

DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND
EASEMENTS FOR WOODLAND ESTATES

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FOND DU LAC COUNTY
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Name and Return Address:

Martin J. De Vries
Sager, Colwin, Samuelsen & Associates
P.O. Box 2068
Fond du Lac, WI 54936-2068

(Parcel Identification Number)

DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
WOODLAND ESTATES
FOND DU LAC, WISCONSIN

THIS DECLARATION, made this 28th day of December, 2004, by SID INVESTMENTS, a partnership.

WITNESSETH:

WHEREAS, SID Investments, a partnership (hereinafter SID Investments), is the owner of the real property described in Article I of this Declaration and desires to subject it to the conditions, restrictions, covenants, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof.

NOW, THEREFORE, SID Investments, a partnership, hereby declares that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

DEFINITIONS

The following words and terms, when used in this document or any supplemental document (unless the context shall prohibit) shall have the following meanings:

- a) "Developer" shall mean and refer to SID Investments, a partnership, its successors and assigns.
- b) "Association" shall mean and refer to Woodland Estates Community Association, Inc., a Wisconsin non-stock corporation, its successors and assigns.
- c) "Properties" shall mean and refer to all existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I.
- d) "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title or interest in or rights of use, or with respect to which the Developer permits use by the Association and its members, and any replacement of or for any of the foregoing.
- e) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties, but shall not include any plot designated therein as a "tract."
- f) "Living Unit" shall mean and refer to any portion of a Structure situated upon the properties designed for occupancy by a single family.
- g) "Owner" shall mean the record owner (whether one or more persons or entities) of a fee, or undivided fee, interest or a person or entity who has an interest as a land contract vendee in any Lot or Living Unit situated upon the Properties but shall not include any such person or entity who holds such interest merely as a security for the performance of an obligation.
- h) "Member" shall mean all those owners who are members of the Association as hereinafter provided.
- i) "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a single family.

- j) " Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.
- k) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.
- l) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.
- m) (m) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate Structure.
- n) "Committee" shall mean the Architectural Review Committee.

ARTICLE I.

REAL PROPERTY SUBJECT TO THIS DECLARATION

1. Existing Property The real property which is and shall be held, conveyed and occupied subject to the covenants, restrictions and easements set forth in this Declaration is located in Fond du Lac County, Wisconsin, and is legally described as follows:

Woodland Estates Subdivision, as shown on that final plat recorded in the office of the Fond du Lac County Register of Deeds on _____, _____, 2004, in Volume ____ of Plats, on pages _____, Document No. _____, which subdivision is located in the SE ¼ and the SW ¼ of Section 26 Township 15 North, Range 16 East and in the NE ¼ and the NW ¼ of Sec. 35, Township 15 North, Range 16 East, Town of Lamartine, Fond du Lac County, Wisconsin.

2. Additional Property. Additional Property may become subject to the covenants, restrictions, easements, assessments and liens set forth in this Declaration in the following manner: Developer shall have the right to bring within the general plan or scheme of this Declaration Additional Property in future stages of development. Additions, if any, shall comply with the following standards:

The additions shall be subject to assessment for their share of Association expenses.

If the layout of the additions of Additional Property and other factors so permit, the Developer may build small artificial bodies of water on such additions.

The Developer, its successors and assigns are not obliged to bring any Additional Property within the general plan or scheme of development.

Any additions authorized under this Section shall be made by recording a "Supplementary Declaration of Covenants and Restrictions" with respect to such additions, which shall extend the general plan or scheme of the covenants and restrictions of this Declaration to the lands added.

ARTICLE II.

LOTS

1. Purposes. The purposes of this Declaration are to insure the best use and most appropriate development and improvement of each Lot, and the Properties as a whole; to protect the Owners

of Lots against such uses of surrounding Lots as will detract from the residential value of their Lots; to preserve to the extent practicable the natural beauty of the Properties; to prevent the erection of poorly designed or proportioned structures; to assure harmonious uses of materials and colors; to encourage and secure the erection of attractive, substantial homes, appropriately located; to secure and maintain proper setbacks, side and rear yard restrictions and thereby to preserve and enhance the values and investments made by purchasers of Lots and Dwellings thereon.

2. Easements. Each Lot shall be subject to any easement granted or hereafter to be granted by the Developer to the Town of Lamartine or any other governmental unit, to any public or semi-public utility companies, or to the Developer itself as trustee for the erection, construction and maintenance of electric, telephone, cable television, gas, water, or other utilities over, upon or under portions of any Lot. The Developer does hereby reserve for itself the right to grant to the Town of Lamartine or any other governmental unit, public or semi-public utility companies and for itself, as trustee, easements and rights-of-way for the erection, construction and maintenance of all wires, pipes, and conduits for the transmission of electricity, telephone, cable television and for other purposes, for storm water drains and draining courses, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Developer may deem fit and appropriate for the improvement and benefit of the development. Such easements and rights-of-way shall be confined in pipes or conduits, and in an area within ten feet of all lot lines with the necessary rights of ingress and egress there from and with the rights to do whatever may be necessary to carry out the purposes for which the particular easement is created. All such necessary and approved conduits and cables shall be constructed, placed and maintained underground if practicable. No above-ground communication, electric or television lines or cable, shall be permitted to be placed anywhere in the Properties other than within Structures without the approval of the Architectural Review Committee.
3. Zoning Laws. In addition to the provisions hereof, all Lots in the development shall be subject to all ordinances, zoning laws and other restrictions and regulations of the Town of Lamartine, the County of Fond du Lac, the State of Wisconsin, and any other governmental unit.
4. General Land Use and Building Type. All Lots shall be used only for Single Family residences and shall be subject to all restrictions and covenants set forth in this Declaration. No Structure shall be erected on any Lot except one Dwelling designed for occupancy by a Single Family and one Dwelling Accessory Building designed for use in conjunction with said Dwelling as a private garage or service quarters or a combination of both. No Lot shall be subdivided or re-subdivided to make smaller Lots; provided, however, this restriction shall not prevent a purchaser of two or more contiguous Lots from building one Dwelling on more than one adjoining platted Lots or two Dwellings on three or more adjoining platted Lots as shown on the subdivision plat. A lot may be divided and attached to an adjacent lot or lots with the approval of the Architectural Review Committee, so long as both areas of the divided lot are attached to adjoining lots, so that no smaller lot is created. Each Dwelling shall be subject to the setback restrictions and height restrictions pertaining to the Lot on which the Dwelling is erected.
5. Dwelling Size. Minimum living area for any Dwelling is defined as those areas, excluding garages, patios and breezeways that are to be heated and/or air-conditioned. Basements, whether or not heated and/or air conditioned, shall also be excluded from the determination of minimum living area; however, any habitable portion of a basement may be included which has adequate natural light and ventilation and access to grade. No areas with less than six feet (6'0") headroom shall be included in calculating the minimum required square footage. The minimum living area for any Dwelling is 1,800 square feet. The maximum height of Dwellings and Dwelling Accessory Buildings shall be twenty-four feet ((24' 0") measured from the highest point of contact between the natural grade and the structure.
6. Building Location and Lot Area. The minimum setback from the street for any Dwelling or Dwelling Accessory Building on a Lot shall be thirty-five feet (35' 0"). The minimum side yard restrictions for

each Lot shall be twenty feet (20' 0") and the minimum rear yard restriction for each Lot shall be sixty feet (60'-0"). In addition, all side yards, setbacks and rear yards shall comply with all applicable restrictions described in Town of Lamartine's Zoning Code. In the event one Owner owns two adjoining Lots, the Architectural Review Committee shall determine whether such adjoining Lots may be considered a single Lot in the application of side yard restrictions.

7. Landscaping. All plans for Dwellings shall include a landscape layout which shall be subject to the approval of the Architectural Review Committee. Such landscape layout shall show existing trees, trees to be planted, and other proposed plantings. All existing trees with the diameter of six inches shall not be removed unless such removal is approved by the Architectural Review Committee. The landscape layout shall also include the location and specifications of any exterior light and/or mailbox proposed to be placed on the Lot. Exterior lighting fixtures shall be so designed and installed that no light rays shall disturb neighboring views. Such fixtures shall not be of unduly large intensity nor shall they significantly illuminate the private property of others in the development. Mailboxes shall be only of the type approved by the Postmaster General and the Architectural Review Committee. All landscaping approved for a Lot must be completed within 26 months from the commencement of construction of the Dwelling on said Lot.

8. Nuisances. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot. Trash, garbage or other wastes shall not be kept except in sanitary containers which shall be properly screened from public view.

All lawns, shrubs and flower beds, and all gardens must be kept neat in appearance and free of noxious weeds.

No fire wood shall be kept outside a dwelling unless it is neatly stacked and placed in a rear yard.

No trailer, tent, shack, garage, barn or other outbuilding, or living quarters of a temporary character shall be permitted on any Lot at any time.

No trucks, buses or vehicles (other than private passenger cars, station wagons, or other similar private vehicles) shall be parked in private driveways or on any Lot within the development for purposes other than in the normal course of construction or for services rendered to a Dwelling or Lot. Habitual parking of commercial vehicles on a Lot or parking adjacent to a Lot shall be prohibited. No home occupation or profession shall be conducted on any Lot except as may be authorized by the Association.

9. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that un-offensive, common, domestic household pets such as dogs and cats may be kept on any lot provided that they are not kept, bred or maintained for any commercial purposes. A maximum of two such household pets may be kept on any Lot.

10. Additional Restrictions. There shall be not more than one nameplate on each Lot. Nameplates shall be not more than 72 square inches in area and shall contain the name of the occupant and/or the address of Dwelling. It may be located on the mailbox, on the door of the Dwelling or on the wall adjacent thereto, or upon the wall of any Dwelling Accessory Building or Structure, or free standing in the front or side yard, provided that the height of the nameplate is not more than 12 inches above the adjoining ground grade. Nameplates shall conform in appearance to the exterior of the Dwelling; if no Dwelling has been erected, natural materials and unobtrusive colors shall be used. One hospitality light standard, of a design approved by the Developer, may be located in the front yard. No television or radio antenna or tower, other structure which interrupts views, or laundry drying equipment shall be erected or used outdoors, whether attached to a Dwelling or Structure or otherwise, unless expressly approved by the Architectural Review Committee.

Flagpoles shall be permitted, provided the pole is not more than 25 feet in height, unless otherwise approved.

11. Signs. No signs shall be displayed on any Lot except as provided in this section. During construction, a sign not exceeding 10 square feet in size and setting forth the name of the architect and contractor may be displayed on the Lot. The sign shall be removed upon the completion of the construction.

"For Sale" signs, signs on Lots on which there is constructed or to be constructed a model or "spec" home authorized by the Developer, and signs for "Parade of Homes" or other similar types of home shows shall be displayed only with the permission, and under the supervision, of the Architectural Review Committee.

ARTICLE III.

ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Purposes of Architectural Review Committee. The administration of the within restrictions, the authority to grant approvals hereunder, and the discretionary powers granted in this Declaration shall be vested in an Architectural Review Committee.
2. Composition and Election of the Committee. So long as the Developer shall own any Lots in the Properties, the authority and functions of the Architectural Control Committee shall be lodged in and exercised solely by the Developer and the Developer's engineer, Ronald Cunzenheim. When the Developer no longer owns any Lots, the Developer shall promptly select five members of the Association as a Nominating Committee, which Nominating Committee shall nominate between three and six individuals who need not be Members of the Association for election to serve on the Architectural Review Committee. The Architectural Review Committee, consisting of three members, shall thereupon be elected from such group by a majority vote of the members of the Association. Members of such elected Architectural Review Committee shall serve for three (3) years or until their successors have been duly elected. The elected members of the Architectural Review Committee shall not be entitled to any compensation.
3. Powers and Functions of the Committee. The Architectural Review Committee's consent, approval or disapproval as provided herein shall be in writing. Decisions made and actions taken by the Committee shall be by majority vote of the members thereof.

In order to maintain harmony in appearance and for the protection of the Owners of the Lots in the development, no Dwelling, Dwelling Accessory

Building or Structure, no building of any type, no fence, mailbox, patio, exterior lighting fixture, sign, or wall (including hedges and mass planting), no landscaping, no swimming pool (above or below ground), tennis courts or other recreational facilities, nor any other structure, main or accessory, shall be erected, placed, constructed or maintained upon any Lot nor shall any change or alteration be made thereon, nor shall any construction be commenced on any Lot unless complete plans and specifications therefor, and a detailed site plan, have been submitted to and approved in writing by the Architectural Review Committee at least thirty (30) days prior to the commencement of construction. Dwelling plans shall be at a scale of 1/4" = 1'-0" and include floor plans as well as elevation drawings of all exterior sides. Elevation shall indicate the relationship of the Dwelling to existing and proposed grades. A complete description of all exterior surfaces, specifying material, texture, and colors shall be indicated on the drawings. Samples of exterior materials and colors shall be submitted if so requested by the Architectural Review Committee. A recap of the total number of square feet of living area floor space shall be shown and any other structures outside the Dwelling (including fences, screens and walls), shall be depicted on the drawings and described in detail. The required detailed site plan shall be on a scale of 1" = 20'-0" and shall be fully dimensioned showing the position of all proposed structures, location of structures on adjacent lots, location of easements, the proposed location of driveway and parking

areas, existing major trees, proposed landscaping, septic field and finished floor elevation of the Dwelling.

Plans or material samples shall be delivered or mailed to the Committee. A check payable to "Architectural Review Committee" for the review fee shall be submitted with the plans. The review fee for the year 2004 shall be \$100.00. Such fee may thereafter be increased by the Board of Directors. The Committee shall have a period of 30 days in which to review and take action on plans, such period will commence when the Committee has received plans and the review fee. In the event an Owner's plans have been considered and approved, a written confirmation of approval, two complete sets of plans with stamped approvals, and a building permit card shall be returned to the Owner. Said permit card shall be affixed to the building structure or placed conspicuously on the Lot during the entire construction period and otherwise displayed in the same manner as the building permit from the local authorities.

The Committee shall refuse to approve any such plan if one or more of the following conditions are present:

- a) The plans or specifications are themselves inadequate or incomplete;
- b) The plans or specifications on their face show violations of specific covenants or restrictions contained in this Declaration or any Supplementary Declaration of Covenants and Restrictions (e.g., violations of land use, lot size, number of buildings, dwelling size, setbacks, rear and side yard restrictions);
- c) The design of a Dwelling, Dwelling Accessory Building or other Structure is not in harmony with the general surroundings or with adjacent buildings;
- d) The materials of a Dwelling, Dwelling Accessory Building or other Structure are not acceptable;
- e) The color of the exterior of a Dwelling, Dwelling Accessory Building or other Structure is not acceptable;
- f) The external appearance of a Dwelling Accessory Building or other Structure does not conform to that of the Dwelling situated on the same Lot;
- g) The proposed division of a Lot or the proposed type, size, shape or location of the Dwelling, Dwelling Accessory Building, other Structure or other improvement requires excessive destruction of trees or modification of the topography of the Lot, including interference with the natural pattern of surface drainage;
- h) The proposed division, building or improvement is, in the reasoned opinion of the Committee, contrary to the interests of the development as a whole or any part thereof.

In the event the Committee rejects in whole or in part the Owner's initial submission, the Owner shall have the right to submit two additional submissions for review. Each additional submission shall conform with the requirements for the initial submission set forth above. A review fee shall be submitted with the initial submission and with each additional submission. In the event the third and final submission is not approved in whole or part by the Committee, the controversy arising out of the third submission shall be submitted to binding arbitration pursuant to the arbitration provisions of Chapter 298 of the Wisconsin Statutes. The arbitration shall be conducted by a panel of three architects registered in the State of Wisconsin; one shall be selected by the Owner, one shall be selected by the Committee, and the two so selected shall select the third.

A designee of the Architectural Review Committee shall inspect construction at various stages to determine that it is in accordance with approved plans. Any variance from approved plans which may

affect approvals shall be reported to the Owner for correction. If during construction exterior adjustments or alterations are needed, such adjustments or alterations must be submitted to the Architectural Review Committee for approval. All construction approved and undertaken must be completed within 14 months from the commencement of construction.

4. Liability of the Committee. Neither the Architectural Review Committee nor any agent thereof, nor the Developer, nor the Developer's engineer, nor the Association, nor any agents thereof, shall be responsible in any way for any defects in any plans, specifications, drainage plans, or other supporting materials submitted to it, nor for any defects in any work done pursuant thereto.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. The Developer, every person or entity who is a record owner of a fee, or undivided fee, interest and every person or entity who has an interest as a land contract vendee in any Lot located in the Properties, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. The corporation shall have two classes of voting membership:
 - a) Class A: Class A Members shall be all Owners with the exception of the Developer. Each Class A Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.
 - b) Class B: The Class B Member shall be the Developer and it shall be entitled to three votes for each Lot in which it holds an interest; provided, however, that notwithstanding the foregoing provision for voting, the Developer shall have at least fifty-four (54) votes until all of the Lots are sold by the Developer.
2. Members who are delinquent in the payment to the Association of the annual assessments and special assessments charged to or levied against their Lot or Lots shall not be entitled to vote until all such annual assessments and special assessments together with such reasonable penalties which the Board of Directors may impose have been paid.
3. Rights of Members. Each Member of the Association and the family members of said Member shall be entitled to use any Common Properties or any other land owned by the Association designated as open space or common facilities located thereon for the purposes intended, subject to the payment of such annual and special assessments as may be levied by the Association and subject to compliance with such regulations as the Board of Directors may establish from time to time. Members shall be eligible to serve on various committees established pursuant to the By-Laws in carrying out the purposes of the Association.
4. Board of Directors, Officers and Powers of the Association. The election of initial and subsequent directors and officers and the duties and powers of the Board of Directors and officers of the Association other than those set forth in this Declaration shall be governed by the Articles of Incorporation and By-Laws of the Woodland Estates Community Association, Inc.

ARTICLE V.

MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner, other than the Developer, by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the

Association: (1) general assessments; (2) special assessments for services; and (3) special assessments for capital improvements; such assessments to be fixed and collected from time to time as hereinafter provided. The general and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. General or special assessments shall also be levied for maintenance and/or repair of the storm water retention pond, which shall be the equal responsibility of all Members.

2. Duties of the Board. The Board of Directors shall, in advance of the annual meeting of the Members, prepare a budget of the expenditures which the Association proposes to make for the ensuing year. Such budget shall include the expenses of maintaining the necessary organization of the Association including but not limited to salaries to officers, if any, fees paid for auditing the books of the Association, fees for necessary professional services, including legal services, and the cost of maintenance of the Common Properties and any other properties controlled by the Association. Said costs shall include, but not be limited to, payment of taxes, insurance, repair, replacement, and additions to the improvements made upon said Association controlled properties and the cost of labor, equipment, materials, management and supervision thereof.
3. General Assessments. Based upon the budget above prepared, the Board of Directors shall levy an annual general assessment uniformly against each Lot. However, the Board of Directors shall not levy a general assessment against Lots owned by the Developer at any time after the Developer sells, conveys or otherwise; transfers more than twenty-five percent (25%) of all of the Lots. If any Owner owns two or more Lots, each Lot shall be separately assessed.
4. Special Assessments. The Board of Directors shall have the authority to levy a special assessment for the purpose of defraying in whole or in part costs of any construction, reconstruction or replacement of any capital improvements upon the Common Properties, or for any other reason, uniformly against each Lot owned by persons or entities other than the Developer, its successors or assigns.

The Board of Directors shall declare the annual and special assessments levied due and payable at any time after thirty (30) days from the day of such levy and the Secretary or other officer shall notify the Owner of each Lot so assessed of the action taken by the Board, the amount of the assessment for each Lot owned by him, and the date such assessment becomes due and payable. Such notice shall be mailed to him at his last known post office address by the Secretary by United States mail with postage prepaid.

5. Effect of Nonpayment of Assessments. In the event the assessment levied against the Lot remains unpaid for a period of thirty (30) days following due date, that assessment shall become delinquent, shall bear interest at the then highest rate permitted by law from the due date thereof to the date of payment of both principal and interest and shall become a lien on the property which shall bind such property in the hands of the then Owner, his heirs, successors or assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. It shall be the duty of the Board of Directors to bring suits to enforce such liens before the expiration thereof. The Board of Directors may, in its discretion, file certificates of nonpayment of assessments in the office of the Register of Deeds of Fond du Lac County whenever such assessments are delinquent. For each certificate so filed, the Board of Directors shall be entitled to collect from the Owner or Owners of the real Property described therein an additional fee of \$20 and reasonable attorney fees, which fees are hereby declared to be in addition to the lien upon the real estate so described in such certificate.

Such fees shall be collectible in the same manner as the original assessment provided for herein in addition to the interest and principal due thereon. The Association shall furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether said assessments

have been paid. Such certificates shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

ARTICLE VI.

GENERAL PROVISIONS

Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit, be enforceable by the Association, any Owner, their respective heirs, successors and assigns for a term of 45 years from the record day of this Declaration. After the expiration of said 45 year term, the covenants and restrictions contained in this Declaration shall automatically be extended for successive periods of 15 years, unless an instrument signed by two-thirds of the membership of the Association has been recorded, agreeing to terminate said covenants and restrictions. However, no such agreement to terminate shall be effective unless made and recorded three years in advance of the effective date of such termination and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action.

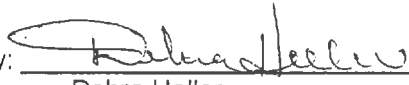
Enforcement. Enforcement of the covenants and restrictions of this Declaration against any person violating or attempting to violate any such covenant or restriction shall be by any proceeding at law or in equity to restrain violation or to recover damages and against the land to enforce any lien created by this Declaration, or in the case of the municipalities invested with the enforcement powers, also by denial of improvement permits. Failure by the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

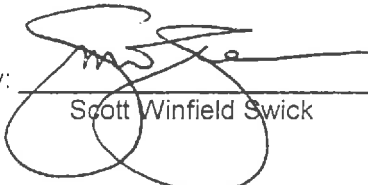
Severability. Invalidation of any one of these covenants or restrictions shall in no way affect any other provision or provisions which shall remain in full force and effect.

Amendment. These Declarations shall be amended at any time by the written consent of the Members of the Association who own, legally or beneficially, two-thirds of the Lots. The agreement or agreements to amend shall be duly executed and acknowledged by such Members and recorded in the office of the Register of Deeds of Fond du Lac County, Fond du Lac, Wisconsin.

SID INVESTMENTS,
a partnership

By:  _____ (SEAL)
Irving Koren

By:  _____ (SEAL)
Debra Heller

By:  _____ (SEAL)
Scott Winfield Swick

This instrument drafted by: Attorney Martin J. De Vries, Fond du Lac, Wisconsin.

STATE OF WISCONSIN)
) ss.
COUNTY FOND DU LAC)

Personally came before me this 28th day of December, 2004 the above named Irving Koren, co-partner of SID Investments, a partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Dyan L. Mahy

Notary Public, Fond du Lac, Wisconsin

My commission expires 6/15/08



STATE OF WISCONSIN)
) ss.
COUNTY FOND DU LAC)

Personally came before me this 7th day of ^{month} ~~December~~, 2004 the above named Debra Heller, co-partner, and Scott Winfield Swick, co-partner of SID Investments, a partnership, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jessica J. Guffrey

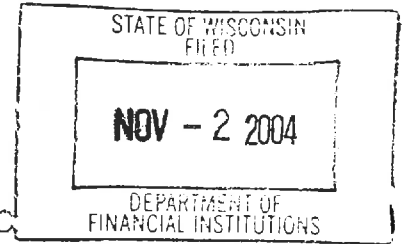
Notary Public, State of, Wisconsin

My commission expires is permanent

DEPARTMENT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

2004 OCT 27 AM 9:24

ARTICLES OF INCORPORATION
OF
WOODLAND ESTATES COMMUNITY ASSOCIATION, INC.



Executed by the undersigned for the purposes of forming a Wisconsin non-stock non-profit corporation under Chapter 181 of the Wisconsin Statutes:

ARTICLE I.

The name of the corporation is WOODLAND ESTATES COMMUNITY ASSOCIATION, INC.

ARTICLE II.

The period of existence shall be perpetual.

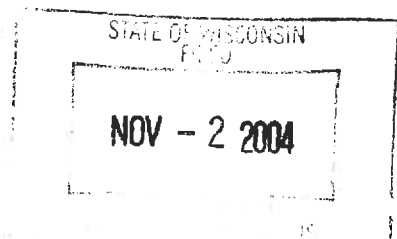
ARTICLE III.

The purposes of the corporation shall be:

a) To acquire, establish, own, maintain, improve, police, or preserve such properties in which the members of the corporation shall have common rights of usage and enjoyment, including, without limitation because of specific enumeration, private (not public) parks, plazas, roads, paths, open spaces, planting areas, highways, and such common facilities as the members of the corporation deem desirable and/or necessary.

b) To do whatever is necessary, proper, or convenient to enforce, carry out, and fulfill the general intent of the Declaration of Conditions, Covenants, Restrictions and Easements for Woodland Estates Development ("Declaration") recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin, and to make such rules and regulations and do and perform such acts as may be necessary or incidental to the health, comfort, safety or general welfare of the persons residing in Woodland Estates Development.

c) To take any and all actions which may be necessary, proper or convenient for the carrying out of the aforesaid purposes of said corporation and/or any other lawful purposes for which a non-stock non-profit corporation may be organized under the provisions of Chapter 181 of the Wisconsin Statutes.



WI - DEL CORP
FILE ID# →

W047281

ARTICLE IV.

The mailing address of the principal office shall be P.O. Box 300, W3926 U.S. Highway 45, Eden, Wisconsin 53019.

ARTICLE V.

The name and address of the initial registered agent is Irving Koren, P.O. Box 300, W3926 U.S. Highway 45, Eden, Wisconsin 53019.

ARTICLE VI.

The number of Directors may be fixed by the By-Laws but shall not be less than three (3). The manner in which Directors shall be elected or appointed shall be provided and governed by the By-Laws.

ARTICLE VII.

The number of Directors constituting the initial Board of Directors shall be three (3).

ARTICLE VIII.

The names and addresses of the initial Directors are:

Irving Koren
P.O. Box 300
W3926 U.S. Highway 45
Eden, Wisconsin 53019

Scott Winfield Swick
369 North Pioneer Road
Fond du Lac, Wisconsin 54935

Debra Heller
21 North Portland Street
Fond du Lac, Wisconsin 54935

ARTICLE IX.

The Developer, Woodland Estates Development and every person or entity who is a record owner of a fee, or undivided fee, interest and every person or entity who has an interest as a contract purchaser in any Lot located in Woodland Estates and subject to the Declaration shall be members of the corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the

performance of an obligation. The corporation shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer, Woodland Estates Development, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

a) Class B. The Class B member shall be the Developer, its successors and assigns, and it shall be entitled to three votes for each lot in which it holds an interest; provided, however, that notwithstanding the foregoing provision for voting, the Developer shall have at least fifty-four (54) votes until all of the lots in Woodland Estates are sold by the Developer.

ARTICLE X.

Additions to the existing property of Woodland Estates Development in accordance with Article 1, Section 2 of the Declaration shall extend the jurisdiction, functions, duties, and membership of this Corporation to such additional property.

ARTICLE XI.

The corporation may be dissolved with the assent of two-thirds of the membership eligible to vote. Upon dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies or organizations having among its purposes those substantially similar to those of the corporation, as the members of the corporation or its successors or assigns, after dissolution, shall elect.

No such disposition of corporation properties shall be effective to divest or diminish any right or title of any member vested in him under the Declaration and deeds applicable to the corporation properties unless made in accordance with the provisions of such Declaration and deeds.

ARTICLE XII.

The name and address of the incorporator is Irving Koren, P.O. Box 300, W3926 U.S. Highway 45, Eden, Wisconsin 53019.

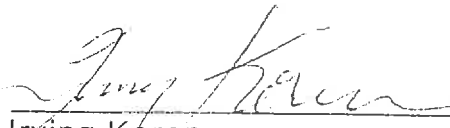
ARTICLE XIII.

The Board of Directors shall adopt the initial By-Laws. The By-Laws may be amended thereafter by a vote of two-thirds of all votes eligible to be cast by the members of the corporation.

ARTICLE XIV.


The Articles of Incorporation may be amended by a vote of two-thirds of all votes eligible to be cast by the members, provided that no amendment shall be effective to impair or dilute any rights of members that are governed by the Declaration applicable to the corporation properties which are part of the property interests created thereby.

IN WITNESS WHEREOF, the undersigned has hereto set his hand this 21st day of October, 2004.



Irving Koren

Personally came before me this 21st day of October, 2004, the above-named Irving Koren to me known to be the person who executed the foregoing Articles of Incorporation and acknowledged the same.



Joan King, Notary Public
Fond du Lac County, Wisconsin
My Commission Expires 6/5/05.

This instrument drafted by: Attorney Martin J. De Vries
201 South Marr Street
Fond du Lac, Wisconsin.