoing, no amendment or modification of this Declaration shall affect Outlot 1 or the Condominium Units, or impose any covenants, conditions, restrictions, assessments, obligations, or other provisions on Outlot 1 or the Condominium Units, except as expressly provided in Articles 8 and 9, without the prior unanimous written consent of the Condominium Association and all Condominium Unit Owners, as set forth in Section 9.7. Any amendment adopted in violation of Section 9.7 shall be null and void and of no force or effect as to Outlot 1 and the Condominium Units.

11.2 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

11.3 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in the Development.

11.4 Assignability of Developer's Rights. Developer may, by written recorded assignment, transfer its rights as Developer under this Declaration to any person who, effective upon the recording of the assignment, shall be the Developer for all purposes under this Declaration.

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**SIGNATURE PAGE DECLARATION OF PROTECTIVE COVENANTS
FOR LOTS 1 THROUGH 16 INCLUSIVE AND OUTLOTS 1 AND 2, PLAT OF BROOKSTONE HILLS**

Executed at Middleton, Wisconsin on October 17, 2025.

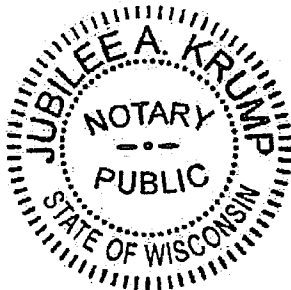
BROOKSTONE SOUTH LLC

By: Jeffrey A. Jaschinski
Jeffrey A. Jaschinski, Authorized Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on October 17, 2025 by Jeffrey A. Jaschinski as the Authorized Member of Brookstone South LLC.



Jubilee A. Krump
Jubilee A. Krump
Notary Public, State of Wisconsin
My commission expires 7/11/2028

CONSENT OF MORTGAGEE

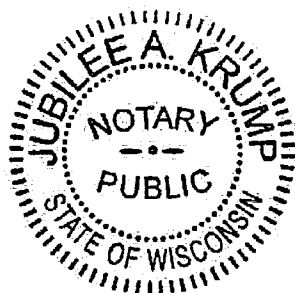
The undersigned certifies that it is the holder of the mortgage lien encumbering the Property described on Exhibit A. The undersigned hereby joins and consents to this Declaration of Protective Covenants.

Dated this 17th day of October, 2025.

OAK BANK
By: [Signature]
Linda Zimdars, Senior Vice President
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on October 17, 2025 by Linda Zimdars the Senior Vice President of Oak Bank.



[Signature]
Name (printed): Jubilee A. Krump
Notary Public, State of Wisconsin
My commission: 07/11/2028

EXHIBIT A

Lots 1 through 16 and Outlots 1 and 2, Plat of Brookstone Hills, in the Village of Mount Horeb, Dane County, Wisconsin, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on October 14, 2025, as Document No. 6057033, in Volume 61-0418 of Plats, on Pages 226-227.

EXHIBIT A

BROOKSTONE HILLS

UNIMATED LAKES BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTH 431 QUINCY SECTION 14, TOWNSHIP 10 NORTH, RANGE 6 EAST, VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

CERTIFICATE OF VILLAGE TREASURER

DATE: 10-1-2025

TO: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

FROM: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

10-1-2025

CERTIFICATE OF COUNTY TREASURER

DATE: 10-1-2025

TO: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

FROM: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

10-1-2025

CERTIFICATE OF VILLAGE CLERK, VILLAGE BOARD RESOLUTION

DATE: 10-1-2025

TO: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

FROM: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

10-1-2025

OWNER'S CERTIFICATE OF REDIGATION

TO: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

FROM: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

10-1-2025

10-1-2025

OWNER'S CERTIFICATE

TO: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

FROM: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

10-1-2025

10-1-2025

CONSENT OF MORTGAGE

TO: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

FROM: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

10-1-2025

10-1-2025

SURVEYOR'S CERTIFICATE

TO: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

FROM: THE VILLAGE OF SOUTH HOLLAND, DANE COUNTY, WISCONSIN

10-1-2025

10-1-2025



DATE: 10-1-2025
BY: [Signature]
VILLAGE CLERK

DATE: 10-1-2025
BY: [Signature]
VILLAGE CLERK

DATE: 10-1-2025
BY: [Signature]
VILLAGE CLERK

DATE: 10-1-2025
BY: [Signature]
VILLAGE CLERK

DATE: 10-1-2025
BY: [Signature]
VILLAGE CLERK

DATE: 10-1-2025
BY: [Signature]
VILLAGE CLERK

DATE: 10-1-2025
BY: [Signature]
VILLAGE CLERK

DATE: 10-1-2025
BY: [Signature]
VILLAGE CLERK

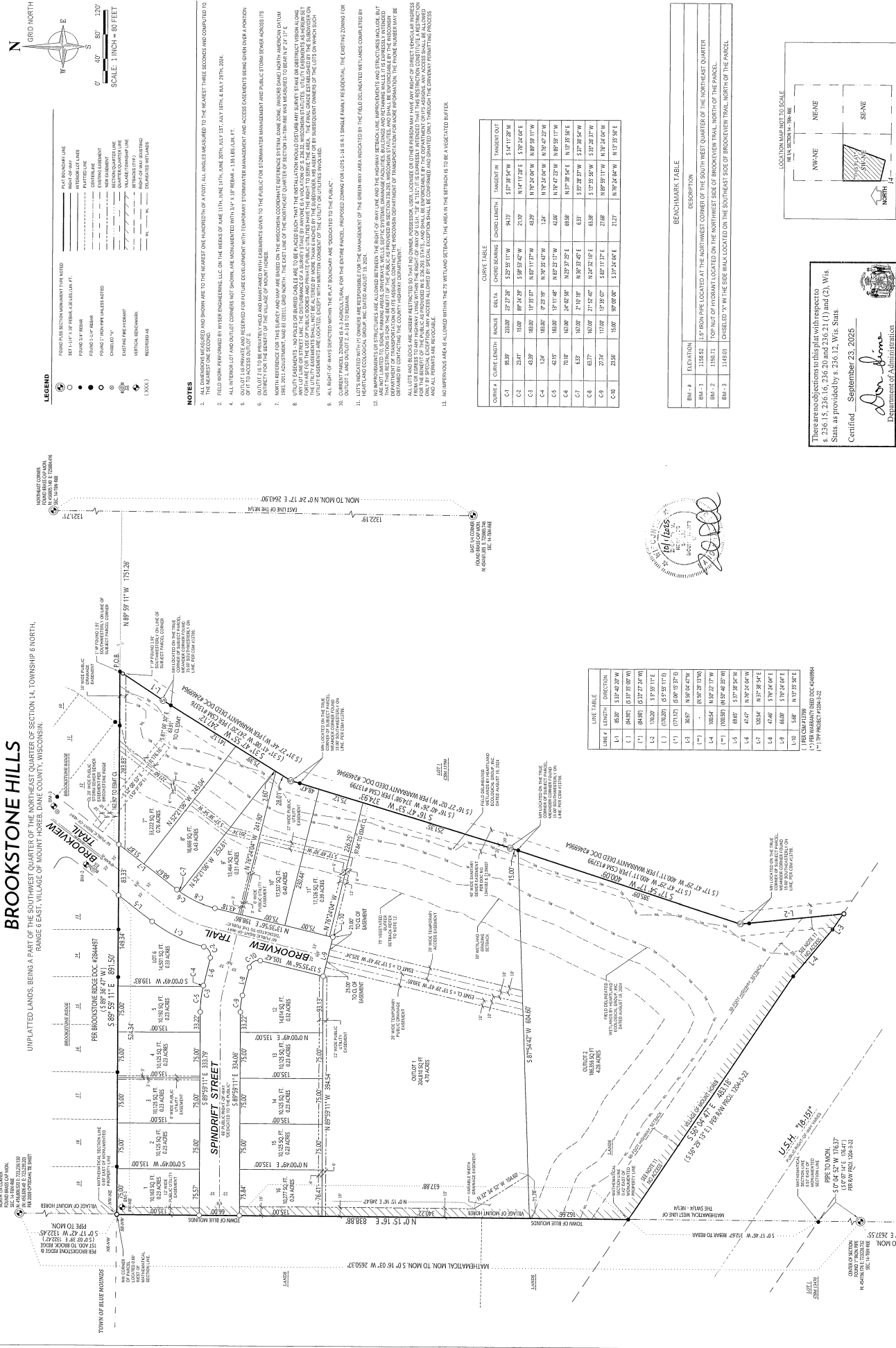
DATE: 10-1-2025
BY: [Signature]
VILLAGE CLERK

EXHIBIT B

Parcel Identification Numbers

0606-141-4001-1	0606-141-4100-1
0606-141-4012-1	0606-141-4111-1
0606-141-4023-1	0606-141-4122-1
0606-141-4034-1	0606-141-4133-1
0606-141-4045-1	0606-141-4144-1
0606-141-4056-1	0606-141-4155-1
0606-141-4067-1	0606-141-4166-1
0606-141-4078-1	0606-141-4177-1
0606-141-4089-1	0606-141-4188-1

Doc# 6057033



SUBDIVIDER OWNER:
BROOKSTONE SOUTH, LLC
1500 W. WISCONSIN AVE., SUITE 200
MIDDLETON, WI 53522
www.brookstonehills.com

SURVEY ENGINEER/PLANNER:
WAYNE ENGINEERS
1500 W. WISCONSIN AVE., SUITE 200
MIDDLETON, WI 53522
www.wayneengineers.com

Brookstone Hills Homeowners Association Annual Budget - 2026

Last Updated

9/29/2025

Outlot 2 Cost Allocation Method:

	Units	% of Units
16 SF lots	16.00	43.24%
Outlot 1	21.00	56.76%
Total acreage	37.00	100.00%

Expenses	Costs	Outlot 1
Insurance	\$1,700.00	\$0.00
Accounting Services	\$200.00	\$0.00
Outlot 2 management	\$2,500.00	\$1,419.00
Outlot 2 Reserve Fund	\$500.00	\$284.00
Total costs	\$4,900.00	
Less Outlot 2 shared costs	-\$1,703.00	\$1,703.00
Costs for BH HOA	\$3,197.00	
Number of Units	16.00	
Monthly Fee Per Unit	\$ 16.65	
Annual Fee Per Unit	\$ 199.80	
Annual fee charged to lot owners	\$ 200.00	