



**RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BLANK'S CROSSING SUBDIVISION**

February 12, 2008

This Restated Declaration of Covenants, Conditions and Restrictions of Blank's Crossing Subdivision (this "Declaration") is made and entered into by Blank's Crossing Homeowners Association, Inc. ("Declarant").

Recitals

Declarant and its members own certain real property, described on the attached Exhibit A, which is commonly known as Blank's Crossing Subdivision.

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

Now, therefore, Declarant, on behalf of itself and its members, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant and its members, and their respective successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

This Declaration restates and replaces, in its entirety, that: (i) certain prior Declaration of Covenants, Conditions and Restrictions of Blank's Crossing Subdivision recorded in the Ozaukee County Register of Deeds Office on July 21, 2005, as Document Number 0822290 and (ii) that certain prior Amendment to Declaration of Covenants, Conditions and Restrictions of Blank's Crossing Subdivision recorded in the Ozaukee County Register of Deeds Office on March 29, 2006, as Document Number 0838688.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 ACC

The "ACC" shall mean the Architectural Control Committee for the Subdivision as defined in Article 7.1 of this Declaration.

1.2 Association

The "Association" shall mean Blank's Crossing Homeowners Association, Inc., the members of which shall be all Owners of Lots in the Subdivision.

1.3 Association Insurance

"Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.4 Blank's Crossing Subdivision Documents

"Blank's Crossing Subdivision Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

1.5 Board

The “Board” or “Board of Directors” shall be the governing body of the Association, elected according to the Bylaws.

1.6 Building

A “Building” shall be any freestanding structure located in the Subdivision.

1.7 Bylaws

The “Bylaws” shall mean the Bylaws of the Association as adopted by the Board.

1.8 Common Areas Defined

The “Common Areas” shall consist of Outlots 1, 2 and 6, cul-de-sac green spaces, drainage easements between lots 4/5, and 12/13, and adjacent to Lot 24.

1.9 Reservation of Common Areas

The Declarant hereby declares all of the “Common Areas” shall be reserved for the benefit of all Lot owners of the Subdivision for the purposes intended, including without limitation, the perpetual maintenance, operation, repair and replacement of the Common Improvements located therein.

1.10 Common Improvements

The “Common Improvements” consist of the following, some of which may be located in Common Areas and some of which may be located in the public way:

- a) The storm water detention ponds and all associated drainage swales, storm sewer lines, outfall structures, rip rap, and other improvements and facilities located in the Common Areas or drainage easements for storage and management of storm and surface waters.
- b) All survey monuments, decorative structures, signage intended for permanent location, landscaping, fences and other structures and improvements located within the Common Areas.
- c) All walking trails, landscaping, passive recreational facilities (e.g. benches, gazebos, etc.), cul-de-sac green spaces (including lighting), drainage easements between lots 4/5 and 12/13, and adjacent to Lot 24, and any other improvements made by the Association in the Common Areas.

1.11 Declarant

The “Declarant” shall mean Blank’s Crossing Homeowner’s Association, Inc. and the successors and assigns of Declarant pursuant to assignment in accordance with Article 16.7 of this Declaration.

1.12 Declaration

“Declaration” shall mean this Declaration as the same may be amended from time to time.

1.13 Director

A “Director” shall mean a member of the Board.

1.14 Drawings

The term “Drawings” is defined in Article 7.4.

1.15 Lot

“Lot” shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.16 Mortgage

“Mortgage” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

1.17 Mortgagee

“Mortgagee” shall mean the holder of a Mortgage.

1.18 Occupant

“Occupant” shall mean the Owner and any other person residing on a Lot.

1.19 Outlot

“Outlot” shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

1.20 Owner

“Owner” shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Outlots to which it holds title.

1.21 Plat

The “Plat” is the plat of the Real Property described on the attached Exhibit A as recorded in the Register’s Office.

1.22 Private Onsite Wastewater Treatment System (POWTS)

“Private Onsite Wastewater Treatment System” means the waste water treatment system situated on a Lot and was formerly known as a “Septic system.” POWTS includes mound systems and conventional septic systems.

1.23 Property

The “Property” shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.24 Register’s Office

The “Register’s Office” shall mean the office of the Register of Deeds for Ozaukee County, Wisconsin.

1.25 Rules

The “Rules” shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.26 Subdivision

“Subdivision” shall mean all of the Lots and Outlots as shown on the Plat.

1.27 Town

“Town” shall mean the Town of Grafton, Wisconsin, and its successors.

ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration

The Association shall administer the Property. The Bylaws include provision for the governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property.

2.2 Membership and Voting

Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one (1) vote for each Lot owned, except that each Lot owned by Redmond/Ansley (Grafton) Associates, A Wisconsin Limited Partnership (“Redmond” and “Redmond Lot”) shall be entitled to three (3) votes for each Redmond Lot. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association

Redmond shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) thirty (30) days after the receipt of occupancy permits from the Town for all of the Lots; or (2) Redmond’s election to waive its rights to control.

2.4 Management

The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and

conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of any penalty.

2.5 Approvals

Except for proposals requiring approval by the ACC pursuant to Article 7 hereof, any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments

The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and (b) special assessments, or fines on particular Lots of Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

3.2 Installments; Late Payments

General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement; Liens

If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Lot upon the foreclosure of its lien. Under Article 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements

Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's Lot, if any..

3.5 Common Expenses and Surpluses

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

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility

Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass; both on the Lot and within the roadside ditch, maintain its culverts and driveway endwalls, and remove snow from driveways in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition. Each Owner shall also reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees, contractors, or tenants.

4.2 Association Responsibility

The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including storm water facilities, common roadside ditches, common sidepaths (including cul-de-sacs), sidepath culverts and endwalls, landscaping, trees, plantings, and grass in the Common Areas including trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Residential Use

Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions of the Blank's Crossing Subdivision Documents and any Rules related thereto, or (3) the establishment of offices by Redmond or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a single-family residential home as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

5.2 Restrictions on Resubdivisions

No Lot shall be divided into smaller Lots so as to increase the total number of Lots in the Subdivision.

5.3 Connection Between Ownership and Occupancy of Lots

Each Lot must be occupied by its Owner; the Owner's equitable beneficiary; the Owner's tenants, the Owner's shareholder, director, member, partner, employee, trustee or officer; or a member of the Owner's immediate family. For purposes of this Article, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Blank's Crossing Subdivision Documents caused by an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant. Any Owner may lease a residence on a Lot for a term of not less than six (6) months. Any lease or rental agreement must be in writing.

5.4 Prohibited Uses

a) Vehicles

No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage. Owners and Occupants shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles shall be parked in driveways and not on the street, except for temporary parking as described in Article 5.4 (e) hereof.

b) Outside Storage - Lot

Except for temporary parking as described in Article 5.4 (e) hereof, there shall be no outside storage of boats, trailers, buses, large trucks, campers, inoperable vehicles, or any similar vehicles stored or kept on any Lot for a period of more

than 72 hours. Any machinery, motor vehicle, boat, trailer, camper, recreational vehicle, or similar vehicle may be stored or kept within the garage of the residence with the garage door closed. The purpose of this provision is to provide an aesthetically pleasing subdivision for all residents. The Board shall use its best efforts to fulfill this purpose for the good of all Owners.

- c) **Outside Storage – Patio/Deck/Porch/Balcony**
No portion of a Lot outside of a Building, including, but not limited to, patios, decks, porches, and balconies, shall be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.
- d) **Temporary Structures**
No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Redmond and its successors and assigns, or the Association.
- e) **Parking – Winter/Overnight/Temporary**
Winter Parking Prohibited. No motor vehicles shall be parked on the street within the Subdivision which will impede or interrupt the clearing of snow from the streets.
Overnight Parking Prohibited. No motor vehicles shall be parked on any street within the Subdivision for more than 30 minutes between the hours of 2 a.m. and 5 a.m.
Temporary Parking. Temporary parking on streets within the Subdivision for private events may be allowed, but said parking shall not disrupt the normal flow of traffic within the Subdivision.
- f) **Waste – Construction/Personal**
All Lots under construction shall be cleaned up daily. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. Incineration of waste is prohibited anywhere within the Subdivision. The personal refuse, garbage, and recycling receptacles for each occupied home shall be stored within the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage/recycling pickup.
- g) **Restricted Dumping**
No construction material, grass clippings, rocks or other debris or waste materials shall be dumped by any Owner onto any Lot or Outlot within the Subdivision.
- h) **Noxious Activity**
No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Blank's Crossing Subdivision Documents. By way of example

and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audiovisual equipment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 2.5.

i) **Signs**

No Owner or Occupant, except Redmond, may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Lot which are visible from the public streets or Common Areas without the prior written consent of the Board, except that an Owner may within their Lot erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Lot for sale. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

j) **Pets**

Use of invisible fencing or similar control system shall be encouraged. Pets shall be limited to: (i) dogs, (ii) cats and (iii) other animals (other than livestock, reptiles, poultry or birds which are prohibited by the following sentence) weighing less than 75 pounds. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Subdivision. No animals within the Subdivision shall be kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance as determined by the Board, at the Board's sole discretion. The Board shall establish and enforce rules and regulations regarding pets, which shall be followed by all Owners that keep pets. The Board may order the removal of any pet at any time in its sole discretion after notice and a hearing if such pet is or becomes offensive, a nuisance or harmful in any way to the Subdivision or those occupying or owning therein. The Association may charge a fee of any pet owner to cover the Association's administrative or enforcement costs. All pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash unless the ACC has approved of a dog kennel as provided herein. Any pet excrement in portions of the Subdivision other than the pet owner's Lot shall be removed immediately by the Occupant of the residence in which the pet resides. A violation of the provisions of this paragraph shall subject the Lot Owner responsible for such violation to additional special assessments by the Board for the enforcement costs, including but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board.

k) **Pools (above-ground)**

No above-ground swimming pools, other than portable wading pools of a depth not exceeding 24 inches, are allowed. See Article 8.5 (q) hereof for additional restrictions regarding swimming pools.

l) **Off Road Vehicles**

Recreational off road vehicles (including, but not limited to, ATV's, Snowmobiles, go carts, or BMX type motorcycles) are prohibited in the Common Areas.

m) **Accessory Building**

Buildings other than the principal residence and attached garage shall be limited to children's playhouses, greenhouses, pool cabanas, or gazebos. Any such building shall be architecturally consistent in quality, material, character, and appearance with the residence and the plan of which must be approved by the ACC. Approved accessory buildings shall not be used for storage.

n) **Hunting and Use of Firearms**

Occupants (but **not** any guests or other third parties) shall be permitted to bow hunt on Outlot 1 and any portion of Outlot 2 located at least 100 yards west of Lots 1-14 (but **not** on any other part of the Subdivision), provided that any Occupant must provide written notice to the Association of such Occupant's intention to bow hunt at least five (5) days prior to the opening of any applicable bow hunting season. All other hunting shall be strictly prohibited throughout the Subdivision. The use and/or discharge of firearms or weapons of any kind shall be strictly prohibited throughout the Subdivision.

o) **Use of Recreational Trails (Mowed or Gravel)**

Recreational trails within the Subdivision may be used only by Occupants and guests of Occupants. Use of any recreational trails within the Subdivision by horses, ATVs, go-carts, snowmobiles, and/or any other use which the Board may, in its sole discretion, find offensive or objectionable shall be strictly prohibited. Modification of any recreational trails within the Subdivision shall be in the sole discretion of the Board and modifications by any other parties (including Owners or Occupants) shall be strictly prohibited. Each Owner or Occupant may connect his or her Lot to the recreational trails within the Subdivision. Connection of any recreational trail within the Subdivision to any recreational trail located outside of the Subdivision shall be strictly prohibited. Without limiting the generality of the foregoing, no recreational trail within the Subdivision may be connected to any outside pedestrian, equestrian, cross country skiing, ATV or snowmobile trail. The Board may, in its sole discretion, install fences, gates or other structures to prevent the use of recreational trails within the Subdivision by persons other than Occupants and to prevent any connection to any recreational trail located outside of the Subdivision.

p) **Unsafe or Offensive Uses or Practices**

No use or practice shall be allowed in any portion of the Subdivision which the Board may determine, in its sole discretion: (i) is detrimental to the health, safety

and/or welfare of any Owner, Occupant or their guests; (ii) is offensive or objectionable; or (iii) which is in violation of this Declaration, the Rules or any other document relating to the administration and/or operation of the Subdivision.

ARTICLE 6. ENVIRONMENTAL REGULATIONS

6.1 Grading, Filling, Excavation.

All grading, excavation, filling and any other construction activities shall be in strict conformance with the permit dated November 5, 2004 issued by the DNR under Chapter 30 of the Wisconsin Statutes, and any amendments thereto (the "Chapter 30 Permit"), and with permit no. WI-S067831-2 dated November 1, 2004 issued by the DNR under Chapter NR216 of the Wisconsin Statutes, and any amendments thereto (the "WPDES Permit") together with all federal, state and local laws, regulations, ordinances and administrative orders in respect to the protections of waterways, wetlands and other environmental areas (together as "Environmental Regulations"). Each Lot owner shall be obligated to indemnify, defend and hold harmless the Developer, its members, contractors, agents and consultants against any violation of Environmental Regulations caused by said Lot owner, its agents, contractors, or employees.

6.2 Private Onsite Waste Treatment System (POWTS)

Each Lot Owner is required to obtain a Sanitary Permit from the Ozaukee County Department of Planning, Resources and Land Management for the POWTS.

ARTICLE 7. ARCHITECTURAL CONTROL

7.1 **Appointment.** The Architectural Control Committee (the "ACC") shall initially consist of one or more representatives of Redmond. The ACC shall initially consist of three persons; Mark C. Lake, Mike Ansay and Brian G. Cummings. Redmond's representatives may, at any time, resign as the ACC and upon such resignation Redmond shall notify the Lot owners in writing of such resignation. At that time, the majority of the Lot owners in the Subdivision shall elect the ACC consisting of three persons who shall establish its rules and procedures for operating. Notwithstanding the fact that Redmond may resign as the ACC, Redmond shall act as the ACC for any Lots owned by Redmond.

7.2 Approval of Plans

a) **Separate Town Approval** Matters which require approval of the ACC may also require review and/or approval of the Town. Obtaining approval from the ACC and from the Town is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Town and approval by the Town shall not be deemed approval by the ACC. Prior to the issuance of a building permit for any Lot, the Owner shall submit a copy of the County Sanitary Permit. In addition the Owner shall submit to the Town Building Inspector for approval of a copy of the stake out survey showing the street grade in front of the Lot, the finished yard grade, the grade of all four corners of the Lot,

the grades of the adjoining Lots at the building corners or if vacant, at the building pad corners and the location of the .

- b) **Architectural Review.** In order to maintain the integrity and aesthetics of the Subdivision, all building plans for any Building or other permitted improvement including, but not limited to, the exterior design and color of each Building to be constructed, and all yard grades and stakeout surveys showing erosion control measures shall be submitted to the ACC and the ACC shall review the same in writing prior to Lot Owner (or its agents or contractors) submitting an application to the Town of Grafton for a building permit. In addition, no structure, fence, wall, or improvement shall be erected, placed, or altered on any Lot in the Subdivision until the Drawings have been approved by the ACC as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The ACC shall also have the authority among other things to require, at a minimum, pitch or slopes on the main structure of the residence to be constructed, remodeled, or added onto any Lot in the Subdivision, to require the colors of roofing materials, siding, shutters, windows, or other accents to any residence or Building to be constructed or remodeled, to prohibit or regulate the use of active solar or heating panels, to regulate the construction and maintenance of awnings, and generally to require that any plans meet the standards established by the ACC. After the Drawings have been submitted to the ACC for review, the ACC may request additional information and/or revised Drawings.
- c) **Procedure for Approval.** Prior to application for a building permit, each Lot Owner shall submit the following documents to the Blank's Crossing Architectural Control Committee c/o Redmond Residential of Wisconsin, Inc, W228 N745 Westmound Drive, Waukesha, WI 53186, Attention: Mark C. Lake:
- (1) Three (3) sets of drawings of the proposed Building showing, at a minimum, floor plans, elevations of all sides of the Building, exterior finishes, exterior colors (with color samples), roofing type (with color samples), landscaping, driveway location and size, exact location of Building on a Lot and any accessory Buildings or amenities;
 - (2) Three (3) sets of the proposed grading and landscaping plans for the Lot;
 - (3) A Plat of Survey showing the location of the Building, driveway, and any other improvements to be made to the Lot, to scale, with dimensions and setback distances shown;
 - (4) Three (3) sets of architectural specifications for the above;
 - (5) The current address, fax number, or e-mail for mailing the written determination of the ACC; and,
 - (6) All Drawings must be sent to the ACC by hand delivery or certified mail; provided, however, Redmond shall not be obligated to submit or obtain

approval as long as Redmond owns any Lots in the Subdivision. At such time as the Drawings meet the approval of the ACC, one complete set of the Drawings will be retained by each party and the other complete set shall be marked approved, signed by each party, and returned to the Lot Owner or the Lot Owner's designated representative. If the Drawings are disapproved, one set of the Drawings shall be returned to the Lot owner marked "disapproved" and shall be accompanied by a statement of the reasons for disapproval. The ACC's approval or disapproval shall be in writing. In no event shall the ACC give oral approval of any of the Drawings.

7.3 Prior Approval for Changes

If after the completion of any approved improvements to a Lot, the Owner thereof desires to construct any additional improvements to the Lot or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Article 7.2 above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the prior approved improvements.

7.4 Review and Approval Process

None of the activities listed above in Article 7.2 shall take place without the prior written or deemed approval, as defined in Article 7.4 b) 2) below, by the ACC of the Drawings for any such proposed activity, except if the activity is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

- a) The **Drawings** shall include the following:
 - 1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, driveways, below grade pools, garages and fences or other matters proposed to be erected or reconstructed on such Lot,
 - 2) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view,
 - 3) detailed plans and specifications for the construction of the POWTS including landscaping.
 - 4) the proposed landscaping.
- b) **Standards and Procedural Matters of Consideration for Approval**
 - 1) The ACC shall review and consider any Drawings submitted to the ACC provided that any fees imposed for ACC review have been paid by the Owner(s). In considering the Drawings, the ACC shall consider whether all of the proposed activities proposed in such Drawings comply with the terms of this Declaration and in the ACC's sole opinion, do not detract

from or depreciate any portion of the Property, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally) or may object to Drawings (absolutely or conditionally). The ACC may not disapprove of any reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto.

- 2) If the ACC fails to approve of or object to the Drawings within sixty (60) days after submittal of the complete Drawings and payment of any review fees to the ACC, the Drawings shall be deemed approved as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve or object to the Drawings within sixty (60) days after the submittal of the complete revised Drawings and the payment of any additional review fees to the ACC.

7.5 Procedures and Budget

The ACC may set its own operating procedures consistent with this Declaration. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not require the payment of a review fee by an applicant Owner in connection with the submittal and review of any Drawings. The ACC may engage and employ consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant Owner. The members of the ACC shall not receive any compensation for serving on the ACC but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

7.6 Uniformity Standards; Waiver

Subject to the minimum standards imposed by the Town of Grafton Zoning Ordinance, the ACC may adopt additional written standards of architectural uniformity, setback, grading, landscaping, basements, roofing, or exterior materials, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard contained herein, and may waive any floor area requirements by up to 10% so long as the reduction does not violate the Town of Grafton Zoning Ordinance. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard even in the absence of an “unnecessary hardship”; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

7.7 ACC's Approval

The ACC shall have 60 days after its receipt of the final Drawings from the Lot Owner within which to render its decision on the approval or disapproval of the Drawings. The final Drawings shall include any additional specifications and/or revised Drawings requested by the ACC. In the event the ACC fails to approve or disapprove within 60 days after complete final Drawings have been submitted to it, approval shall be presumed and all related Covenants and Restrictions shall be deemed to have been in full compliance by the Lot Owner. No construction, remodeling, or alterations may be started by any Lot Owner without the prior written approval of the ACC except as provided above. If a Lot Owner fails to submit final Drawings for approval by the ACC and/or otherwise fails to follow the procedures set forth herein, any construction, remodeling, or alterations whether such construction, remodeling or alterations have been started or completed, shall constitute a violation of these Covenants and Restrictions. No Owner of a Lot may claim that the ACC, through any acts or failure to act by the ACC, has waived its right to approve or disapprove any such construction, remodeling, or alteration. The decision of the ACC is final as to all matters.

7.8 Timing - Extensions

Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be. The ACC may, in its discretion, extend the withdrawal period by up to an additional 6 months if it reasonably determines that the delay has been primarily caused by factors outside of the control of the Owner.

7.9 Liability of Declarant and the ACC

Neither Redmond or the Declarant or their assignees and the members of the ACC shall have any liability for decisions made by them so long as such decisions are made in good faith and are not discriminatory, arbitrary, or capricious. Any errors in or omissions from the documents submitted to Redmond or the Declarant or the ACC shall be the responsibility of the entity or person submitting the documents and Redmond and the Declarant or the ACC shall have no obligation to check for errors in or omissions from any such documents or to check for such document's compliance with the general provisions of these covenants and restrictions, local ordinances and regulations, state statutes, or the common law. Neither Redmond or the Declarant shall have any responsibility or liability for (i) the creation, selection, management, or operation of the ACC, (ii) any actions taken or omitted to be taken by or on behalf of the ACC as a result of, in connection with, under, or pursuant to this Declaration, or (iii) any liabilities, obligations, debts, actions, causes of action, claims, debts, suits, or damages incurred by or on behalf of or arising in connection with the ACC or the duties and obligations of the ACC pursuant to these Covenants and Restrictions.

7.10 Declarant Representations

Neither Redmond or Declarant makes any representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Redmond and the Declarant recommend that prospective buyers have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.

7.11 Indemnification

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

ARTICLE 8. CONSTRUCTION OF IMPROVEMENTS

8.1 General Standards

All construction in the Subdivision shall be in accordance with the standards set forth in this Declaration.

- a) If any statutes, ordinances, rules, regulations, zoning codes, or building codes require setbacks which are different than those provided in this Declaration, the provisions of this Declaration will apply if they are more restrictive.
- b) Notwithstanding the setback requirement specified above, the orientation and precise location of each Home and attached garage, as well as all other improvements on the Lot, must be approved in writing by the ACC and a building permit must be issued prior to any construction, it being intended that the ACC may, in its discretion, impose greater setback requirements than those permitted under Municipal ordinances in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the ACC deems advisable. Additionally, the approval of the exact location of the Home by the ACC may be for the purpose of ensuring a proper and consistent setback of structures and buildings and to avoid blockage and views of other properties.
- c) Homes adjacent to, directly across from, or in the immediate vicinity of each other can not be exactly the same or so similar as to be monotonous or aesthetically displeasing. The ACC shall be acting reasonably if it does not approve the Drawings for a home because another home in close proximity would be too similar in appearance

8.2 Construction Deposit

- a) At the time of closing on a Lot, a construction deposit in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) (“Construction Deposit”) shall be collected from the Lot owner and held in an escrow account by Declarant.
- b) This Construction Deposit is required to assure compliance with the terms and conditions of Article 8 which deal with contractor damage to tile system, cleanup, damage to the street, installation of the required mailbox, lamp post, culvert, endwalls and security that the Lot Owner and its contractors will take adequate measures to protect the roadside ditch and common landscaping installed during the construction and landscape process.
- c) In the event the Lot Owner is unable to obtain compliance of its contractors, fails to install the requisite mailbox, lamppost/light, properly sized culvert, endwalls or damage occurs to the development tile system or its Common Areas, rendering cleanup, installation, repair or replacement necessary by the Declarant, such costs will be deducted from the Construction Deposit. In the event that the Construction Deposit has been exhausted, the cost thereof shall become a special assessment against the Lot under Article 3 of the Declaration.

- d) In the event that no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the Lot Owner upon completion and the first occupancy of the residence, within thirty (30) days of the Lot Owner's written request.

8.3 Construction Damage (General, Common Areas, Drainage Tile)

- a) Each Lot Owner shall be responsible for any damage to any other Lots, the Common Areas, the Common Improvements, or any public and private improvements or facilities Redmond or the Declarant has constructed or installed under contract with a municipality or governmental agency, caused by said Lot Owner, its agents, employees, or contractors, including without limitation, ruts from vehicles or equipment, destruction of vegetation, street cleaning and repairs, roadside ditch repair, or due to the depositing of fill or construction refuse. Any such damage shall be fully restored or cleaned up immediately at the sole cost and expense of the responsible Lot Owner. In the event either Redmond or the Declarant incurs any cost or expense due to any such damage, the responsible Lot Owner shall reimburse Redmond or the Declarant, as applicable, upon demand for all costs incurred, including reasonable attorney fees, together with the interest thereon at 12 percent per annum accruing from the date incurred until paid in full.
- b) Each Lot Owner shall be responsible for any damage to the drainage tile system within the Subdivision caused by said Lot Owner, its agents, employees, contractors, or invitees. In the event any building, landscaping or other improvements constructed on a Lot damage or adversely affect the functioning of the Subdivision drainage tile system, the Lot Owner shall at the sole cost and expense of the Lot Owner, repair, replace and, if necessary for the drainage tile system to continue to properly function, relocate the drainage tile system around the foundation of the Building, driveway, or other improvement. Under no circumstances shall a Lot Owner permit a damaged or impaired drainage tile system to remain damaged or impaired. Any such damage or impairment which is not repaired, restored or rerouted by the Lot Owner may be repaired, restored or rerouted by the Association and any costs, including reasonable attorney fees, incurred by the Association together with interest thereon at the rate of 12 percent per annum accruing from the date incurred until paid in full shall be reimbursed by the responsible Lot Owner.
- c) In the event either Redmond or the Declarant incurs any costs or expenses, including reasonable attorney fees, in accordance with this Article 8.3, such costs and expenses shall become a special assessment against the Lot under Article 3 of this Declaration.

8.4 Architectural Requirements & Guidelines

a) **Minimum Square Feet**

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

1 Story: 2300 Square Feet
More than 1 Story: 2700 Square Feet

For purposes hereof, "more than 1 story" includes homes referred to as one and a half story, or two story.

b) **Lot Setbacks**

Front Yard: 50'
Rear Yard: 50'
Side Yard: 20' (50' aggregate)

8.5 Construction Specifically Regulated

a) **3-Car Attached Garage Required.**

Each residence shall have a private garage suitable for parking not less than three standard size automobiles nor more than four standard size automobiles. No garage shall be enclosed or otherwise altered to prevent the parking of at least three standard size automobiles completely within such garage. Enclosure of garages by Redmond or the Declarant for temporary marketing, sales, construction, or office purposes is permitted provided such enclosures and offices are architecturally compatible with the residence.

b) **Mailboxes and Yard Lightpost**

1) Each Lot owner shall be obligated at its sole expense to purchase from Redmond or the Declarant and install within 90 days following issuance of an occupancy permit for the Home, a yard lightpost with attached light fixture of a design determined by Declarant (see Exhibits D-1 and D-2), which shall be installed in a location as determined by the Town of Grafton and connected to an unswitched underground power source and operated automatically by a photoelectric cell. The yard lightpost shall be of a bronze color. The light head (SANTA BARBARA 3 LT) shall be bronze colored, Model No. 3136 DCSE, and the 7 foot post (ADJUSTAPOST) shall be bronze colored, Model No. 295BZ320 with photoelectric control from BBC Lighting & Supply, Milwaukee, Wisconsin.

2) Each Lot Owner shall be obligated at its sole expense to purchase from Redmond or the Declarant and install within 90 days following issuance of an occupancy permit for the Home, a freestanding mail/newspaper box (Whitehall) with newspaper holder, and front and side address plates)

Model No. WH-MB-DPNP from AmericanMailbox.com (see Exhibit E) and installed in a location as determined by the U.S. Postmaster.

- 3) During the term of the Declaration, the yard lightpost and light fixture and mail/newspaper box shall be maintained in good condition and repair (including bulb replacement) and when necessary shall be replaced by the Lot owner at its expense with an identical, or most comparable, structure then available. Replacement is subject to the approval of the ACC.

c) **Driveways & Culverts**

- 1) A driveway approach with galvanized steel culvert (15"W x 20'L min.) and versa-lok endwalls, designed by Declarant (see Exhibit C-1,C-2), shall be properly installed as to grade and drainage, in its permanent location, and covered with crushed gravel, before any materials or construction equipment are moved on to any Lot within the Subdivision. All driveway approaches between the paved roadway and the right of way line shall be covered in asphalt or concrete at the Owner's expense.
- 2) Each Lot shall be allowed only one driveway. Said driveway shall not be located closer than twelve (12) feet to a side lot line. Corner Lot Owners may petition the ACC for a driveway/culvert crossing on a second street frontage.
- 3) Use of a roadside ditch for ingress or egress to any Lot is strictly forbidden. The size of the culvert shall be determined and approved by the Town of Grafton Engineer.
- 4) Each Lot shall be improved by the Lot Owner with an asphalt, brick or concrete driveway extending from the street right-a-way to the garage within 90 days following issuance of an occupancy permit for the Home, or if said permit is granted after September 15, then said completion shall be achieved prior to June 1 of the following year. A plot plan showing the location of the drive shall be submitted to the ACC for its prior approval under Article 7.

e) **Basements**

The ACC shall be acting reasonably if it requires portions of basement walls to be exposed on Lots with significant grades to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with material consistent with the overall architecture of the residence.

f) **Exterior Materials**

The exterior siding of a home shall be made of natural materials. Natural materials include: face brick, stone, wood, and any other natural material approved by the ACC. Fiber cement siding and trim materials (commonly known as "hardiplank") is acceptable. Vinyl, aluminum, steel, masonite, engineered

wood, and resined fiberwood siding products are prohibited. Windows, doors, patio doors and garage doors, of wood, vinyl, masonite or clad in aluminum are acceptable.

The ACC at its discretion may regulate brick or stone material on the front façade of any home to ensure architectural consistency.

In all cases, external chimneys shall be constructed of stone or brick.

g) **Windows**

Each home is required to use shutters or wide window trim (rough sawn cedar or hardiplank) on every window. Whichever is used on the front of the home, then must be used on the sides and the rear of the house to maintain architectural consistency.

Window grills (mullions) are required on all operating windows, and the style used on the front of the home is the style that is required on the sides and the rear of the house to maintain architectural consistency.

There shall be no windowless elevations.

h) **Patio Doors**

Each home is required to use wide patio door trim (rough sawn cedar or hardiplank,) on every patio door. Whichever trim is used as the window trim is required to be used as the patio door trim.

i) **Corner Boards**

Each home utilizing rough sawn cedar or hardiplank siding is required to use rough sawn cedar or hardiplank corner boards on all corners of the home. The type of corner boards that are used on the front of the home then must be used on the sides and the rear of the home to maintain architectural consistency.

j) **Hardiplank Wrapped Exterior**

The exterior of the home may have hardiplank soffit, fascia, frieze boards, gable vent trim, entry door frame trim, overhead door jamb/trim, box windows, and fixture blocks.

k) **Roof**

A residence shall have a roof of architectural grade dimensional shingles.

Roof pitches on the main portions of the home must be a minimum of 8:12 (8 feet in height for each 12 feet in length). Architectural features may have less pitch if approved by the ACC. Subject to the approval of the ACC, Prairie/Craftsman style homes shall have a minimum 3:12 roof pitch, which will be acting reasonably, to maintain architectural consistency, if it does not approve a reduced pitch roof for a Prairie/Craftsman style home.

l) **Fences**

Fencing shall be restricted to the immediate are of a patio, deck or private area in the rear of any residence and shall be required around inground pools. All fencing must be approved by the ACC and Town of Grafton prior to installation. The ACC shall make the final determination on what fencing will be permitted, the location of fencing, and the height of the fencing. In general, no fence erected on any Lot shall be higher than four (4) feet from the graded surface of the ground on which it is erected. No chain link fencing shall be permitted.

Fences are not allowed to encroach into utility easements without permission from WE Energies, SBC, and/or Time Warner. Each Lot Owner is advised to contact WE Energies, SBC, and/or Time Warner in the event they want to encroach into a utility easement to make sure they understand all restrictions and rules regarding such easements. In the event a fence is permitted by the above utilities, an access gate shall be provided within said easement.

Fences are not allowed to encroach into drainage easements without permission from the Town of Grafton. Each Lot Owner is advised to contact the Town of Grafton in the event they want to encroach into a drainage easement to make sure they understand all restrictions and rules regarding such easements. In the event a fence is permitted by the Town of Grafton, an access gate shall be provided within said easement.

m) **Additions to the Exterior Home**

Additions such as sunrooms, enclosures, awnings, or any other similar structures must be approved by the Town of Grafton and ACC. All future additions are subject to the architectural controls of this Declaration and the building permit requirements of the Town of Grafton.

All structural additions must be designed by a qualified engineer, architect or designer experienced in residential design.

n) **Antennas**

Roof mounted Radio/TV antennas are strictly prohibited. Ground mounted antenna towers, C-band direct broadcast satellite dishes (> 1 meter in diameter), and other equipment for receiving or sending audio or video messages or transmissions are prohibited. Internal attic-installed Radio/TV/HDTV antennas are preferred. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must be in compliance with Town ordinances.

o) **DBS Satellite Dish.**

The location of all direct broadcast satellite (DBS) dishes require the approval of the ACC, which approval shall not be unreasonably withheld. The ACC shall not place any restrictions that impair the installation, maintenance, or use of such antennas and satellite dishes that would be in violation of 47 C.F.R. Section

1.4000. All antennas and satellite dishes must be one meter or less in diameter. DBS Satellite dishes shall not be located on any front (roadside) elevation of a home.

p) **Clotheslines**

Clotheslines may be installed and/or used on a Lot provided the clothesline installation is approved by the ACC. Any clothesline allowed on a Lot shall be limited to portable or retractable lines and shall be limited to the rear yard of the Lot.

q) **Pools**

No permanent above-ground pools shall be installed. Town of Grafton approval required. In-ground or seasonal above-ground pools (portable wading pools of a depth not to exceed 24") may be installed on a Lot only with the approval of the ACC, which will be acting reasonably if it does not approve an above-ground pool, or an in-ground pool which is not completely enclosed by a secure wall or fence of a minimum of four (4) foot elevation, with a self closing and self latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least four (4) feet between the fence and an in-ground pool.

r) **Walkways**

All walks leading up to the front door must be paved with a hard surface such as concrete, stamped concrete, brick or flagstone. Asphalt walks are not allowed.

s) **Decks**

Decks must be located to the rear of the dwelling. All decks must be approved by the ACC and Town of Grafton prior to installation

Decks may be constructed of treated wood or maintenance free recycled materials as long as the material is in harmony with the adjacent home. Decks shall have a clear or tinted preservative stain applied to them and shall not be left to weather naturally. Paint is not permitted on the walking surface of the deck, but can be applied to hand railings and all other surfaces.

t) **Patios**

Patios must be constructed with a hard surface material such as concrete, stamped concrete, brick pavers, flagstone or similar materials as long as the material is in harmony with the home.

u) **Porches**

Porches (Front/Wrap Around) shall be integral to the architecture of the Building. Porches may be constructed of pressure treated wood or other natural insect/disease resistant woods as long as the material is in harmony with the home.

x) **Fixed Grills**

All fixed grills must be approved by the ACC. Permanent grills should be placed behind the rear elevation of the house and should not be placed within ten (10) feet of the side and rear property lines.

- y) **Dog Kennels**
Dog kennels shall be attached to the dwelling in the rear yard of the Lot and must be approved by the ACC prior to construction. The ACC shall condition any approval for a dog kennel by requiring the appropriate screening of the dog kennel.
- z) **Utilities**
All utilities must be rear loaded and installed underground.
- aa) **Solar Collectors**
No exterior active solar collectors shall be erected, installed or used unless presented in Drawings and approved by the ACC.

8.6 Landscaping Requirements & Guidelines

- a) **Existing Vegetation**
At time of construction of the Building, no existing live tree with a diameter of four inches or more, at a height of four feet above the ground shall be cut down, destroyed, mutilated, moved, or disfigured without the approval of the ACC.
- b) **Grading**
Declarant and the Town of Grafton have agreed to a certain Storm Water Management Plan and Master Grading Plan. Each Lot Owner shall conform to the Storm Water Management Plan and Master Grading Plan and shall not alter the grades established in such plans. In the event of a conflict between any proposed Drawings and the Storm Water Management Plan or the Master Grading Plan, the Storm Water Management Plan and/or the Master Grading Plan shall control. The Declarant and the Town, their agents, employees or independent contractors shall each have the right to enter upon any Lot after giving reasonable notice to the Owner for the purpose of inspection, maintenance, or correction of any drainage condition, and the Owner is responsible for the costs thereof. Owner shall be provided with a written notice of any drainage condition requiring maintenance or correction and given thirty (30) days to cure such condition before the Declarant or Town will rectify such condition at Owner's cost.
- c) **Ponds**
No ponds shall be constructed on a Lot without the prior approval of the Town. Rain gardens are encouraged to help slow the rates of storm water runoff. Rain gardens shall require the approval from the ACC and the Town of Grafton prior to installation.

- d) Lawns**
Permanent lawns shall be installed in accordance with the Drawings approved by the ACC and shall be completed within 90 days following the issuance of the occupancy permit for the Home, or if said permit was granted after September 15, all permanent lawns shall be completed be on or prior to June 1 of the following year.
- e) Plantings**
Plantings (other than turf grass or Prairie plantings) and landscaping are not allowed within drainage easements without the approval of the Town of Grafton.
- 1. Native Plantings**
Each Lot Owner is encouraged to use native Wisconsin plants when preparing their yard with landscaping.
- 2. Shade Trees**
Each Lot Owner is responsible for planting a minimum of three (3) shade trees in the front yard of the Lot. Each tree must be a minimum of 2.5” caliper and selected from the approved list attached to this document as Exhibit B. Shade trees shall be installed in accordance with the plan approved by the ACC and shall be completed within 90 days following the issuance of the occupancy permit for the Home, or if said permit was granted after September 15, tree planting shall be completed be on or prior to June 1 of the following year
- f) Vision Triangles**
There shall be no planting of perennials, shrubs, or trees within the vision triangles located at the intersection of all streets that exceeds a height of thirty (30) inches. Refer to the Town Ordinances to determine the size of the vision triangle.
- g) Retaining Walls**
Retaining walls are to be built out of boulders or manufactured stone products. Railroad ties, sawn timbers or any other wood product are prohibited as retaining wall structures.
- h) Maintenance**
Each Lot Owner is responsible for keeping their Lot free from debris and weeds prior to the planting of turf grass on the Lot.
- Until turf grass is planted on each Lot, the Lot Owner shall be responsible for compliance with the Town of Grafton’s Weed Control Ordinance.
- Each Lot Owner is responsible for keeping the lawn, landscape, and the roadside ditch to the gravel shoulder, in good maintenance. Should the landscape be left in an unmaintained state as to become a nuisance or an eye sore, the Association retains the right to remedy the nuisance and assess the costs back to the Lot

Owner. Owner shall be provided with written notice of situation and will be afforded fifteen (15) days to cure such condition before the Association can take action.

ARTICLE 9. INSURANCE

9.1 Association Insurance

The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

9.2 Coverage of Association Insurance

The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

9.3 Proceeds

Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4 Cost

All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

9.5 Waiver

The Association and, by acceptance of a conveyance of a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance

No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance policies, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

9.7 Exclusions From Coverage

Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10. AMENDMENT OF DECLARATION

10.1 General

This Declaration and all terms and conditions hereof shall constitute covenants and restrictions running with the Property forever, and shall be binding upon all persons claiming an interest in a Lot or any portion of the Property. Until all Lots subject to this Declaration are subject to an occupancy permit, subject to Redmond's reserved rights, this Declaration may be amended by recording a written instrument executed by or on behalf of the Owners of Lots having at least seventy percent (70%) of the total votes allocated to Lots and Redmond Lots, of which one vote must be that of Redmond. After all Lots subject to this Declaration have been sold by Redmond, this Declaration may be amended by recording an instrument executed by or on behalf of the Owners of at least seventy-five (75%) of the Lots subject hereto. Each Owner shall have the right to cast one vote for each Lot owned by that Owner. Redmond shall have three (3) votes for each of the Redmond Lots it owns. In addition to the amendment requirements stated above, any amendment must be approved by at least 51% of the Mortgagees. Modifications or

revisions to this document require review and approval of the Town of Grafton prior to recording of written instrument.

10.2 Town Review

Amendments shall be prepared and submitted for review by the Town of Grafton prior to final action by the Association and recording in the Register's Office.

10.3 Procedures

Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 11. RIGHTS OF MORTGAGEES

11.1 Notice

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

- (a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Blank's Crossing Subdivision Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
- (b) A lapse, cancellation or material modification of any Association Insurance; and
- (c) Any proposed action that requires the consent of a Mortgagee as specified in Article 8.

11.2 Mortgagee Acquisition of Lot

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

ARTICLE 12. RIGHTS OF REDMOND

12.1 Reserved Rights

Pending the sale of all Lots by Redmond, Redmond:

- (a) may use the Outlots, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or

offices, models and signs and/or showing the Lots. Redmond may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Redmond may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Redmond's delegees shall not have the right, without Redmond's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted so long as that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

- (b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Redmond), and the Outlots as may be required in Redmond's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.
- (c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.
- (d) may maintain a construction trailer for office use on any Lot owned by Redmond for the purposes of managing the construction of the Subdivision. Construction trailer shall be removed within 30 days of final acceptance by the Town of Grafton.

ARTICLE 13. REMEDIES FOR VIOLATION BY OWNER

13.1 General Remedies

If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance. The "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof shall be entitled to recover from the other party the prevailing party's costs incurred in enforcing this Agreement, including its reasonable attorneys' fees, in addition to any other relief to which the prevailing party is entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

13.2 Owner or Occupant Violation; Association Right to Cure

In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Article 3. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 14. EASEMENTS

14.1 Right of Entry

A right of entry to each Lot, Common Area or Outlot is reserved to the Town of Grafton, the Association or its agents to service utility installations located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Town of Grafton, the Association or its agents onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Town of Grafton, the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

14.2 Drainage

An easement is reserved to Declarant, the Association and the Town of Grafton over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan referenced in Article 8.6.

ARTICLE 15. TERMINATION

15.1 Termination

This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Redmond (if during the period of Redmond control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate

Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Redmond or Declarant without the express written consent of Redmond or Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office.

ARTICLE 16. CONSTRUCTION AND EFFECT

16.1 Number and Gender

Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

16.2 Including

Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

16.3 Captions

The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

16.4 Severability

If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

16.5 Remedies

All remedies herein are cumulative.

16.6 Waivers

Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

16.7 Assignment of Declarant's Rights

Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

16.8 Other Regulation

Nothing herein shall preclude or restrict Redmond recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Redmond owns at the time of recordation.

16.9 Zoning Code

Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control ordinance of the Town, except as specifically modified in writing by the Town, within the framework of the Statutory Authority and Purpose portion of the present zoning ordinance.

16.10 Developers Agreement

The Redmond and the Town have entered into a Developer's Agreement regarding the development of this Subdivision. A copy of the Developer's Agreement is on file with the Town.

Executed at _____, Wisconsin, on the _____ day of _____, 2008.

By: Blank's Crossing Homeowners Association, Inc.

By: _____
Brian Cummings, Its President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2008, the above named Brian Cummings, as President of Blank's Crossing Homeowners Association, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent

or expires: _____

This instrument was drafted by:
Mark C. Lake, AICP

Exhibit A
Legal Description

LOTS ONE (1) THROUGH FORTY-EIGHT (48) AND OUTLOTS ONE (1), TWO (2) AND SIX (6) IN BLANK'S CROSSING, PART OF THE NORTHWEST ONE-QUARTER ($\frac{1}{4}$), NORTHEAST ONE-QUARTER ($\frac{1}{4}$), SOUTHEAST ONE-QUARTER ($\frac{1}{4}$), AND SOUTHWEST ONE-QUARTER ($\frac{1}{4}$) OF THE NORTHEAST ONE-QUARTER ($\frac{1}{4}$) OF SECTION TWENTY-NINE (29), TOWN TEN (10) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE TOWN OF GRAFTON, OZAUKEE COUNTY, WISCONSIN.

Exhibit B
Approved Tree List

Large Trees

Red Maple
Sugar Maple
White Ash
Green Ash
Gingko Biloba (male)
Kentucky Coffeetree
White Oak
Burr Oak
Red Oak
Little Leaf Linden
Redmond Linden
Horse Chestnut
River Birch
White Birch
Shagbark Hickory
Northern Catalpa
Common Hackberry

Small Trees

Serviceberry
Hornbeam (Musclewood)
Crabapple Hybrids
Ironwood (Hop Hornbeam)
Flowering Pear
Japanese Tree Lilac
Pagoda Dogwood
Cockspur Hawthorn
Washington Hawthorn

Trees to Avoid (Invasive Non-Native Species)

Black Locust
Norway Maple
Amur Maple
Siberian Peashrub
Russian Olive
Tatarian Honeysuckle

Many cultivars exist for these species. Cultivars are used for variety among species and improved performance through characteristics: i.e. shape, structure, growth habit, insect/disease resistance, absence/persistence of fruit and color.

Exhibit C-1

Driveway & Culvert Diagram

CULVERT CROSSING SPECIFICATION

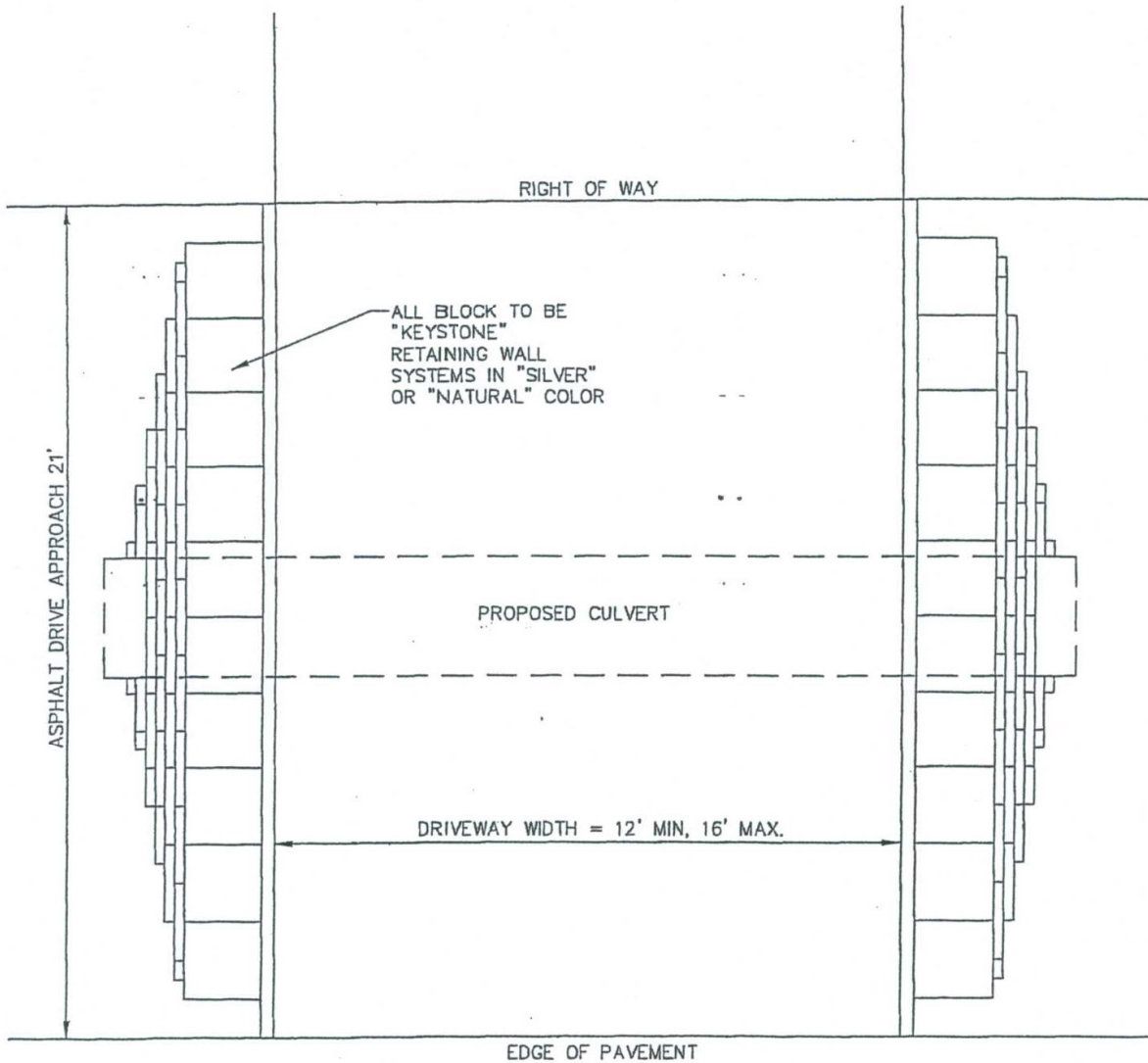


Exhibit C-2

Driveway & Culvert Diagram

CULVERT CROSSING SPECIFICATION

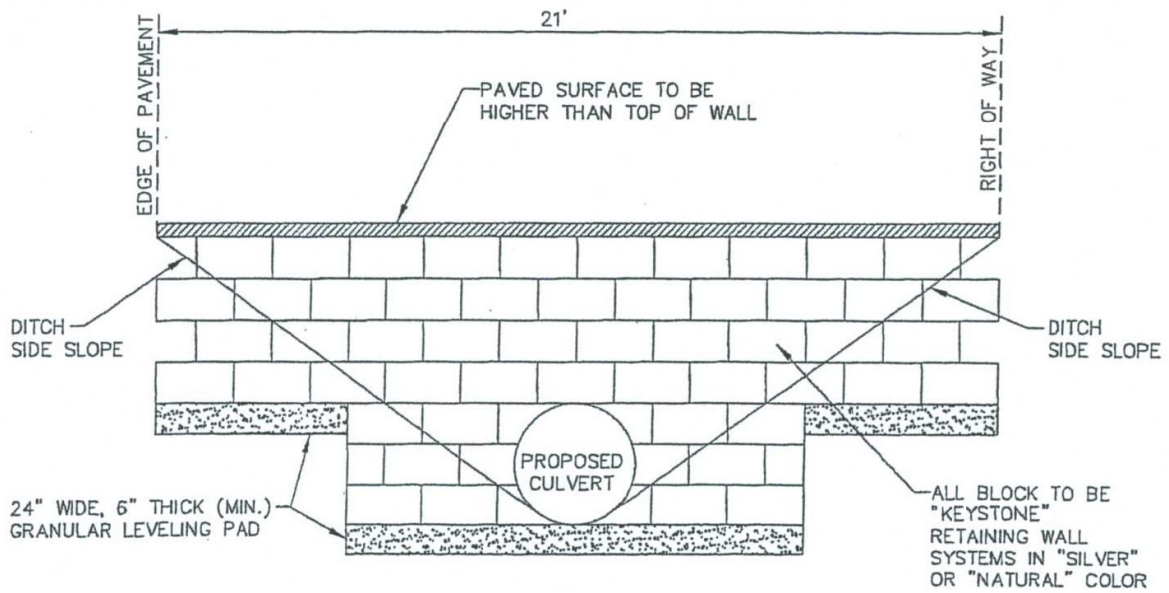
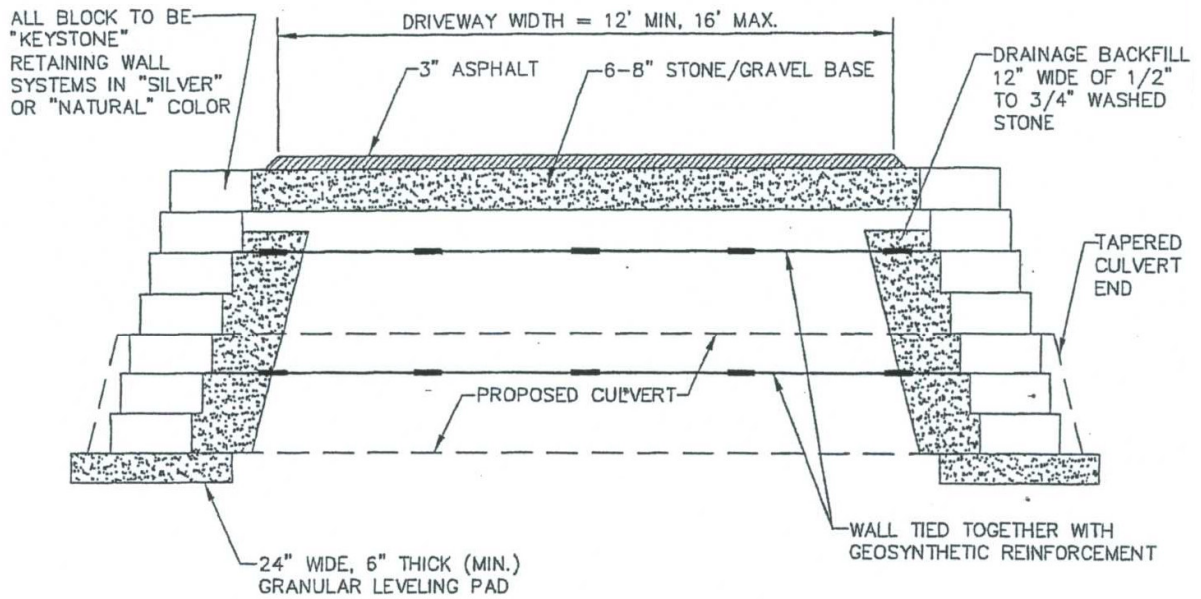


Exhibit D-1

Yardpost/Light Fixture Diagram



POST TOP SELECTED

Item#: 3136CDSE (Sienna)

Description:
SANTA BARBARA 3 LT POST

Number Of Bulb: 3
Bulb type: CA
Wattage: 60

HCO:
BP Width:
BP Height:

Single Pack
Box Dimension: 11.22 x 24.02 x 11.22
Cubic Feet: 1.75
Ship Weight: 9.13 lbs

(Item Shown: 3136CDSE)
W: 9 H: 16 Ext: L:

[Family Products](#)

[Add to Proposal](#)

Exhibit D-2

Yardpost/Light Fixture Diagram



Direct Burial Lamp Posts & Accessories

295-320 Bronze finish with photocell

7' Aluminum Post

DIMENSIONS:

Height: 7'

O.D.: 2.950"



Standard Finish Black

Specify: White (W), Bronze (BZ) optional

Options: Ezee change photo control (320), Convenience Outlet (C),
No Crossarm (NCA)

Post Material:

Aluminum



Exhibit E

Mail/Newspaper Box Diagram



**Blank's Crossing
Summary of Building Requirements as of April 2005**

Blank's Crossing is a 157 acre single-family conservation subdivision located in the Town of Grafton. Blank's Crossing is to be developed with a rural cross-section on well and septic. The subdivision is controlled by protective covenants and is architecturally controlled to protect the investments of the buyers and future owners within the subdivision. Common areas shall be restored with native wildflowers and grasses.

Dwelling Sizes:	1 Story	Minimum 2,300 Square Feet
	1 ½ Story	Minimum 2,700 Square Feet
	2 Story	Minimum 2,700 Square Feet
Siding:	Use of natural building materials is required. Natural materials include: brick, stone, wood, and any other natural material approved by the ACC. Fiber cement siding and trim materials (commonly known as "hardiplank") is acceptable. Vinyl, aluminum, steel, masonite, engineered wood, and resined fiberwood are prohibited.	
Front Elevation	Shall contain not less than 25% (excluding doors and windows) of the principal masonry material of the home.	
Fireplace Chimney	Shall be constructed of the principal masonry material of the home	
Roofing:	Dimensional fiberglass shingles "Shake like" in appearance, wood shingles or wood shakes only.	
Roof Pitch:	Roof pitches on the main portions of the home must be a minimum of 8:12 (8 feet in height for each 12 feet in length). Architectural features may have less pitch if approved by the ACC. Roof Pitches for Prairie/Craftsman style homes shall require a minimum 3:12 roof pitch and are subject to approval of the ACC.	
Openings:	Windows, doors, patio doors and garage doors of wood, masonite, or clad with vinyl or aluminum are acceptable.	
Exterior Colors:	Natural pallets are encouraged. All exterior colors must be submitted to and approved by the ACC.	
Garages:	Minimum of a 3-car attached garage, and maximum of a 4-car attached garage. Side entry garages are required.	

- Culvert Crossing The Developer will require the installation of a typical culvert crossing w/endwalls in a natural color (design and quality will be determined by developer).
- Driveways: Driveways must be of asphalt, concrete or brick and must be installed within 90 days of occupancy or if said permit was granted after Sept. 15, shall be completed prior to June 1 of the following year. Minimum Driveway approach shall not be less than 12' in width and not more than 16' in width. Driveways shall not be located closer than 10' to a side lot line.
- Landscape: Plans must be submitted and approved by the ACC and the landscaping must be installed within 90 days of occupancy or if said permit was granted after Sept. 15, shall be completed prior to June 1 of the following year. Each lot owner will be required to plant a minimum of 3 trees with a minimum diameter of 2-1/2" at chest height and must be a minimum of 8' in height. Use of native plants and other materials encouraged to compliment the restored prairie within the Common Areas.
- Pools: Inground pools only. No above ground pools will be allowed.
- Fencing: Fencing is only allowed around inground pools. Fencing must be 4' in height and be of black aluminum, wrought iron or similar type fencing and must be approved by the ACC.
- Lightpost, Mailbox The Developer will require the installation of one outdoor electric (unswitched) yard lightpost and a mailbox, design and quality will be determined by developer, at a predetermined location on the lot.
- Accessory Buildings: Shall be limited to pool cabanas, gazebos, and children's play equipment. External pet facilities shall be strictly prohibited.
- Storage: Outside storage shall be strictly prohibited.

All of the above basic requirements are subject to change at anytime for any reason by the developer. These are only preliminary requirements and are subject to change.