

DECLARATION OF RESTRICTIVE COVENANTS

SHADY LANE ESTATES

JMV Investments, LLC, a Wisconsin limited liability company ("Developer"), does hereby declare and impose these restrictive covenants on that real estate located in the Village of Fox Crossing, legally described as follows (collectively, the "Lots or individually a "Lot"):

LEGAL DESCRIPTIONS

See Exhibit "A" attached.

ARCHITECTURAL REVIEW AND APPROVAL REQUIREMENTS

See Exhibit "B" attached.

RESTRICTIVE COVENANTS

1. No building erected elsewhere shall be moved onto any Lot or Lots.
2. No long-term storage of boats, motor homes, trailers, campers, RV's or commercial vehicles of any kind shall be permitted on Lots. No parking or storage of commercial buses, trucks or trailers shall be allowed on any Lot.
3. Lots numbered 1 through 69 shall be used for the purpose of single-family residences only. All single-family Lots require a minimum home size (exclusive of the garage and any open porches) to be 1,550 square feet for a one-story ranch, 2,000 square feet for a two-story or story and a half, and 1,600 square feet in the top two floors for bi-level and tri-level homes. Roof pitch on structures shall be no less than 5:12. All single-family structures have a minimum of 20 percent masonry, stone and/or vinyl shake on the front of the home facing the public street (corner lots only need on one side of the home).
4. Every house shall have a foundation below frost line, unless otherwise noted. All dwellings shall have an attached garage capable of housing a minimum of two vehicles and a maximum of four vehicles. Detached garages are allowed in the subdivision provided they are 600 square feet or less and are not taller than the principal residential structure on the Lot.

5. No residence shall be erected on a Lot until the plans are consistent with these restrictive covenants, the final plat, setbacks, and all applicable statutes, regulations, codes and ordinances.
6. Fences are allowed provided they comply with all applicable statutes, regulations, codes and ordinances.
7. All buildings shall be started on the grade established and approved by the developer. Setback lines shall conform to local zoning regulations except that the Developer may, in promoting overall harmony, establish other requirements in addition to such regulations.
8. The Village of Fox Crossing reserves the right to require sidewalks at a future date when they are deemed necessary by the Village. The owners of each lot located within this development may be assessed for these future sidewalks.
9. The Land occupied by public utility easement of the Lots shall not be graded in such a manner as to interfere with drainage of storm water. Side lot and rear lot drainage ways and easements and ditches adjacent to public streets shall not be filled or have their grades altered by owners of Lots.
10. All dwellings shall be completed within one year after the beginning of construction and every structure must have a permanent finish on the exterior within 6 months after the start of construction.
11. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded with the Register of Deeds, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument terminating or reducing the term shall be

executed and recorded by the Developer in the office of the Register of Deeds for Winnebago County.

12. All landscaping, including grass, lawn, trees and shrubs to be completed within 18 months of beginning construction of the dwelling.

13. All garbage and recyclable containers to be stored inside except during garbage days.

14. No horse, cattle, swine, sheep, goats or live poultry of any kind may be kept on any Lot in this plat.

15. No nuisance shall be maintained or allowed to exist on any Lot.

16. Driveways to be concrete and must be completed within one year after the curb and gutter is installed for all existing developed Lots and within 18 months of the start of construction on all other Lots. Driveway aprons shall be concrete only.

17. These covenants may be enforced by the Developer, or any Lot owner, in the Circuit Court for Winnebago County by means of an action for monetary damages and/or action for equitable relief in terms of affirmation or negative injunctions, in recognition that there may be no adequate remedy at law in the form of monetary damages. Any persons or entities violating these covenants shall be liable to the Developer, or the Lot owner bringing the enforcement action, for its actual costs, expenses and reasonable attorney fees for the successful enforcement of any one or more of these covenants.

18. Prior to bringing an action for enforcement in Circuit Court, any party seeking to enforce these covenants shall first submit a written notice to the alleged violating party, stating the nature of the violation claimed to exist and the requested remedial action sought. Such notice can be conveyed by any method or means to the

violating party and enforcement action may be filed in Circuit Court anytime following 10 days from the issuance of such written notice of violation to the violating party.

19. Any excess fill and/or topsoil from the development of individual Lots in the subdivision shall be the responsibility of the individual property owner to remove from their Lot and shall not be placed on any other property within the subdivision except if the Developer directs in writing.
20. All decisions of the Developer shall be enforceable against any Lot owner if made in good faith exercise of the judgement of discretion of the Developer so long as such decision is not clearly in conflict with the express provisions of the declaration. Any Lot owner or other person seeking to avoid, set aside or challenge any such decision of the Developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.
21. In furtherance and not in limitation of any of the terms of this declaration, the Developer intends that this declaration shall be and remain at all times until expiration hereof, fully enforceable against all Lots and any person, entity, trust, organization, government unit or sovereign nation which becomes a Lot owner, whether by virtue or conveyance, operation of the law otherwise, shall be conclusively deemed to have waived any and all defenses to and immunity from enforcement of this declaration serving as full and adequate public notice of said waiver. Said waiver shall apply to the terms, conditions and encumbrances established in this declaration, together with any future liens, claims easements or encumbrances expressly permitted hereunder.
22. These declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot owner who installs any structure or engages in any activity not clearly authorized under these declarations of approved in writing by the Developer.

These declarations shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

23. No Lot owner shall block, dam or otherwise obstruct the flow of the surface water drainage to cause such water to back-up onto the Lot of any property owner or to restrict the use or enjoyment of any other Lot by any other Lot owner. Each Lot owner is responsible for maintaining established grade. Any walkouts of exposed windows from lower level must have Developer or design engineer approval.

24. Satellite dishes shall be no more than 36" in diameter, shall be mounted on the principal structure and shall not be visible from the public street the residence is located on. All other TV antennas must be contained within the home and not mounted on the roof.

25. The land on all sides and rear Lot lines of all Lots shall be graded by the property owner and maintained to provide adequate and proper drainage of surface water.

26. No poles, pedestals or buried cable are to be placed to disturb any survey stake or obstruct vision along Lot lines of any street line. Disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

27. The Lot owner (except the Developer) is required to perform all necessary maintenance and upkeep of the Lot Prior to construction, including keeping the Lot free of trash, waste, brush, weeds and long grass (i.e. over six inches). All times during construction, the site shall be maintained to Developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall be always contained in orderly manner as well as prevent such material from blowing onto neighboring properties and/or streets.

28. The Developer reserves the right to fully or partially amend, modify or terminate any or any portion of these covenants for so long as the Developer owns any Lots.

29. These covenants shall be binding upon the land legally described above and shall run with the land and be binding upon current and future owners and their prospective heirs, successor and assigns subject to the rights of the Developer set forth herein.

30. The Developer reserves the right to delegate its authority under these covenants for such matters as enforcement, interpretation, review, approval and other matters to anyone.

31. If any part of this Declaration is ever declared unenforceable by any Court, the remaining provisions shall remain enforceable.

Dated this _____ day of _____, 2026.

SHADY LANE ESTATES
JMV Investments LLC

By: _____
Rick Van Handel

By: _____
Scott Manteuffel

STATE OF WISCONSIN

_____ COUNTY)

Subscribed and sworn to before me,

This ____ day of _____, 2026

Notary Public, State of Wisconsin

My Commission expires: _____

Dated this ____ day of _____, 2026

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Winnebago, State of Wisconsin, and is described as follows:

Lot Two (2) of Certified Survey Map No. 7691 recorded in the office of the Register of Deed for Winnebago County, Wisconsin on November 24, 2020, as Document No. 1835674; being all of Lot Two (2) and Outlot One (1) of Certified Survey Map No. 5639 as recorded in volume 1 of CSMs on Page 5639 as Document NO. 1336973, located in the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section Five (5), Township Twenty (20) North, Range Seventeen (17) East, Village of Fox Crossing, Winnebago County, Wisconsin.

Exhibit B

ARCHITECTURAL REVIEW AND APPROVAL REQUIREMENTS SHADY LANE ESTATES

The following architectural review requirements are adopted pursuant to the Declaration of Restrictive Covenants for Shady Lane Estates and shall be enforced by the Developer.

1. Plan Submission Requirement

No building, residence, structure, fence, detached garage, addition, exterior alteration, or other improvement (collectively 'Improvements') shall be erected, constructed, placed, altered or permitted to remain on any Lot until complete plans and specifications have been submitted to and approved in writing by the Developer.

2. Required Submittals

Submittals shall include, at a minimum: site plan, building elevations, exterior materials, colors, roof pitch, driveway layout, grading and drainage plan, and other information reasonably requested by the Developer.

3. Review Authority

The Developer shall have the right to approve or disapprove plans in its sole discretion to ensure compliance with restrictive covenants and to maintain a consistent, high-quality development.

4. Review Criteria

The Developer may consider design, size, materials, color scheme, rooflines, placement, grading impacts, and relationship to surrounding structures and topography.

5. Approval Timeframe

The Developer shall respond within thirty (30) days of a completed submission. Failure to respond within such time shall be deemed approval, provided compliance with all other applicable requirements.

6. Compliance with Approved Plans

All construction must be substantially in accordance with the approved plans. Any material change requires additional written approval.

7. Noncompliance

Any Improvement constructed without approval or not in compliance may be required to be removed, modified, or corrected at the Lot owner's expense.

Submit to: Rick Van Handel rick@tvhcorp.com

Scott Manteuffel SManteuffel@mcmgrp.com