

DECLARATION OF RESTRICTIONS
EMERALD PRESERVE

WHEREAS, Plow and Hearth LLC, (herein referred to as "Developer"), is the owner of the premises known and described as follows:

"EMERALD PRESERVE" described as being:

Lot 1, Outlot 1 and Outlot 2 of Certified Survey Map No. 6054 located in THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 18 EAST, TOWN OF ERIN, WASHINGTON COUNTY, WISCONSIN,
and

Lot 1, Lot 2, Lot 3, and Outlot 1 of Certified Survey Map No. 6055 located in THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 18 EAST, TOWN OF ERIN, WASHINGTON COUNTY.

THEREFORE, Developer hereby declares that the real property herein described (and herein referred to as "Development") shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions and covenants hereinafter set forth, which shall run with the land and inure to the benefit of said property and each and every parcel thereof, and shall apply to and bind all owners thereof and their successors in interest.

General Restrictions

1. GENERAL PURPOSES. The purpose of this Declaration is to insure that best use and most appropriate development and improvement of each building site in the Development; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve, as far as is practicable, the natural beauty of the Development; to guard against the erection in the Development of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure a quality residential development; to encourage and secure the erection of attractive homes in appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high quality of improvement in the Development, and thereby to preserve and enhance the value of investments made by purchasers of building sites in the Development.
2. ARCHITECTURAL CONTROL. In order to maintain harmony in appearance, and as a protection against undesirable and inharmonious construction of buildings, the right to refuse approval of any plans and specification and/or plot plan is hereby given. In passing upon such plans, specifications and plot plans, the Architectural Control Committee (herein referred to as "ACC") shall have the right to take into consideration the suitability of the proposed building or other structure, the harmony thereof with the surroundings, including the setback lines of adjacent buildings, and the effect of said proposed building or other structure upon the outlook from the adjacent or neighboring properties.

No buildings, main or accessory, driveway, fence, wall, deck, pools, well, stable, or any kennels shall be erected, placed or altered on any lot until the construction plans, and specifications and a plan showing the location of the proposed structure shall have been approved by the ACC, or its duly appointed agent, as to: employment and quality of material, colors, harmony of exterior design with existing structures, and as to the location of the proposed side, front, and rear setbacks, and as to topography and finished grade elevations. Two copies of complete building plans are to be submitted to the ACC. A duplicate copy of the above plans and specifications as submitted and approved, shall be provided for the permanent file of the ACC.

3. BUILDING LOCATIONS. Setbacks shall be a minimum of 100 feet from center line of the road or 67 feet from the right-of-way line, whichever is greater, or as designated within the building zone on the approved Certified Survey Maps

4. **BUILDING TYPE AND SIZE.** All lots in the Development shall be for single family dwellings and are restricted to the erection of a one story or a two story residence building with an attached three or four car garage. All garages are to utilize side entry so as to minimize view of the garage doors from the road. Residence building shall be subject to the following area restrictions: (All minimum footages are exclusive of carports, garages, open porches, basements, and finished exposed lower level areas.)
 - a. A one story home shall be a minimum of 3200 square feet on the main living level.
 - b. A two story home shall be a minimum of 3600 square feet with a minimum of 1400 square feet on the main living level.

All exterior veneer of a building's wall construction, exterior fireplaces and chimneys, shall be of natural materials: stone, brick, stucco, Hardi Plank or similar cement based siding, or wood, and must be approved by the Architectural Committee. Roofing material shall be of natural materials such as: cedar shake, tile, slate or a minimum of 320# asphalt dimensional shingle. No 3-tab shingles will be allowed. Exposed portions of any foundation shall be finished with brick or stone veneer, stucco or split face block.

5. **GARAGES.** All garages shall be a minimum of 800 square feet and shall be attached to the principal building and built at the same time as the principal dwelling, and shall accommodate at least three (3) automobile spaces. Absolutely no boat, mobile home, any unlicensed vehicle, off road vehicle, or trailer of any kind may be parked for more than 10 days in any month or more than a total of 20 days in any calendar year on any lot outside of a garage within the Development perimeter, except for trucks delivering materials, merchandise, or providing a service during construction or remodeling periods. Unless specifically waived by the ACC, garages shall be situated so that the vehicular doors are not facing the street.
6. **DRIVEWAYS.** The owner of the lot shall, within two (2) years of the date of issuance of an occupancy permit (temporary or permanent) for a residence on a lot, install a concrete, brick paver, or asphalt driveway extended to the Glendalough Court right-of-way. Driveway construction within the right-of-way shall consist of asphalt unless permitted otherwise by the ACC and the Town of Erin.
7. **ELEVATION AND GRADING.** Each parcel shall be graded to harmonize with the finished or proper grade of parcels of land adjoining and the final decision regarding such grading shall be made by the ACC.
8. **ACCESSORY BUILDINGS.** Accessory buildings designed and constructed to resemble or complement the house in style and building materials will be allowed, providing such buildings conform to Town or Erin Zoning Ordinance and are approved by the ACC.
9. **LANDSCAPING.** Lots shall be landscaped and seeded and/or sodded within fifteen (15) months following approval of the final building inspection in accord with the ACC approved landscaping plans of the lot which may include areas for natural plantings or wooded areas not requiring mowing. Landscaping shall include the area between the front lot line and the edge of the street pavement unless wooded and shown on the landscaping plan to remain as per plan.
10. **NUISANCES.** In order to maintain the Development as a desirable residential area, lot owners shall be responsible for cutting grass and weeds on their lots and on that portion of the road right-of-way adjacent to their lots. Noxious weeds, refuse piles, uncut lawns or other unsightly growths shall not be permitted to grow or remain upon the premises. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, not for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or what will be obnoxious to the eye.

11. COMPLETION OF CONSTRUCTION. Exterior construction (foundation, exterior walls, windows, doors and finish roofing) shall be substantially completed within twelve (12) months from the date of issuance of building permit. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the ACC and an occupancy permit is obtained from the Town of Erin. Occupancy must be issued within 2 years of issuance of the building permit.
12. INGROUND SWIMMING POOLS. Only in ground swimming pools are permitted, and shall meet Town ordinances and specifications. The plans, specification and survey for the swimming pool project shall be submitted to the ACC prior to the commencement of any construction. The ACC shall either approve or disapprove, in writing within twenty-five (25) days thereafter and prior to the Town Building Inspector's review and approval.
13. HEDGES, FENCES AND WALLS. No hedges, fences, walls, retaining walls, large scale sculptures, or similar structures, except plant hedges installed as an integral part of the landscaping plan, shall be located on the premises without the prior written consent of the ACC and the Town Building Inspector, who shall assure that all applicable Town ordinances are followed.
14. SIGNS. All Town of Erin sign Ordinances pertain to this Development.
15. BUSINESS AND TRADE. No business, trade, manufacturing or commercial activity of any kind shall be carried on upon any lot in said Development, except professional offices as permitted by applicable zoning regulations may be maintained for the owners use in their residence. Nothing shall be done thereon which may be, or become, any annoyance or a nuisance to the residents of the said Development.
16. WIRES AND ANTENNAS. All exterior telephone and electric service and utility wiring (including, without limitation, service lines to individual dwellings) shall be installed underground unless otherwise permitted by the ACC prior to such installation. All air conditioners shall be concealed from street view and be located in a manner approved by the ACC. No external television, cable television, ham or radio antennas, or other similar devices shall be erected upon, atop, or on any dwelling or lot unless installation has FCC approval. Satellite dishes of no more that 24" in diameter are allowed but must be placed to minimize their visibility from the road.
17. ANIMALS. All Town of Erin animal Ordinances pertain to this Development.
18. STORAGE OF GARBAGE AND OTHER MATERIALS. No garbage, refuse or rubbish may be dumped on any vacant lot in the Development. No machinery, lumber or building materials shall be parked or stored on any lots in the Development except as may be necessary during actual building operations. Trash, garbage or other waste shall be kept in sanitary containers screened from view and when being collected shall not be left overnight at the end of driveways. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. During the period of construction, lot owners shall maintain control of construction trash and waste.
19. MAIL BOX. A mail box bank will be supplied by the developer at the entrance to Emerald Preserve.
20. OFF ROAD VEHICLES, ATV'S, TRACTORS, GO-CARTS, SCOOTERS, MOTORCYCLES, SNOWMOBILES AND MINI-BIKES. The keeping of and appropriate daytime use of these vehicles is allowed. The use of them, however, between the overnight hours of 8 p.m. to 8 a.m. is prohibited. As respects all lots, the outside parking and/or storage of the aforementioned vehicles is prohibited. Further, it is expected that property owners will exhibit common sense as to how such vehicles are utilized in consideration for their neighbors.
21. EXTERIOR LIGHTING. Each residential parcel in the Development may install exterior lighting. The orientation of such exterior lighting shall be directed downward or upward and shall be of

low light intensity so as to avoid an illumination encroachment onto any neighboring parcel. Lighting sources shall be shielded to minimize any direct visual exposure of light sources from the street elevation or neighboring properties. In no event shall any resident be permitted to direct any exterior lighting either outward or upward toward any neighboring residence.

22. UTILITIES AND EASEMENTS. Where easements for the installation and maintenance of utilities and drainage facilities are reserved, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the parcel, except for those improvements for which a public authority or utility company is responsible.
23. TELEPHONE AND ELECTRIC SERVICE. All telephone and electric service to any building on any lot shall be underground from the underground utilities system and no overhead service shall be provided or allowed.
24. ARCHITECTURAL CONTROL COMMITTEE. The ACC referred to in this Declaration of Restrictions shall be composed of the Developer, and/or his duly appointed agents. Upon the sale of the last lot as owned by Plow and Hearth LLC, all lot owners shall be notified by certified mail and the Emerald Preserve Owners Association will assume the responsibilities of the ACC. The "Committee" approval or disapproval, accomplished through majority vote as put forth by three (3) acting ACC members, as required in these covenants, shall be in writing. In the event the ACC, or its agents, fail to approve or disapprove duplicate plans and specifications therefore, and the plot plan, within forty-five (45) days after formal acceptance of the application by the ACC, approval shall be deemed to have been obtained insofar as required by the above paragraphs only. All other provisions of these restrictions are to have full force and effect. Action by said "Committee" shall be final and conclusive as to persons then or thereafter owning lots in said Development. Any interested person may seek review of the decision of the ACC by filing an action in the Circuit Court for Washington County with thirty (30) days of the date of the decision of the ACC being reviewed. Funds to support all costs that are deemed reasonably necessary by the ACC in the performance of ACC functions, shall be raised by the Owners Association through its dues assessment power as described herein.
25. TERM. These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and shall automatically be extended for periods of five (5) years, unless an amendment is recorded prior to the expiration of such period.
26. OWNER ASSOCIATION RESPONSIBILITY. Each lot owner shall be a member of the Emerald Preserve Owner Association and shall be entitled to one (1) vote and shall be responsible for the payment of annual dues as established by the Owners' Association.
27. SIGN, DRAINAGE, AND LANDSCAPE MAINTENANCE. The Owners' Association has the responsibility of properly maintaining Glendalough Court per the recorded Town of Erin Private Road Agreement and maintaining all drainage easement areas.
28. DESIGN CONSIDERATIONS. Developer may, in its sole discretion, permit home designs ranging from rustic to primitive Early American, Irish, or other European designs, to contemporized versions thereof, provided their appearance and massing are reasonably compatible to the benefit of all lot owners.
29. RESERVED. [Reserved for future amendment, if any.]
30. OWNERS' ASSOCIATION. The Emerald Preserve Owners' Association shall be established as follows:

- a. The Association shall be established as either a non-profit corporation or a non-profit association. Membership shall pass with title to each lot.
- b. The Association shall be governed by a Board of Directors consisting of three (3) directors, who shall act by majority vote. So long as any vacant lot in a subdivision is owned by the developer, developer shall be entitled to appoint a sufficient number of directors such that directors appointed by the developer constitute a majority.
- c. As required elsewhere herein, each lot owner in the subdivision shall be subject to and responsible to pay assessment by the Association for a share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on such lot as provided by sec. 779.70, Wis. Stats. It is a duty of the Association to raise sufficient funds through its dues assessment power described herein to support all costs that are deemed reasonably necessary by the ACC in the performance of the ACC functions and for general development maintenance.
- d. The initial Articles of Incorporation and By-Laws of the Association shall contain such additional provisions as developer may deem appropriate at the time of establishment of the Association.

31. RESERVED. [Reserved for future amendment, if any.]

32. ENFORCEMENT. The ACC shall have the right, where there shall have been built or commenced to be built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and to summarily abate or remove the same at the expense of the owner after giving owner or occupant ten (10) days notice in writing. The failure to promptly enforce any of the reservations and restrictions shall not bar their enforcement. The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The proceeding may seek to recover damages, legal cost of enforcement and/or demand compliance.

Compliance with all applicable land use and building codes and regulations of the Town or Erin and other governmental agencies having jurisdiction within the Development, and with all restrictions appearing on the final plat of the Development is required, except that when the requirements of this declaration exceed the requirements of such codes, regulations or restrictions, then there must be compliance with this declaration. Prior to the resale of individual properties within the Development, the future owner shall be furnished a copy of the deed restrictions by the owner of record. The owner of record shall then provide the ACC with a receipt from the future land owner of that delivery.

Any owner violating these restrictions shall be personally liable for and shall reimburse Developer or Developer's successor for all costs and expenses, including attorney's fees, incurred in enforcing these restrictions.

33. RESERVED. {Reserved for future amendment, if any.}

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

35. AMENDMENTS TO DECLARATIONS. Any restrictions, protections, covenants, or provisions within this declaration may be annulled, waived, changed, modified or amended at any time by written declaration or amendment, executed by the Developer as long as the Developer owns any lot in the subdivision. Thereafter, any such written declaration or amendment may occur only when executed by the owners of at least 75% of the lots. However, no amendments shall be effective without the formal written consent of the Town Board of the

Town of Erin. The Town's consent shall be in the form of a resolution of the Town Board approving the amendment, a certified copy of which must be attached to the amendment at the time of recording. Amendments shall become effective only upon due recording with the Register of Deeds for Washington County, Wisconsin.

36. CONFLICTS BETWEEN RESTRICTIONS AND ZONING OR BUILDING REGULATIONS. In the event of any conflict between these restrictions and the Town or County's zoning and build regulations, the stricter provisions shall apply.