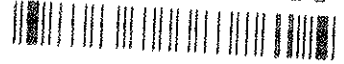


Declaration of
Covenants & Restrictions-
Stork Landing

DOC#: 1098410



Document Number

Document Title

Recorded
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Name and Return Address

Dittmar Realty, Inc.
PO Box 1297
Menomonee Falls, WI 53051

Parcel Identification Number (PIN)

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR

STORK LANDING

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is hereby made and established as of 4th day of August, 2005 by Stork Landing, LLC, a Wisconsin limited liability company (hereinafter the "Developer").

RECITALS

WHEREAS, Developer owns all those lands located in the Village of Slinger, Washington County, Wisconsin, as legally described on Exhibit A hereto (the "Land");

WHEREAS, Developer intends to develop the Land as a single family residential development containing eleven (11) lots known as "STORK LANDING" (the "Subdivision"); and

WHEREAS, Developer desires to subject all of the Land (except dedicated streets and utilities), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Developer, the Subdivision as a whole and for the benefit of each Lot Owner.

DECLARATION

NOW, THEREFORE, DEVELOPER hereby declares that the real estate described on the attached Exhibit A (except for dedicated streets and utilities), shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

DEFINITIONS PURPOSE AND USE RESTRICTIONS

1.01 DEFINITIONS

- (a) "Developer" shall mean STORK LANDING, LLC, as well as any Successor-Developer.
- (b) "Family" shall mean one or more persons related by bond, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or groups of persons where three or more are not so related or engaged as household employees.
- (c) "Home" shall mean a residential building designed and used as a dwelling for one family (which shall not include any attached garage).
- (d) "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a name and lot number, and which is a part of the lands expressly made subject to this Declaration.
- (e) "Lot Owner," "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate and shall include land contract vendees and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.
- (f) "Property" shall include a Lot and all improvements thereon.
- (g) "Section" shall mean all those provisions within a numbered heading of this Declaration.
- (h) "Structure" and "improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, carport or aboveground storage facility; tent; exterior lighting or electric fixture, antennae, tower, pole or bug control device; antenna, tower, dish or other device, free-standing or attached, for the transmission or reception of electronic signals; trellises or arbors; fence, retaining or other wall, fountain or aboveground or in ground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened

or other type of porch, patio or gazebo, tree house or other exterior play equipment; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single family Home constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

- (i) "Subdivision" shall mean the lands described on the attached Exhibit "A," and such other land as become subject to this Declaration pursuant to an amendment hereto, excluding lands now or hereafter dedicated to the Village.
- (j) "Successor-Developer" shall mean any person, corporation, partnership or other entity to which Developer expressly assigns or otherwise transfers his rights and obligations hereunder, or any successor to the Developer by operation of law.
- (k) "Village" shall mean the Village of Slinger, Washington County, Wisconsin.
- (l) "DNR" shall mean the Wisconsin Department of Natural Resources.

1.02 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of open spaces and common areas; to help assure the best use and most appropriate development and improvement of each Lot; to protect owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or disproportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures and color schemes; to insure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lots; to prevent installation of improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to ensure a proper and consistent setback of structures and buildings for aesthetic appearance and to avoid

blockage of views for other Properties; to secure and maintain a proper spatial relationship of buildings, structures and other improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

1.03 SINGLE FAMILY USE: GENERAL RESTRICTIONS

- (a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone or computer. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. Notwithstanding the foregoing, the Developer or any builders approved by the Developer shall have the right to construct model homes which may be used as temporary sales offices.
- (b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests.
- (c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Developer or Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy an assessment against the Lot with respect thereto.
- (d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.04 RESTRICTIONS ON USE OF VEHICLES

Automobiles, trucks, motorcycles, bicycles, and all other vehicles and trailers, including recreational vehicles (which shall include snowmobiles, boats and other watercraft, trail bikes, travel trailers and vans, motor homes and dune buggies and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Lot outside an enclosed garage without the prior written approval of the Developer (which may be withheld in its sole and absolute discretion, including aesthetic appearances), except for temporary storage for loading and unloading purposes for a period of not more than 48 hours. Recreational vehicles shall also not be used or operated on any Lot, the Common

Areas or otherwise within the Subdivision, except on dedicated streets in accordance with applicable traffic laws.

1.05 ANIMALS AND PETS

No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other normal household pets (as may be approved by the Developer from time to time) may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner, or which may be contrary to applicable law. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. No exterior pet kennels or related structures or enclosures shall be permitted at any time.

1.06 GARBAGE AND REFUSE

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage in sanitary covered containers located in an enclosed garage. There shall be no burning or burial of any garbage, trash, or debris at any time other than or burning of leaves and light brush if approved by the Developer, and conducted in compliance with all applicable laws and ordinances.

1.07 WETLAND AREAS

That portion if Lots consisting of wetlands (as shown on the Wetland Delineation Map on file with the Developer and the Village) shall not be filled, graded or disturbed in any way except with the prior written approval of the Village, the Developer and the DNR.

1.08 OUTSIDE STORAGE

No portion of any lot shall be used for the outside storage of any items of personal property, including without limitation, cars, trucks, and other vehicles, equipment, furniture, firewood, trash containers, tools or ladders, except patio furniture which is located outdoors between April 15 and October 31 of each year.

1.09 ENVIRONMENTAL REGULATIONS

All grading, excavation, filling and any other construction activities shall be in strict conformance all federal, state and local laws, regulations, ordinances and administrative

orders in respect to land disturbing activities and the protection 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.

1.10 SHORELAND ZONING

(not applicable)

1.11 CONSTRUCTION DAMAGE

Each Lot Owner shall be responsible for any damage to any other Lots, the Common Areas, the Common Facilities, or any improvements the Developer is obligated to construct or install under contract with a local governmental unit, caused by said Lot Owner, its agents, employees, or contractors, including without limitation, ruts from vehicles or equipment, destruction of vegetation or the depositing of fill or construction refuse. In the event such damage is not fully restored or cleaned up, as applicable, within ten (10) days following the written notice from the Developer, the Developer shall have the right to arrange for said restoration or clean up and the cost thereof, together with interest therein at the Default Rate accruing from the date incurred, which shall be reimbursed by the Lot Owner, and if not so reimbursed, shall constitute a special assessment against the Lot. Any such damage shall be presumed to be caused by the Owner of the Lot under construction located nearest to said damage, said Lot Owner having the burden of proving the damage was caused by another party who shall be specifically identified to the Developer.

1.12 TREE PLANTING AND REMOVAL

- (a) No tree shall be pruned or removed from any Lot, including for purposes of constructing Improvements, except with the prior written consent of the Developer. Requests for approval shall be in writing and must include a scaled drawing (1" – 40 feet or larger) showing the specific tree or area of trees to be removed. Developer shall have the right to condition approval upon the relocation of the Home or other improvements to minimize the removal of trees or for other purposes under Section 1.02.

- (b) After completion of Home construction, no existing conifer or hardwood tree shall be removed from a Lot if located more than ten (10) feet from the Home, garage or driveway without the prior written consent of the Developer, except dead or diseased trees or those posing a threat to safety or property

damage.

- (c) The Lot Owners of Lots 1 and 2 of C.S.M. No 5904 shall at their expense plant on their respective Lot, street trees in conformance with Section 8.14 A of the Village Land Division Ordinances. The obligation in respect to each said Lot shall be satisfied within ninety (90) days following issuance of an occupancy permit for the Home on said Lot (or if issued after September 15, then prior to June 1 of the following calendar year).
- (d) The Home on Lot 4 of the C.S.M. 5903 shall be located west and outside of the wooded portions of the Lot.

1.17 VACANT LOT MAINTENANCE

Prior to commencement of home construction, the Lot shall at all times be free of soil erosion and fully and completely stabilized with turf (which during the mowing season shall be regularly mowed, except for wooded areas) and kept in a clean and slightly condition. These requirements specifically include any areas between the road pavement and the Lot line. In the event of any failure to comply with any of the foregoing, then the Developer (or contractors engaged by them) shall have the right to enter the Lot and conduct such repairs or maintenance as required above, and the costs thereof shall become a special assessment against the Lot under Article 3 of the Declaration.

1.18 USE OF LIMITATIONS OF OUTLOT 1 OF C.S.M. 5902

No building, Structure or personal property of any kind may constructed, located or stored on the south ten (10) feet of Outlot 1 of C.S.M. No.5902, whether permanently or on a temporary basis except for a fence that is subject to and in conformance with Section 2.06 (c) hereof, and which is no higher than 48 inches above finish grade. Use of said 10 foot area shall be permanently limited to open space vegetated with mowed turf together with any trees or shrubs the owner may choose to install.

CONSTRUCTION OF IMPROVEMENTS

2.01 MINIMUM LIVING AREA AND HEIGHT REQUIREMENTS; GARAGES; DECKS

- (a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios and storage areas) as set forth below:

1. not less than 1,800 square feet for a one-story home.
 2. not less than 1,300 square feet on the first floor with a total of 2,000 of area for a one and one-half story home.
 3. not less than 2,200 square feet for a two-story home.
 4. not less than 2,200 square feet on the two upper levels for a split level home.
- (b) No Home shall exceed three stories (excluding the basement) or 35 feet in height above the grade of the street fronting the Home, whichever is less.
- (c) The roof of all Homes shall be pitched to rise at least eight (8) inches vertically for each twelve (12) horizontal inches.
- (d) An enclosed and attached garage (for at least two and not more than four cars) shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home. Caution: all 4-car garages will be subject to strict architectural scrutiny to ensure proper scale and proportion to the Home and may be denied for such and any other reasons permitted herein, including general aesthetics.
- (e) Each Home shall have a basement with a useable floor area (exclusive of crawl space) of not less than 60% of the first floor.
- (f) Each Home constructed on a Lot that permits a partial or full exposure and which is designed to accommodate an attached deck, shall include a completed deck prior to occupancy that is designed in conformance with the Developer's Architectural Guidelines. All decks shall be painted or stained to match the exterior of the Home.

2.02 SUITABILITY

- (a) Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Developer recommends 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.

- (b) Developer suggests, but does not require, that buyers utilize a properly licensed architect in any construction.
- (c) All Grading Plans shall be prepared by a licensed engineer or surveyor.

2.03 LOCATION AND SET-BACK

- (a) All structures or improvements (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located in conformance with applicable zoning and building codes. Each corner Lot shall be delineated by the Developer as to identification of side and rear yards to have one rear lot line, one side lot line, one front lot line and a side street lot line based on the proposed orientation of the Home and other improvements.
- (b) Approval by the Plan Commission or Building Inspector of the Village with respect to set-backs or other matters shall not be binding on the Developer in any respect.
- (c) Notwithstanding the set-back requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by the Developer prior to any construction, it being intended that the Developer may, in its discretion, impose greater set-back requirements than those permitted under Village ordinances in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Developer or the Developer deems advisable. Additionally, the approval of the exact location of the Home by the Developer may be for the purpose of ensuring a proper and consistent set-back of structures and buildings and to avoid blockage and views of other properties.
- (d) Each Lot Owner acknowledges and agrees that notwithstanding the reviews and approvals made or required under this Declaration, each Lot Owner has the responsibility for selecting and hiring its own architect or other design professional, construction contractor, subcontractors, material suppliers, inspection professionals and parties associated with the design and construction of the applicable Home, and the Developer shall have no responsibility whatsoever for such parties or for the quality or suitability of

any design, materials, workmanship or foundation location, or for compliance with applicable laws and ordinances, it being understood that the function of the Developer pursuant to the reviews and approvals required hereunder is solely to attempt to ensure compliance with the covenants and restrictions in this Declaration and the intent thereof, and that no Lot Owner shall be entitled to rely upon any such reviews or approvals other than as expressly provided under Section 2.05(e).

2.04 ARCHITECTURAL STYLES AND BUILDING MATERIALS

- (a) Traditional architectural styles of the seventeenth, eighteenth, and nineteenth and twentieth centuries are encouraged. These could include Tudor, Salt Box, Cape Code, Georgian, Greek Revival, Prairie School or any of the Victorians. It is expected that the design of each house be consistent and unified and that building materials appropriate for that design be used. All Homes should reflect the aesthetics and spirit of the traditions they seek to exemplify.
- (b) All exterior building materials shall be natural materials, excluding shutters, windows, soffits and roofing. The Developer shall have the right to permit synthetic materials (not including vinyl or aluminum) which are substantially similar in appearance and texture to natural materials. Minimum roof pitch as stated in 2.01 (c) shall be required. Placement of garage doors on the side elevation of Homes is encouraged and may be required. Primary exterior materials shall be consistent on all elevations and all fireplace chimneys shall be enclosed in a suitable housing compatible with the building materials of the Home.
- (c) In order to provide further guidance to prospective Lot Owners regarding the standards to be implemented regarding architectural control, prior to the date a general cross section of Homes have been erected in the Subdivision, the Developer strongly encourages prospective Lot Owners to obtain architectural approval prior to becoming legally obligated to close on the purchase of the Lot.

2.05 ARCHITECTUAL CONTROL

- (a) The Developer shall, subject to any specific assignment by Developer, have the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to

grant variances therefrom, as set forth in this Declaration. The Developer shall retain such right and authority until Developer no longer holds title to any lands shown on Exhibit B attached hereto.

- (b) No Home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, elevation, color or material composition) without: (1) prior submission of detailed plans, specifications and other required application materials to the Developer for its review; and (2) acquisition of prior written approval by the Developer with respect thereto. Plans to be considered appropriate for review by the Developer must include the following (unless the Developer advises a Lot Owner in writing to the contrary): scaled construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage or addition or change to either) showing dimensions, composition and color of exterior materials and equipment, if any; a plot plan to scale showing the location of the improvement with respect to set-backs from Lot lines and other buildings and improvements, finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the Developer as it may reasonably request; and a Grading Plan as required under Section 2.15. The Developer may deny or withhold approval of any proposed improvement based upon any one or more of the following factors in the Developer's sole judgment: any one or more of the general purposes specified in Section 1.02 will not be satisfied; material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings; set-backs; finished grade elevations; access; drainage or landscaping; and general aesthetics. The Developer's judgment as to all matters of aesthetic appearance, design and compatibility shall be final and not subject to challenge or appeal. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY LAND DISTURBING ACTIVITIES OR IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE DEVELOPER SHALL BE REQUIRED TO REMOVE SUCH IMPROVEMENT (OR RESTORE SUCH ALTERATION) IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE. Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a Home, garage or other improvement may not be changed in any significant respect without the prior written approval of the Developer. The Developer shall further have the right to establish additional procedures to ensure compliance with this Article 2.

- (c) Construction of all Homes shall be in conformance with the established grades shown on the approved Grading Plan.
- (d) Upon written approval of the plans for the proposed improvement and upon receipt of any necessary Village and other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be substantially completed within twelve (12) months following either acquisition of Developer approval or issuance of any required building permit by the Village, whichever is later. The Developer may, in its discretion, extend such completion deadline up to an additional six (6) months in the event the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors. For its own benefit to ensure compliance, the Developer may, at its discretion, require performance bonds from the contractors responsible for construction of the improvements.
- (e) In the event the Developer fails to act upon proposed plans within 30 days following written acknowledgment by the Developer that it has received such plans and that they are adequate and complete for purposes of its review or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one (1) year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the Developer is required as to such particular matter.
- (f) Any approval or permission of the Developer under this Section, to be binding or effective, MUST BE IN WRITING signed by an authorized representative. No oral statements, representations or approvals of the Developer or any of its members or agents shall be binding on the Developer under any circumstances, regardless of any reliance thereon by any Lot Owner.
- (g) Within 90 days following construction or installation of any improvement, the Lot Owner shall, upon written request of Developer, furnish an as-built certified survey showing the location of the improvement. If any Lot Owners fails to comply with said requests, the Developer (and/or its agents and contractors) shall have the right, without and further notice, to enter the Lot and perform said as-built survey and the cost thereof shall be specially assessed the Lot under Article 3 hereof.
- (h) Except to the extent necessary for the construction of exposed basements

or split level homes, no portion of any Home located above grade level shall be covered within ground, soil or similar materials.

2.06 LANDSCAPING

- (a) Landscaping plans, if any, including mature shrubbery, must be submitted for approval in conjunction with building plans. At a minimum, landscaping shall include sodded or seeded lawns on all four (4) sides of the Home, not including wooded areas.
- (b) All landscaping (including permanent lawns) shall be performed in accordance with the plan approved by the Developer and shall be completed within three (3) months following the issuance of the occupancy permit for the Home, or if said permit was granted after September 30, said completion shall be on or prior to June 1 of the following year.
- (c) No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Developer under Section 2.05. In general, fencing will be prohibited other than decorative "see through" fencing. No swimming pools (temporary or permanent) shall be installed above the surface grade.
- (d) Except for specific landscaped areas, or areas covered with trees and shrubs prior to sale by Developer, all front, side and rear yards shall be maintained as clipped lawns.

2.07 DRIVEWAY/CULVERT

- (a) Each Lot shall be improved by the Lot Owner with an asphalt, brick or concrete driveway extending from the street to the garage within three (3) months following issuance of an occupancy permit for the Home, or if said permit is granted after September 30, 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 Developer for its prior approval under Section 2.05 above. For purpose of ensuring an aesthetically attractive streetscape and a cohesive project identity, the culvert crossing area of each driveway shall be constructed by the Lot Owner at its expense in conformance with the design standards (including materials) on file in the Developer's office.
- (b) Certain Lots will have restrictions on the location of driveways due to the

presence of underground utilities, and prospective Lot Owners shall make written inquiry to the Developer regarding any potential impact to their Lot.

2.08 CONSTRUCTION MATERIALS - STORAGE

No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Developer, unless required for back filling, finish grading, or landscaping.

2.09 WATER SUPPLY

Each Home shall be served by a private well constructed by the Lot Owner at its expense, and in compliance with all applicable regulations.

2.10 SEWERAGE DISPOSAL

Each Home shall be served by an individual private on site septic system installed by the Lot Owner at its expense, and in compliance with all applicable regulations.

2.11 WIRES, ANTENNA, AND SOLAR PANELS: SURVEY MARKERS

- (a) All utility lines and wiring for gas, electric, telephone, and cable television service to a Home, garage or other improvement shall be installed underground, unless otherwise permitted by the Developer in writing prior to installation. No Lot Owner shall remove, alter or disturb any monuments or survey markers, or install any improvement or vegetation that obstructs vision between the corner points of any Lot.

- (b) No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or transmission (except dishes having a diameter not to exceed 18 inches and not visible from the front of the Home), or for other electronic transmission or reception or solar heating panels shall be erected or used in the Subdivision.

2.12 SIGNS

Except for Developer (and its written designees) relating to the marketing of the Subdivision or any homes therein, no sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (i) one sign of not more than six square feet advertising the Property for sale; and (ii) one standard sign (showing the Lot Owner's name) as may be approved by the Developer for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision.

2.13 OUTBUILDINGS

No wash line, shed, detached garage or other enclosed structures or outbuildings are permitted on any Lot except one (1) structure per Lot consisting of any of the following:

1. gazebo or enclosed porch in the rear yard of the home
2. storage structure not to exceed 200 square feet for lots less than two (2.0) acres in size.
3. storage structure not to exceed 500 square feet for lots two (2.0) acres or more in size.

Any proposed structure must comply with complete architectural review, shall be enclosed in the same materials (and colors) as the Home on the Lot, shall be located in the rear yard of the Lots and shall be screened from street view by the Home or landscaping as required by the Developer.

2.14 MAILBOXES

- (a) Each Lot Owner shall be obligated at its expense to purchase from Developer a freestanding mail/newspaper box of a design determined by Developer which will be installed by Developer.
- (b) The mail/newspaper box shall at all times during the term of the Declaration, be maintained in good condition and repair and when necessary shall be replaced by the Lot Owner at its expense with an identical or most comparable structure then available.

2.15 LOT GRADING AND DRAINAGE EASEMENTS

- (a) In order to preserve the natural character of the Lots as much as possible,

the Developer has not predetermined finish grade elevations and pre-graded the Lots to ensure proper drainage after construction of homes, driveways and related improvements. It is the responsibility of each Lot Owner to study and become familiar with the topographical, drainage and vegetation features unique to each Lot. Prior to any grading, excavation or other land disturbing activities, each Lot Owner shall have prepared by a licensed engineer or surveyor and submit to Developer a scaled grading and drainage plan (the "Grading Plan") showing all improvements and impervious areas and the proposed finish grade elevations (at two (2) foot contours) across the entire Lot, which shall be designed to prevent storm and surface waters from flowing onto adjacent property, and in the case of Lots affected by a "public drainage easement" is also designed to prevent the obstruction of surface waters flowing through said easement area.

- (b) No Lot Owner may commence any grading, filing, excavation or other land disturbing activities (any one or more referred to as "Surface Alterations") in any Lot (i) prior to obtaining the Developer's written approval of the Grading Plan, and (ii) in the case of any Lot containing a "public drainage easement", prior to obtaining written approval from the Village of Slinger.
- (c) No portion of any Lot located within a drainage easement (public or private) may be altered, graded, filled or excavated in any manner except as set forth in a Grading Plan approved in writing by the Developer.
- (d) All grading and excavation activities shall be conducted in conformance with the then most current version of the Wisconsin Construction Site Handbook, published by the DNR. No Surface Alterations shall be conducted in a manner which causes erosion or instability of soils within or onto adjacent property or alters the patterns of storm and surface water drainage in a manner which has a material adverse effect on another Lot or the other property. The Owner proposing the work shall have the burden of demonstrating conformance with the foregoing to the satisfaction of a licensed engineer selected by the Developer, determinations by said engineer shall be final and not subject to any review or appeal. No consent shall be given hereunder except in reference to a Grading Plan prepared at the Lot Owner's expense specifically disclosing all aspects of the work for which approval is requested. Said consent shall be further subject to the Lot Owner's payment of any fees or costs of review by Developer's engineer.

ASSESSMENTS

3.01 POWERS OF THE DEVELOPER

Without limitation, the Developer shall have the following rights and powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Developer specified in this Declaration;

1. to levy and enforce payment of Special Assessments on the Lots and against Lot Owners;
2. to enforce this Declaration;
3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessment;
4. to employ the services of any person, firm, or corporation to maintain any Lot or Improvements thereon;
5. to commence, prosecute, defend or be a part to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Developer;
6. to enter any Lot at any time upon not less than ten (10) days prior notice and perform or install any maintenance work or improvements required under this Declaration and the Lot Owner shall make reimbursement for the cost thereof and if not paid, the Developer shall have the right to recover the same by any means available at law or hereunder, including special assessments, and litigation and Developer shall be entitled to the recovery of attorney's fees and other enforcement costs.

3.02 ASSESSMENTS AGAINST LOTS AND LOT OWNERS

"Special Assessments" may be made and levied by the Developer against a particular Lot Owner and his/her or their Lot (without levy against other Lots) for:

1. costs and expenses (anticipated or incurred) for repair of damage to and Lots, roadways or dedicated areas caused by or at the direction of the Lot Owner, the family or guests of the Lot Owner, or any other

party for whom a Lot Owner is responsible;

2. costs, expenses and actual attorney's fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;
3. interest due on Special Assessments; and
4. all other costs and expenses anticipated or incurred by the Developer which are subject to Special Assessments as provided under this Declaration.

3.03 PAYMENT OF ASSESSMENTS

- (a) Each Lot Owner shall promptly pay, when due, all Special Assessments levied by the Developer against such Owner and his or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Developer in collection of any delinquent assessment(s). All assessments shall become due at such times and in such manner as the Developer may determine in its sole and absolute discretion (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.
- (b) All co-Owners of a Lot shall be jointly and severally liable for all Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.04 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION

- (a) All Special Assessments which are not paid when due shall bear interest at the lesser of twelve percent (12%) per annum, or the maximum rate as may then be permitted by law, from the date due until the assessment is paid in full, shall constitute a lien on the Lot, and shall be collectible and enforceable by the Developer by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

- (b) The Developer subject to Section 4.07(a), shall have the exclusive right and power to collect or enforce collection of all Special Assessments levied by the enforcing party and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Developer shall have the right to record a document with the Register of Deeds of Washington County giving notice of a lien for any unpaid assessment. Failure to file any such notice shall not impair the validity of the lien. The Developer may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Developer shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

3.04 ASSESMENT STATEMENTS

Within twenty (20) days following written request from a Lot Owner, the Developer shall provide a written statement as the existence and amount of any outstanding Special Assessment against the Lot.

4.01 MISCELLANEOUS: AMENDMENTS TO DECLARATION

This Declaration may be amended by recording in the Office of the Register of Deeds for Washington County, Wisconsin, a document to that effect executed by the Owners of at least 67% of all Lots in the Subdivision, with all signatures duly notarized, except that;

- (i) so long as the Developer owns any of the lands described or shown on Exhibit B, no amendment shall be valid without the prior written approval of the Developer; and
- (ii) no portion of Article 3 or 4 may be amended at any time without the prior written consent of the Developer or its members.

Any amendment shall become effective only upon recording.

4.02 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS

Developer hereby reserves the right to grant, convey or establish easements to the

Village, Washington County and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within a reasonable distance from any Lot line for purposes of allowing the provision of gas, electric, water, sewer, cable television or other service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision (including lands described in Exhibit B) to persons other than a Successor/Developer.

4.03 SEVERABILITY

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

4.04 COVENANTS RUN WITH LAND

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.05 TERM OF DECLARATION

This Declaration (and any amendments) shall be binding for a period of 20 years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 20-year period, this Declaration shall be automatically renewed for successive periods of (10) years each.

4.06 DISCLAIMER

Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of the Subdivision not already platted as of the date of recording this Declaration.

4.07 ENFORCEMENT

- (a) The Developer shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration

and any Rules or Regulations adopted by the Developer, except that the Association shall assume such exclusive responsibility at such time as the Developer, its successors or assigns, no longer owns a Lot in the Subdivision. Notwithstanding the foregoing, any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Section 2.05(e), to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Developer, as the case may be, fails to take such appropriate action within 60 days following a written request by such Lot Owner to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Developer in the enforcement thereof. The Developer shall not be subject to any suit or claim by any Lot Owner for failure the Developer to take any action requested by such Lot Owner against any other Lot Owner.

- (b) The Developer shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any Lot for any costs and expenses incurred by the Developer in the enforcement of the provisions of this Declaration with respect to such Lot, and the cost of consultants and actual attorneys' fees, and whether or not litigation is commenced with respect thereto. Any assessments not paid when due shall bear interest at 12% per annum (the "Default Rate") until paid in full, and such unpaid assessment, together with the interest thereon, shall constitute a continuing lien against the real estate for which the assessment is made. Said lien may be foreclosed in the same manner as real estate mortgages under Wisconsin law, provided that such liens shall be subordinate to any purchase money or construction mortgage. The assessment and interest thereon shall further be the personal obligation of the applicable Lot Owner.
- (c) Each remedy set forth in this Declaration shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Developer to exercise any such right or remedy for any violation (including, without limitation, violations of Section 2.05(b)) shall not be a waiver of such right or remedy under any circumstances (except as provided in Section 2.05(e)) unless a written waiver is obtained from the Developer.
- (d) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverted or reversion of title to any Lot.

4.08 NO LIABILITY

All decisions of the Developer on any matter (including, without limitation, decisions under Section 2.05) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Developer or the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

4.09 INTERPRETATION

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 Declaration or approved in writing by the Developer. This Declaration shall be interpreted and construed in accordance with the laws of the State of Wisconsin. The terms "occupancy permit" as used herein shall mean a temporary or permanent occupancy permit, whichever is issued sooner.

4.10 GENERAL ADMINISTRATION AND ENFORCEMENT

Each Lot Owner and Unit Owner hereby expressly acknowledges that the administration and enforcement of this Declaration will be carried out by human beings, and as such will not be perfect or flawlessly consistent. The Developer intends to use its good faith efforts to administer and enforce this Declaration in a consistent and even handed manner so as to bring about the establishment of a development which is materially different from a residential neighborhood that is not or minimally regulated. The complexity and volume of regulated subject matter, however, indicate that some mistakes, errors and inconsistencies are likely to occur. Said mistakes, errors and inconsistencies shall not serve as a legal excuse or justification for non-compliance herewith, whether or not similar or identical to the matter in controversy unless it can be shown that there has been a complete, flagrant, persistent and comprehensive pattern of non-enforcement or non-administration hereof, which shall be the burden of the party seeking to avoid enforcement to demonstrate. By way of illustration and not in limitation of the foregoing, structures or architectural features permitted by the Developer due to an oversight, or that in retrospect turn out to be unattractive or undesirable, shall in no way limit or constitute a waiver of the Developer's right to subsequently deny or require modifications to an identical or similar structure or architectural feature.

4.11 NO ASSOCIATION

There is not intended to be and this Declaration does not create or contemplate an association of Lot Owners to govern use of the Lots or to administer or enforce this Declaration. Any reference herein to an "Association" shall mean the Developer.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions is executed by the Developer as of the date first written above.

STORK LANDING, LLC

By: Dittmar Realty, Inc., Manager

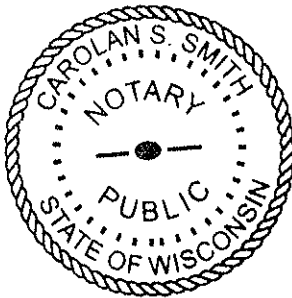
By: 
Kevin S. Dittmar, President

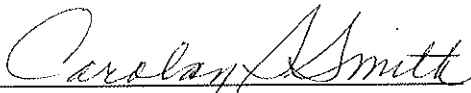
STATE OF WISCONSIN)

) SS

COUNTY OF WAUKESHA)

Personally came before me this 4th day of August, 2005, the above named Kevin S. Dittmar, as the President of the Manager of Stork Landing LLC, and to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.




Carolan S. Smith

Notary Public, State of WI

My Commission: Oct 22, 2006

This instrument was drafted by:

Kevin S. Dittmar
c/o Dittmar Realty, Inc.
P.O. Box 1297 Menomonee Falls, WI 53051-1297

Exhibit A

Lots 1,2,3 & 4 of Certified Survey Map No 5904, a redivision of Lot 1 of Certified Survey Map No 5902 being a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Town 10 North, Range 19 East, in the Village of Slinger, Washington County, Wisconsin.

Lots 1,2,3 & 4 of Certified Survey Map No 5903, a division of Lot 2 of Certified Survey Map No 5884 being a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Town 10 North, Range 19 East, in the Village of Slinger, Washington County, Wisconsin.

Lots 1,2 & 3 of Certified Survey Map No 5905, part of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Town 10 North, Range 19 East, in the Village of Slinger, Washington County, Wisconsin.

"Exhibit B"

STORK LANDING

SITUATED ON HILLSIDE ROAD, IN THE VILLAGE OF SUNGER, WASHINGTON COUNTY, WISCONSIN.
JULY 18, 2005 OTTMAR REALTY DRAWING NO. 161644-CR8



National Survey & Engineering

