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**DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS FOR THE
PLAT OF WOLF HOLLOW, TOWN OF
WINDSOR, DANE COUNTY, WISCONSIN**

Wolf Hollow, LLC (the "Developer"), owner of the real estate in the Town of Windsor, Dane County, Wisconsin, which has been platted as the plat of Wolf Hollow, except for Lot 97 thereof (the "Property"), hereby declares that all of the lots and outlots in the Property (excluding Lot 97) are subject to the following restrictions, covenants and conditions, and that all of such lots and outlots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth herein:

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Return to:
Michael J. Lawton
P.O. Box 1507
Madison, WI 53701-1507

0910-293-8303-0
0910-294-8518-0
0910-294-8662-0
Parcel Identification Number

ARTICLE 1

Definitions

For purposes of these Covenants, Restrictions and Conditions, the following terms shall be defined in the following manner:

1.1. "Developer" shall refer to Wolf Hollow, LLC, and their representatives, successors and assigns.

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot (exclusive of outlots) within the Property, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor. For purposes of Articles 3 and 4 hereof, where more than one person holds an ownership interest in any lot, the consent or agreement of a majority of the owners of any such lot shall be deemed to be the consent or agreement of the owner, of any such lot, and any such lot shall have only one vote on any matter provided for in Articles 3 and 4 hereof.

1.3. "Property" shall mean and refer to the real estate described as the plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, except for Lot 97 thereof.

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ARTICLE 2**Property Subject to This Declaration**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Windsor, Dane County, Wisconsin, and shall be known as the plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, except for Lot 97 thereof.

ARTICLE 3**Architectural Control and Protective
Covenants and Restrictions**

3.1. For all buildings or other improvements of any kind or nature to be erected or placed on any lot, including outlots, subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings or other improvements must be submitted to the Developer or the Architectural Review Committee, whichever is then applicable, for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the substructure of any structure, prior to commencement of any construction on any lot. All buildings erected on the Property shall have a minimum roof pitch of not less than 6/12 pitch, but a variance from this minimum may be granted by the Developer or the Architectural Review Committee, whichever is then applicable, in their discretion. No buildings or other improvements may be constructed, erected or placed on any lot other than in accordance with the approved documents. For purposes of this Declaration, the term "improvements" shall include, but not be limited to, play structures, fences, patios, decks and swimming pools.

When submitting any plans to the Developer or to the Committee, the submission shall include the following items, and a submission shall not be complete unless such items are included:

- (a) Construction details for all buildings, structures, fences, walls or other improvements;
- (b) Proposed facades of any building, including the style, color and location of any eaves and windows;
- (c) Description of materials to be used in any building or improvement including exterior finishes and roofing types;

- (d) A detailed site plan showing the building footprint and driveway;
- (e) The color scheme of all improvements;
- (f) Detailed landscape plans and specifications, which shall show trees to be removed, existing trees, their species, size and location, and the size and location of, shrubs, fences, berms, walls, patios, family gardens, proposed trees, and other landscape materials; and
- (g) Such other materials as the Developer or the Committee may require, including any completed checklist required by the Developer or the Committee.

The Developer and the Architectural Review Committee appointed under Section 3.2 hereof may adopt a fee schedule to defray the out-of-pocket cost of the Developer and the Committee in connection with the review of any plan submission or application, and amend such schedule from time to time. The Developer and the Architectural Review Committee and their designated representatives shall have the right to inspect the construction of improvements on any Lot during the period of construction, during regular business hours, without notice, to ensure that all construction is performed in accordance with approved plans.

3.2. After the Developer and their representatives, successors and assigns, cease to have any title to any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under these Covenants, Conditions and Restrictions, must be submitted to the Architectural Review Committee ("Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of three persons, elected by the Board of Directors of the Wolf Hollow Homeowners Association, Inc. The election of the Committee shall be held annually on a date in each year established by the Board of Directors. In the event of the failure of the Directors to elect a Committee in any year, the most recently elected members shall continue to serve until successors are duly elected.

3.3. For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

3.4. No alteration in the exterior appearance, design, exterior color, size, location with respect to topography and finish grade elevation, height of

improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the subsurface of any existing buildings or improvements, including but not limited to, any exterior remodeling and the construction of patios, decks, and swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable. Except where the context indicates otherwise, the requirements with respect to the making of a submission to the Developer or the Committee contained in section 3.1 above shall apply to submissions required under this section.

3.5. Roofing must be architectural type shingles similar to Celotex Dimensional IV or wood shakes, unless prior written approval from the Developer or the Committee, in their sole discretion, is obtained. Owners must obtain prior written approval from the Developer or the Committee as to the color of the shingles to be used. All chimneys and all exterior flues shall be fully enclosed. If the chimney is in the front of the dwelling, it must be of brick, stone or stucco. All fascias shall be a minimum size of 1"x 8". The Developer or the Architectural Review Committee shall have the right to require brick, stone, shutters, corner boards and/or other items which it deems necessary to be added to any building plan. Forty (40%) percent of the front elevation of any residence, including the garage, shall be brick, stone, or ephus. Aluminum, vinyl or wood siding, soffits and fascia will be allowed, subject to the following restrictions:

a. Type of aluminum or vinyl siding used will be restricted to higher grade double IV or double V, textured siding.

b. Most wood siding types will be permitted. However, "Texture 1-11" siding or other similar siding is not permitted. All wood siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color schemes must be submitted with the building plans for approval. No plywood siding shall be permitted.

3.6. The elevation of a lot or outlot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all site, grading and landscaping plans shall be kept by the Developer or the Committee for the benefit of other purchasers in planning their individual elevations. Violations of the approved site, grading or landscaping plans shall give either the Developer or Committee, whichever is then applicable, or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any lot within the Property (including outlots for purposes of this section) without the approval of the Developer or the Committee, whichever is then applicable.

3.7. All lots within the Property (other than outlots) shall be used only for single family residential purposes, except that Lots 95 and 96 shall be used for duplex residential use only, and except that Developer may continue to use lands owned by Developer for present agricultural purposes and uses. Lot 97 is not within the Property, and such Lot will be used for multi-family residential purposes. "Single family residential purposes" shall mean use of a dwelling by no more than one family (defined to include persons related by birth, marriage or adoption), plus no more than one unrelated person. Maintenance of an office at which customers or clients customarily call is not a permitted residential use, but this shall not prohibit the use of a lot as a sales office and/or model home for purposes of marketing any lot or dwelling in the Property.

The following minimum floor area requirements shall apply to all single family residential buildings erected on any lots subject to this Declaration:

- (a) No single story building shall have less than 1650 square feet.
- (b) No two-story building shall have less than 2000 square feet.
- (c) No raised ranch, bi-level, or tri-level building shall have less than 1800 square feet on the two primary levels.

The Developer or the Committee may establish a minimum square footage size requirement for all duplex residential buildings erected on any lots subject to this Declaration.

For the purposes of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded.

The above minimum requirements may be waived by the Developer or the Committee, whichever is then applicable, in the event the proposed architecture and quality of the house is such as to present an appearance compatible with other houses within the Property.

3.8. All single family residential buildings must have an attached garage and such garage must contain not less than two (2) nor more than four (4) automobile garage stalls, but the maximum limitation may be waived by the Developer or the Committee, whichever is then applicable. The Developer or the Committee may establish minimum garage requirements for all duplex residential units. Any garage containing four (4) or more stalls shall have a maximum of two garage doors. All garage doors facing a street shall have a standardized garage door height, except that one garage door per housing unit may have a height of ten (10) feet to permit the storage of boats or other objects with similar heights. All garages containing four (4) garage stalls shall be side-entry garages. The

Developer or the Committee shall encourage all corner lots to have side-entry garages.

3.9. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.10. Unless waived by the Developer or the Committee when suitable alternative paving materials are used, in their sole discretion, whichever is then applicable, all driveways (including driveways located on outlots for purposes of this section) must be paved with concrete. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits. All driveways shall be setback at least two (2) feet at minimum from the side lot line. No more than two (2) domestic animals may be kept on any lot subject to this Declaration (except that in the case of duplex lots, the limitation shall be two (2) domestic animals per housing unit), except that no pit bull or Doberman, in whole or in part, may be kept on any lot or outlot within the Property, without the written consent of the Developer or the Committee, whichever is then applicable, in its sole discretion. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. All animals shall be housed in the house or garage. No freestanding kennels shall be allowed. No Owner may keep a dog whose barking creates a nuisance to neighbors. No animals having vicious propensities shall be kept either inside or outside the house or garage.

3.11. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property except where approved in writing in advance by the Developer or Committee, whichever is then applicable. Any permitted accessory structure or building must be sided and roofed like the principal building on the lot. At no time may any steel or aluminum sheds or outbuildings be constructed on any lot. No permanent structures or equipment for clothes drying shall be erected outside of any residences on Property, other than dryer vents. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or an approved fence.

3.12. Where public sidewalks exist, it is the responsibility of the abutting lot owner (including the owners of any outlots for purposes of this section) to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction. In the event that any owner, contractor or subcontractor constructing the residence on any lot within the Property, or performing any other service at such lot, shall crack or otherwise damage a public sidewalk adjoining such lot, or shall cause such public sidewalk to be covered in whole or in part with debris, then such owner, contractor or subcontractor shall promptly repair the damage or

remove the debris caused by such owner, contractor or subcontractor to such public sidewalk.

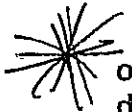
3.13. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

3.14. Parking of commercial or service vehicles, including lawn tractors, owned or operated by residents within the Property is prohibited unless such vehicles are kept in garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than two (2) vehicles in the driveway or on the street within the Property, by the residents or owners of any one lot in the Property (except in the case of duplex units, the limitation shall be two (2) vehicles per housing unit), shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. This section shall not prohibit the temporary parking or storage of such vehicles for the sole purpose of loading or unloading such vehicles at the lot at which parked, for a period not to exceed twenty-four (24) hours. No cars, boats or other vehicles shall be parked on lawns or yards at any time.

3.15. All areas of lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. All lots (including outlots), and all improvements thereon, shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This paragraph shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in the back yards, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by residence, garage and driveway.

3.16. On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within one (1) year from the date of such land contract or deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the lot owner within ninety (90) days after the expiration of such one (1) year period, to have said lot (and any appurtenant rights in any outlot, if any) conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of such lot, with taxes and installments on assessments for the year in which conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

3.17. Construction of all buildings shall be completed within six (6) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay.



3.18. Except to the extent that this section is in conflict with any federal law or regulation, no exterior antennas, satellite dishes greater than 20 inches in diameter, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height, size and color thereof. No plastic or chainlink fences shall be allowed at anytime. All exterior lighting on the Property shall be designed and operated to contain the light, to the extent reasonably possible, within the lot on which the light is located. No exterior lighting shall be placed or operated on the Property which unreasonably interferes with the use of other lands within the Property or which constitutes a nuisance.

3.19. No noxious or offensive trade or activity shall be carried on within the Property, nor shall anything be done which may be or will become a nuisance to the neighborhood. This shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by the residence, garage or driveway. No burning barrels shall be allowed on any lot. All trash containers shall be kept inside the garage, residence or an approved accessory building on the Property, except when placed at the curb for trash pickup. No trash, cuttings, leaves, rocks or earth may be deposited on any outlot. No garbage or refuse shall be placed upon the curb unless in a suitable container. No Lot or outlot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste.

3.20. The elevation of any utility easement within the Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities and any party making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats. All utilities serving any building shall be underground. No building or other improvement, or trees, shall be erected, placed or planted within any utility easement.

3.21. No lot or outlot as platted shall be resubdivided, except with the approval of the Developer or the Committee, whichever is applicable. No boundary

line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then applicable. 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. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats.

3.22. No signs of any type shall be displayed to public view on any lot (including outlots for purposes of this section) without the prior written consent of the Developer or the Committee, whichever is then applicable, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale or rent, and (b) signs erected by Developer advertising lots within the Property for sale. The Developer may also erect permanent signs to entrances identifying the Subdivision.

3.23. All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all side-yard and rear yard set-back requirements imposed by local or county ordinance. The front yard setback for all lots shall be 30 feet from the front lot line under the Dane County zoning ordinance. The side yard set back for all lots shall be 10 feet on each side under the Dane County zoning ordinance. The rear yard setback for all lots shall be 35 feet under the Dane County zoning ordinance, except that the rear yard setback for any detached single family residence on any R-3A zoned lot shall be 25 feet.

3.24. No swale, drainage way, ditch or stormwater detention area within the Property, whether established by easement or not, which is in existence at the time of development on any lot or outlot on the Property, shall be re-graded or obstructed, so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditch, drainage way or stormwater detention area. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats.

3.25. The following landscaping requirements apply to all lots and outlots within the Property, within ninety (90) days after the completion of construction, unless not permitted by weather conditions:

(a) Front and side yards must be sodded, including street terraces (on a corner lot, each street terrace must be sodded), except that the Developer or the Committee, whichever is then applicable, may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative material and practices are employed, in their discretion. Sod shall not be required in the front or side yard if an in-ground sprinkler system is installed, and the yard is seeded and watered in a sufficient manner.

(b) Rear yard areas which are not sodded must be seeded with a fifty (50%) percent blue grass seed mixture.

(c) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot or outlot owner(s). Complete visual screening of the front, rear or side of any lot or outlot is prohibited without approval of the Developer or the Committee, whichever is then applicable.

(d) The individual lot owner shall be required to install and maintain (or reinstall where needed) any street trees or trees in any terrace or tree border adjoining any lot to the extent that the installation of such trees is required by the Town of Windsor, and Developer shall not be responsible for any such installation or maintenance.

(e) Each lot shall have a minimum of \$2,000 expended by the Owner on foundation plantings, and at least two four-foot conifer trees, or two 2 1/2" diameter deciduous trees, or a combination thereof, in the front yard.

(f) At the expense of the owner, the owner of each lot shall install a mailbox, newspaper tube, and pole for the mailbox which conforms to the specifications of the Developer, or the Committee, whichever is then applicable, including purchasing such items from the source designated by the Developer or the Committee. Any replacement of said mailbox, tube or post shall conform to the original specifications.

3.26. The Developer, after a period of ten (10) years from the date of recording the final Plat or after seventy-five (75%) of the lots within the Property (other than outlots) have been sold, whichever occurs first, may elect to assign all of the Developer's rights to approve all of the items set forth in Article 3 hereof to the Committee.

3.27. Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 3.29 below. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any lot or lots within the Property, and in the case of Sections 3.24, 3.27, 3.34 and 3.35 hereof, the Town of Windsor, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorney fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation. The Town of Windsor shall not be required to take any action hereunder.

3.28. Developer, but not the Committee, may waive any provision hereof at anytime in its sole discretion, unless the provisions hereof specifically provide otherwise, but this shall not apply to any matter requiring the approval of the Town of Windsor.

3.29. Article 3 hereof, 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 the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, then by an instrument in writing signed by the Owners of a majority of the lots (other than outlots) subject to this Declaration, but no provisions of Sections 3.24, 3.27, 3.34, 3.35 hereof may be canceled, released, amended or waived without the written consent of the Town of Windsor.

3.30. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

3.31. In the event the Developer or the Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within thirty (30) days after the same have been submitted to the approving authority in writing as a complete application, then such application shall be deemed rejected in that instance.

3.32. In exercising any authority under Article 3 of this Declaration, the Developer or Committee, as appropriate, shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;
- (b) to protect each Owner of a lot against improper uses by other lot owners;
- (c) to preserve the beauty of the Property;
- (d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;
- (e) to encourage and secure the erection of attractive, adequate sized homes, which conform and harmonize in external design with other structures within the Property and which are properly located upon the lot in accordance with its topography and finished grade elevation; and

(f) to provide for high quality improvements which will protect the investments of purchasers of lots.

3.33. The Developer and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or other matter, the construction or performance of any work, whether or not pursuant to approved plans and specifications, or the development of any property on the Lots, including any loss arising out of the negligence of the Developer or Committee.

3.34. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, drainage ways, stormwater detention areas, or maintenance or landscaping, or if any lot owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee or the Town of Windsor shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation. The Town of Windsor shall not be required to take any action hereunder.

3.35. The Owner of any lot within the Property which abuts upon or is adjacent to land used for farming or grazing purposes (other than lands used by Developer for such purpose) shall erect and maintain, if requested by the adjacent property owner, a partition fence, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence, between the Owner's lot and the adjacent land, without cost to the adjoining property owner, so long as the adjoining land is used for farming or grazing purposes. The Developer, the Committee or the Town of Windsor shall have standing to bring proceedings at law or in equity against the Owner of such lot, and shall be awarded appropriate relief, including reasonable attorney fees and costs, in the event of any violation hereof. The Town of Windsor shall not be required to take any action hereunder.

3.36. While the Developer retains ownership of any lots within the Property, the Developer reserves the right to submit some or all of said lots and related outlots as a site for the Parade of Homes ("Parade") of the Madison Area Builders Association ("MABA"). In the event some or all of said lots and related outlots are selected as a site for the Parade by the MABA, this Declaration of Covenants, Restrictions and Conditions shall, as to the lots and outlots enrolled in the Parade in a particular, for the limited period of time commencing 48 hours prior to the commencement of the Parade and ending 48 hours after the conclusion of said Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the MABA to hold its Parade in the Property, pursuant to the then current Parade of Homes Rules and Developer's Checklist of the MABA. All purchasers of lots within the Property, 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 Developer, the MABA, or any of the builders or participants in such Parade during the period of any such Parade as set forth above.

In addition, the following restrictions shall apply to any lots within the Property which have been submitted as a site for the Parade of Homes for a particular year, on the days when the Parade is in operation on or adjacent to such parcel(s) during such year (hereafter "Parade parcels"):

(a) No construction or construction-related work may be done on any of the Parade parcels during the open hours of the Parade of Homes as established by the Madison Area Builders Association for such year;

(b) No signs of any type may be placed upon any of the Parade parcels on the days when the Parade is in operation on or adjacent to such parcel(s) during such year, except such signs as are specifically approved by the Parade of Homes Executive Committee of the MABA;

(c) None of the Parade parcels may be shown to or opened to the public as a model home or in an open house or used in any promotional manner during the period that the Parade is in operation on or adjacent to the Parade parcel(s) during such year, except as an authorized part of the Parade of the MABA for such year and in conformity with the Rules for such Parade;

(d) No construction vehicles or equipment may be kept on any of the Parade parcels during the open hours of the Parade for such year, as established by the Parade of Homes Committee;

(e) Any Parade parcel which has been submitted for the Parade for a particular year, but which is not a participating Parade lot for such year, shall be surrounded by snow fence during the Parade for such year by the Developer, at the Developer's expense, as directed by the Executive Committee of the Parade of Homes;

(f) Use and control of the Parade parcels shall be controlled by and in accordance with the Parade of Homes Rules of the MABA, as amended from time-to-time by such organization, during the dates and hours for the Parade of Homes for such year as established by the MABA; and

(g) If any person, or his/her heirs, successors or assigns, shall violate or attempt to violate any of the conditions, covenants and restrictions in this section, MABA shall have standing to bring proceedings at law or in equity, including injunctive relief, against the person or persons violating or attempting to violate

any such conditions, covenants, or restriction, and MABA shall be awarded its reasonable attorney's fees and costs.

3.37. In order to reduce runoff and protect water quality, all downspouts and downspout extenders are to drain into a permeable area such as grass or a planting bed within each respective lot, and no downspouts shall drain onto any sidewalk or driveway. Individual lots within the plat are required to infiltrate the first 1-inch of the runoff created within such lot from its buildings, rooftops and impervious surfaces. The Developer or the Lot Owner, as applicable, shall deep till or chisel-plow all disturbed areas beyond the street and building footprints to promote infiltration of stormwater.

3.38. ALL OWNERS ARE HEREBY NOTIFIED THAT THE SUBDIVISION SHALL INCLUDE DEVELOPMENT WHICH IS NOT DETACHED SINGLE FAMILY DEVELOPMENT, INCLUDING A NUMBER OF DUPLEX LOTS, WHICH COULD BE DUPLEX RENTAL UNITS OR DUPLEX CONDOMINIUM UNITS, AND LOT 97 WHICH WILL BE A MULTI-FAMILY LOT, WHICH COULD BE RENTAL OR CONDOMINIUM UNITS IN ONE OR MORE BUILDINGS. LOT 97 IS NOT SUBJECT TO THIS INSTRUMENT. EACH OWNER HEREBY WAIVES ANY RIGHT TO OBJECT TO SUCH DEVELOPMENT WITHIN THE SUBDIVISION.

ARTICLE 4

Wolf Hollow Homeowners Association, Inc.

Definitions

For purposes of Article 4 of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

4.1. "Association" shall mean and refer to Wolf Hollow Homeowners Association, Inc., its successors and assigns.

4.2. "Board" shall mean and refer to the Board of Directors of the Association.

4.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for the lands identified in Section 1.3, above, as it may from time-to-time be amended.

Association Membership and Board of Directors

4.4. Members. The Owner of each platted lot within the Plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, shall be a member of the Association, except for the owner of Lot 97. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members.

The members shall have such rights as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

4.5. Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments.

Common Areas; Entrance Sign

4.6. Acquisition of Common Areas. The Association may take title from time-to-time to real property within the Plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon.

4.7. Obligations of Association. The Association shall have the duty to maintain common areas in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members. The Association shall have the obligation to maintain any private open space, entrance signs, trails or stormwater management areas within the Property, along with all of those public trail, park or stormwater management areas within the Plat of Wolf Hollow which the Town has designated as the responsibility of the Association.

4.8. Easement of Enjoyment. Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such common areas, subject to the right of the Association to establish reasonable rules for the use of such common areas.

4.9. Entrance Sign. The Association shall maintain in good order and repair the entrance sign(s) to the Plat of Wolf Hollow, including lighting thereof, at the expense of the Association.

4.10. Architectural Review Committee. The Board of Directors shall annually, on a date selected by the Board, elect the members of the Architectural Review Committee. In addition, the Board of Directors may establish in the budget an amount for legal, design, planning or engineering services of the Architectural Review Committee, including an amount for attorney fees to enforce this instrument, and such amount shall be included in the assessment of the Association for such year.

Assessments

4.11. Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any lot within the Property (other than outlots) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the lot (but not any outlot) against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such lot (other than outlots) at the time when the assessment became due and payable.

4.12. Creation of Assessments. Assessments shall be determined, established and collected each year, starting with calendar year 2005, in the following manner:

(a) Initial Assessment. Until a new assessment is adopted by the Board of Directors, each lot which is purchased by a party other than Developer shall be subject to an assessment in the amount of \$100.00 in the year of closing and in each year thereafter until the initial budget is adopted, which initial payment shall be due and payable, and collected at, the time of closing in the amount of \$100.00, and shall be due and payable on February 1 of each year thereafter and collected in the manner provided hereafter. In the case of any duplex dwelling lot, the assessments under this paragraph shall be \$200.00 for the lot instead of \$100.00, unless such lot should be used only for a single family dwelling unit, in which case the assessment shall be reduced to \$100.00.

(b) Budget. The Board shall determine a budget for each calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, entrance signs, trails, open space, and stormwater management areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation. Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.

(c) Limitation on Assessments. The maximum annual assessment which may be authorized under this Article shall be \$100.00 for each lot (\$200.00 for the duplex lots) to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots), until the actual annual costs of maintenance, improvement and operation and other expenses and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, shall exceed the annual revenue generated by an assessment of \$100.00 per lot; in which event the maximum assessment per lot shall be such actual costs of maintenance, improvement and

operation and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, divided equally among all lots (taking into account the duplex lots in such calculation) as to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots).

(d) **Declaration of Assessments.** If a new assessment is adopted, the Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the Owner.

(e) **Collection of Assessments.** In the event any assessment levied against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the lot for which payment is not made, and upon compliance with the provisions of § 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his lot.

(f) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

(g) Any Lot owned by the Developer shall not be subject to the assessments hereunder, including the initial assessment provided for in (a) above, until such Lot is transferred to a party other than Developer.

4.13. Term. Article 4 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat for the Wolf Hollow is recorded, after which

Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 4.13 below.

4.14. Cancellation, Release, Amendment or Waiver. Article 4 hereof, 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 the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided herein, then by an instrument in writing signed by both (a) the Owners of a majority of the lots (other than outlots) subject to this Declaration, and (b) a majority of the Board of the Association.

4.15. Severability. Invalidity of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 21 day of June, 2005.

WOLF HOLLOW, LLC

By: _____

Gerald L. Wuebben, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 21st day of June, 2005, before me, a Notary Public, personally appeared Gerald L. Wuebben to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Wolf Hollow, LLC, as the manager thereof.

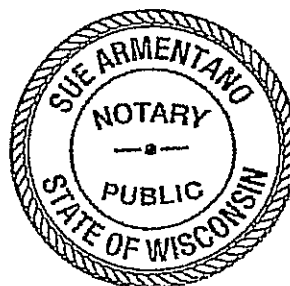
Sue Armentano

Notary Public, State of Wisconsin

My Commission: 07-28-07

This document drafted by Michael J. Lawton.

Wolfhollowcovenants062305



6
RESTRICTIVE COVENANTS

The undersigned, Wolf Hollow, LLC, (hereafter "Developer"), being the owner of the real property located in the Town of Windsor, Dane County, Wisconsin, more particularly described as the Plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, for good and valuable consideration, hereby declare that all of the lots within the Plat of the Wolf Hollow are subject to the following restrictions for the benefit of the Town of Windsor:

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4081753

07/19/2005 01:44PM

Trans. Fee:
Exempt #:

Rec. Fee: 15.00
Pages: 3

001891

RETURN TO: MICHAEL J. LAWTON
P.O. BOX 1507
MADISON, WI 53701-1507

0910-293-8303-0
0910-294-8518-0
0910-294-8662-0

1. No lots within the Plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, shall be transferred, sold or conveyed to any other party, other than to Developer or a bona fide mortgagee, without the written approval of the Business Manager of the Town of Windsor. Upon the execution of an agreement for land division improvements between the Town of Windsor and Subdivider, for and in connection with any phase within such plat, the furnishing by the Subdivider to the Town of Windsor of acceptable surety in the amount required by the applicable land division improvements agreement, to secure performance of said agreement for land division improvements, and the payment to the Town of Windsor of all outstanding fees and assessments as required by the agreement for land division improvements for such phase, including any assessment relating to prior water or sanitary sewer line installations, it is contemplated that the lots included within a particular phase of the plat will be released from the restrictions of this instrument.
2. No land disturbances nor any construction associated with development of the plat of Wolf Hollow, including public improvements, shall be commenced by Subdivider unless an agreement for land division improvements for and in connection with such land disturbances or construction associated with the particular phase of the plat of Wolf Hollow has been executed by Subdivider and by the Town of Windsor, the Subdivider shall have furnished the Town of Windsor with acceptable surety in the amount required by the applicable agreement for land division improvements to secure performance of said agreement for land division improvements for the applicable phase of the plat, and all fees and assessments are paid to the Town of Windsor as required by the agreement for land division improvements, including any special assessments.
3. No release of this restriction as to any lots shall take place until an instrument executed by an authorized representative of the Town of Windsor is recorded in the office of the Dane

3
15

County Register of Deeds releasing the restriction as to the designated lots.


001892

Dated this 21 day of June, 2005.

001893


WOLF HOLLOW, LLC

By:

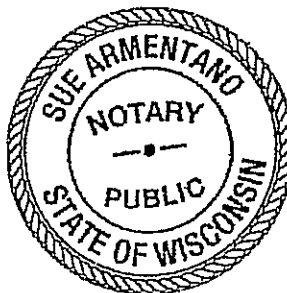

Gerald L. Wuebben, Manager

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 27th day of June, 2005, the above-named Gerald L. Wuebben, as Manager of Wolf Hollow, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission: 07-28-07

*This Instrument Drafted By and
To Be Returned To:*
Attorney Michael J. Lawton
Lathrop & Clark
P.O. Box 1507
Madison, WI 53701-1507



Flettrix\cov.021405

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4085312

07/27/2005 07:04AM

Trans. Fee:
Exempt #:

Rec. Fee: 27.00
Pages: 9

Title of Document

By-LAWS
WOLF HOLLOW HOMEOWNERS
ASSOCIATION, INC.

000203

Return to: MICHAEL J. LAWTON
P.O. Box 1507
MADISON, WI 53701-1507

Parcel Identification Number:

0910-293-8303-0

0910-294-8518-0

0910-294-8662-0

The attached document affects all lots in the plat of Wolf Hollow
(except Lot 97), in the Town of Windsor, Dane County, Wisconsin.

9/27

**BY-LAWS
WOLF HOLLOW HOMEOWNERS ASSOCIATION, INC.**

ARTICLE 1—Name and Location

000204

The name of the corporation is Wolf Hollow Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall initially be located at 2923 Marketplace Drive, Suite 204, Madison, Wisconsin 53719, but meetings of Members and Directors may be held at other places within Dane County, Wisconsin.

ARTICLE 2—Definitions

For purposes of these By-laws, the following terms shall be defined in the following manner:

2.1. "Association" shall mean and refer to the Wolf Hollow Homeowners Association, Inc.

2.2. "Board" shall mean and refer to the Board of Directors of the Association.

2.3. "Declaration" shall mean any Declaration of Covenants, Restrictions and Conditions, and all amendments thereto, for all or any part of the Plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin, and any comparable instrument, executed by the Developer and affecting the ownership of the Property, or any part thereof.

2.4. "Declarant" and "Developer" shall be used interchangeably to refer, collectively, to Wolf Hollow, LLC, and their successors and assigns.

2.5. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

2.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, as defined in the Articles of Incorporation of the Association.

2.7. "Property" shall mean and include the following described real estate:
Plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin.

ARTICLE 3--Meeting of Members

3.1. Annual Meetings. The annual meeting of Members shall be held on the first Monday of May of each year. At the annual meeting, the Members shall, except to the extent of Declarant Control as hereinafter set forth, elect directors.

3.2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association, or upon written request of the Members who are entitled to vote one-third (1/3) of all votes of the Association.

3.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the president or person authorized to call the meeting, by delivering written notice, either personally or by mail, at least thirty (30) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4. Quorum. The presence at the meeting of a majority of the Members entitled to cast, or proxies entitled to cast, votes shall constitute a quorum for any action of the membership and the vote of a majority of the Members present at such meeting shall constitute the act of the membership, except as otherwise provided in the Articles of Incorporation, the Declaration or these By-laws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time-to-time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.5. Proxies. At all meetings of Members, each Member shall vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon termination of membership status.

ARTICLE 4--Board of Directors

4.1. Number. The affairs of the Association shall be managed by a Board of three Directors, who need not be Members of the Association.

4.2. Term of Office. Each Director shall serve for a term of one year, and thereafter until his successor has been duly elected.

4.3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association if Declarant Control under Article 6 hereof is not in effect. In the event of death, resignation or removal of a Director, his successor

shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor subject to Declarant Control under Article 6 hereof.

4.4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 5--Meeting of Directors

5.1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. One such regular meeting shall occur on the first Monday of May, annually, immediately following the annual meeting of the Members.

5.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any Director, after not less than three days' notice to each Director.

5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE 6--Rights of Declarant

6.1. Declarant Control. Notwithstanding anything else herein contained, the Declarant shall have the exclusive right to appoint all Members of the Board of Directors until the earlier of (a) the conveyance or dedication by Declarant of all of the real estate (exclusive of outlots) owned by Developer as of the date hereof within the Plat of Wolf Hollow, Town of Windsor, Dane County, Wisconsin (except that Declarant Control shall not be terminated in the event that Declarant conveys the real estate (including outlots) owned by the Declarant within such plat in gross, in which event Declarant Control shall pass to the transferee in gross), or (b) the written release by the Declarant of Declarant Control and the filing of such release with the Secretary of the Association, whichever occurs earlier. Such release may be given by the Declarant at any time (a) after a period of ten (10) years from the date of recording of the final plat of Wolf Hollow, or (b) after seventy-five (75%) percent of the lots (other than outlots) have been sold, whichever occurs first. Within thirty (30) days following occurrence of the event

terminating Declarant Control, a special meeting of Members shall be held for the purpose of electing new Directors, and the elected Directors shall take office immediately upon election. Declarant Control shall thereupon cease.

**ARTICLE 7--Powers and Duties
of the Board of Directors**

000207

7.1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the common areas.

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.

(c) Exercise for the Association all powers, duties and authority vested in and delegated to the Association and not reserved to the membership by other provisions of the By-laws, Articles of Incorporation or Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board.

(e) Employ independent contractors or such other employees as they deem necessary, and prescribe their duties.

7.2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(i) At its initial meeting and at its regular meeting held in December, annually, determine an annual budget and make the assessments authorized by the Declaration for the ensuing year.

(ii) Following the regular meeting held in December, annually send written notice of each assessment to every Owner subject thereto.

(iii) Make such other assessments as are authorized by the Declaration;

(iv) Take appropriate measures to collect assessments which are not paid in a timely fashion.

(v) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.

(vi) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association.

(vii) Cause the common areas and the Plat entrance sign to be maintained.

ARTICLE 8—Officers and Their Duties

8.1. Enumeration of Officers. The officers of this Association shall be a president, vice president, secretary and treasurer, and such other officers as the Board may from time-to-time by resolution create.

8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3. Term. The officers of the Association shall be elected annually by the Board and shall hold office for one year and thereafter until his successor is appointed, unless such officer shall sooner resign, or shall be removed or otherwise be disqualified to serve.

8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time-to-time, determine.

8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may at any time resign by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7. Multiple Offices. One person may hold more than one office in the Association, provided that the president and vice president, and the president and secretary shall at all times be separate individuals.

8.8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board and the Members, shall see that orders and resolutions of the Board are carried out, and shall sign all written instruments.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board, keep proper books of account, and shall prepare an annual budget and statement of income and expenditures to be presented to the Board at its first meeting of each year.

ARTICLE 9--Books and Records

The books, papers and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 10--Assessments

As more fully provided in the Declaration, each Owner is obligated to pay to the Association all annual or other assessments which are secured by a continuing lien upon the lot

against which the assessment is made. Any assessment which is not paid within sixty (60) days from the date of levy, or the date of closing with respect to any park improvement fee assessments provided for in the Declaration, shall be delinquent. Delinquent assessments shall become liens and bear interest as provided in the Declaration. The Association may bring action at law against the Owner personally obligated to pay the same or foreclose against the Owner's lot(s) as to which a lien has attached, and interest, costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the liens securing the same.

ARTICLE 11--Corporate Seal

The Association shall have no corporate seal.

ARTICLE 12--Amendments

13.1. These By-laws shall be amended at a regular or special meeting of the Board of Directors or of the Members. Notwithstanding the foregoing, the voting rights of the Members are denied until such time as Declarant Control (as defined in Section 6.1 of these By-laws) has expired or been terminated.

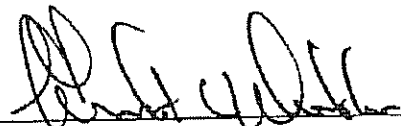
13.2. In the case of conflict between the Articles of Incorporation and these By-laws, the Articles shall control and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.


ARTICLE 13--Fiscal Year

The fiscal year of the Association shall begin on the first day of January and shall end on the last day of December of every year, except that the first fiscal year shall begin on the day of incorporation.

IN WITNESS WHEREOF, we, being the President and Secretary of Wolf Hollow Homeowners Association, Inc., have hereunto set our hands this 2nd day of June, 2005.

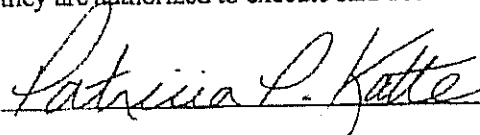
000211


Gerald L. Wuebben, President

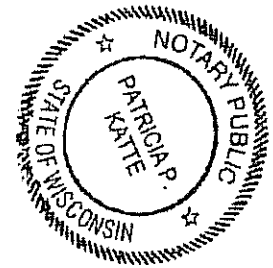

Susan Scholl, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 28 day of June, 2005, before me, a Notary Public, personally appeared Gerald L. Wuebben and Susan Scholl, to me known, who being by me duly sworn, did depose and say that they are President and Secretary of Wolf Hollow Homeowners Association, Inc., and that they are authorized to execute said document on behalf of such corporation.



Notary Public, Dane County, Wisconsin
My Commission: exp. 10-2-05



*This instrument drafted by
and to be returned to:
Michael J. Lawton
P.O. Box 1507
Madison, WI 53701*

Wolfhollowbylaws062305