

**DECLARATIONS AND
RESTRICTIVE COVENANTS FOR
FOUR WINDS SUBDIVISION**

Document Number

Four Winds Subdivision being a subdivision of the Southwest Quarter of the Southwest Quarter of Section 20, and part of the Northeast Quarter and Southeast Quarter of the Southeast Quarter of Section 19, Town 9 North, Range 17 East, Town of Ashippun, Dodge County, Wisconsin, bounded and described as follows:

The Southwest Quarter of the Southwest Quarter of Section 20, Town 9 North, Range 17 East, and the Northeast Quarter and Southeast Quarter of the Southeast Quarter of Section 19, Town 9 North, Range 17 East, Town of Ashippun, Dodge County, Wisconsin, bounded and described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 20; thence North $87^{\circ} 20' 47''$ West along the South Line of the Southeast Quarter of said Section 19; 423.757 feet; thence North $02^{\circ} 43' 52''$ West 25.110 feet; thence North $36^{\circ} 33' 42''$ West 51.560 feet to a point on the Easterly Right-of-Way Line for State Trunk Highway "67"; thence North $01^{\circ} 10' 00''$ East along said Easterly Right-of-Way Line 118.000 feet; thence North $04^{\circ} 17' 37''$ East along said Easterly Right-of-Way Line 315.520 feet; thence North $00^{\circ} 46' 47''$ East along said Easterly Right-of-Way Line 787.500 feet; thence North $01^{\circ} 29' 05''$ East along said Easterly Right-of-Way Line 383.720 feet; thence North $05^{\circ} 59' 34''$ West along said Easterly right-of-Way Line 159.070 feet; thence South $87^{\circ} 37' 24''$ East 411.441 feet to a point on the East Line of said Quarter Section; thence South $00^{\circ} 26' 23''$ East along the East Line of said Quarter Section 511.215 feet; thence South $89^{\circ} 41' 19''$ East 1321.436 feet; thence South $00^{\circ} 11' 10''$ East 1319.015 feet to a point on the centerline of Roosevelt Road and the South Line of the Southwest Quarter of Section 20; thence North $89^{\circ} 42' 59''$ West along the South Line of said Quarter Section 1315.790 feet to the place of commencement, containing 2,506,760 square feet of land, or 57.54729 acres of land.

This space reserved for recording data

RETURN TO

Timothy J. Andringa
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No. _____

**DECLARATIONS AND RESTRICTIVE COVENANTS
FOR
FOUR WINDS SUBDIVISION**

THESE DECLARATIONS AND RESTRICTIVE COVENANTS made this 14th day of May, 2004, by FOUR WINDS SUBDIVISION, LLC, hereinafter "Developer".

WHEREAS, Developer is the owner of real property described herein located within the Town of Ashippun, Dodge County, Wisconsin, which is to be subdivided and known as Four Winds Subdivision; and

WHEREAS, Developer desires to subject the property to the conditions, restrictions, covenants, reservations, and easements contained herein for the benefit of the property and for the benefit of each owner of any part for purposes of creating a desirable and aesthetically pleasing residential development.

NOW, THEREFORE, the Developer hereby declares that the real property described herein which shall inure to the benefit of the Developer, its heirs, successors and assigns, and to all parties hereinafter having any interest in the property as follows:

1. Property Subject to Declarations and Restrictive Covenants. These Declarations and Restrictive Covenants established by this instrument shall apply to all residential lots 1-61 and outlot 2 as shown and depicted on the Final Subdivision Plat of Four Winds Subdivision of the Town of Ashippun, recorded in the office of the Register of Deeds for Dodge County, Wisconsin.

2. General Purpose. The purpose of these Covenants is to ensure the best use of and most appropriate development and improvement of each lot and to protect owners of each lot against such use as will detract from the residential value of the property. The purpose is to preserve as much as practicable, the natural beauty of the property; to guard against the erection of poorly designed and proportioned structures and to obtain harmonious use of material and color schemes. Further, the purpose is to ensure the highest and best residential development of said property and to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from street and adequate spacing between structures, and in general to provide adequately for a high type and quality of improvement of said property thereby to preserve and enhance the value of investments made by purchasers of lots therein.

It is inherent in these covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion, and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of final approval.

3. Architectural Control Committee. An Architectural Control Committee is hereby created consisting of two individuals to be appointed by the Developer. At such time that all lots in the

subdivision have been sold to third parties or as otherwise provided herein, the Architectural Control Committee members appointed by the Developer shall be replaced.

The Architectural Control Committee members shall be allowed access to the properties during construction to determine whether or not construction complies with the covenants and restrictions and approvals granted by the Architectural Control Committee prior to construction without permission of the owners of the property. Upon inspection, the Architectural Control Committee reserves the right to collect samples of building materials used on the construction of the home, as well as manufacturer's packaging or evidence of weight, color, and quality of materials used.

The Architectural Control Committee must give its written approval prior to construction, changes or alterations of any of the following: (a) buildings; (b) fences; (c) signs; (d) walls; (e) swimming pools; (f) storage buildings; (g) dog kennels; (h) other structures of any kind or character; (i) color; (j) exterior materials; (k) plat of survey to include first floor elevation, four corners of the lot elevation, foundation elevation, both existing and proposed; (l) finish grading plan; (m) foundation design with regard to basement construction if deemed necessary by the Committee; and (n) landscape plan.

A. Plans and Specifications. Complete plans, specifications, color selections and stake out plat of survey shall be submitted in triplicate to the Architectural Control Committee detailing items (a) through (n) above. The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which, in its opinion, are not desirable for aesthetic or for any other reasons and in passing upon such plans and specifications, the Architectural Control Committee shall have the right to establish the grade and take into consideration the suitability of the proposed building or other structure in relationship to its location and relationship to other existing structures; the effect of the proposed structure upon the value of other structures in the subdivision and other lots in the subdivision; the materials of which it is to be built; the site upon which it is proposed to be erected; the harmony of the design and exterior colors thereof with surrounding buildings; the view and outlook from adjacent property, and any and all other considerations which may affect or influence the Architectural Control Committee in attempting to comply with the purposes herein above set forth. The Architectural Control Committee may grant variances from such minimum requirements herein as to size or location not to exceed ten percent (10%) and not in violation of the town ordinances as then in effect, in such cases as in the opinion of the Committee, the essence and spirit of these covenants will be promoted thereby. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee fails to act within thirty (30) days after triplicate plans and specifications have been submitted to it, approval will be deemed to have been obtained in so far as required by this paragraph only; all other provisions of the restrictions to have full force and effect. Action by said Architectural Control Committee shall be binding, final and conclusive as to persons then or thereafter owning lands in said subdivision.

Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given, the plans shall be strictly adhered to.

B. Membership to the Architectural Control Committee. Under no circumstances shall any member of the Architectural Control Committee, their heirs, personal representatives, successors and assigns, be liable for damages for acts or failure to act in the capacity of a member of the Architectural Control Committee and it is expressly understood and agreed that the sole remedy against the member of

the Architectural Control Committee for such members misfeasance or nonfeasance as a member of the Architectural Control Committee shall be to seek and obtain injunctive relief to prevent the breach of or to enforce the observance of the restrictions and covenants in this declaration. So long as the Developer, or their assigns, shall own any lot in Four Winds Subdivision, or resigns the authority and function of the Architectural Control Committee, such functions and authority shall be lodged in and exercised by such persons as may be appointed for that purpose by the Developer, or its assigns, with the right of Developer to revoke such appointment and to appoint successors in substitution thereof. Such appointment, other than the original appointment shall be in writing and recorded in the office of Register of Deeds in and for Dodge County, Wisconsin. The initial appointment shall be as follows: Donald Sebastian and Judy Sebastian. When the Developer no longer owns any lots in the subdivision or resigns, then the Architectural Control Committee shall consist of three (3) members and they shall be elected by the owners of lots in the subdivision, each lot representing one (1) vote. Members of the Architectural Control Committee, except the original committee, and substitutes designated by the Developer, shall serve for three (3) years, or until their successors have been duly elected. Notice of the election of such Architectural Control Committee shall be filed in the office of the Register of Deeds for Dodge County, Wisconsin.

4. Land Use. All lots shall be used for single-family residential purposes and construction of one single-family detached dwelling on each lot. Each single-family residence shall have attached residential garages for at least two (2) automobiles but not more than four (4). No dumping, alterations of grade, or of cutting of any standing trees, brush, dead fall or limbs for fire wood or other reasons is permitted without the prior authorization and supervision of the Developer or upon completion of the development of Four Winds, by the Architectural Control Committee.

5. Dwellings. Once construction of the residence has been started, it must be completed within twelve (12) months of the start date. A residence will be deemed completed at such time as an occupancy permit is issued by the Town of Ashippun Building Inspection office.

All structures shall be designed by a registered architect, home designer or equally qualified individual or firm. No principal or accessory structure, fence, swimming pool, tennis court, or any other structure shall be erected, placed, built or altered on any lot until the building specifications of construction, materials of construction, and plat plan showing the location thereof has been approved in writing by the Architectural Control Committee as to quality, materials, harmony of exterior design and colors, with existing and/or planned structures; as to location with respect to architectural theme, topography, setbacks, finish grade, elevations, driveways and plantings and as to compliance with all applicable restrictions contained in these covenants as well as all town and county code requirements.

No two dwellings on the same road or block shall be identical or similar to an existing home in Four Winds subdivision in order to create a diverse group of residential designs and to avoid the monotony of duplication. It is also the specific criteria of design to assure that there is compatibility of architectural styles amongst the various homes in close visual proximity of one another. Whenever doubt exists, the first submitted plans shall take preference and be approved or altered first.

All homes shall be constructed with natural materials on the exterior with the exception to gutters, soffits, fascia and overhead garage doors. A variance to the natural materials on the exterior may be granted only by the Architectural Control Committee. The granting of such a variance does not necessitate the granting of a variance to any other lot owner. All dwelling materials of either manmade

or natural materials must be approved by the Architectural Control Committee, along with color samples for exterior painting, brick or other surface.

All natural and manmade materials must be appropriately maintained on a timely basis so as not to show cracking, peeling, discoloration or any other forms of disrepair. The Architectural Control Committee shall have the right to demand any property owner to maintain the exterior of their dwelling or other structures on their property so as to maintain them in proper repair. Failure to do so, may result in the Architectural Control Committee and/or the homeowners association having the right to commence legal action in order to enforce the lot owner to otherwise maintain their property. The prevailing party in such legal proceeding shall be entitled to the recovery of reasonable costs and attorneys in order to enforce these restrictive covenants.

All roofs shall be constructed of better grade, dimensional roofing shingles with a 30-year warranty which shall exceed 300 pounds per square minimum. Dimensional look asphalt or fiberglass is allowed. All roofs are to be neutral in color, earth tones or black. No roofs may be red, green, blue, purple or light gray. Tile and cedar shake shingles are allowed. Manufacturing information for all roofing material must be supplied to the Architectural Control Committee and approved. No exposed poured concrete or concrete block basements exceeding 8 inches in height shall be permitted on any house. Where block or concrete would otherwise be exposed it must be covered by house siding, brick, stone or stucco.

A. Square Footage. The minimum square footage for a one-story residence shall be no less than 2,150 square feet.

The minimum square footage for a two-story residence shall be no less than 2,500 square feet with 1,200 square feet on the first floor minimum.

The minimum square footage for a bi-level, tri-level or multi-level residence shall be 3,000 square feet with a minimum of 1,500 square feet on the main living floor.

The garage of any residence shall consist of not more than 50% of the frontage on any particular residence in the subdivision and if the Architectural Control Committee in its discretion believes it appropriate, may require additional reduction in the frontage of the garage as compared to the residence.

B. Lot Area and Width. All dwellings and buildings must be constructed in accordance with the plat for Four Winds subdivision, and shall be consistent with the master grading plan, building codes, zoning ordinances, and other requirements of the Town of Ashippun and Dodge County. Such restrictions are, in addition to, these restrictive covenants.

6. Commencement of and Completion of Construction. Before any construction shall be commenced on any lot, the driveway shall be rough graded and graveled. All access to and from the home site shall be by this driveway and location and no other means. This covenant is primarily for the protection of the natural amenities of the site and to keep the road(s) clean. The owner of the lot shall be responsible for his home contractors and their actions. Any fines due to the lack of garbage pick up, disposal, road damage, will be the responsibility of the lot owner.

All construction must be completed within one year. Also, within one year of occupancy, or within two years of commencement of construction, whichever date thereof is shorter, the

owner of such lot shall landscape any area disturbed by construction and all yard areas as required by the Architectural Control Committee and consistent with the landscape plan approved by the Committee.

7. Offensive and Noxious Activities. No offensive or noxious activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors or other lot owners in the subdivision.

8. Garbage and Refuse Disposal and Storage. No lot shall be used in whole or in part for the storage of rubbish or building materials of any character, nor for the storage of any property or thing that will cause such lot to appear in an unclean, untidy condition or that will be obnoxious or offensive to the eye. Trash, garbage and other waste kept on the property shall be in a sanitary, covered container or containers which are stored out of sight of the street and adjacent properties. These containers must be properly screened from view with fencing (stained to match the residence) or shrubbery. No burning barrels are allowed. Trash or other garbage containers would preferably be contained and stored inside garages.

9. Temporary Structures and Storage Structures. No structure of temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any such building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the Architectural Control Committee and/or the Town of Ashippun Building Inspector. Further, all outbuildings, storage buildings or other similar structures, if allowed by the Architectural Control Committee, shall be built with the natural materials or other materials and colors which match the primary structure with a matching roof.

10. Building Setbacks and Locations. It is one of the intentions of these covenants to provide for natural and logical setting for structures without obstructing or damaging natural elements of the site. Therefore, all setbacks will be determined upon the submittal of blueprints with a plat plan illustrating the house and how it will be placed on the lot with any additional outbuildings or structures such as outbuildings, pools, tennis courts, gazebos, patios, and decks. No building or other structure, unless otherwise approved by the Architectural Control Committee, shall be located on any lot nearer to the front lot line or nearer to the side street lines than the minimum building setbacks allowed by the Town of Ashippun. For purposes of this covenant, steps and open porches shall not be considered as part of the building, provided however, that this approval is not construed to permit any portion of a building on any lot to encroach upon any other lot and is still subject to the Architectural Control Committee's approval.

11. Driveways. The owner of each lot shall, within six (6) months of the date of issuance of an occupancy permit, install a concrete or asphalt driveway. Said driveway shall extend from the vehicle entry at the garage to an intersection with a public street. All culvert regulations set by the Town of Ashippun shall be adhered to during and after installation of the culvert. Any open culvert area shall be finished as required by the Architectural Control Committee and as submitted in the landscape plan and as otherwise required by the Town of Ashippun.

If the driveway is installed as a concrete driveway, the concrete shall be installed no closer than six (6) feet to the travel portion of the roadway and the area between the concrete drive and the travel portion of the roadway shall be paved with asphalt. Further, driveway pavement installed within ten (10) feet from the travel portion of the roadway shall have a rise of not more than five (5) inches.

12. Sewer Disposal and Connection. The Town of Ashippun, by ordinance, has required an assessment for sewer connection. This assessment is controlled by the Town of Ashippun Sanitary District. Said assessment is to be paid at the time a request for a building permit to the Town of Ashippun is made. No individual sewage disposal systems are permitted on any lot. All sewage must be disposed of by use of the Town of Ashippun sanitary sewer system. Lot owners are required to pay all costs and assessments by the Ashippun Sanitary District.

13. Restoration of Disturbed Areas Following Construction/Landscape Plan. Within one (1) year from the issuance of occupancy, the owner of each lot shall complete, or cause to be completed, the finish grading, re-top soiling and seeding or establishment of other groundcover or other plant material of all areas that were previously disturbed during the time of activities of construction pursuant to the landscape plan submitted by the lot owner to the Architectural Control Committee.

14. Height of Grade/Master Grading Plan. Four Winds is subject to a master grading plan submitted and approved by the Town of Ashippun in Dodge County. No owner of any lot nor any person or persons claiming unto him or her shall or will at any time alter the grade of any lot from that which is or has otherwise been approved by Dodge County and the Town of Ashippun pursuant to the master grading plan and erosion control plan submitted by the Developer as part of Four Winds. All landscape plans must comply with the master grading plan as approved by the Town of Ashippun and Dodge County. The lot owner must, at the owner's expense, prepare and grade and landscape consistent with the master grading plan and otherwise construct their home consistent with the master grading plan and the existing and proposed topography, and the drainage of the lot so as not to adversely affect any adjacent properties or any other properties or off sight properties in the subdivision. No top soil or subsoil shall be removed from the subdivision without first obtaining instructions as to removal and placement of said topsoil and subsoil from the Architectural Control Committee, it being the intent of this restriction to provide that subsoil obtained by way of excavation may be used within said subdivision or immediately surrounding areas for fill purposes. Each lot owner must strictly adhere to the establishment of a finish grade of its lot in accordance with the grading plan on file with Town of Ashippun and Dodge County and all amendments thereto on file in the office of the Town Clerk, and Dodge County Park and Planning Department. The Developer, town representative, county representative or other agent and employee or independent contractor of any such entity shall have the right to enter upon any lot, at any time, for purposes of inspecting, maintaining and correcting any drainage condition, and the property owner shall be responsible for the costs of the same.

All lot owners shall be responsible for the maintenance of the storm water drainage easements which are open storm water drainage easements in the subdivision. All lot owners shall remain responsible for the maintenance and costs associated with all driveway culverts and drainage ditches which abut all roadways in the subdivision.

15. Earth Moving and Preservation. During any earth moving activities for structures, outbuildings or other construction, erosion control practices and protection shall be installed and maintained to prevent sedimentation and/or erosion.

16. Outside Storage. No outside storage of vehicles, boats, motorcycles, snowmobiles, trucks, trailers, recreational vehicles, tractors or any other appurtenances, or personal property items, shall be permitted on any lot. Any storage on a lot shall be in a permanent building or outbuilding as approved by the Architectural Control Committee. No commercial vehicles shall be parked outside overnight.

All accessory building plans and building material information and plat plan including accessory buildings as previously stated must be submitted for approval to the Architectural Control Committee and otherwise be approved by the Town of Ashippun and Dodge County if necessary. The Architectural Control Committee shall determine the minimum and maximum size of any accessory building which may otherwise be allowed on any lot.

Compost piles, firewood, and other like materials must be stored in appropriate areas with appropriate landscape screening techniques. No such storage may take place in a location offensive to surrounding homes and neighbors. The Architectural Control Committee shall have review authority with regard to any complaint with respect to such outside storage of similar items. The Architectural Control Committee's decision is final.

17. Easements and Utility Restrictions. All utilities that are underground shall service homes by underground connection and no secondary overhead wires are allowed. No LP tanks or other fuel tanks are allowed.

All respective lots of the subdivision shall be subject to any easements granted or hereinafter to be granted by the undersigned or its successors and assigns to the Town of Ashippun, Dodge County, State of Wisconsin and such easements granted or hereinafter to be granted for the installation and maintenance of electrical power lines, telephone lines, gas lines, cable lines and other utilities and services upon or over portions of any lot are hereby granted. The undersigned does hereby reserve for itself and its successors and assigns and for the benefit of the Town of Ashippun easements for the installation, construction for electrical, lighting, telephone, public sewer, gas mains, water pipes and other similar services for the performing of public or quasi-public utility or function for which the Town of Ashippun deems fit and proper for the improvements and benefits of the subdivision. Such easement and right-of-ways shall be so confined as possible, in an area of ingress and egress from which the right to do whatever may be necessary to carry out the purposes for which the easement is granted. All costs and expenses involved in installing underground utility services onto any lot between the facilities or utility company's secondary pedestals shall be paid for by the owner of said lot. The lot owner is responsible for any and all costs associated with the lateral for sewer service.

Developer reserves the right to grant additional public utility easements to service the lots in the subdivision. All other easements, including drainage, must be otherwise maintained by the land owner subject to the easements granted.

18. Animal and Livestock and Poultry. No animals may be raised, bred, or kept on any lot except dogs, cats or other household pets. The municipal restriction as established by the Town of Ashippun or Dodge County shall apply to the keeping of any dogs, cats, or other domesticated animals. However, no domesticated animal shall be maintained or kept for commercial purposes on any lot. No horses, pigs, rabbits, chickens, ducks, geese, goats, or other farm animals are allowed to be pet animals. All pet animals, houses, dog kennels, runs, shall be located in the rear yards unless otherwise approved by the Architectural Control Committee.

19. Signs. No sign of any kind shall be displayed in a yard except for when the home is for sale. A sign of not more than 5-square feet shall be used. Such sign shall be professionally lettered and mounted.

20. Lawn and Yard. In addition to the normal maintenance and mowing of lawn areas on any lot, after construction and occupancy, those lot owners that do not immediately begin construction occupancy must cut all grass and/or weeds on a regular basis. At no time shall the height or growth exceed six (6) inches, unless otherwise approved by the Architectural Control Committee. If grass is not cut by the lot owner, the Town of Ashippun may otherwise cause the issuance of citations and/or is allowed to cut the grass and bill the owner of the lot accordingly.

21. Antennas. Exterior antennas are prohibited except as otherwise allowed by Wisconsin Statute. Satellite dishes are permitted with the approval of the Architectural Control Committee, provided they do not exceed a maximum of eighteen (18) inches in diameter and are appropriately mounted on the home in the side or back yards only.

22. Fences and Walls. It is the intention to preserve the open feeling of the environment, therefore, no fences higher than four (4) feet, unless otherwise approved by the Architectural Control Committee, will otherwise be allowed. No chainlink fences, no wire fences, or tin fences shall be allowed. Plastic covered fences and plastic fencing may be approved subject to the Architectural Control Committee's final decision.

All fences must be approved by the Architectural Control Committee and must be harmonious with the structures and the natural landscape of the lot. Fences should be outlined in an initial plan or in a landscape plan for approval prior to construction. Any fences to be constructed after initial construction is still subject to Architectural Control Committee approval.

Fencing to meet governmental regulations with regard to swimming pools will be permitted, as will properly designed and located kennels for domestic pets. However, the Architectural Control Committee still has approval authority as it relates to such fencing.

21. Swimming Pools and Tennis Courts. Above-ground, as well as below-ground swimming pools will be allowed, subject to Architectural Control Committee approval. The placement of the swimming pools and/or tennis courts must be approved with plans and materials by the Architectural Control Committee prior to installation.

22. Outdoor Clotheslines and Poles. Outdoor clotheslines must be located, if approved by the Architectural Control Committee, in the rear or backyard and out of visibility from the street. No laundry shall be in the public view for more than twelve (12) consecutive hours.

23. Flag Poles and Basketball Courts. Flag poles and basketball courts must also be approved for placement by the Architectural Control Committee.

24. Pond Maintenance. All lot owners of Four Winds subdivision shall be responsible for the maintenance, care, upkeep, repair and cleanliness of the detention/retention pond located on Outlot 2 of Four Winds subdivision. All lot owners shall share equally in the cost of maintaining the detention/retention pond and the Architectural Control Committee may assess equally all owners in the subdivision for any maintenance or repair costs relating to the detention/retention pond. All lot owners own a one-sixty-one (1/61) undivided interest in Outlot 2 and shall be taxed accordingly by the Town of Ashippun. Failure to properly maintain the detention/retention pond area located on Outlot 2, may result in the Town of Ashippun, in its discretion, maintaining or repairing the same and charging the lot owners

on a prorata basis for any costs incurred by the town as a result of maintaining and/or repairing the detention/retention pond. These costs may be assessed as a special charge pursuant to Wisconsin Statutes. If such charges are not paid by any lot owner charged pursuant to Wisconsin Statute, within the periods fixed by the Town of Ashippun, such charges may become a lien upon the lot owners lot as provided by Wisconsin Statutes and may be extended upon the tax rolls as delinquent taxes against the lot owners lot.

25. Mailbox. The owner of the lot is responsible for purchasing from the Developer or Developers assign a mailbox. Thereafter, all mailboxes are to be identical. All mailboxes are to be maintained by the lot owner.

26. Fire Tank Water Storage Box. Lots 21 and 53 have contained as noted a Town of Ashippun Fire Department water tank. The lot owners of 21 and 53 hereby accept the Town of Ashippun Fire Department water tanks upon the land at the locations designated herein. No lot improvements of any kind are allowed to be placed by the Lot owners which would in any way interfere with the Town of Ashippun Fire Department's use of the water storage tanks nor shall said lot owners or anyone else do any act which otherwise interferes with the water storage tanks of the Town of Ashippun Fire Department at these locations.

27. Enforcement of Covenants. The restrictions and covenants contained herein may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same by any lot owner, developer, Architectural Control Committee, or homeowners association, and the judgment in any such proceedings, in addition to providing for the removal of any building or structure erected, built, or placed in violation of the foregoing restrictions and covenants, shall provide that the party found guilty of such breach shall pay the prevailing party, in addition to taxable costs, his, her, or its reasonable and proper attorneys' fees and other expenses incurred.

28. Independent Covenants. Invalidity of any of the covenants or restrictions herein contained by any judgment or court order shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

29. Modification or Amendment. Any of the foregoing restrictions, protective covenants, conditions, changes or provisions may be annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment executed by the Developer prior to sale of any lots with the consent of Dodge County Park and Planning. Thereafter, any of the foregoing restrictions, protective covenants, conditions, changes or provisions may be annulled, waived, changed, modified or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment executed by the buyers of at least 75% of the lot owners and with the consent of the Developer, so long as the Developer owns any lots affected by these declarations. Any amendment shall be executed as required by law as to entitle it to be recorded and shall be recorded in the office of the Register of Deeds of Dodge County, Wisconsin before it shall be effective. Notwithstanding the foregoing, no amendment, annulment, waiver, change or modification of the provisions of this declaration shall otherwise affect any of the Town of Ashippun requirements or Dodge County requirements, unless such entity consents.

Developer does reserve, the right, as initial members of the Architectural Control Committee as and/or its successors, upon written notice, to relinquish control of the Architectural Control Committee at any time, upon reasonable notice, not to be less than thirty (30) days so that the homeowners

may establish appointments to the Architectural Control Committee of their own choosing for continued enforcement of the restrictive covenants contained herein.

30. Zoning and Building Code Restrictions. The Developer, successors and assigns, and all of the parties hereinafter having an interest in the property are subject to all rules, codes, regulations and ordinances of the Town of Ashippun, Dodge County, State of Wisconsin and the federal government and the same may be more restricted than those restrictions contained herein. In the event there is a conflict between the requirements of these covenants and any provisions of the Town of Ashippun, Dodge County, State, or federal law or regulation, the more restrictive provision applies.

31. Term. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date of this declaration being recorded, after which time these declarations shall automatically be extended for successive periods of ten (10) years unless an instrument is signed by the owners of at least seventy-five percent (75%) of the lots affected by this declaration and covenants.

32. Property Condition Representation. The Developer discloses the following information with respect to certain lots as part of the final plat of Four Winds subdivision:

Although all lots in the subdivision have been reviewed and approved for development as single-family residential use in accordance with Section 236 of the Wisconsin Statutes, some lots may contain soil and groundwater conditions which may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed, professional engineer or other soil expert design a basement and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions are subject to each owner's special investigation prior to construction and no specific representation is made herein. Buyers of any lot acknowledge that it is recommended that an experienced builder, with knowledge of the subsurface soil conditions build any such home, or that consultation be taken by the lot owner to consult with an experienced builder and specifically acknowledges that additional construction costs may occur including but not limited to, additional courses of concrete block, poured foundation walls, additional stone, or other reinforcements for footings and foundation walls may be necessitated due to the existing soil conditions.

A Midwest Engineering Soils Report dated October 22, 2001, is available from the Developer and is otherwise on file with the Town of Ashippun Town Clerk and/or Dodge County Park and Planning.

The Developer specifically does not warrant the subsoil conditions or groundwater levels and no specific representation is made herein respecting the same. Lot owners may not rely on any representations contained in any documents provided to or obtained by the lot owner whether contained in any survey or engineering, municipal, county, state or federal report. The lot owners must rely solely upon the lot owners experienced or licensed professional engineer or soil experts opinion and recommendation. Developer is not responsible for any increase in construction costs or consequential damages of any nature as a result of substandard soil conditions or groundwater levels on any lot. Lot owners are encouraged to obtain a copy of the Midwest Engineering Soil Report dated October 22, 2001, and to provide the same to their proposed builder and/or their professional engineer or soil expert, and to further investigate if necessary the soil conditions affecting their lot.

33. Homeowners Association. Lot owners all are members of the homeowners association known as the Four Winds Homeowners Association incorporated under Chapter 181 of the Wisconsin Statutes. Each lot owner shall abide by the bylaws and articles of incorporation of the homeowners association for Four Winds subdivision. The homeowners association shall act in conjunction with the Architectural Control Committee.

FOUR WINDS SUBDIVISION, LLC

Dated: 4-14-04

By: Donald Sebastian
Donald Sebastian, Member

Dated: 4-14-04

By: Judy Sebastian
Judy Sebastian, Member

STATE OF WISCONSIN)
) ss.
Waukesha COUNTY)

Personally came before me this 14th day of April, 2004, the above-named Donald and Judy Sebastian, Members of Four Winds Subdivision, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Walter Stoll
Notary Public,
Waukesha County, WI
Commission expires: 10/31/04

This instrument was drafted by and after recording should be returned to:

Timothy J. Andringa
Cramer, Multhaupt & Hammes, LLP
P.O. Box 558
Waukesha, Wisconsin 53187
(262) 542-4278