

HUNTER'S RUN
 A PLANNED DEVELOPMENT DISTRICT
 A SUBDIVISION LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND
 PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 25, T25N-R20E, TOWN OF SUAMICO, BROWN COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

WALLEY BANK, NORTHWEST, A CORPORATION DELAY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE FOREGOING INSTRUMENT AND TO THE MORTGAGEE'S INTEREST IN SAID SECTION 25, T25N-R20E, TOWN OF SUAMICO, BROWN COUNTY, WISCONSIN, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE.

IN WITNESS WHEREOF, THE SAID WALLEY BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY John J. Walley, ITS VICE PRESIDENT AND AUTHORIZED SIGNER, AND TO BE FORWARDED BY REGISTERED MAIL TO THE REGISTER OF DEEDS, BROWN COUNTY, WISCONSIN, ON THIS 19 DAY OF March, 1972.

PERSONAL COPY BEING BY THIS DAY OF March, 1972, THE FOREGOING INSTRUMENT AND THE MORTGAGEE'S INTEREST IN SAID SECTION 25, T25N-R20E, TOWN OF SUAMICO, BROWN COUNTY, WISCONSIN, TO BE KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION BY ITS AUTHORITY.

John J. Walley
 VICE PRESIDENT
 WALLEY BANK, NORTHWEST
 BROWN COUNTY, WISCONSIN
 MY COMMISSION EXPIRES 2/1/76
 STATE OF WISCONSIN)
 COUNTY OF BROWN) SS

LAND CONTRACT VENDOR'S CERTIFICATE

AS VENDORS IN A LAND CONTRACT, WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE FOREGOING INSTRUMENT AND TO THE MORTGAGEE'S INTEREST IN SAID SECTION 25, T25N-R20E, TOWN OF SUAMICO, BROWN COUNTY, WISCONSIN, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE.

Michael D. Vendor
 VENDOR
 BROWN COUNTY, WISCONSIN
 MY COMMISSION EXPIRES 7-22-78



REGISTERING OFFICE
 Brown Co., Wis.
 Accepted for record this 19th day of March, 1972 at 1:30 o'clock P.M. and recorded in Vol. 17 of Deeds on page 130
John J. Walley
 Register of Deeds

There are no objections to this and each instrument in Book 204, 15, 216, 16, 218, 20 and 224, 21 (1) and (2), Vol. 17A.
 Certified this 21st day of March, 1972
Michael D. Vendor
 Department of Agriculture, Trade & Commerce, Division of Registration

TOWN OF SUAMICO, BROWN COUNTY, WISCONSIN

DEVELOPMENT COVENANTS

THIS SUBDIVISION IS PART OF A PLANNED DEVELOPMENT DISTRICT APPROVED BY THE TOWN OF SUAMICO UNDER ARTICLE XXI OF THE TOWN OF SUAMICO ORDINANCE.

SEPARATE DOCUMENTS ARE RECORDED WHICH CONTAIN RESTRICTIVE COVENANTS, DEVELOPMENT REQUIREMENTS AND/OR OTHER ASSOCIATED AGREEMENTS AND DOCUMENTS PERTAINING TO THE SUBDIVISION. THESE DOCUMENTS ARE RECORDED IN JACKET 21177 IMAGE 40 THRU JACKET 21178 IMAGE 26, BROWN CO. REGISTRY.

A. LAND USE

LOTS 61-79 ARE FOR SINGLE FAMILY CONVENTIONAL DEVELOPMENT. OUTLOT 1 IS TO BE DEDED TO A HOME OWNER'S ASSOCIATION WHICH WILL DEVELOP THE AREA ACCORDING TO THE APPROVED HUNTER'S RUN DEVELOPMENT PLAN.

B. BUILDING LOCATION CONTROL

LOTS 61-79 HAVE A MINIMUM SIDE YARD SETBACK OF 10 FEET. LOTS 62-70 HAVE SETBACKS AS INDICATED ON THE FACE OF THE MAP. LOTS 61, 71-79 HAVE A REAR SETBACK OF 25 FEET. RESTRICTIVE COVENANTS

- 1) THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED AND MAINTAINED BY THE ADJUTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
- 2) NO POLES, PEDESTALS OR BURIED CABLE ARE TO BE PLACED SO AS TO DISTURB ANY SURVEY STAKE OR OBSTRUCTION ALONG ANY LOT LINES OR STREET LINE. A DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATUTES
- 3) LAND USE PERMITS FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE ARE REQUIRED FOR ALL LOTS IN THIS SUBDIVISION PRIOR TO CONSTRUCTION.
- 4) THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" (AVAILABLE FROM THE DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT.
- 5) ALL UTILITY EASEMENTS SHALL BE 12 FEET IN WIDTH AND PARALLEL TO ALL STREET RIGHT-OF-WAY LINES. SAID UTILITY EASEMENT IS A PERPETUAL RIGHT-OF-WAY OVER AND ACROSS DESIGNATED LANDS FOR THE PURPOSES OF CONSTRUCTION, INSTALLATION AND MAINTAINING GAS AND ELECTRICAL DISTRIBUTION SYSTEMS, TELEPHONE SYSTEMS AND CABLE SYSTEMS. NO HABITABLE STRUCTURES OR ACCESSORY BUILDINGS SHALL BE CONSTRUCTED WITHIN OR UPON SAID EASEMENT.

BROWN COUNTY PLANNING COMMISSION

APPROVED BY THE BROWN COUNTY PLANNING COMMISSION ON THIS 28th DAY OF July 1998.

MARTIN OLENICZAK SENIOR COUNTY PLANNER

7/28/98 DATE



1354549

J 21177 1 48

REGISTER OF DEEDS
BROWN COUNTY

DECLARATION OF RESTRICTIONS
FOR
HUNTER'S RUN

'93 JUL 8 AM 10 16

DATHY WILLIQUETTE
REGISTER OF DEEDS

8390

This Declaration is made this 7th day of July, 1993, by SCHOEN DEVELOPMENT, a Wisconsin general partnership (hereinafter called "DEVELOPER").

RECITATIONS

WHEREAS, DEVELOPER owns all those lands located in the Town of Suamico, Brown County, Wisconsin, described in Exhibit "A" attached hereto;

WHEREAS, HUNTER'S RUN is a Planned District Development consisting of one hundred fifty-five (155) acres divided into one hundred sixty-six (166) residential Lots; and

WHEREAS, DEVELOPER desires to subject the Lots within HUNTER'S RUN, as well as all other portions of HUNTER'S RUN (except dedicated streets and utilities), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of HUNTER'S RUN as a whole and for the benefit of each Lot Owner;

DECLARATION

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

DEFINITIONS, PURPOSE AND USE RESTRICTIONS

1.01 DEFINITIONS

(a) "All Phases of HUNTER'S RUN" shall mean all phases of the Planned District Development approved on March 1, 1993 by the Town of Suamico, which is known as HUNTER'S RUN consisting of one hundred sixty-six (166) residential lots.

(b) "Association" shall mean the HUNTER'S RUN HOMEOWNERS ASSOCIATION, an incorporated association, created under this Declaration.

(c) "Architectural Control Committee," or "ACC" shall mean the officers of the Association who shall serve as members of the ACC.

(d) "Board" shall mean the Board of Directors of the Association which shall operate and manage the Association.

(e) "Common Area" or "Common Areas" shall mean any area within HUNTER'S RUN which is not a Lot or a dedicated street or other dedicated area for which the Town has assumed responsibility for maintenance and which is conveyed by DEVELOPER to the Association. Common Area includes any facilities located on the Common Areas. Common Area shall also include the Pond and Creek Easement Area. Common Areas do not include areas of an Owner's Lot which cannot be built upon because of municipal or state restrictions.

(f) "Town" shall mean the Town of Suamico, a municipality.

(g) "Developer" shall mean SCHOEN DEVELOPMENT, a Wisconsin general partnership, as well as any Successor-Developer.

(h) "Family" shall mean one or more persons related by blood, marriage or adoption who are living, sleeping, cooking and eating on the Property as a single housekeeping unit and shall exclude any person or groups of persons where three or more are not so related or engaged as household employees.

(i) "Home" shall mean a residential building designed and used as a dwelling for one family (which shall not include any attached garage).

(j) "Landscape Easement Area" shall mean the area of HUNTER'S RUN designated on the plat not adjacent to Ponds and/or Creeks and over which the Association has an easement granting it access for the purpose of maintaining, at the Association's discretion, the landscaping of said area.

(k) "Lot" shall mean a platted residential lot within HUNTER'S RUN identifiable by reference to a name and lot number, regardless of whether such Property is currently platted or platted at some future time. The term "Lot" does not include any Common Area.

(l) "Lot Owner," "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate and shall include land contract vendees and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

(m) "Pond and Creek Easement Area" shall mean the area of HUNTER'S RUN over which the Association has an easement to construct and maintain a Pond and/or Creek.

(n) "Ponds and Creeks" shall mean the ponds and creeks located in HUNTER'S RUN which are constructed in the Common Area or the Pond and Creek Easement Area.

(o) "Property" shall include a Lot and all improvements.

(p) "Section" shall mean all those provisions within a numbered heading of this Declaration.

(q) "Shore Easement Area" shall mean the area of HUNTER'S RUN designated on the plat which is adjacent to Ponds and Creeks over which the Association has an easement granting it access for the purpose of maintaining, at the Association's discretion, the landscaping of said area.

(r) "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, carport or aboveground storage facility; tent; exterior lighting or electric fixture; antennae, tower, pole or bug control device; fence, retaining or other wall, fountain or aboveground or inground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo, tree house or other exterior play equipment; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

(s) "HUNTER'S RUN" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the Town.

(t) "Successor-Developer" shall mean any person, firm or entity, which expressly assumes in writing all then remaining obligations of Developer to the Town under certain Development Agreements recorded in the Office of the Register of Deeds for Brown County, Wisconsin relating to development of HUNTER'S RUN or portions thereof.

1.02 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that HUNTER'S RUN will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of certain open spaces and Common Areas within HUNTER'S RUN; to help assure the best use and most appropriate development and improvement of each Lot; to protect Owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures and color schemes; to insure a residential development of HUNTER'S RUN consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lots; to prevent installation of improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to ensure a proper and consistent set-back of structures and buildings for aesthetic appearance and to avoid blockage of views for other Properties; to secure and maintain a proper spatial relationship of buildings, structures and other improvements; and to otherwise secure mutual enjoyment of benefits for Owners and occupants of residential Property within HUNTER'S RUN.

1.02(a) DEVELOPER

All authority to enforce the restrictions contained in this document or to grant approval of any variances from such restrictions shall be in the sole discretion of Developer until ninety percent (90%) of the Lots in All Phases of HUNTER'S RUN have been sold. Once ninety percent (90%) of such Lots are sold, all authority to enforce the restrictions contained in this

document shall be in the sole discretion of the Association and all authority to grant approval of any variances from such restrictions shall be in the sole discretion of the ACC. All references to authority of the "Developer or the ACC", "Developer or the Association" or the "Developer or the Board" mean that Developer has the sole authority and responsibility until ninety percent (90%) of the Lots in All Phases of HUNTER'S RUN are sold and that the ACC or Association shall assume such authority or responsibility once ninety percent (90%) of the Lots in All Phases of HUNTER'S RUN are sold.

1.03 SINGLE FAMILY USE; GENERAL RESTRICTIONS

(a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. Notwithstanding the foregoing, the Developer or other builder chosen by Developer shall have the right to construct model homes on Lots which may be used as a sales offices.

(b) Only one (1) Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for Family or guests without the prior approval of the Developer or the ACC.

(c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy a Special Assessment against the Lot. Developer or the Association shall not be obligated to improve any areas of HUNTER'S RUN with grass or plantings or to cut grass or foliage growing in a natural environment.

(d) Specific Lots are subject to floodplain and environmental corridor restrictions.

(e) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.04 USE AND MAINTENANCE OF COMMON AREAS

(a) All Common Areas shall be used as open spaces for the common benefit of the residents of HUNTER'S RUN. The manner of use shall be regulated by the Developer or the Board and may be modified at any time.

(b) Any signs, monuments, structures or entranceway landscaping constructed by Developer or the Association for the general benefit of HUNTER'S RUN residents shall be properly maintained by the Association. The Association shall also maintain any Common Areas so as to be neat and attractive in appearance.

(c) Each Lot Owner shall be responsible for an annual assessment related to the maintenance and upkeep of Common Areas (the "Annual Assessment"). The Lot Owners may be subject to additional assessments as determined to be necessary. It is recognized that the development of HUNTER'S RUN will be done in eight (8) phases, as indicated in the Planned District Development for HUNTER'S RUN as approved by the Town of Suamico. Assessments for maintenance and upkeep of Common Areas will only be assessed to those Lot Owners who are located in a phase which is developed or under development (a "Developed Phase"). For purposes of this Declaration, a phase will be considered under development as soon as the Developer sells one residential Lot in that phase. The percentage of the Annual Assessment which a Lot Owner in the Developed Phases (including Developer) shall pay shall be determined pursuant to the following schedule:

<u>Phase Developed or Under Development</u>	<u>Total Number of Lots in Developed Phases</u>	<u>% of Annual Assessment to be Paid by Lot Owner</u>
Phase 1	33	1.820%*
Phase 1 through 2	53	1.320%*
Phase 1 through 3	73	1.100%*
Phase 1 through 4	93	.970%*
Phase 1 through 5	118	.848%
Phase 1 through 6	134	.763%
Phase 1 through 7	150	.680%
Phase 1 through 8	166	.603%

1.05 RESTRICTIONS ON USE OF BOATS AND RECREATIONAL VEHICLES

Boats and recreational vehicles (which shall include snowmobiles, trailbikes, travel trailers and vans, motor homes and dune buggies and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Common Area or undeveloped area of HUNTER'S RUN nor shall any boat or recreational vehicle be parked, kept or stored on any Lot outside an enclosed garage without the prior approval of the Board (which may be withheld on the basis of aesthetics if for no other reason); provided, however, that temporary storage of boats and recreational vehicles for the purposes of loading and unloading for a period of less than forty-eight (48) hours shall not be prohibited. Recreational vehicles shall also not be used or operated on any Lot or otherwise within HUNTER'S RUN, except on dedicated streets in accordance with applicable traffic laws.

* In Phases 1 through 4, the Developer is paying the following percentage of the Annual Assessment in addition to any assessment for Lots owned by the Developer: Phase 1--40%, Phase 1 through 2--30%, Phase 1 through 3--20%, Phase 1 through 4--10%.

1.06 ANIMALS AND PETS

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

No Lot Owner owning a dog or cat (an "Animal Owner") shall allow his/her dog or cat to discharge excreta upon any Common Areas or private Property within HUNTER'S RUN, other than the Property of the Animal Owner, unless the Animal Owner immediately thereafter removes and cleans up the excreta from the Common Area or private Property.

An Animal Owner shall not allow the Animal Owner's dog or cat to be walked beyond the limits of the Animal Owner's Property without having the person walking the dog or cat carrying a scoop, bag or other items designed to pick up and remove dog and cat feces. An Animal Owner shall not dispose of the dog or cat feces on Common Areas or private Property, other than their own.

Notwithstanding the foregoing, this section shall not apply to blind persons having control of guide dogs.

1.07 GARBAGE AND REFUSE

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage in sanitary covered containers suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash, or debris at any time other than burning of leaves and light brush, if approved by the Developer or Board.

1.08 ENVIRONMENTAL CORRIDOR

No removal of trees, altering of natural terrain and conditions or construction of improvements shall occur within the wetlands areas designated by the State of Wisconsin Department of Natural Resources. Restrictions in this regard shall be governed by the appropriate state statutes and administrative orders.

Waiver shall be obtained from those authorities and be approved by the Developer or the Board.

1.09 NOXIOUS PRACTICES

No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood. Nuisances such as loud or unreasonable noise shall not be permitted to exist upon any Lot so as to be detrimental to any other Property or its occupants. Trash and garbage containers shall not be visible to the public except on days of trash collection. No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis.

1.10 TREE HOUSES

No tree houses shall be allowed in any Common Area or on any Lot.

1.11 FIREWOOD STORAGE

Firewood may be stored on a Lot only as may be approved by the Association.

CONSTRUCTION OF IMPROVEMENTS

2.01 MINIMUM LIVING AREA AND HEIGHT REQUIREMENTS

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

1. No single story shall have less than 1700 square feet for buildings on Lots 3-8, 24-26, 48-61, 71, 115-138.
2. No single story shall have less than 2000 square feet for buildings on Lots 9-16, 18-23, 40-47, 62-70, 72-80, 82-88, 95-114, 139-146, 154, 156, 157, 159, 162-177.
3. No single story shall have less than 2300 square feet for buildings on Lots 28-31, 33-38, 89-94, 147-153, 155, 158, 160, 161.

4. No two story shall have less than 2200 square feet for buildings on Lots 3-8, 24-26, 48-61, 71, 115-138.

5. No two story shall have less than 2500 square feet for buildings on Lots 9-16, 18-23, 40-47, 62-70, 72-80, 82-88, 95-114, 139-146, 154, 156, 157, 159, 162-177.

6. No two story shall have less than 2800 square feet for buildings on Lots 28-31, 33-38, 89-94, 147-153, 155, 158, 160, 161.

Until ninety percent (90%) of the Lots in All Phases of HUNTER'S RUN have been sold, the Developer shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the Developer shall be final and conclusive. Once ninety percent (90%) of the Lots in All Phases of HUNTER'S RUN are sold, the ACC shall assume such authority. Notwithstanding the foregoing, the Developer shall have the right in its discretion, to waive the above requirements if the Home is compatible with the appearance and value of other Homes located in HUNTER'S RUN.

(b) Split level Homes may be permitted by the Developer or the ACC, in its discretion, provided the exterior dimensions and appearance are compatible or expected to be compatible with other Homes in HUNTER'S RUN.

(c) No Home shall exceed three stories (excluding the basement) or forty (40) feet in height above finished grade, whichever is less.

(d) The roofs shall be pitched to rise at least six (6) inches vertically for each twelve horizontal inches.

(e) An attached enclosed garage [for at least two (2) and not more than four (4) cars] shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home.

2.02 SUITABILITY

(a) Developer only warrants that Lots are suitable for construction of Homes with minimal living area described herein and makes no further warranties relating to suitability of Lots for building. Developer suggests that prospective buyers have

such Lot inspected and tested by an expert in the field prior to construction.

(b) Developer suggests, but does not require, that buyers utilize a properly licensed architect or qualified designer in any construction.

2.03 LOCATION AND SET-BACK

(a) The foundation of a Home or garage shall not be located within: (i) the set-back requirements set forth in the HUNTER'S RUN District Development adopted by the Town; (ii) forty (40) feet of the Ponds and Creeks; or (iii) twenty-five (25) feet of the rear Lot line for any Lot not adjacent to a Pond or Creek. Each corner Lot shall be determined by the Developer or the ACC to have one rear Lot line, two side Lot lines, and one front Lot line.

(b) Notwithstanding the set-back requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by the Developer or the ACC prior to any construction, it being intended that the Developer or the ACC may, in its discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for HUNTER'S RUN or any portions thereof which the Developer or the ACC deems advisable. Additionally, the approval of the exact location of the house by the Developer or the ACC may be for the purpose of ensuring a proper and consistent set-back of structures and buildings and to avoid blockage and views of other Properties.

(c) The Developer or the ACC may permit improvements (other than the Home and garage) to be constructed, installed and located within the set-back areas described above if they are not prohibited by the Town's set-back requirements; provided, such permission must be in writing to be effective and can only be granted after notice to all adjoining and adjacent Lot Owners advising them of the proposed improvement and affording them an opportunity to be heard with respect to the proposed improvement.

(d) Inground pools shall not be located within twenty-five (25) feet of the rear Lot line or any Pond or Creek. Aboveground pools are prohibited.

2.04 ARCHITECTURAL STYLES AND BUILDING MATERIALS

Traditional styles including Colonial, Williamsburg, American Gothic, Cape Cod, French Country, Georgian, and English Country are encouraged. Modern, Mediterranean and Spanish styles may be restricted. Natural materials such as timbers, fieldstone, and brick are encouraged for the exterior of buildings. Minimum roof pitch as stated in Section 2.01(d) will be required. Garage doors should be placed on side elevation of Homes unless written approval of the Developer or ACC is obtained. Minimal use of aluminum or vinyl siding may be accepted if, in the opinion of the Developer or ACC, it does not detract from the architectural appearance of the Home. Roofing must be architectural type, textured fiberglass or asphalt shingle or wood shakes. Fiberglass shingles shall be two hundred twenty (220) pound weight or greater. Standard three-in-one shingles will not be permitted.

2.05 APPROVAL OF DEVELOPER OR ACC
REQUIRED FOR ALL IMPROVEMENTS

(a) No Home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without: (1) prior written approval by the Developer or ACC of detailed plans; and (2) a building permit from the Town of Suamico. Plans to be considered appropriate for review by the Developer or ACC must include the following (unless the Developer or ACC advises a Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage or addition or change to either) showing dimensions, composition and color of exterior materials and equipment, if any; the landscaping plan required under Section 2.06; and a plot plan showing the location of the improvement with respect to set-backs from Lot lines and other buildings and improvements, finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the Developer or ACC as it may reasonably request. The Developer or ACC shall consider the following factors and may deny or withhold approval of any proposed improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.02 will not be satisfied; material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings, set-backs,

finished grade elevations, access, drainage and plantings; and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE DEVELOPER OR ACC MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE. Without intending to limit the generality of the foregoing, it is intended that the exterior color of any portion of a Home, garage or other improvement may not be changed in any significant respect without the prior written approval of the Developer or ACC.

(b) If a Lot is in an Applicable Phase [see 1.04(c)], construction of an approved Home must commence within eighteen (18) months of the acquisition of the Lot. If a Lot is purchased and is not in an Applicable Phase, construction of an approved Home must commence within eighteen (18) months of the date when the phase becomes an Applicable Phase. In the event that construction of an approved Home is not commenced as provided in this subsection 2.05(b), then the Developer or the Association shall have the right to reacquire the Lot at the sale price at any time prior to the commencement of construction of an approved Home.

(c) Upon approval by the Developer or ACC of the plans for the proposed improvement and upon receipt of any necessary Town and other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be completed as to all exterior items within twelve (12) months. The Developer or ACC may, in its discretion, extend such completion deadline up to an additional six (6) months in the event it finds the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors. For its own benefit to be sure of compliance, the Developer or ACC may, at its discretion, require performance bonds from the contractors involved.

(d) In the event the Developer or ACC fails to act upon proposed plans within sixty (60) days following written acknowledgment by the Developer or ACC that it has received such plans and that they are adequate for purposes of its review, or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one (1) year following final completion hereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the Developer or ACC is required as to such particular matter.

(e) Any approval or permission of the Developer or ACC under this Section, to be binding or effective, MUST BE IN

WRITING signed by an authorized representative. No oral statements, representations or approvals of the Developer or ACC or any of its members or agents shall be binding on the Developer or ACC under any circumstances, regardless of any reliance thereon by any Lot Owner.

(f) Within ninety (90) days following construction or installation of any improvement, the Lot Owner shall furnish an as-built certified survey showing the location of the improvement, if requested by the Developer or ACC.

2.06 LANDSCAPING AND DRAINAGE

(a) Landscaping plans, including mature shrubbery, must be submitted for approval in conjunction with building plans.

(b) All landscaping shall be completed (with the accumulated point totals in accordance with the plan approved by the Developer or the ACC) within ninety (90) days (weather permitting) following the issuance of the occupancy permit for the Home. For its own benefit to be sure of compliance, the Developer or ACC may, at its discretion, require performance bonds from the contractors involved.

(c) To avoid a substantial increase in surface water drainage onto adjoining Lots, the landscaping plan shall provide for adequate drainage of storm and surface water toward adjoining streets and away from adjoining Lots if natural drainage on the Lot is to be or has been altered by grading or landscaping by the Lot Owner.

(d) No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the ACC under Section 2.05. In general, fencing will be discouraged other than for protection of swimming pools.

(e) Front, side and back yards should be maintained with lawns provided, however, that back and side yards of wooded Lots may be left natural with the approval of the Developer or the ACC.

(f) All landscape plans shall meet the landscape requirements set by the Developer or the ACC for the Shore Easement Area.

(g) The following are the minimum landscaping requirements, which an Owner's landscape plan must include:

Each Lot shall obtain an accumulative minimum point total of 1,000 points. Lots located on Ponds or Creeks shall accumulate a 1,400 point minimum with 400 of those points on the Shore Easement Area. The number of points required under this paragraph may be adjusted by the Developer or the ACC, in its discretion. Points are obtained per the following chart:

<u>Landscape Elements</u>	<u>Point Value</u>
Small Shade Tree (balled and burlapped) (1 1/2-2" Caliper at 6 inches)	50
Medium Shade Tree (balled and burlapped) (2 1/2" Caliper at 6 inches)	100
Large Shade Tree (balled and burlapped) (3-4" Caliper at 6 inches)	150
Extra Large Shade Tree (balled and burlapped) (greater than 4" Caliper at 18 inches)	200
Small Evergreen Tree (3-4 1/2 feet in height)	25
Medium Evergreen Tree (5-6 1/2 feet in height)	50
Large Evergreen Tree (7-8 feet or more in height)	100
Evergreen Shrubs (minimum of 18 inches in diameter)	20
Small Deciduous Shrub (18-35 inches in height)	10
Medium Deciduous Shrub (36-59 inches in height)	15
Large-Scale Shrub (balled and burlapped) (60 inches or greater in height)	25
Decorative Wall (per face feet) (Note: materials for walls may include boulders and timbers, but not plain	

cement	5
Decorative Fence (per linear foot)	1
Earth Berm (per linear foot)	1
Paver Stone Walk or Patio (per square foot) (Note: driveways constructed of paver stones will not constitute landscaping)	1
Perennials, water plants, around lake per/sq ft	1
Boulders and outcroppings per/face ft	1

(h) Existing vegetation on each Lot within the Properties, including trees of a diameter of four (4) inches or greater, shall not be destroyed or removed except as approved in writing by the ACC. In the event such vegetation is removed or destroyed without prior approval, the ACC may require the replanting or replacement of same, the cost thereof to be borne by the Lot Owner.

(i) Proper landscaping of individual Lots, including landscaping of all berms, boulevards, traffic islands and green space, is a mutual responsibility of present and future Lot Owners. Landscaping shall be properly maintained at all times by the Lot Owner or by the Association as described in the schedule of landscape maintenance. Should the Lot Owners fail to maintain the landscaping as required, the Association may take remedial steps and make a "special assessment" as described in Section 3.11(b).

(j) Individual Lot Owners are responsible for replacement of dead or diseased plants within sixty (60) days of removal. Each spring, the Association will evaluate the plantings it maintains for replacement or additions.

2.07 DRIVEWAY

Each Lot shall be improved by the Lot Owner with an asphalt, brick or concrete driveway extending from the street to the garage within three (3) months following issuance of an occupancy permit for the Home. A plot plan showing the location of the drive shall be submitted to the Developer or ACC for its prior approval under Section 2.05, above. The Developer or ACC,

in its discretion, may approve a plan which shares a driveway between two Lots.

2.08 CONSTRUCTION MATERIALS - STORAGE

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

2.09 WATER SUPPLY

Each Home shall be connected to its own well. Shared wells shall be permitted only upon the approval of the Developer or ACC.

2.10 SEWAGE DISPOSAL

Each Home shall be connected with the Town or common sewerage system and no septic tank or other individual sewerage system shall be used or permitted.

2.11 GARBAGE DISPOSAL

No incinerator or incineration system for burning garbage or debris shall be used or permitted.

2.12 WIRES, ANTENNA, AND SOLAR PANELS

(a) All utility lines and wiring for gas, electric, telephone, and cable television service to a Home, garage or other improvement shall be installed underground, unless otherwise permitted by the Developer or ACC in writing prior to installation.

(b) No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or for other electronic transmission or reception or solar heating panels shall be erected or used without the prior written approval of the Developer or ACC.

2.13 SIGNS AND MAILBOXES

(a) No sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (1) one (1) sign of not more than six (6) square feet advertising the Property for sale in a form approved by Developer or ACC; and (2) one (1) standard sign showing the Lot Owner's name or address as may be approved by the Developer or ACC for uniform use in terms of size, design, appearance and location for each Lot in HUNTER'S RUN.

(b) No mailbox shall be installed unless the location, size, materials and appearance are approved in writing by the Developer or ACC in accordance with Section 2.05.

2.14 PONDS, CREEKS, SHORE EASEMENT AREAS, AND LANDSCAPE EASEMENT AREAS

The Association shall have the exclusive right to landscape and maintain the Ponds and Creeks. The Association shall have the right, but not the obligation, to maintain any landscaping in the Shore Easement Area and the Landscape Easement Area. Except as otherwise provided (e.g., the initial landscaping required of the Lot Owner in the Shore Easement Area under Section 2.06), the cost of such landscaping and maintenance shall be assessed as a General Assessment pursuant to Paragraph 3.11(c).

The following restrictions shall apply in order to maintain the water quality and integrity of the Ponds, Creeks and Shore Easement Area:

(1) No docks shall be allowed to be constructed on the Ponds except for docks which may be constructed by the Association appurtenant to any shore which is a Common Area.

(2) No motor propelled water craft shall be allowed on the Ponds, except as are approved by the Developer or the Association.

(3) No willows or cottonwoods will be allowed within the forty (40) foot rear set-back from the Ponds.

(4) The feeding or releasing of ducks or geese within HUNTER'S RUN shall be prohibited.

(5) The spreading of fertilizer, grass clippings or other organic material into Ponds, streams or drainage ways shall be prohibited.

(6) Excessive fertilization of lawns (more than 4-1/2 pounds of Nitrogen per 1,000 sq. ft. per year) shall be prohibited.

(7) Fishing in the Ponds will be encouraged and no license will be required. Fish of legal size shall not be returned to Ponds.

(8) Each Owner, in his/her best efforts, shall prevent soil erosion at the Pond shoreline. Prescribed correction if the problem occurs will be directed by the Developer or ACC.

(9) The storage of boats or any other significant item or items (e.g. wood pile, etc.) within the forty (40) foot rear set-back from the Ponds is prohibited.

(10) The planting of desirable shoreline and aquatic vegetation is encouraged provided that all planting must be approved by the Developer or the ACC. Desirable aquatic vegetation includes but is not limited to: Arrowhead, Burr Reed, Water Iris, Bull Rushes, Spike Rushes, Wild Celery, Big Leaf Pondweed, and Water Lily.

(11) Swing sets and above ground pools within the 40-foot rear set-back from the Ponds are prohibited.

(12) No fish shall be released into the Ponds or Creeks except by the Developer or the Association.

THE ASSOCIATION

3.01 CREATION

(a) The Developer shall create and establish a non-profit incorporated homeowner's association to be known as "HUNTER'S RUN HOMEOWNER'S ASSOCIATION," with all rights, powers, privileges and obligations as provided in this Declaration.

(b) The Association shall exist during the term(s) of this Declaration and shall automatically terminate upon termination of this Declaration. The Association shall be formed and operated consistent with the provisions of this Declaration, the Association's Articles of Incorporation and any By-laws adopted by the Association. In the event that the Association

By-laws conflict with this Declaration, the terms of this Declaration shall control.

3.02 MEMBERSHIP

(a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one (1) membership and one (1) vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate, or interest in the Lot.

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

(c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one (1) membership and one (1) vote for each Lot owned by the Developer.

3.03 VOTING

(a) The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner.

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

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

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

(d) A Lot Owner shall not be entitled to vote on a matter if any General or Special Assessment against the Lot is then delinquent.

(e) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

3.04 MEMBERSHIP LIST; NOTICES

(a) The Association shall maintain a current membership list. Each Lot Owner shall furnish the information necessary for the Association to maintain such membership list.

(b) All notices required to be given to a Lot Owner shall be deemed to have been duly given: at the time of personal delivery to the Lot Owner or the Home of the Lot Owner; or forty-eight (48) hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the membership list. Notice to one (1) Co-Owner of a Lot shall be deemed effective notice to all other Co-Owners of such Lot.

3.05 ASSOCIATION MEETINGS

(a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than four (4) nor more than thirty (30) days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

(b) The annual meeting of the Association shall be held in June of each year for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The ACC shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 3.05(a).

(c) Special meetings of the Association shall be held whenever called by the President or two (2) officers; however, such meetings must be called upon receipt by the President of a written request signed by Owners with one-fourth (1/4) or more of all votes entitled to be cast.

(d) A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.

(e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

(f) If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within fifteen (15) days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.06 POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

(a) Except as provided in Section 1.02(a), the Association shall, without limitation, have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration:

1. to levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;
2. to enforce this Declaration;
3. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessment and to acquire real estate as additional Common Area;
4. to enter and execute contracts, deeds, mortgages, and documents on behalf of the Association which relate to any Common Area or improvements therefor;
5. to incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;
6. to employ the services of any person, firm, or corporation to maintain the Common Areas or to

construct, install, repair or rebuild improvements thereon;

7. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
8. to commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;
9. to adopt Rules and Regulations for the management operation, use and enjoyment of the Common Areas, including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations;
10. to exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners;
11. to take whatever action it deems necessary, in its sole discretion, in connection with the maintenance of the Shore Easement Area and the Landscape Easement Area; and
12. to conduct a management plan directed at preventing nutrient loading and reducing organism accumulation in the Ponds and Creeks.

(b) The President, together with one (1) other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the ACC under this Declaration.

3.07 OFFICERS

(a) The officers of the Association shall be:

(1) a President, who shall: be the chief executive officer of the Association and a member of the Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

(2) a Secretary, who shall: be a member of the Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the membership list and keep it current; have charge of delivering all notices and approvals on behalf of the Board and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

(3) a Treasurer, who shall: be a member of the Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

(4) one or more Vice-Presidents [not to exceed four (4) at any one time], the number of which shall be determined by resolution of the Association; however, it is not required that the Association have one (1) or more Vice-Presidents. A Vice-President, in addition to serving on the Board, shall have such other powers, duties and restrictions as may be prescribed from time to time by resolution of the Association.

(b) All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or

until death, resignation, or removal, whichever first occurs. No person may hold two (2) or more offices at any one time, except that officers appointed by Developer may hold any number of offices.

3.08 MANAGEMENT OF ASSOCIATION BY THE BOARD

(a) The Association and its business, activities and affairs shall be managed by a Board of Directors (the "Board"). The members of the Board shall be chosen as set forth in the Association's Bylaws. The Board shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint all officers and directors of the Association until such time as ninety percent (90%) of the Lots in All Phases of HUNTER'S RUN have been sold and fee simple title conveyed by Developer (at which time, all officers of the Association shall be elected by the members of the Association). When five (5) Lots are conveyed, a minimum of one (1) Property Owner will be appointed by Developer to the Board and, when ten (10) Lots have been conveyed, a minimum of two (2) Property Owners will be appointed by the Developer to the Board.

(b) The Board may appoint committees consisting of one (1) or more Lot Owners to make recommendations to the Board or the Association on any matter.

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

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

(e) All decisions of the Board or the ACC on any matter (including, without limitation, decisions under Section

2.05) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

3.09 ACC

(a) All officers of the Association then in office shall be members of the ACC and no other person may be a member of the ACC. Each member of the ACC shall serve and hold office until a successor is elected or appointed to such office. Notwithstanding the foregoing, Developer shall be entitled to appoint the members of the ACC until such time as ninety percent (90%) of the Lots in All Phases of HUNTER'S RUN have been sold and fee simple title conveyed by Developer (at which time, the officers of the Association then in office shall become members of the ACC).

(b) The ACC shall initially consist of the person(s) appointed by Developer as President, Secretary, and Treasurer of the Association to hold office until successors are appointed by Developer, or elected by the Association. Except for officers appointed by Developer, a person must be a Lot Owner or Co-Owner of a Lot in order to be eligible to serve as an officer and member of the ACC.

(c) Any officer and member of the ACC (other than an officer appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Any officer appointed by Developer may be removed at any time by Developer and a successor may then be appointed by Developer.

(d) Vacancies in any officer position and on the ACC (caused other than by removal under Section 3.07(c), above) and newly created officer positions resulting from an increase in the number of officers shall be filled by a majority vote of the officers then in office and each person so elected shall serve until a successor is either appointed by Developer or elected at the next annual meeting of the Association.

(e) An annual meeting of the ACC shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the ACC shall be required.

(f) Regular meetings of the ACC shall be held at such times and places as the ACC determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.

(g) Special meetings of the ACC may be called by any officer on three (3) days prior notice to each officer, given orally or in writing.

(h) Before, at, or after any meeting of the ACC, any officer may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.

(i) For all meetings of the ACC, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the ACC. If there is less than a quorum present at any meeting of the ACC, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within fifteen (15) days of the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

(j) Any action of the ACC authorized under this Declaration may be taken upon the unanimous consent of all officers without a meeting.

(k) The ACC may require that some or all officers and/or employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

3.10 COMMON EXPENSES AND ASSESSMENTS
AGAINST LOTS AND LOT OWNERS

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

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

- (1) costs and expenses (anticipated or incurred) for repair of damage to Common Areas caused by or at the direction of the Lot Owner or the Family or guests of the Lot Owner;
- (2) costs, expenses and actual attorney's fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;
- (3) interest due on General or Special Assessments; and
- (4) all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration.

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

- (1) maintenance, repairs, upkeep or operation of Common Areas and any additional Common Areas (such as any contiguous real estate) as may be acquired by the Association;
- (2) maintenance, repairs or upkeep of the Shore Easement Area or the Landscape Easement Area, to the extent that the Association determines to undertake such maintenance, repairs or upkeep;
- (3) any insurance maintained by the Association;
- (4) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;
- (5) all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

- (6) costs and expenses for additional improvements to Common Areas beyond those installed by Developer;
- (7) all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this Section;
- (8) all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;
- (9) costs and expenses of services, if any, made available to all Lots and/or for any Common Areas; and
- (10) all other costs and expenses declared to be common expenses under this Declaration.

The General Assessments for all common expenses shall be levied equally against each Lot in the phase or phases which have been developed or which are under development.

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

(e) Developer shall be responsible for all assessments levied against any platted Lot prior to a sale of such Lot by Developer. However, Developer shall not be responsible for any General or Special Assessments which may be levied for improvements, capital expenditures, reserves, or replacement funds of any kind. The Board may at any time levy assessments for such purposes against the Lot Owners (other than Developer) and against all Lots, including those owned by Developer, except that such Assessments against any Lot(s) owned by Developer shall not be due or otherwise collectible until Developer conveys title to such Lot and then only from the Developer's successors in interest, with the lien therefor to be effective as of the date of transfer of title.

(f) The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one (1) of the Co-Owners of the Lot.

3.11 PAYMENT OF ASSESSMENTS

(a) Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his/her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

(b) All Co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.12 DELINQUENT ASSESSMENTS; INTEREST, LIEN AND COLLECTION

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

(b) The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot

(in the same manner and method as an action to foreclose a real estate mortgage). The Board shall have the right at any time to notify all Lot Owners within HUNTER'S RUN of the delinquency of any Lot Owner.

3.13 RULES AND REGULATIONS

(a) The Association may from time to time adopt or change rules or regulations (hereafter "Rules or Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective Families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective Families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in HUNTER'S RUN shall abide by all such Rules and Regulations.

(b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

(c) Rules and Regulations shall be enforced by the Board but may not be enacted, amended, or repealed by the Board.

3.14 LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION

No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, or to bind the Association or the other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

3.15 SERVICE OF PROCESS

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

3.16

ENFORCEMENT OF DECLARATION

(a) Except as provided in Section 1.02(a), the Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such action within sixty (60) days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Association nor the Board shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board to take any action requested by such Lot Owner against another Lot Owner.

(b) Each remedy set forth in this Declaration and/or in the Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Board.

MISCELLANEOUS

4.01

RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS

Developer hereby reserves the right to grant and convey easements to the Town and/or to any public or private utility company upon, over, through or across those portions of any Lot in HUNTER'S RUN within ten (10) feet of any Lot line for purposes of allowing the Town or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of HUNTER'S RUN or for purposes of facilitating drainage of storm or surface water within or through HUNTER'S RUN. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in HUNTER'S RUN to persons other than a Successor-Developer.

4.02 SEVERABILITY

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

4.03 COVENANTS RUN WITH LAND

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

4.04 AMENDMENTS TO DECLARATION

This Declaration may be amended by recording in the Office of the Register of Deeds for Brown County, Wisconsin, a document to that effect executed by the Owners of at least seventy-five percent (75%) of the Lots in All Phases of HUNTER'S RUN and their mortgagees, with all signatures duly notarized; provided, however, that any amendment to Sections 1.02(a) and 3.09 shall require an amendment executed by the Owners of at least ninety percent (90%) of the Lots in All Phases of HUNTER'S RUN and their mortgagees. Such amendment shall become effective only upon recording.

4.05 TERM OF DECLARATION

This Declaration (and any amendments) shall be binding for a period of twenty (20) years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under, or through the Developer. Upon the expiration date of such initial twenty- (20) year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument, [executed by the Owners of at least seventy-five percent (75%) of the Lots in All Phases of HUNTER'S RUN and their mortgagees] terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination. Upon termination of this Declaration, the Association shall terminate any easements held by it and distribute, in an equitable manner, any real estate making up the Common Area to the Lot Owners who are located adjacent to the

the persons who executed the foregoing instrument, and to me known to be the General Partners of Schoen Development and who are authorized to execute the foregoing instrument for the purposes therein contained.

Michael D. Vander Bloomen
Notary Public, Brown County, WI
My Commission: 11-17-96

This instrument was drafted by Godfrey & Kahn, S.C.

aschoen.bwl
6/02/95/#10/lms

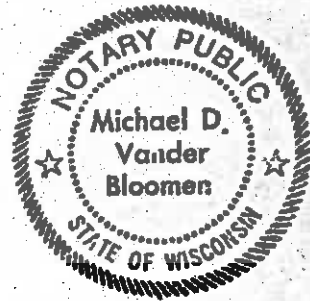


EXHIBIT "A"

The Southeast One-quarter (SE 1/4) of the Southwest One-quarter (SW 1/4) of Section 25, Township 25 North, Range 20 East, Town of Suamico, Brown County, Wisconsin, excepting therefrom any part thereof used for road purposes.

AND ALSO:

The Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4), and the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4), all in Section Twenty-five (25), Township Twenty-five (25) North, Range Twenty (20) East, in the Town of Suamico, Brown County, Wisconsin.

AND ALSO:

The Northeast Quarter of the Southwest Quarter (NE 1/4 of SW 1/4), Section Twenty-five (25), Township Twenty-five (25) North, Range Twenty (20) East, in the Town of Suamico, Brown County, Wisconsin, EXCEPTING THEREFROM those parts thereof described in Volume 623 Records, page 533, Jacket 12359 Records Image 38 and Jacket 15642 Records Image 41.