

DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT N7625 Royal and
Ancient Drive IN THE _____
(CITY) (VILLAGE) (TOWN) OF Rhine, COUNTY OF
Sheboygan STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF March (MONTH) 10 (DAY), 2024 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. STRUCTURAL AND MECHANICAL

- | | YES | NO | N/A |
|---|-------------------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of defects in the roof?
Roof defects may include items such as leakage or significant problems with gutters or eaves. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. Are you aware of defects in the electrical system?
Electrical defects may include items such as <i>defects in solar panels and systems</i> , electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)?
Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)?
Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property?
Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B6. Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws?
NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?
Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B8. Are you aware of defects in any structure on the property?
Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B9. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?
Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B10. Are you aware of rented items located on the property such as a water softener or other water conditioner system or <i>water treatment system</i> , or other items affixed to or closely associated with the property?
<i>Such items may include reverse osmosis systems, iron filters, or other filters.</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B11. Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B12. Explanation of "yes" responses <i>BA) Refrigerator water dispenser and ice maker not working</i> | | | |

C. ENVIRONMENTAL

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of the presence of unsafe levels of mold? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property? NOTE: Specific | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.

	YES	NO	N/A
C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations, <i>including infestations impacting trees?</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C8. Explanation of "yes" responses _____			

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

	YES	NO	N/A
D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of a joint well serving the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D3. Are you aware of a defect related to a joint well serving the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D4. Are you aware that a septic system or other private sanitary disposal system serves the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D6. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D9. Are you aware of defects in an "LP" tank on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D10. Explanation of "yes" responses <u>D4). Private septic has been inspected and pumped every three years per state regulations (2022).</u>			

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. Are you aware that remodeling was done that may increase the property's assessed value?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware of pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E8. Explanation of "yes" responses _____			

F. LAND USE

	YES	NO	N/A
F1. Are you aware of the property being part of or subject to a subdivision homeowners' association, or other homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F7. Are you aware of restrictive covenants or deed restrictions on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F8. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F8a. Are you aware of any private road agreements or shared driveway agreements relating to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

YES NO N/A

- c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))
- F11. Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land.
Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information.
- F12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?
- F13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)
- F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.
- F15. Are you aware there is not legal access to the property?
- F16. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.
- F17. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <http://dnr.wi.gov/topic/waterways> for more information.
- F18. Are you aware of a written agreement affecting riparian rights related to the property?
- F19. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?
Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.
- F20. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).
- F21. Explanation of "yes" responses F11. Highlands at Quif Qui Oc subdivision covenants are attached.

G. ADDITIONAL INFORMATION

YES NO N/A

- G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years?
- G2. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?
- G2a. Does the property currently have internet service?
If so, who is your provider? Spectrum
- G2b. Does the property have an electric vehicle charging system and station or installed wiring for a future system or station?
Is the system or station affixed to the property?
- G2c. Does the property have accessibility features? If so, attach an Accessibility Features Report (see <https://www.wra.org/Disabilities/>).
- G3. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?
- G3a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?

YES NO N/A

G4. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.

G5. Are you aware of other defects affecting the property? Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition.

G6. The owner has owned the property for 28+ years.

G7. The owner has lived in the property for 28+ years.

G8. Explanation of "yes" responses (G2a): Internet with Spectrum (G2b): Garage has 50kW EV charging circuit installed. Tesla charger will not stay with the house. (G4): Lower casement window left of fireplace is caulked shut due to warpage. Some areas of condensation damage to windows in main bedroom, main bath, guest bedroom, and upper bath skylight. Slight water damage to ceiling in lower kitchen due to refrigerator water line leak 10+ years ago. Oak tree recently died in backyard.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner [Signature] Date 3/10/2024
Owner Patricia Hayes Date 3/10/2024
Owner _____ Date _____
Owner _____ Date _____
Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
Person _____ Items _____ Date _____
Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
Prospective buyer _____ Date _____
Prospective buyer _____ Date _____
Prospective buyer _____ Date _____
Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.



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RECORDED SHEBOYGAN COUNTY, WI

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93 AUG 13 P4:37

DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
HIGHLANDS AT QUIT-QUI-OC SUBDIVISION

This Declaration of covenants and restrictions made this 13th day of August, 1993, by Quit-Qui-Oc Golf Club, Inc. (hereinafter the "Developer") and John R. Wiese (hereinafter "Wiese").

WHEREAS, the Developer and Wiese are together the owner of real property located in Sheboygan County, Wisconsin, described on Exhibit "A" attached hereto (the "Property");

WHEREAS, the Property is a platted subdivision consisting of 33 lots and 1 outlot;

WHEREAS, the Developer and Wiese desire to preserve the Property for purely residential development, to provide for the preservation and enhancement of the property values, amenities, environment and opportunities in the lots of the Property (hereinafter "Property Lots"), and to prevent the erection of poorly designed and/or constructed improvements; and

WHEREAS, the Developer is the owner and operator of a golf course now known as Quit-Qui-Oc Golf Club (hereinafter the "Golf Course"), which is, or may in the future be, adjacent to the Property.

001EH1418 0006 JF \$28.00
001EH1418 0006 LR \$2.00
001EH1418 0006 CD LPH \$4.00

NOW, THEREFORE, to accomplish its above-described desires and intentions, the Developer and Wiese place the following covenants and restrictions upon the Property.

ARTICLE I
ARCHITECTURAL AND AESTHETIC CONTROL

1.1 Architectural and Aesthetic Control Committee. The administration of these covenants and restrictions, the authority to grant approvals hereunder and the discretionary powers granted in this Declaration shall be vested in the Architectural and Aesthetic Control Committee (hereinafter the "Committee").

1.2 Committee Purpose. The Committee shall have the authority to enforce the terms and provisions of this Declaration and to regulate the design, appearance, use, location and maintain harmonious relationship among structures and the natural vegetation and topography.

1.3 Committee Composition. The Committee shall be composed of three (3) adult members, who shall hold office for a term of three years or until their successors are appointed. The members of the Committee shall be appointed by the Developer. If the Developer is dissolved or if the Developer fails to make an appointment within sixty (60) days after written

notice of a vacancy, appointments shall be made by majority vote of the owners of the Property Lots (hereinafter "Lot Owners").

1.4 Committee Approval

- (a) No building, structure or improvement, shall be erected, placed or altered (pertaining to external alterations or additions) until the complete plans, including elevations, specifications, and a site plan therefor have been approved by the Committee. In seeking Committee approval, no less than two sets of any complete plans, specifications or site plan shall be submitted. After the plans have been approved, all material changes shall be submitted to the Committee for its approval prior to commencement of construction. The Committee's approval or disapproval shall be based upon consideration of the quality of materials and harmony of external design with the site and existing structures, and compliance with the provisions of this Declaration.
- (b) At the time the site plan is submitted, the Committee shall collect from the Lot Owner a fee sufficient to cover the expense of reviewing plans and related data and to compensate any professionals deemed necessary by the Committee. Initially, the fee collected from the Lot Owner shall be \$150.00. The Committee shall have the right to increase this fee from time to time to reflect the actual cost of reviewing plans and related data. The Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable in terms of quality of materials, harmony of external design with the site and existing structures, and compliance with the provisions of this Declaration and may require a payment and performance bond as provided in paragraph 2.20. Any other criteria used to evaluate the plans and specifications shall be determined by the Committee's reasonable discretion.
- (c) In the event the Committee shall determine that the approved plans and specifications are not being complied with, then the Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications, all at the sole cost and expense of the Lot Owner. In the event the Committee fails to approve or disapprove in writing any proposed plans and specifications within sixty (60) days after such plans and specifications have been submitted, such plans and specifications will be deemed to have been expressly approved. Upon approval of plans and specifications, no further approval under this Article I shall be required with respect thereto, unless such construction has not substantially commenced (e.g. clearing and grading, pouring of footings, etc.) within six (6) months of the approval of such plans and specifications or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Committee upon any ground which is

consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

- (d) To preserve the aesthetic appearance of the Property and the Golf Course, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Lot Owner other than Developer, unless and until the plans therefor have been submitted to and approved in writing by the Committee.

1.5 Waiver Authority. The Committee shall have authority by a two-thirds majority agreement of the Committee members and Lot Owners, with the Lot Owners to have one vote for each Property Lot and each Committee member to have four votes, to waive in whole or in part the restrictions set forth in paragraph 2.1, paragraph 2.2, paragraph 2.4, paragraph 2.5, paragraph 2.7, paragraph 2.9, paragraph 2.15, and paragraph 2.16 upon the written petition of any Lot Owner and after giving all other Lot Owners fourteen (14) days advance written notice of the meeting of the Committee to consider such petition.

1.6 Committee Meetings.

- (a) Any meeting of the Committee pertaining to a petition under Paragraph 1.5 above shall be held at a place accessible to all interested Lot Owners. The written notice required in Paragraph 1.5 above shall indicate the location and time of the meeting.
- (b) Except where otherwise provided in this Declaration, majority vote shall be sufficient at any meeting to approve or disapprove of any matter before the Committee.

**ARTICLE II
PROPERTY LOT RESTRICTIONS**

2.1 Use.

- (a) All Property Lots shall be used for residential purposes only, and no Property Lot shall be occupied by more than one single family dwelling unit and an attached private garage for residential purpose use. In addition, buildings, structures, and improvements compatible with residential use (e.g. a gazebo, greenhouse, and playhouse--hereinafter "Accessory Buildings"--sidewalks, a driveway, mailbox, deck, patio, courtyard, inground swimming pool, tennis court) may be constructed or placed on a Property Lot, provided approval of the Committee has also been granted for the structure or improvement prior to its construction or placement on the Property Lot. The Committee shall have final authority to determine that any

structure is not compatible with single family residential use or the purposes and provisions of this Declaration.

- (b) No commercial, retail, wholesale, professional or business activity shall be conducted or carried on from any Property Lot or in any structure in Property Lots. The use of a portion of a Dwelling as an office by a Lot Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. The leasing of the entire Property Lot for residential purposes for at least a one-month period of time shall not be a violation of this restriction.
- (c) No mobile home, trailer, camper, basement, tent, shack, garage or any other type of permanent or temporary out-building shall be at any time used as a residence, either temporary or permanent.

2.2 Building Location. No dwelling, garage, recreational construction (e.g. inground pool or tennis court), structure or other improvement, except a driveway, sidewalks and natural improvements (e.g. trees), shall be built or located within the setbacks for the Property Lots as set forth in Exhibit "B".

Except for the driveway, all buildings, recreational constructions, structures, and improvements, shall, to the extent feasible, be located behind the dwelling.

The area upon which no dwelling, garage or structure shall be built shall be known as the setback area. To assure that dwellings and other structures will be located so that the maximum view and privacy will be available to each dwelling, all dwellings and other structures shall be located with regard to the topography of each lot. The Committee by unanimous decision may alter the defined setback area if consistent with the basic principles of good site inter-relationship.

2.3 Restriction on Further Subdivisions. Because the Developer believes the plated size of the lots is essential to maintaining the aesthetic qualities of the Property, no Property Lot shall be further subdivided so as to form additional building lots within the Property. Two or more adjoining Property Lots or a whole Property Lot and portion of an adjoining Property Lot may be consolidated as one Property Lot.

2.4 Dwelling Size. No dwelling shall be built or moved onto any Property Lot unless the dwelling has a ground floor living area of at least 1,800 square feet in a one-story, split-level or bi-level structure, or at least 2,000 square feet in a two-story structure. The square footage referred to herein is exclusive of garages, breezeways, open porches or covered patios. The Committee shall have sole discretion to determine which dwelling size requirement applies to a proposed dwelling and whether those requirements have been met.

2.5 Accessory Buildings. No more than two (2) Accessory Buildings will be allowed per Property Lot. Design, construction and placement of such Accessory Buildings must be approved.

by the Committee. No Accessory Buildings may be constructed until the residential dwelling is constructed on the Property Lot.

2.6 Storage. No recreational vehicle, bus, trailer, camper, motor home, tractor, truck (other than pick-up trucks), boat, fish shanty, snowmobile, snowplow, snowblower, unlicensed or inoperable vehicle, lawn mower, or untidy material (except during construction of a residence) shall be stored, kept or maintained on any Property Lot other than in the residential dwelling, garage or Accessory Building.

2.7 Fences or Windbreaks. No fence, wall, windbreak, hedge or other barrier shall be built or maintained on any part of any Property Lot unless it is a structural part of a dwelling or garage, around an inground swimming pool, or approved by the Committee. Chain-link fences shall be specifically prohibited.

2.8 Signs. No sign of any kind shall be erected or maintained upon the roadway fronting on any Property Lot or upon any Property Lot within the Property, other than a sign no larger than 600 square inches either identifying the residential inhabitants of the dwelling on each lot or advertising the Property Lot for sale during such time as the Property Lot and dwelling are actually for sale. This restriction shall not apply to the Developer until such time as it has divested itself of ownership of the Property Lots.

2.9 Tree Planting and Removal. Developer encourages the planting and growth of trees. No tree with a trunk in excess of six (6) inches in diameter or a height in excess of three (3) feet shall be removed by any Lot Owner without prior approval of the Committee, unless the tree is dead, diseased, or damaged by storm to a degree that the tree cannot recover, and provided the Lot Owner replaces the tree with a new tree of a similar type with a height of at least six feet. Each Lot Owner agrees to plant ten new deciduous trees with a height of at least six feet in the front setback area at the first available opportunity following construction of a dwelling on the Property Lot.

2.10 Mobile Homes. Mobile homes, whether temporary or permanent and regardless of appurtenances constructed or attached thereto, shall not be permitted on any Property Lot. The Committee shall make the final determination whether a structure is a mobile home and such decision shall be based upon an understanding that a structure that at any time was a mobile home shall at all subsequent times be considered a mobile home.

2.11 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Property, nor shall any nuisance, noises, or odors be permitted to exist or operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Property Lot, and each Lot Owner, his family, guests, invitees, servants, tenants and agents shall refrain from any act or use of a Property Lot which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other

portions of the Property or which could result in a cancellation of any insurance for any portion of the Property, or which would be in violation of any law or governmental code or regulation or a violation of this Declaration. Motorized off-the-road vehicles, including snowmobiles, go-carts and all-terrain vehicles, shall not be operated on any portion of the Property at any time. Refuse, garbage and trash shall at all times be kept in a covered container, which container shall be kept within an enclosed structure. No lumber, shrub or tree clippings or plant waste, metals, bulk materials, scrap, refuse, trash, of any kind shall be kept, stored or allowed to accumulate on any Property Lot; except that natural yard waste may be kept on a compost pile which is not visible from the roadway or the Golf Course. If any Lot Owner, or his family, guests, invitees, servants, tenants, or agents, dumps or places any trash or debris upon any portion of the Property, the Lot Owner shall be liable to the Committee for the actual costs of removal thereof. Due to the proximity of the Property to the Golf Course, no activities relating to the use of the Golf Course shall be deemed to be a nuisance.

2.12 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Lot Owner upon any portion of the Property Lots, provided that a reasonable number of generally recognized house pets may be kept, subject to reasonable rules and regulations adopted by the Committee, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No pet shall be permitted to leave its excrement on any other Property Lot or on the Golf Course, and the Lot Owner of such pet shall immediately remove any such excrement. Upon the written request of any Lot Owner, the Committee may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Paragraph 2.12, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Committee shall have the right to require the owner of a particular pet to remove such pet from the Property if such pet is found to be a nuisance or to be in violation of these restrictions. A Lot Owner shall be liable to the Developer for the cost of repair of any damage to the Golf Course caused by the pet of such Lot Owner or of an occupant of such Lot Owner's Lot or Dwelling.

2.13 Lights. Each Lot Owner may place a coachlight between the dwelling and the roadway. All exterior lights must be approved by the Committee. All exterior lights, including the coachlight, shall be soft and diffused lighting. No security lights or street-type lights shall be permitted on the Property Lots.

2.14 Firearms and Hunting. No one may hunt, trap or use firearms of any kind, on the Property. Each Lot Owner shall use his best efforts to enforce this prohibition.

2.15 Grass. Grass and ground cover shall be planted at the first opportunity in accordance with the landscape plan which has been approved as provided in Paragraph 1.4(d). Grass on the Property Lot shall be maintained so that it is not more than four inches high.

2.16 Swimming Pools. Only inground swimming pools are permitted on the Property and only with the approval of the Committee.

2.17 Incinerator. Outside incinerators are not permitted on any lot without the approval of the Committee. No open fires shall be lighted or permitted on any Property Lot, except in a contained and attended barbecue unit or permanent fireplace.

2.18 Underground Utilities Service. All utility service, including but not limited to electric, gas, telephone and propane tanks, shall be underground. Satellite dishes, ham radio and TV/FM antennas, and other facilities for the reception of audio or visual signals, or similar uses, unless in an enclosed structure, may be erected or mounted only after receipt of written permission from the Committee. Permission shall only be granted after the Lot Owner submits a written request indicating the size and design of the facility, and permission, if granted, shall only relate to the specific facility requested.

2.19 Off-Street Parking. No dwelling shall be built on any lot without provision for off-street parking for a minimum of two (2) cars, exclusive of garage parking.

2.20 Construction Timing. Residential dwelling construction must be completed within twelve (12) months of the issuance of a building permit. The Committee, in its sole discretion, may require a contractor of a residential dwelling to post a payment and performance bond.

2.21 Drainage. To avoid a substantial increase in surface water drainage onto adjoining Property Lots, a landscaping plan shall be developed by the Lot Owner to provide for drainage of storm and surface water away from adjoining lots if natural drainage on the Property Lot is to be or has been altered by grading or landscaping by the Lot Owner.

2.22 Erosion Control. During any construction and earth moving activities, erosion control practices shall be maintained. Each Lot Owner shall comply with soil and erosion control plan ordinances.

ARTICLE III GENERAL PROVISIONS

3.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any parties holding under them for a period of forty (40) years from the date this Declaration is recorded, and thereafter for successive periods of ten years unless at least one year prior to the expiration of any such ten-year period of extended duration, this Declaration is terminated by a recorded instrument, directing termination, signed by a majority of the Lot Owners.

3.2 Enforcement. The Developer, Committee members, or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by this Declaration. Such action may be either to restrain violation or to recover damages. As to many of the restrictions, it would be impossible to measure the monetary loss suffered by violation so that equitable or injunctive relief may be the only remedy. In the event a Lot Owner shall have breached the covenants or restrictions contained in paragraph 2.11

or 2.20 and the breach shall have continued for 15 days, then 30 days after prior written notice and the Lot Owner's failure to cure, the Committee, in addition to all other remedies provided by law or in this Declaration, may, at its election, take such action as is necessary, and as was indicated in the notice, to remedy the breach, and the Lot Owner shall immediately upon demand pay to the Committee the costs of remedying the breach, including actual attorneys' fees, together with interest at the prime rate charged by First Wisconsin - Sheboygan plus two (2%) percent from the date of the notice.

3.3 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, in whole or in part, then the parties shall be relieved of all obligations arising under such provision, but only to the extent it is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if such is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

3.4 Amendment. This Declaration may be amended at any time by a written instrument, executed so as to be recordable by the Lot Owners of not less than 100 percent of the Property Lots subject to this Declaration.

3.5 Acceptance and Cost of Enforcement. Each Lot Owner, by accepting an interest in any Property Lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations and restrictions contained herein, and in the event of a breach agrees to pay all costs, including reasonable attorney fees, for the enforcement of these covenants and restrictions.

3.6 Notice. Wherever under this Declaration one party is required or permitted to give notice to another, such notice shall be deemed given when delivered in hand or when mailed by first class United States mail, postage prepaid, and addressed to the addressee at his notice address. The notice address for Lot Owners shall be the one given to the Committee and, if no address has been given to the Committee, the notice address will be at the street address of the Lot.

3.7 No Waiver. No consent or waiver, expressed or implied, by the Committee or the Developer to or of any breach of any covenant, condition or duty of Lot Owner, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty of Lot Owner, unless in writing signed by the Committee or the Developer.

3.8 Limitation of Liability. No approval of plans shall be construed, by implication or otherwise, as a representation that the plans, specifications, or standards will result in properly designed improvements. All Lot Owners agree to hold Wiese, the Developer and the Committee members harmless from any possible liability stemming from or relating to the approval of plans, or from any action or failure to act with respect to any matter referred to in this Declaration, unless such action or failure to act was arbitrary, capricious and malicious. All Lot Owners hereby release Wiese, the Developer and the Committee members from any liability for any loss

or damage of any kind or for any injury to or death of persons or damage to property of Lot Owner or any other person from any cause whatsoever by reason of the construction, use, occupancy or enjoyment of the Property Lot or any buildings, structures, or improvements on the Property Lot. Lot Owner agrees to, and hereby does, defend, indemnify and save harmless Wiese, the Developer and the Committee members from all claims, actions, demands, damages, costs and expenses and liability whatsoever, including reasonable attorneys' fees, on account of any such real or claimed loss or damage or liability, and from all claims and demands occurring in, or at the Property Lot, or arising out of the construction, use, occupancy or enjoyment of the Property Lot or any buildings, structures or improvements on the Property Lot.

IN WITNESS WHEREOF, Quit-Qui-Oc Golf Club, Inc. and John R. Wiese have executed this Declaration as of the day and date above set forth.

QUIT-QUI-OC GOLF CLUB, INC.

By Thomas E. Wiese
Thomas E. Wiese, President

By Lynn D. Wiese
Lynn D. Wiese, Secretary

JOHN R. WIESE

John R. Wiese
John R. Wiese