

DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS
FOR VISTAS AT GREENWOOD HILLS,
CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN



NOTE: Restrictions indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USDC 3604 (C).

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FOR VISTAS AT GREENWOOD HILLS,
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WHEREAS, Green Acres at Greenwood Hills, LLC, a Wisconsin Limited Liability Company (the "Developer") is the Owner of the mixed use development known as Vistas at Greenwood Hills; and

WHEREAS, the Developer desires to subject the Development and each lot therein to the covenants, restrictions and conditions set forth in this Declaration.

NOW, THEREFORE, the Developer declares that all of the Lots in the Development (excluding all commercial lots as set forth in the definition of "Development") are subject to the following covenants, restrictions and conditions, and that all such Lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth as follows:

ARTICLE I

DEFINITIONS

For purposes of this Declaration, the following terms shall be defined in the following manner:

"ACC" shall mean the Architectural Control Committee established pursuant to Paragraph 3.1 below.

"Board" shall mean the Board of Directors of the Neighborhood Association.

"Declaration" shall mean the covenants, restrictions, conditions, easements, charges, liens, and all other provisions set forth in this entire document, as it may be amended from time to time.

"Developer" shall mean Green Acres at Greenwood Hills, LLC, a Wisconsin Limited Liability Company, and its representatives, successors and assigns.

"Development" shall mean the real estate under the control of the Developer, as described in the Plat and other documentation for the Development, as approved by the City of Wausau.

"Lot" or "Lots" shall mean the lots other than outlots within the Development.

"Neighborhood Association" shall mean the Vistas at Greenwood Hills Neighborhood Association, Inc., or other name or form of organization as the Developers shall determine, and its successors and assigns.

"Outlots" shall mean the specifically described outlots within the Development, and may include all planned commercial Lots within the Development.

"Owner" shall mean the record owner excluding the Developer, whether one or more persons or entities, of the fee simple title to a Lot except that as to any Lot which is the subject of a Land Contract wherein the purchaser is in possession, the term "Owner" shall refer to the purchaser instead of the vendor. In addition, with respect to the Neighborhood Association established herein, the term "Owner" shall extend to Unit Owners of the Vistas at Greenwood Hills Condominiums.

ARTICLE II

STATEMENT OF PURPOSES

2.1 General. The general purposes of this Declaration are to help ensure that the Development will become and remain an attractive, environmentally-sensitive community; to preserve and maintain the natural beauty of the Development; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential structures; and to ensure the highest and best residential development of the Development.

2.2 Developer's Intent to develop in Phases.

- (a) Overall Covenants. This Declaration provides covenants, restrictions and conditions that are general in nature and shall apply to the entire Development. However, Owners should be aware that the Developer intends to develop the entire Development in multiple phases and that the Developer intends to record additional covenants that are specific to each phase of the Development.
- (b) Commercial Portions of Development. Owners should be aware that the Developer intends to develop portions of the development as commercial property. These portions of the proposed development are specifically not subject to the covenants in this Declaration. The Developer shall record any covenants specific to the commercial property prior to the development of any commercial property.

ARTICLE III

ARCHITECTURAL CONTROL

- 3.1 Architectural Control Committee. The Architectural Control Committee ("ACC") shall initially consist of the Developer. However, until a time determined at the sole discretion of the Developer, or once the Developer ceases to have title to any Lots, the ACC shall consist of three (3) members elected by the Developer. Upon ceasing to have title to any Lot, the Developer shall continue to exercise the rights of the ACC until the Neighborhood Association elects three members to the ACC. The ACC shall act by majority vote.
- 3.2 Necessity of ACC Approval.
- (a) As to Plans. All plans for buildings, landscaping, garden fences, walls, or other structures or improvements to be constructed on any Lot, along with all site and landscaping plans, shall be approved prior to construction, in writing, by the ACC.
 - (b) As to Ongoing Alterations. All proposed alterations to the exterior appearance of any buildings erected or placed on any Lot, including but not limited to exterior remodeling and the construction of patios, decks, screen porches, in-ground swimming pools and the like, shall be approved prior to construction, in writing, by the ACC.
- 3.3 Required Submissions. In addition to any other information which the ACC may reasonably request, each Owner shall submit the following with any request for approval of any construction, improvement or alteration on any Lot:
- (a) Required Submissions. In addition to any other information the ACC shall reasonably request, each Owner shall submit the following in conjunction with any request for approval of any construction or improvement on any Lot:
 - (1) Two (2) sets of drawings and written specifications of the proposed structure(s) showing, at a minimum, floor plan, elevations of all exterior views of the structure(s), exterior finishes, roofing type, driveway material and location, structure location on the Lot, description of exterior materials and colors, fence and wall elevations and details; and
 - (2) Two (2) sets of site and landscaping plans for the Lot showing proposed grades and landscaping, erosion control, including a written narrative description of how the Owner will comply with the requirements set forth in Article IV below or any other requirements that may have been subsequently recorded by the Developer or the Neighborhood Association; and
 - (3) Two (2) completed and signed Plan Review-Approval Applications, form to be provided by ACC, together with nonrefundable review fees as indicated therein; and
 - (4) Owner shall be informed that review of any application shall not commence until all documents required by this section have been submitted and deemed by the ACC, at its sole discretion, to be complete.

- (b) Owner shall be separately responsible for securing approval of any and all municipal approvals and permits as may be required by the City of Wausau.
- 3.4 ACC Approval. The ACC shall approve or disapprove all submissions within thirty (30) calendar days of their receipt. Decisions of the ACC shall be made in writing. If the ACC fails to make its decision within the time limit, approval shall be deemed to have been given and the applicable covenants, restrictions and conditions in this Declaration shall be deemed to have been complied with. If a submission is conditionally approved, all material changes to the plans, etc., shall be made reflecting said conditions, and must be resubmitted to, and approved by, the ACC.
- 3.5 Standards; Discretion of ACC. The ACC shall have the right to reject any submission which, based on the sole opinion of the majority of its members, is not in conformance with the provisions and purposes of this Declaration. The ACC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to, or other interest in, a Lot, agrees to hold the ACC and the Developer harmless for any perceived discrepancies in the ACC's good faith performance of its duties. Refusal of approval may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the ACC shall be deemed sufficient.
- 3.6 Variances. The ACC shall have the right to, in its sole discretion, grant a variance(s) to any of the covenants and restrictions in this Declaration.
- 3.7 Developer's Election. The Developer may elect in writing at any time to assign all, or a portion thereof, or withdraw, of the Developer's rights to approve the items set forth in this Declaration to the Neighborhood Association.
- 3.8 Preliminary Sketches. Owners are encouraged to submit preliminary sketches and written descriptions of proposed projects, for informal comment by the ACC prior to submittal of the Required Submission for final review-approval.
- 3.9 Liability of the Developer, ACC and its Members. The Developer, ACC and its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval, disapproval, or conditions of any submission, or on account of the development of any property within the Development.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

All Lots (except for commercial Lots, which have been excluded from this Declaration) and all improvement thereon shall be subject to the following architectural restrictions:

- 4.1 Building Sites. Unless otherwise provided in future recorded covenants with regard to future phases of the Development, all residential buildings and appurtenances such as patios, porches, garages and the like shall have side yard setbacks of not less than twenty (20) feet from the property line between adjoining buildings and appurtenances. The ACC reserves the right to grant or deny variance requests from the foregoing setback requirements.
- 4.2 Surface Elevation. The elevation of any Lot within the Development shall not be materially changed with respect to the adjacent street grade, so as to materially affect

the surface elevation, grade or drainage patterns of the surrounding Lots. No Owner shall grade, alter or obstruct the drainage swale or ditch, or existing or proposed comprehensive development drainage flows so as to impede the flow of drainage water from other Lots across the swale or ditch. Any Owner who violates this section shall be required to repair or restore the drainage swale or ditch or Lot grading, at that Owner's sole expense. Violations of the grading, site or landscaping plans as submitted and approved by the ACC shall give the ACC or any adjacent Lot Owner, a cause of action against the person violating such grading, site drainage, and site or landscaping plans for injunctive relief or damages as appropriate. These requirements apply equally to such conditions during the course of construction as they do afterwards. No earth, rock, gravel, sand or clay shall be excavated or removed from any Lot without the prior written approval of the ACC.

4.3 House Size and Exterior Material. Owners should be aware that, as set forth in section 2.2, the Developer intends to develop the Development in multiple phases, each with potentially separate requirements as to the minimum size of residential buildings, permissible exterior materials, as well as other requirements such as landscaping. As each phase is developed, the Developer will prepare Specific Implementation Plans of such phases and will record any additional covenants that pertain to the Development.

(a) House Size. Each residential structure shall have a minimum floor area of finished living space as follows:

- (1) Single-story structures shall be not less than 1,800 square feet excluding garage.
- (2) Two-story structures shall be not less than 2,500 square feet on the first and second floors excluding garage.
- (3) For purposes of determining floor area, stair openings shall be included; but decks, open porches, screened porches, attached garages, or basements (even if finished) shall be excluded.

(b) Roof pitch. All residential structures shall have a minimum roof pitch of 6:12 on the main roof portions.

(c) Required Materials. Roofing shall be architectural grade dimensional profile shingles, metal shingles, slate, clay tile, or acceptable synthetic equivalents, and Owners shall obtain ACC approval of the color of shingles to be used. Neither hand-split cedar wood shakes nor cedar wood shingles shall be used for roofing materials.

(d) Additional Requirements.

- (1) All chimneys and all exterior flues shall be fully enclosed, with the enclosure designed in conformance with the structure's exterior.
- (2) All wood framed exterior stairways such as connecting a suspended patio and a lawn area, shall have weather-resistant, environmentally sustainable lumber components, and shall have closed risers.
- (3) All materials shall be determined to be low maintenance, energy-efficient and environmentally sustainable products or systems as determined by the ACC.
- (4) Natural exterior materials such as stone and wood are preferred. Aluminum, vinyl or composition siding may be allowed, but subject to the following requirements.

- i. Plywood siding such as "T 1-11" or its equivalent will not be allowed.
 - ii. Any material that heavily relies upon stain, paint or caulk for its color or water-tightness integrity will not be allowed.
 - iii. Synthetic stucco such as "EIFS" or its equivalent will not be allowed.
 - iv. No such siding shall be permitted on any wall or other component that faces the Greenwood Hills Country Club golf course property.
 - (5) No changes or deviations, no matter how large or small, shall be permitted without the prior written consent of the ACC.
 - (6) The ACC reserves the right in its sole discretion to require Owners to install brick, stone, shutters, trim or other materials to the exterior as it deems necessary for a design compatible with the Development.
- 4.4 Construction Deadline. Every residential structure erected shall have its entire construction completed, fully landscaped and driveway installed, and Owner-occupied within twelve (12) months from the date of issuance of the Building Permit except for delays in completion due to strike, war or Act(s) of God. "Model Homes" shall be exempt from the occupancy requirement.
- 4.5 Garages. All residential buildings constructed on any Lot shall have an attached Garage that contains not less than two (2) or more than four (4) automobile stalls. Any Garage containing four (4) stalls shall have a maximum of two (2) garage doors. All garage doors facing streets shall have standard-height garage doors and shall be side-entry garages wherever possible. All Garages shall have separate man-doors. The ACC shall encourage all corner Lots to have side-entry Garages.
- 4.6 Landscaping Requirements. All Owners shall comply with the following landscaping requirements and restrictions:
- (a) Street Terraces. Owners, at their own expense, shall provide and maintain shade trees in all street terraces, the space between the residential structure's foundation and the street edge. If the Owner does not plant or maintain such trees, the ACC or Neighborhood Association shall install and maintain them and assess the cost to the Owner.
 - (b) Sodding. Front and side yards shall be sodded, including street terraces, except the ACC may require additional sodding or waive this restriction, in their sole discretion.
 - (c) Seeding. Rear yards and other permitted areas shall be seeded with not less than 50% Kentucky Bluegrass, unless the area is intended to be a native prairie. In general, sodding shall be required unless seeding of limited areas or natural prairie areas are permitted by the ACC.
 - (d) Additional landscaping requirements.
 - (1) Lawn irrigation systems are required and shall be maintained in good operating condition. Such systems are not required in any area designated a natural prairie area as permitted by the ACC.
 - (2) Landscaping (including grading, sodding or seeding) shall be completed within ninety (90) days of occupancy.
 - (3) Trees shall be a minimum of 1-1/2" caliper, ball-and burlap (not bare-root) varieties.

- (4) Trees shall conform to "A Guide to Selecting Landscape Plants for Wisconsin," E.R. Hasselkus, UW-Extension Publication: A2865.
 - (5) The ACC shall in its sole judgment determine unacceptable species of trees, or weed trees, which shall not be permitted, such as Silver Maple.
 - (e) Ongoing Maintenance. Each Owner, at their expense, shall be responsible for complying with any additional landscaping requirements as may be set forth in subsequently recorded covenants. The Developer intends to subject each phase of the Development to additional and/or varying landscape requirements. Less restrictive covenants in future phases shall not relieve Owners within previous phases of such covenants.
 - (f) Fencing, Screening. Owners shall not install any garden fencing or screening of any kind without the prior written approval of the ACC. Additionally, Owners shall not cause there to be a complete visual screening of the front, rear or side boundaries of any Lot by use of landscape plantings or other means, without the prior written approval of the ACC. Vision clearance triangles shall be provided at all street intersections for the safe turning of roadway vehicles, as determined by the ACC.
 - (g) Landscape easements, Conservancy Lands. Landscaping within any easement and all Lots abutting any Conservancy Lands shall be approved in writing on an individual basis by the ACC prior to the commencement of any landscaping work.
- 4.7 Driveways. Concrete driveways are required. Stamped, colored concrete driveways are preferred. Driveways shall support a loaded truck. In no event shall bituminous paving ("blacktop") driveways be permitted.
- 4.8 Mailboxes, Mailbox Posts, Post Lights. To provide continuity throughout the Development, each Owner of a Lot shall, at their own expense, purchase, install and maintain a mail box on a post and a post light provided by Developer. It is the intention that all Lots shall have identical mailboxes, mailbox posts and post lights, except for the color of the paint of any painted surfaces which shall be harmonious with the exterior of the residential structure.
- 4.9 Signs. No signs of any type shall be displayed on any Lot or Outlot without the prior written approval of the ACC and the City of Wausau, as may be applicable. Temporary lawn signs not exceeding five and one-half (5.5) square feet advertising homes for sale, garage sales or political campaigns shall be allowed if properly maintained and later removed expeditiously by Owner. The Developer may also erect and maintain signs of any size permitted by the City of Wausau, for marketing the Development. The Developer may also erect and maintain permanent signs at entrances identifying the Development; if so, they shall become the responsibility of the Homeowners Association to maintain upon the discretion of the Developer.
- 4.10 Preservation of Trees.
- (a) General. At all times, existing trees of a caliper of two (2") inches or more (hereinafter referred to as "mature trees") shall not be moved, destroyed or removed except as may be approved in advance in writing by the ACC. In the event any mature trees are removed or destroyed without such approval, the ACC may require replanting or replacement of such trees of similar size, at Owner's expense.

- (b) Construction. The following apply before and during construction on any Lot, to help preserve the maximum number of mature, healthy trees:
- (1) All site plans for Lots containing mature tree(s) shall contain an inventory of such tree(s) and be subject to review by the ACC. Only the ACC shall determine if a mature tree may be cut. Site plans for Lots with mature trees shall be designed to integrate the preservation of mature trees.
 - (2) Mature trees shall be protected during construction by erecting fencing around individual or clusters of such trees, out to the dripline of the branches to protect the root systems.
 - (3) The grade near mature trees shall be reasonably maintained, and neither raised nor lowered. Where fill is to be placed adjacent to a mature tree, suitable tree wells, root drains and other acceptable devices shall be provided to preserve the trees.
 - (4) At its sole discretion, the ACC may require an Owner at its own expense to properly prune mature tree(s) that are existing to remain.
- (c) Ongoing Maintenance. Maintenance of all trees shall be a high priority for all Owners. Appropriate and timely trimming, fertilization, watering and on-going care shall be done by Owner at Owner's expense. Any damage done during or after construction shall be addressed immediately. The Neighborhood Association and Developer reserve the right to maintain mature tree(s) if the Owner is unwilling or unable to do so or if the lack of tree maintenance causes a public nuisance or safety issue, or if a contractible tree disease is present. Maintenance costs shall be the responsibility of the Owner and shall be assessed to the Owner in the event that the Neighborhood Association or Developer assumes maintenance duties.
- (d) Special Rules regarding Oak Wilt. Because a large majority of the trees in the Development are Oak trees, Owners shall assume maintenance responsibilities relative to the Oak Wilt virus, in order to preserve as many mature oak trees as possible. Oak Wilt commonly spreads either by common root systems or by sap-feeding picnic beetles that transfer fungus spores from infected trees to fresh wounds on healthy oak trees. The following shall apply to all lots containing oak trees:
- (1) Oak tree removal shall occur during the period from November and mid-April. If the Owner must remove oak tree(s) during the period from April 15th to October 31st, adhere to the following for Oak Wilt disease prevention.
 - i. The Developer shall not remove oak trees for street openings, between April 15th and October 31st, unless approved by the City of Wausau. If approved, Developer shall adhere to the following for Oak Wilt disease prevention.
 - ii. All pruning and cutting of oak trees shall be done by a tree service approved by the ACC. WDNR-approved practices for limiting the spread of Oak Wilt shall be adhered to by any contracted tree service.

- iii. Owners shall discuss Oak Wilt prevention measures with the builder both before and during the construction. All equipment operators shall carry tree paint and apply it immediately should bark wounding occur on oak trees, between April 15th and October 31st.
- iv. Any Owner suspecting Oak Wilt may be present shall send a sample to the Wisconsin Department of Agriculture, Trade and Consumer Protection, Plant Industry Lab, Madison. Owners are advised that symptoms include rapid wilting of red oak trees, and slower wilting of other varieties of oak trees. Generally, oak trees wilt from the top of the crown down, and individual leaves wilt from their tips to the bases, first turning dull green then brown.
- v. If Oak Wilt is determined to be present, Owners shall reference the Lake States Woodland publication entitled "Oak Wilt Management." The Owner shall also immediately contact the ACC for the name of an approved Oak Wilt management specialist to enact the Oak Wilt management strategies listed in the publication, at the Owner's sole expense.

(2) Should the Owner fail to immediately enact the recommended Oak Wilt management strategies, then the Developer or Neighborhood Association may enact said strategies and may assess the cost of the services to the Owner.

- 4.11 Utilities. Owners shall not change the elevation or grade within any utility easement in excess of six (6") inches without the permission of the applicable electric, gas, or other utility company using such easement. The Owner shall be responsible for any damages caused to underground utilities based on changes in grade of more than six (6") inches.
- 4.12 Resubdivision. No Lot shall be redivided except with the prior written approval of the ACC. This section shall not be construed to prevent the use of one Lot and part or all of another Lot or Lots, as one building site.
- 4.13 Existing or Prefabricated Buildings. No buildings previously erected elsewhere may be moved onto any Lot, except newly prefabricated structures given prior written approval of the ACC.
- 4.14 Temporary Dwellings: Outbuildings. No trailer, basement, tent, shack, garage, barn, or any part thereof, or any similar temporary or permanent structure shall ever be used as a residence, whether temporary or permanent, on any Lot at any time. No outbuildings or accessory buildings, such as storage sheds or porta-potties, are permitted on any Lot for periods outside of original construction.
- 4.15 Additions and Remodelings. No addition, exterior renovation or remodeling, or site improvements of any kind shall be made without strict conformance with these covenants and review and approval of the ACC.

ARTICLE V

USE RESTRICTIONS

- 5.1 Pets. No more than three (3) domesticated animals (including but not limited to dogs, cats, parakeets, aquarium fish which are considered one pet, etc.) may be kept on any Lot. Non-domesticated or poisonous animals of any kind are strictly prohibited. Horses, pigeons, rabbits, and pot-bellied pigs are strictly prohibited. All pets shall be housed within the residence, and not within the garage. No free-standing kennels or similar outdoor pet enclosures shall be allowed. Commercial animal breeding, boarding, kenneling or treatment is prohibited whether for free (non-paying) or otherwise. No Owner may keep a dog whose barking creates a nuisance to neighbors, whether such a dog is kept indoors or outdoors from time-to-time. No Owner may keep a dog outdoors for excessive periods of time; even in such an event, that Owner must take that dog indoors immediately in the event of nuisance barking. Additionally, no animal whatsoever displaying vicious propensities shall be permitted within the Development. At all times, all pets taken outdoors, whether dogs or cats or not, shall be kept on-leash and carefully restrained by Owner. Upon advance written approval of the ACC, "invisible fence" may be permitted within an individual Lot in lieu of the on-leash requirement. Failure to conform to these pet requirements shall result in the ACC bringing the Owner to the attention of the proper authorities, and in addition, costs and fines may be assessed to the Owner as determined by the ACC.
- 5.2 Parking. Parking of commercial or service vehicles, including lawn tractors and including trailers intended for them, owned or operated by residents within the Development, shall be strictly prohibited unless kept inside garages all year-round. Storage of boats, canoes, golf carts, travel trailers, mobile or motor homes, snowmobiles, personal water craft, campers, and any other recreational item or vehicle and including trailers intended for them, owned or operated by residents within the Development, shall be strictly prohibited unless kept inside garages all year-round. This section shall not prohibit the temporary parking of such vehicles or trailers, for purposes of loading or unloading them at the Lot at which parked, for a period not exceeding twenty-four (24) hours. No cars or other vehicles shall be parked on lawns or yards within the Development at any time. No cars or other vehicles shall be parked on streets within the Development for excessive periods of time. No cars or other vehicles shall be parked on streets within the Development that are designated "No Parking" whether those streets are public rights-of-way or private streets, drives or driveways.
- 5.3 Appearance. Every Owner shall be responsible for maintaining the Lot and structures thereon, in neat appearance at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a residence has been or is in construction. The Owner's obligations include, but are not limited to the following:
- a) Noxious Weeds. All areas of Lots not used as a building site, lawn, or under cultivation as a vegetable or flower garden, shall be kept free from noxious weeds. All lawns shall be kept free from noxious weeds.
 - b) General Upkeep. The Owner shall keep each Lot and all buildings and other improvements thereupon, in good order and free of debris, including but not limited to the mowing of all lawns, the pruning of all trees and shrubbery, the

external care of all buildings and other improvements, all in such a manner and with such frequency as is consistent with good property management.

- c) Trash. Trash containers must be kept inside of garages and may be placed at curbside only on the days of trash collection. Separate containers for recyclable materials shall be obtained and utilized. No garbage, refuse, large items, cardboard, cuttings or similar trash shall be placed at curbside unless in suitable containers. No trash, cuttings, leaves, rocks, or earth may be deposited on any Outlot. Pet owners are required to pick up their animal waste and properly dispose of it, wherever it may occur.
- 5.4 Antennas, Solar Panels, etc. No visible exterior antennas, windmills, satellite dishes, etc., in excess of twenty (20") inches in diameter shall be permitted on any Lot. Satellite dishes less than twenty (20") inches in diameter shall be permitted with the advance written approval of the ACC, and then only if located in the most unobtrusive location.
- 5.5 Activities. No noxious or offensive trade or activity may be carried out on property within the Development, which will become a nuisance to the neighborhood or any property within or outside of the Development. This requirement shall not be construed to prevent a small flower or vegetable garden of 100 square feet or less, or fruit orchard for the family's use, provided that all such gardens or orchards shall be located in either a side yard or the front of the home, and not on any other component that faces the Greenwood Hills Country Club golf course property, and such garden or orchard shall be subject to advance written approval of the ACC. Under no circumstances shall any firearms or fireworks of any kind be discharged within the Development.
- 5.6 Lighting. Exterior lighting on all Lots shall be of such focus and intensity so as not to cause a disturbance to any adjacent properties, whether inside or outside of the Development.

ARTICLE VI

MEMBERSHIP IN NEIGHBORHOOD ASSOCIATION

- 6.1 Membership. Every Owner, other than the Developer except as explicitly defined herein, shall be a Member of the Neighborhood Association. Membership of the Neighborhood Association shall also include Unit Owners of the Vistas at Greenwood Hills Condominiums. The Members shall have the rights set forth in the Bylaws of the Neighborhood Association. The Bylaws of the Neighborhood Association shall also set forth the management provisions and obligations of the Neighborhood Association.
- 6.2 General Annual Assessment. The maximum general assessment which may be authorized by the Neighborhood Association for the year 2005 shall be \$500 per Lot. Thereafter, assessments shall be determined as set forth in the Bylaws of the Neighborhood Association.

ARTICLE VII

GENERAL PROVISIONS

- 7.1 Term of Covenants. This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots for a period of Fifty (50) Years after the Covenants are recorded, after which time this Declaration shall automatically stand renewed for progressive five (5) year periods unless the same is cancelled as provided in Section 7.2 below. If any person, or heir, personal representative, successor or assign shall violate or attempt to violate any of the covenants or restrictions contained herein while this Declaration is effective, the Developer, the ACC, or any person or persons owning a Lot(s) shall have the standing to bring proceedings at law or in equity against the person(s) violating or attempting to violate any of the covenants or restrictions, and the prevailing party shall be awarded reasonable attorney's fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation.
- 7.2 Amendment. This Declaration, or any part thereof, may be canceled, released, amended, or waived in writing as to some or all of the Lots subject to this Declaration by an instrument signed by the Developer and, if the Developer does not own two-thirds of the Lots, the signatures of enough Lot Owners so that at least two-thirds of all Lot Owners have consented to amendment.
- 7.3 Invalidation. Invalidation of any one of these covenants or any severable part of any covenants, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.
- 7.4 Parade of Homes. While the Developer retains ownership of any Lot, the Developer reserves the right to submit some or all of said Lots as site(s) for the Parade of Homes of the Wausau Area Builders Association. In the event some or all of the Lots are selected as a site for the Parade of Homes, this Declaration shall, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified to the extent necessary to permit the Wausau Area Builders Association to hold its Parade of Homes in the Development pursuant to the then-current Parade of Home rules. All purchasers of Lots, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by the Developer, the Wausau Area Builders Association, or any of the builders or other participants in the Parade of Homes during the period of the Parade(s) as set forth above.
- 7.5 Model Home or Building. While the Developer retains ownership of any Lot, the Developer reserves the right to utilize some or all of said Lots as site(s) for the construction and display of Model Home(s) or Building(s). In the event some or all of the Lots are selected as a site for Model Home(s) or Building(s), this Declaration shall, for the limited period of time that the Model Home(s) or Building(s) shall function as models, be deemed temporarily altered and modified to the extent necessary to permit the Developer to conduct its affairs associated with the models, including but not limited to construction, display, advertising, signs, open

houses, and the like. All purchasers of Lots, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by the Developer, the builders or other participants in the models during the period as set forth above.

7.6 Enforcement Action. The Developer, the Neighborhood Association, the ACC and the Owner shall have the right to sue for and obtain a prohibitive or mandatory injunction or any equitable remedy to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring a legal action for the damages. Any Owner who violates a provision of this Declaration shall be liable for reasonable attorney's fees and court costs incurred in enforcing the provisions of this Declaration.

7.7 Zoning and Access. All Lots are subject to the applicable laws, ordinances and building codes. All roads within the Development shall be private roads however, access easements have been granted to the City of Wausau and the public at large for the perpetual right to enter.

