

**AMENDED AND RESTATED PROTECTIVE COVENANTS
FOR PART OF HIDDEN RIDGES SUBDIVISION**
Subdivision located in the Village of Combined Locks,
Outagamie County, Wisconsin.

WHEREAS, Keith Garot, hereafter referred to as the original “Developer” of Hidden Ridges Subdivision (“Subdivision”), in the Village of Combined Locks, Outagamie County, Wisconsin, executed that certain Declaration of Covenants and Restrictions for Part of Hidden Ridges Subdivision, which was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, March 14, 2002 as Document No. 1457459 (“Original Declaration”).

WHEREAS, said Original Declaration of Covenants and Restrictions for Part of Hidden Ridges Subdivision was amended by that certain Amendment to Declaration of Covenants and Restrictions for Part of Hidden Ridges Subdivision, which was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on August 5, 2011 as Document No. 1917517 (“Amendment”).

WHEREAS, said Original Declaration and Amendment are further supplemented by that certain Declaration of Additional Restrictive Covenants, which was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on August 10, 2016 as Document No. 2080733 (“Additional Covenants”).

WHEREAS, section 5.01 of the Original Declaration, as amended, provide as follows:

“This Declaration may be amended by recording in the Office of the Register of Deeds, a document to that effect executed by the Owners of at least fifty-one percent (51%) of all Lots subject to this Declaration, with all signatures duly notarized.”

WHEREAS, not less than 51% of the owners have agreed to amend and restate the restrictive covenants affecting the Subdivision in its entirety as set forth below.

NOW, THEREFORE, the Association, by and through a vote of not less than fifty-one percent (51%) of the owners, hereby makes the following declaration as to the limitations, restrictions, and uses to which the Lots in said Subdivision may be put, and hereby specifies that such declaration shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners and persons claiming under them.

THIS DECLARATION of Conditions, Covenants and Restrictions for Part of Hidden Ridges Subdivision, Village of Combined Locks, Outagamie County, Wisconsin (hereinafter the “Declaration”) is made this _____ day of November, 2016, by not less than 51% of the owners of the real property described herein (hereinafter a “Lot Owner” or “Lot Owners”). The undersigned Lot Owners own at least fifty-one percent (51%) of the following described real estate in the Village of Combined Locks, County of Outagamie, State of Wisconsin, being the real estate now duly platted as:

Lots Fifty-four (54) through Sixty-three (63) and Lots Sixty-six (66) and Sixty-seven (67), according to the recorded Plat of Hidden Ridges, in the Village of Combined Locks, Outagamie County, Wisconsin.

Return to:

Hidden Ridges Homeowner’s Association
324 Hidden Ridges Way
Combined Locks, WI 54113

AND

Lots One (1) through Four (4) of Certified Survey Map No. 5317, filed in the office of the Register of Deeds on March 14, 2006, in Volume 30 of Certified Survey Maps on Page 5317, as Document No. 1702769, being part of Lots 47, 48 and 49, and all of Lots 50, 51, 52 and 53 of "Hidden Ridges," located in Section 25, Township 21 North, Range 18 East, Village of Combined Locks, Outagamie County, Wisconsin.

AND

Lots One (1) through Three (3) of Certified Survey Map No. 5318, filed in the office of the Register of Deeds on March 14, 2006, in Volume 30 of Certified Survey Maps on Page 5318, as Document No. 1702770, being part of Lots 47, 48 and 49, and all of Lots 49, 68 and 69 of "Hidden Ridges," located in Section 25, Township 21 North, Range 18 East, Village of Combined Locks, Outagamie County, Wisconsin.

AND

Lots One (1) and Two (2) of Certified Survey Map No. 5549, filed in the office of the Register of Deeds on February 7, 2007, in Volume 32 of Certified Survey Maps on Page 5549, as Document No. 1740708, being part of Lot 65 and all of Lot 64 of "Hidden Ridges," located in Section 25, Township 21 North, Range 18 East, Village of Combined Locks, Outagamie County, Wisconsin.

and hereby make the following declaration of covenants, conditions and restrictions to which the Lots or tracts constituting such Subdivision (hereinafter a "Lot") shall be put, and hereby specifies that such declarations shall constitute covenants, conditions and restrictions that run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and shall be for the benefit of, and limitations on, all future owners in such Subdivision.

This Declaration amends, replaces, and supersedes the Original Declaration, Amendment, and Additional Covenants previously affecting the aforementioned real estate. Said Original Declaration, Amendment, and Additional Covenants are of no further effect.

1. Purpose. The purpose of these covenants, conditions and restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisance, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each Lot Owner the full benefit and enjoyment of their property, with no greater restriction on the free and undisturbed use of their property that is necessary to insure the same advantages to all other Lot Owners.

2. Architectural Control. No dwelling, house, fencing, other structure, or landscaping shall be erected or constructed on any Lot in this Subdivision unless and until the plans and specifications have been submitted to, and approved by, the Hidden Ridges Homeowner's Association (hereinafter "Association"). Any approval or permission of the Association under this section must be in writing to be binding and effective.

3. Land Use and Building Type. All of the Lots shall be restricted to use for owner occupied, single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any of the above Lots other than one ranch style single family dwelling not to exceed one (1) story in height with no more than two (2) bedrooms on the main floor, with additional limits and conditions as set forth herein. Only single-family residences of conventional construction shall be permitted.

No Lot Owner(s) shall lease any part of their property to another party. However, any Lot Owner(s) may transfer their property to a trust of which the Lot Owner(s) is a beneficiary. Lot Owners may leave their respective homes vacant due to vacations, hospitalizations, etc., however the Lot Owners shall not lease their respective homes during said periods of vacancy.

4. Grade. All Lots shall be finish graded in conformance with the elevations required by the Village of Combined Locks, Outagamie County, Wisconsin.

5. Basement/Footings. No slab houses shall be allowed. All residential buildings must have a basement under at least forty percent (40%) of the ground area, and footings of at least four (4) feet in depth below the balance of the residence.

6. Garages. Every residence shall have an attached private garage, with a maximum of a two car tandem garage with door measuring less than eighteen (18) feet wide.

7. Roof Pitch. The roof pitch on all residences must be a minimum of 7/12 pitch, and the exterior design must be harmonious with the neighborhood.

8. Exterior Design. The exterior design on all residences must consist of at least one-third (1/3) brick or stone on the front of the home, be of the approximate width, style, and footprint of the existing structures, and the exterior must be harmonious with the neighborhood. No bright colors may be used on the exterior of any residence unless approved in advance by the Association.

9. Parking of Vehicles. Snowmobiles, boats, trailers, semi tractors and trailers, mini-bikes, motorcycles, recreational vehicles, motor homes, campers, fish shanties or unlicensed, inoperable or junk vehicles, shall not be stored on the property other than inside the garage. Further, vehicles of any kind, including, but not limited to, automobiles, trucks, motorcycles, vans or minivans, shall be parked in the driveway of any Lot overnight.

10. Construction Time. All homes shall be completed within twelve (12) months after commencement of building, and shall not be occupied prior to being completed. All lawns must be completed within one (1) year after occupancy.

11. Minimum Floor Plan Size. The ground floor area of any homes to be constructed on a Lot, exclusive of basement area, garage area and open porch areas, shall be a minimum of 1,700 square feet.

No portion of any level which has its floor below grade will be considered living space except as may be permitted by the Association.

12. Type of Construction. No mobile homes, used buildings or residences or pre-fabricated or modular homes shall be moved onto any Lot and any home must be constructed on site. All new homes shall match the existing construction in street appearance, color, character, and style.

13. Storage or Utility Building/Outbuilding. No outbuildings or sheds shall be allowed on any Lot.

14. Compliance with State and Municipal Codes. Setback lines, side yard lines and building codes for any residence shall be in compliance with all ordinances and regulations of Outagamie County, the Village of Combined Locks, and the State of Wisconsin.

15. Driveways. All driveways are to be hard surfaced, to the sidewalk, with concrete, within one (1) year of home occupancy.

16. Drainage Pattern. The landscaping of each individual Lot shall comply with the drainage plan approved by the Village of Combined Locks and on record with the County Register of Deeds. No Lot Owner shall block or otherwise obstruct the flow of surface water drainage or cause such water to back up onto the property of another.

17. Trash/Burning/Litter. All trash and waste shall be kept out of public view and in sanitary containers that shall not be aesthetically offensive or unsightly. There shall be no burning of any kind, including, but not limited to, leaves, upon any Lot. No Lot shall be used as a dumping ground for litter, unwanted stones, grass clippings, branches, garbage or other rubbish.

18. Antennas/Satellite Dishes. Radio and TV antennas are not allowed on the exterior of a building or on poles. Satellite dishes are allowed, however, they are not allowed in the front or on the roof of a building. Satellite dishes are to be kept to the side or rear of the home and hidden from view as much as possible.

19. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

20. Animals. No animals, livestock, reptiles, birds, or poultry of any kind shall be raised, bred or kept on any Lot, except that a maximum of three housecats and two dogs per household may be kept inside the residence, provided they are not kept, bred or maintained for any commercial purpose. Nothing contained herein, however, shall be construed to permit the keeping of any housecat or dog that, in any way, constitutes a nuisance.

21. Subdividing. None of the Lots may be subdivided or partitioned without the permission of the Association.

22. Lighting. All outdoor lighting shall be ornamental. Any pole lighting shall be erected on ornamental poles. Flood lighting may be used provided it is not offensive to the neighboring properties or roadway.

23. Temporary Structures. No structure of a temporary nature, shanty or similar structure shall be permitted on any Lot either temporarily or permanently. No structure other than a fully completed residence shall be occupied.

24. Pre-construction Maintenance. Lot Owners are responsible for the maintenance of their Lots before construction begins. No trash or waste, weeds, woodpiles, or long grass is permitted.

25. Growth and Debris. The Owners of each improved Lot shall keep said Lot, together with all lands lying in road right-of-way between the Lot and the traveled portion of all roads that abut the Lot, mowed and attractive. No refuse pile, rubbish or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon; and in the event the Owners shall refuse, upon written notification to keep the property free of weeds, underbrush, refuse piles or other unsightly growth or objects, then agents of the maker of these covenants may enter upon said land and remove same at the expense of the Owner, and such entry shall not be deemed a trespass.

26. Walls and Fences. No wall or fence, excluding hedge fences, of any kind whatsoever shall be constructed on any Lot without the permission of the Association. In general, fences will be discouraged.

27. Encroachment. For purposes of these covenants, conditions and restrictions, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this paragraph shall not be construed to permit any portion of a building to encroach upon another Lot.

28. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign no larger than one square foot, or one sign no larger than five square feet advertising the property during the construction and/or sales period.

29. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved and restricted as shown on the recorded plat. The easement area of each Lot and all improvements on the Lot shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The following uses, structures and activities are prohibited in any easement: filling, grading and excavating; construction or placement of any building or structure; the cultivation of crops, fruits or vegetables; the planting of trees or shrubs; the dumping or depositing of ashes, waste, compost, fill or materials of any kind or nature; and the storage of vehicles, equipment, materials or personal property of any kind or nature.

30. Clotheslines. No clothesline or laundry line of any kind whatsoever shall be located in any outdoor area on any Lot unless it is of a temporary (or completely retractable) nature.

31. Smoke Alarms and Spark Arresters. All homes within the Subdivision shall be affixed with at least one smoke detector on each level of the home. Said smoke detectors must be tested, maintained and remain connected at all times. All chimneys shall have spark arresters installed and maintained in working order.

32. Severability. Invalidation of any of the conditions, covenants or restrictions, by judgment or court order, shall in no way affect any of the remaining conditions, covenants and restrictions, which shall remain in full force and effect.

33. Amendment. This Declaration may be modified, clarified, changed and/or amended at any time and in any manner by written declaration setting forth such modification, change, clarification and/or amendment, which has been executed by the Owners of at least fifty-one percent (51%) of the Lots in the Subdivision, in such form as to allow it to be recorded in the Outagamie County Register of Deeds Office.

34. Enforcement. Enforcement shall be by proceedings at law or equity, against any person or persons violating or attempting to violate any condition, covenant or restriction, either to restrain such violation or to recover damages. Any Lot Owner may enforce the provisions of this Declaration by proceedings in law or equity against any person, and the Association may enforce the provisions of this Declaration against an Owner violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages or both.

35. Relation to Public Regulations. Where the provisions in this Declaration impose greater restrictions than any statute, ordinance or rule, the provisions of this Declaration shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the statute, ordinance or rule shall prevail.

36. Term. These conditions, restrictions and requirements are covenants running with the land, and shall become binding upon the grantors and grantees of the property herein, their respective heirs, executors, administrators and assigns, for the period of twenty (20) years from and after the date hereof, after which time

they shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or reducing the term is executed by at least fifty-one percent (51%) of the Lot Owners.

37. Homeowner's Association. The attached Exhibit A sets forth the powers and authorities of the Hidden Ridges Homeowner's Association. Said Exhibit A is hereby incorporated into this Declaration.

IN WITNESS WHEREOF, the following Lot Owners have hereunto set their hand and seal on the day and year first above written.

[Signature pages follow]

Printed Name: _____
_____ Hidden Ridges Court

Printed Name: _____

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EXHIBIT A

Article One - Hidden Ridges Homeowner's Association

1.1 CREATION

The Developer created and establish a non-profit homeowner's association to be known as "HIDDEN RIDGES HOMEOWNER'S ASSOCIATION," (the "Association") for the sole and exclusive purpose of accepting and assuming all of the rights, powers, privileges and obligations set forth under Section 1.7 hereof.

The affairs of the Association shall be governed by the Board of Directors of the Association (hereinafter the "Board"), as set forth under Section 1.5 below. The Association is an unincorporated association.

The Association hereby adopts the provisions of this Exhibit A as its initial By-laws. Thereafter, amendments or changes to the By-laws governing the operation of the Association shall be made by majority vote of the Board of Directors and approved at the annual meeting of Association Members. No document need be recorded to affect these operating changes.

1.2 MEMBERSHIP

Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Lot Owners of the Lot, regardless of the form of tenancy, estate or interest in the Lot.

Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

1.3 VOTING

The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner(s). Fractional votes will not be allowed; and if Lot Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Lot Owners. The Association may treat any Lot Owner of a Lot or the proxy of any such Lot Owner as duly authorized to vote for all Lot Owners of that Lot.

A quorum for voting purposes shall consist of fifty percent (50%) or more of the votes entitled to be cast.

There shall be no cumulative voting election of Board members or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

1.4 ASSOCIATION MEETINGS

(a) The annual meeting of the Association shall be held in June of each year for the purpose of electing members of the Board (subject to Section 1.5) and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner.

(b) A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast. The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration. Written notice of all meetings of the Association stating the time, place and purpose for which the meeting is called shall be given to each Lot Owner not less than four (4) nor more than thirty (30) days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

1.5 MANAGEMENT OF ASSOCIATION BY THE BOARD

The Association and its business, activities and affairs shall be managed by the Board. The Board shall contain not less than three (3) Directors. The exact number of Directors shall be established from time to time by the Board dependent upon the needs of the Association. All of the members of the Board shall be elected as provided herein. Board members shall serve for a term of one (1) year.

The Board may appoint committees (hereinafter a "Committee") consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.

No person shall receive any payment for services rendered as a member of the Board or the Committee or as an officer of the Association or as a member of any Committee unless specifically authorized by prior resolution of the Association. The Committee may reimburse out-of-pocket expenses incurred by an officer or Committee member in the performance of his/her duties.

No member of any Board or Committee or officer of the Association shall be liable to any Lot Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Board or Committee member or officer, provided such person acted in good faith, without willful or intentional misconduct.

1.6 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION

No Lot Owner (other than members of the Board) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

1.7 POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

(a) Without limitation, the Association shall have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration:

- (1) to levy and enforce payment of General and 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 enter and execute contracts, deeds, mortgages, and documents on behalf of the Association which relate to maintenance of the street island or any other portion of the Lots for which responsibility for upkeep is assumed by the Association, now or in the future;

(5) to incur indebtedness on behalf of the Association (but only for the purposes of and as may be reasonably necessary for, carrying out its duties and obligations hereunder) and to execute drafts and other negotiable instruments;

(6) to employ the services of any person, firm or corporation;

(7) to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;

(8) 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 Association; and

(b) Any two members of the Board acting together are empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the Board under this Declaration.

1.8 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS

The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Lot Owners and their Lots.

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

(a) costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;

(b) interest due on General and Special Assessments; and

(c) all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration.

(d) "General Assessments" may be made and levied by the Board equally against each Lot Owner and his/her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

(1) any insurance maintained by the Association;

(2) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or any other property of the Association;

(3) all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

(4) all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;

(5) all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

(6) all costs and expenses associated with the ownership of ornamental street lighting;

(7) costs and expenses of services, if any, made available to all Lots; and

(8) all other costs and expenses declared to be common expenses under this Declaration.

The General Assessments for any of the foregoing expenses shall be levied equally against each Lot.

The Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.

The Board may at any time levy assessments for such purposes against the Lot Owners and against all Lots. The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association or the ensuing year and shall furnish a copy to each Lot Owner(s) of the Lot.

1.9 PAYMENT OF ASSESSMENTS

Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due at such times and in such manner as the Board 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.

All Lot Owners of a Lot shall be jointly and severally liable for all General and 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 purchasers or sellers, or otherwise).

1.10 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION

(a) All General and 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 Board (in its own name or the name of the Association) 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 Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board 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 Board shall have the right to record a document with the Register of Deeds giving notice of a lien for any unpaid assessment. Failure to file any such notice shall not impair the validity of the lien. The Association 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 Board shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

1.11 SERVICE OF PROCESS

Service of process upon the Association for all matters shall be made upon the president of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds.

Article Two – Maintenance

2.1 GENERAL PROVISIONS

The Association shall arrange, contract for, and provide for lawn care, yard maintenance and snow removal services on a regular basis for every Lot subject to this Declaration.

"Lawn Care" shall consist of mowing, trimming, fertilizing, weed control, seasonal upkeep, removal of grass clippings and leaves, all as to the extent determined necessary by the Developer and/or its assigns. "Lawn Care" shall not include watering of yards.

"Snow Removal" shall consist of plowing of private driveways and shoveling or snow-blowing of private walkways for each residence. All services for snow removal shall be done at the frequency determined in the reasonable discretion of the Association or its assigns as the weather may dictate. Snow Removal shall not include salting or sanding of driveways or walkways.

"Yard Maintenance" shall consist of trimming of hedges and removal of debris, limited weeding of areas around shrubs and plantings and maintenance of wood-chipped and/or rocked areas. Yard Maintenance shall be done on a seasonal basis and at the frequency determined by the Association and/or its assigns.

2.2 SERVICE CHARGES

The Owner(s) of each Lot shall pay to the Association the sum of One Hundred Dollars (\$100.00) per calendar month or One Thousand Two Hundred Dollars (\$1,200.00) per year (except lots 302-314 shall pay the sum of One Hundred Ten Dollars (\$110.00) per calendar month or One Thousand Three Hundred and Twenty Dollars (\$1,320) per year due to their larger size) for the above-described services. Lot owners who own more than one Lot as designated on the original and any subsequent plats shall be charged the above-described fee for each Lot so owned.

Lot Owners shall pay these fees annually without demand of the Association by January 31 of each calendar year. All fees 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 fee is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by any means allowable by law.

The obligations for payment of the above-described fee in respect to each Lot shall begin upon issuance of a temporary or permanent occupancy permit for the residence on each Lot. Prior to the issuance of said occupancy permit, all Lot maintenance is the obligation of said Lot Owner, who shall keep their Lot free of trash, waste, debris, brush, or long grass. At the Association's discretion, the above-referenced fee shall be adjusted to an amount equal to the then current fee, multiplied by a fraction, the numerator of which is the Consumer Price Index ("CPI") figure published most recently prior to the date of adjustment, and the denominator of which is the CPI figure published most recently prior to the previous date of adjustment, or in the case of the first adjustment, the CPI figure published most recently prior to December 31, 2002; provided, however, that in no event shall the maintenance fee be less than that which existed for the prior year. As used herein, the terms "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items, or the successor to that Index, or if no successor then such economic statistic selected by the Homeowner's Association as an estimate of the change in the level of consumer prices over time.