

Exhibit A --- PROTECTIVE CLAUSES

This conveyance is made and accepted upon each of the following covenants running with the land:

That the Property herein described and any buildings now on said Property or erected thereon hereafter shall never be used for immoral purposes or for a nuisance or for the purpose of a saloon or tavern or place where spirituous or malt liquors shall be sold or given away or disposed of for the purposes of evading this covenant.

That the Property herein described shall never be used as a store, public garage, oil or automobile service station, public livery stable, nor for any commercial or industrial purposes nor for any purpose whatsoever other than that of residential house, provided, however, that this covenant may be revoked in whole or in part at any time by a properly recorded written instrument duly executed by no less than three-fourths of the owners of record, both in the area and number, of all land held in private ownership for residential purposes within twelve hundred feet in any direction of the property herein described, Kohler Co., and the official planning board or commission of the municipality of Kohler, or the survivor of them.

That no buildings, fences, signboards or advertisements shall be erected, nor shall poultry, hogs, horses, cattle or other livestock be kept, nor shall any trees now standing be cut upon the Property herein described without first obtaining written permission therefor from Kohler Co., or, if Kohler Co. shall cease to exist, and there shall be an official planning board or commission of the municipality of Kohler, then from the said planning board, or if both the said Kohler Co. and the said planning board shall cease to exist, then from not less than three-fourths of the owners of record, both in area and number, of all land held in private ownership for residential purposes within twelve hundred feet in any direction of the property herein described. This covenant, however, shall not bar the grantee(s), their heirs and assigns, from replacing any building now on said Property which may be destroyed by fire or otherwise with another one substantially similar to it in every material respect.

That construction, or exterior improvements, of any and all structures and other improvements on the Property shall be in accordance with the design guidelines for THE CLEARINGS subdivision and the structure, landscaping, color and grading plans approved by Kohler Co. No structure or other improvement which does not conform to said plans may be constructed without the written consent of Kohler Co. Mail delivery throughout The Clearings subdivision is intended to occur at various multi-lot kiosks. Grantee and the other lot owners assigned to the same kiosks shall be responsible for the maintenance and upkeep of that particular kiosk.

The foregoing covenants which are included herein as part of a general plan to maintain a high class residential community in the Village of Kohler, shall be construed as creating an equitable servitude for the benefit of all owners of property within the general plan. Acquiescence in violation of these provisions from time to time shall not be construed as a waiver thereof or as evidence of an intent to change the plan.

The Grantor reserves the right to install, maintain and repair poles, piping and other media for the necessary extension of public utilities which are for the benefit of the neighborhood or community, and to maintain such utilities as are now in existence; with the condition, however, that such poles, piping or other media will be placed in as inconspicuous positions as possible and with the least detriment to the Property.

The Grantee(s) agree(s) that if the Property hereinabove described is to be sold by them, their heirs, successors or assigns, the Grantor, its successors and assigns, shall have the first opportunity to buy said Property at the highest bona fide offer made for said property by any third party, and that they will give said Grantor notice of said offer and afford the Grantor an option for thirty (30) days from the time of such notice to purchase the Property at a price equivalent to said offer.

Exhibit B --- PARCEL INFORMATION

Lots containing wetlands (see Exhibit C - Plat Map for wetland locations):

39, 41, 42, 43, 50, 51, 58, 66, 67, 68, 69, 70

Lots with all or a portion that may be in a shoreland zoning area:

7, 8, 22, 23, 24, 25, 37, 38, 39, 40, 41, 42, 43, 45, 46, 55, 56, 57, 58, 65, 66, 67, 68, 69, 70, 71, 72, 73, 75

Lots observed to have flooding on a portion of the property:

39, 40, 41, 42, 43, 58, 64, 65, 66, 67, 68, 69, 70, 71