

DECLARATION OF COVENANTS AND RESTRICTIONS

Recording Area

Name and Return Address

Coris Development Group, LLC
6000 Gisholt Drive, Ste. 206
Monona, WI 53713

See attached Exhibit A

Parcel Identification Number (PIN)

Declaration of Covenants and Restrictions For Serenity Estates

Coris Development Group, LLC (“Developer”) owns the subdivision in the City of Sun Prairie legally described in Exhibit A attached hereto, which has been platted as “Serenity Estates” (the “Subdivision”), consisting of 39 single-family residential lots and 6 outlots.

Developer desires to subject the Subdivision to this Declaration. Developer declares that all such real estate, designated above in the City of Sun Prairie, shall be subject to this Declaration; and shall be held, sold, occupied and conveyed subject to this Declaration.

ARTICLE I DEFINITIONS

1.1 The following definitions shall apply to this Declaration:

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

"Declaration" shall mean this Declaration, as amended and supplemented from time to time.

"Developer" shall mean Coris Development Group, LLC, a Wisconsin limited liability company, and its representatives, successors and assigns.

"Lot" or "Lots" shall mean the platted lots within the Subdivision owned by Developer.

"Municipality" shall mean the City of Sun Prairie, a Wisconsin municipal corporation.

"Association" and “Neighborhood Association” shall mean Serenity Estates Homeowners Association, Inc., a Wisconsin non-stock corporation.

"Owner" shall mean the person or persons owning the fee simple title to a Lot, except that if a Lot has been sold on land contract, the Owner shall be the person or persons named as purchaser in the land contract.

“East Lots” shall mean Lots 14-39 of the Subdivision.

“West Lots” shall mean Lots 1-13 of the Subdivision.

ARTICLE II
STATEMENT OF PURPOSES

2.1 General. The general purposes of this Declaration are to help ensure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; 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 Subdivision. All Owners are subject to this Declaration as may be provided for herein and are given notice that (i) their ability to use their privately owned property is limited thereby; and (ii) the Developer may add, delete, modify, create exceptions to, or amend the Declaration as more specifically provided herein and subject to the limitations hereof. This Declaration provides covenants and restrictions which are general in nature and which apply to the entire Subdivision. Developer may establish a separate sub-association or committee for matters unique to the West Lots.

ARTICLE III
ARCHITECTURAL CONTROL

3.1 Architectural Control Committee.

(a) The ACC shall consist of a minimum of two people appointed from time-to-time by the Developer. The Committee shall act by agreement of the two members. In the event that any member of the ACC resigns or is unable to act, then the Developer shall select such replacements as are needed from time-to-time for the person who has resigned or is unable to act. In the event that the control of the Association has been taken over by the homeowners in the Subdivision, the ACC shall be either, as determined by the Board of Directors of the Association: (a) the Board of Directors of the Association itself, or (b) three (3) persons selected by the Board of Directors of the Association in accordance with the Bylaws of such Association for terms of one (1) year each, which Board or ACC shall act by majority vote of the members. After Developer has no interest in any of the land located within the Subdivision, the Developer shall transfer control of the ACC as provided above in this section. In the event of the failure of the Board of Directors to elect an ACC in any year, the Board of Directors of the Association shall act as the ACC until an ACC is duly elected. The costs of the ACC shall be paid from reasonable charges made by the ACC to the party seeking the approval in each instance.

(b) Termination of the ACC shall not terminate any of the other provisions hereof not involving the ACC.

3.2 Necessity of ACC Approval.

(a) As to Plans. All plans for buildings, landscaping, fences, walls, play equipment, pools, movable basketball hoops, or other improvements of any kind or nature, including its location, or other structures or improvements to be constructed, erected or placed on any Lot, along with all site plans, specifications, landscaping, site and grading plans shall be approved prior to construction, in writing, by the ACC, as to all matters referred to in this instrument, including, but not limited to, the quality of workmanship and materials, attractiveness and 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, variation of house designs and appearance, and compliance with the restrictions set forth herein.

(b) As to Ongoing Alterations. All proposed alterations in the exterior appearance of any buildings erected or placed on any Lot, including, but not limited to, exterior remodeling, exterior repainting in different colors from those previously approved, and the construction of patios, decks, tennis courts, exterior lighting, flag poles, swimming pools and other improvements on Lots, shall be approved prior to construction, in writing, by the ACC.

3.3 Design Review Process & Submissions. In addition to any information the ACC may reasonably request, each Owner shall submit the following to the ACC in conjunction with any requests for approval of any construction or improvements on any Lot:

(a) Preliminary Review. Owners shall submit a preliminary submittal, architectural style/inspiration with sketches and descriptions for comment prior to any drawing submissions required for final approval of all structures. Refer to the Architectural Design Review Process documents provided by the ACC for additional information.

(b) Final Review. Refer to the Architectural Design Review Process documents and Submittal Checklist provided by the ACC for additional information required to be provided.

(i) Two sets of scaled drawings and one set via electronic submittal of the proposed structures showing at a minimum full floor plans including square footages, elevations of all views of the structure, exterior finishes, roofing type, driveway location, structure locations, description of exterior materials and colors, fence and wall details. The drawings shall show the floor elevation of the lowest floor and the lowest building openings in any building, and such elevations shall conform to the requirements of these covenants and the overall site grading plan.

(ii) Two sets of scaled site plans and one set via electronic submittal for the Lot identifying proposed grades, retaining walls and building location. The proposed grades shall conform to the intended grading plan of the Developer for the lot. For all Lots, include on the site plan, the maximum and minimum Foundation Top of Wall Elevation (TOW) and basement slab shall be within a range set by the site engineer and included in the owners purchase agreement. All of the aforesaid TOW elevations shall be noted by the applicant on the approved site plans, and all structures shall be constructed in accordance with such approved site plan.

(iii) The landscape plans shall show proposed grades, plantings, lot corners and retaining walls. The plans shall include a description of how the Owner will comply with the landscaping requirements set forth in Article IV and with any additional covenants subsequently recorded by the Developer or the Owners.

(v) Color rendering or colored elevation of new structure.

(vi) A completed architectural review application sheet as provided by the ACC.

(vii) Owner's email or mailing address for sending the determination of the ACC.

3.4 Standards; Discretion of ACC. The ACC shall have the right to reject any submission which, in the opinion of the ACC, is not in conformity with the provisions and purposes of this Declaration. Each Owner, by acceptance of a deed to the owner's lot, shall and hereby does release the ACC and the Developer from any liability based upon the exercise of their duties under this Declaration. Refusal of approval of submissions by the ACC may be based on any grounds, including purely aesthetic grounds, which the ACC in its sole discretion deems sufficient. While the ACC at all times will have the final decision, refer to ARTICLE IV for minimum requirements.

3.5 Variances. The ACC shall have the right, in its sole discretion, to grant a variance to any of the requirements in this Declaration.

3.6 Liability of the Developer, ACC, and its Members. The Developer, the 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 or disapproval of any submissions or on account of the development of any property within the Subdivision. The Owner and the Owner's builder shall

have the sole responsibility for determining the accuracy, soundness, and compliance of any submitted plans for approval, for compliance with any approved plans, and for compliance with this instrument. The Developer and the ACC shall have no liability of any kind or nature with respect to the contents of any plans submitted for approval, or the construction done pursuant to such plans, and with respect to enforcement of compliance with any approved plans or with this instrument. The Developer and the ACC shall have no obligation to examine any submission to determine its correctness, accuracy, prudence, or the soundness of any judgment contained therein, or to inspect any construction within the Subdivision on any Lot at any time, whether approved or not.

3.7 Requirement for Construction on Lots. On any Lot conveyed by land contract or deed from the Developer, construction of the residence shall be commenced within eighteen (18) months from the date of such land contract or deed, and shall be substantially completed within fifteen (15) months after the date of commencement of construction on such Lot. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the Lot owner at any time after the expiration of any such deadline to have said Lot conveyed to the Developer at 95% of 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.

ARTICLE IV ARCHITECTURAL RESTRICTIONS

All Lots and their improvements shall be subject to the following architectural restrictions and requirements:

4.1 Building Sites. All buildings constructed on Lots shall have front, side and back yards that, at a minimum, conform to the setback requirements of the City of Sun Prairie zoning code.

4.2 Use, Building Size & Other Requirements. The following covenants and restrictions shall apply to all of the Lots:

(a) Use. The Lots shall be used exclusively for single-family residence use.

(b) House Size. Each single-family residence shall have finished living space having the following minimum floor area:

(i) Single-story houses

East Lots shall have not less than 1600 square feet.

West Lots shall have not less than 2000 square feet.

(ii) Two-story houses

East Lots shall have not less than a total of 1,800 square feet on the first and second floor areas of the house.

West Lots shall have not less than a total of 3,000 square feet on the first and second floor areas of the house.

(iii) For the purpose of determining floor area, stair openings shall be included, however open porches, screened porches, attached garages, and basements, even if finished for recreational use, shall be excluded.

(iv) The ACC shall have the power, in its discretion, to waive these minimum area requirements where the architecture and quality of the proposed house will present an appearance compatible with other houses in the Subdivision.

(c) Home Siting & Massing. The design intent is for the homes entry to be welcoming and legible from the street. Entry porches are encouraged to be gracious in size and proportional to the architectural style of the home. The face of the garage may not extend into the front yard. The primary façade and/or entry porch are to be closest to the street. The garage volume must be secondary to the home. Side loaded garages and/or motor courts are allowed with ACC approval if architectural style and massing of the building emphasizes appropriate size, scale and proportion to the primary residence.

(d) Roof Pitch & Material. As a basis of design, all buildings erected on the property shall have a minimum primary roof pitch of not less than 6:12, unless architectural style dictates otherwise. Prairie style and Craftsman style roofs may range from 3:12 to 5:12. Modern and International style buildings may utilize flat roof forms with parapet enclosers or refined coping details. All Roof pitches must be consistent with the architectural style chosen for the home. Materials to be consistent with architectural style including cedar shake, architectural grade metal standing seam, lifetime architectural grade asphalt shingles, architectural resin/recycled/metal composite roofing.

(e) Exterior Walls.

(i) East Lots: Front elevation exterior walls shall be finished with a minimum of two (or more) of the following materials: cedar, LG Smartside, fiber cement siding, brick, stone, thick residential grade vinyl siding min .46 mm, or and/or an exterior insulated finishing system. Vinyl .46 mm, and Aluminum siding

may comprise up to 70% of street facing elevations. Transition or change of exterior wall finishes and materials must take place at inside corners. Front elevation materials such as masonry wainscot shall be properly transitioned at interior corners to avoid veneer appearance at the front of the building and/or shall return at side elevations 24” minimum. All future material or colors changes must be approved by the ACC.

(ii) West Lots: The level of exterior finishes must be continued on all faces of the home, front, sides and rear. Transition or change of exterior wall finishes and materials must take place at inside corners. All exterior walls of a building shall be finished with a minimum of two (or more) of the following materials: cedar, LG Smartside, fiber cement siding, brick, stone and/or an exterior insulated finishing system. Systems similar or like aluminum Longboard, metal siding, Parklex, or similar are acceptable when consistent with the architectural style and approval by the ACC. West Lots must have a minimum of 20% brick or stone surface on the exterior face of the building, chimney mass may be included in this percentage. Exposed concrete block, fiberglass panels, traditional vinyl siding or textured 1-11 will not be permitted on exterior walls. All exterior materials must have an architecturally appropriate finish coat per the manufacturer’s requirements and must be maintained by the owner. All future material or colors changes must be approved by the ACC.

(f) Windows.

(i) East Lots: Window systems are to be architectural grade in keeping with the architectural style of the house. Grille pattern design/theme must be on all facades of the home. No slider windows allowed. Each façade of the building must include a minimum of one single window. The fenestration of the windows/wall must be in proportion with the style of home selected. All windows to be trimmed per the architectural style of the home with 4” min. window trim required on all elevations. Any variations must be approved by the ACC.

(ii) West Lots: Window systems are to be architectural grade in keeping with the architectural style of the house. Grille and muntin patterns to be simulated divided light (SDL) style with muntin/grilles on exterior, interior surface of glass is encouraged. Grille pattern design/theme must be on all facades of the home. No slider windows allowed. Each façade of the building must include a minimum of one single window. The fenestration of the windows/wall must be

in proportion with the style of home selected. All windows to be trimmed per the architectural style of the home.

(g) Chimney.

(i) East Lots: Chimneys of homes shall be of brick, stone or stucco. No house siding at exterior chimney. Through-wall venting is allowed. Location of through-wall venting cannot be on street façade or within 10 feet of street façade.

(ii) West Lots: Chimneys of homes shall be of brick, stone or stucco. Selected material to be on the entire surface of the mass with a decorative termination cap, shroud or chimney pot. All chimneys and all exterior flues shall be fully enclosed. One chimney per house minimum, Through-wall venting is allowed on second fireplace. Location of through-wall venting cannot be visible from street at any angle.

(h) Fascia, Trim, Headers and Soffits.

(i) East Lots: All trim and decorative details shall be wood, fiber cement, Smartside or urethane material. No EIFS trim, EIFS band boards or EIFS shutters allowed. All soffits to be wood, fiber cement, Smartside, aluminum or high quality material as approved by the ACC. All fascia material to be wood, fiber cement, Smartside or similar. All materials must have an architecturally appropriate finish coat. Aluminum fascia and soffits are allowed. All homes to have gracious overhang depths in keeping with the architectural style of the home. All Overhang depths to be approved by the ACC.

(ii) West Lots: All trim and decorative details shall be wood, fiber cement, Smartside or urethane material. No EIFS trim, EIFS band boards or EIFS shutters allowed. All soffits to be wood, fiber cement, Smartside, aluminum or high quality material as approved by the ACC. All fascia material to be wood, fiber cement, Smartside or similar. All materials must have an architecturally appropriate finish coat. No aluminum fascia is allowed. All homes to have gracious overhang depths in keeping with the architectural style of the home. All Overhang depths to be approved by the ACC. All headers above door and window openings within stone and brick facades must be cast stone, brick, timber or similar bearing material.

(j) Porches & Decks. The following criteria must be met for all decks and porches:

(i) Entry Porches must be gracious in size and proportional to the architectural style of the home. Traditional sitting porches are encouraged.

(ii) All decks to have a design consistent with the architectural style of the house.

(iii) All decks and porches must be painted/stained and maintain good condition.

(iv) Porch and deck flooring may be Ipe, iron wood, resin wood composite or limestone composite, concrete, stone or decorative paver.

(v) All decks and porches less than 60" above grade are to be skirted with material.

(vi) Raised deck structures, over 60" above grade, to have 6" minimum columns with stone, brick or architectural detail to match architectural style of the house.

(vii) Newel posts to be 6" wide minimum for all styles other than modern.

(viii) Glass and wire railing systems will be approved per the architectural style.

4.3 Garages. Each single-family building constructed on any Lot shall have an attached garage that contains not less than two (2) automobile garage stalls. Detached garages are not acceptable. All garage door styles to be approved by the ACC. The garage door design must be consistent with the architectural style of the home, traditional homes to have carriage style doors and modern homes to be upgraded contemporary garage door systems. Approved materials include wood, fiberglass, resin, glass and aluminum, and steel. The ACC encourages all corner and larger lots to have side-entry garages.

4.4 Landscaping Requirements and Restrictions. All Owners shall comply with the following landscaping requirements and restrictions:

(a) Street Terraces. The Developer shall have the right to plant street trees in street terraces. If the Developer does so, it shall have the right to obtain reimbursement from the

affected Owner on such terms as the Developer and the owner agree. Tree species in the street terraces shall be allowed per the City's list of approved street trees, with a general spacing of one tree per lot frontage.

(b) Sodding. Front yard and 10 feet of the side yards closest to the building front shall be sodded, including street terraces, except that the ACC may waive this restriction in its sole discretion. In the case of corner lots, both street terraces shall be sodded. All yard areas not sodded shall be seeded with a fifty percent (50%) blue grass seed mixture. All sodding and seeding shall be completed within one (1) year of completion of construction. If weather conditions delay completion of sodding or seeding, sodding or seeding shall be completed as soon as weather permits.

(c) Plantings. Each Owner shall plant a minimum of six (6) shrubs in the front yard on the Lot. East Lots shall provide a minimum of two trees in the front yard - one (1) evergreen tree and/or one (1) 1 ½" diameter hardwood tree. West Lots shall provide a minimum of four trees - one (1) evergreen tree and three (3) 1 ½" diameter hardwood trees in the front and side yards of the Owner's Lot. Natural Area Plantings are encouraged, follow the City of Sun Prairie Buffer plantings standards. Maintenance of prairie/rough areas/buffers are the responsibility of the property owner.

(d) Fertilizers; Owners shall refrain from fertilizing lawns and gardens with excessive amounts of nitrogen which will atrophy the surface waters. Owners shall not use any lawn or plant fertilizers of any kind which contain phosphorus.

(e) Ongoing Maintenance. Each Owner shall be responsible for the ongoing landscaping maintenance of the Owner's Lot, including the adjoining street terrace, and all structures thereon, and maintaining such areas in a neat and orderly condition. During the growing season, each Owner shall mow the vacant portion of the Owner's Lot at least once every two weeks to a height not exceeding six inches.

(f) Each Owner shall shovel snow from any adjacent sidewalks within the time required by applicable ordinance. All areas of a Lot not used as a building site or an approved landscaped area or under cultivation as a family garden shall be sodded or seeded, as applicable, and be kept free of noxious weeds. The provisions of this paragraph shall apply to all lots from the date of purchase from the Developer, regardless of whether a building has been or is in the process of construction.

(g) Fencing; Screening. Owners shall not install any fence or wall of any kind without prior written approval from developer or the ACC. All front yard fences must meet the City of Sun Prairie ordinances. In addition, no chain link, vinyl, plastic, 45 degree lattice

or shadowbox fences are allowed. Only metal, wrought iron or powder-coated aluminum fences will be allowed. All fences to be black in color. An Owner may construct a fence not exceeding six feet in height around a swimming pool approved by the developer or the ACC, provided that the developer or the ACC approves the style and material of the swimming pool fence.

(h) Stormwater Landscaping Requirements. Each of Lots 13-14, 17-24, and 39 will have a tree installed by Developer in the rear yard setback on each of such lots. The owners of each of Lots 13-14, 17-24 and 39 shall be responsible for maintenance of the tree planted in the rear yard setback area on each of such lots and for the replacement thereof, if necessary, as the expense of each such lot owner.

(j) Temporary Toilet Facilities must be provided for all construction workers. The location of the temporary toilet facilities must be discretely located in the side yard or rear of the lot. The location must be approved by the ACC.

4.5 Driveways. Unless otherwise approved by the ACC, all driveways shall be concrete or brick paver and shall be installed at completion of construction of the residence on the Lot, unless the work cannot be completed due to weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits. All driveways to be a minimum of 22' long from the house-side edge of the sidewalk in the street right-of-way to the front of the garage.

4.6 Signs. No signs of any type shall be displayed on any Lot without prior written approval of the ACC, and, if applicable, the City of Sun Prairie, except lawn signs of not more than eight (8) square feet advertising a home or lot for sale, signs of any size displayed by the Developer as part of the Developer's marketing of the Lots, signs of a builder not larger than 4 feet by 4 feet advertising the builder's model home or homes, or other signs of builders approved in writing by Developer promoting the builder's lots or homes. The Developer may also erect permanent signs at entrances identifying the Subdivision, but Developer shall not be required to erect such permanent signs.

4.7 Utilities. An Owner shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas and other utilities using such easement. The Owner shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

4.8 Re-subdivision. No Lot shall be re-subdivided, 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.

4.9 Existing or Prefabricated Buildings. No buildings previously erected elsewhere may be moved onto any Lot, except new prefabricated construction approved in writing in advance by the ACC.

4.10 Temporary Dwellings. No trailer, basement, tent, shack, accessory building, garage, barn, pool house or any part thereof, shall ever be used as an independent residence, temporary or permanent, on any Lot.

4.11 Accessory Buildings & Outbuildings. Accessory and Outbuildings must maintain the architectural style of the main residence. Sizing and location are dictated per City of Sun Prairie zoning. Toilet and/or bathing facilities are conditionally allowed within accessory buildings through the City of Sun Prairie conditional use approval process. ACC supports toilet/bathing facilities in accessory buildings for lots located in the West subdivision, Lots 1-13, other lots will be considered if appropriate. All Accessory Buildings and related landscape to be reviewed and approved by the ACC.

4.12 Dog Houses, Kennels & Dog Runs. No dog houses or exterior kennels may be erected on a Lot. No fenced dog runs are permitted without a Variance approved by the ACC.

4.13 Drying of Clothes. No clothes lines or other apparatus for the drying of clothes shall be permitted in the yard of any Lot on a permanent basis.

4.14 Exterior Lighting. Any exterior lighting installed on a Lot shall either be indirect or of such controlled focus and intensity that the lighting will not disturb the owners of adjacent Lots. Any light posts for any exterior yard lighting of a Lot shall be of a design which is harmonious with the style and architecture of the building on the Lot.

4.15 Miscellaneous.

(a) Subject to such limitations or preemption imposed by federal law or regulations, no wind-powered electric generators, transmission antenna or satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot or building without prior written approval of the ACC.

(b) No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the ACC.

(c) Photovoltaic systems. Except to the extent limited or preempted by federal or state law or regulations, no solar apparatus may be installed on any Lot or structure unless first approved in writing by the ACC, who shall consider the aesthetic and neighboring structures. Solar collectors or apparatus installed flat or parallel to the plane of the roof are preferred but still must be approved by the ACC.

(d) No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road or on any Lot unless placed in a suitable sanitary container. No Lot shall be used or maintained as a dumping ground for rubbish, trash, leaves, lawn clippings or rocks. This section shall not prohibit the construction and operation of a compost bin. There shall be no incinerator or similar equipment kept or used on any Lot.

(e) No building material of any kind or character shall be stored upon any lot except in connection with construction approved by the ACC. Construction shall be promptly commenced and be diligently pursued as soon as any building materials are placed on any Lot.

(f) Front yard decorations are prohibited on any Lot, other than United States or other flags and approved lighting or seasonal decorations.

4.16 Basketball Equipment. No basketball backboard, hoop, post and any other related equipment, whether portable or permanently affixed, shall be placed on any Lot except in such location as may be approved in writing by the ACC. No such equipment shall ever be placed, whether permanently or temporarily, in or adjacent to the street, in the street terrace or in the front yard of any Lot, but this shall not prevent the use of a driveway for such equipment, if such equipment is permanently installed and approved in writing by the ACC.

4.17 Play Equipment and Structures. No swing set, swimming pool (including, but not limited to, inflatable pools), or other play equipment or structure shall be installed on any Lot without the prior written approval of the ACC, which approval shall consider, among other things, the location, size, proposed setback, color, appearance, maintenance, hours, noise and lighting associated with such equipment or structure. Any such structure or equipment shall be set back at least 10 feet from each property line of the Lot.

4.18 Mailboxes. The community mailbox or cluster box unit (CBU) arrangement as approved by USPS has an initial cost of \$230.00 per Lot, this cost is to be paid by the Lot Owner at the closing of the initial Lot sale to Coris Development Group LLC. The community mailbox or CBU "6'x6' Mailbox Easement" is located across from Lots 1 and 33, as shown on the plat of Serenity Estates.

ARTICLE V USE RESTRICTIONS

5.1 Pets. No more than two (2) dogs or three (3) cats, or a combination of no more than one (1) dog and two (2) cats, may be kept on any Lot. All animals shall be housed in the house or garage. No free-standing kennels shall be allowed. No pets, fowl or small livestock animals may be kept outside or chained. Commercial animal boarding, kenneling or treatment shall be prohibited, whether or not for a fee. No Owner may keep an animal whose loud bellow or barking creates a nuisance to neighbors. No animals having a history demonstrating vicious propensities shall be kept on a Lot. Invisible electric fence or permanent fence is required for dog owners.

5.2 Parking. All vehicle street parking in the Subdivision shall be subject to the requirements of the City of Sun Prairie for the Subdivision. Parking of commercial or service vehicles, including lawn tractors, vehicles with logos, owned or operated by residents within the Subdivision shall be prohibited unless kept inside garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles on any Lots shall be prohibited except in garages. This section shall not prohibit the temporary parking of any vehicles for the purpose of loading or unloading at the Lot at which parked, for a period not to exceed twenty-four (24) hours. No cars or other vehicles shall be parked on lawns or yards within the Subdivision at any time. Any cars or comparable motor vehicles owned or operated by residents of a Lot shall also be kept inside garages, except that the residents may park in driveways such vehicles which are in regular, daily use. For this purpose, a vehicle shall be considered in regular, daily use if the resident uses the vehicle for travel to and from the Lot at least once every 72 hours.

5.3 Appearance. Each Owner shall be responsible for maintaining the Lot and all its buildings in a neat and orderly appearance at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a building has been or is in the process of construction. The Owner's obligation shall include, but is not limited to the following:

(a) Noxious Weeds. 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 the areas free from noxious weeds. All lawns shall be free from noxious weeds.

(b) General Upkeep. The Owner shall keep the Owner's Lot and its buildings and other improvements in good order and repair and free of debris, including, but not limited to, the pruning of all trees and shrubbery, 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.

(c) Trash. Trash containers shall be kept inside of or behind the garage, or inside a trash enclosure approved by the ACC, and may be placed upon the curb only on days of trash collection. No garbage, refuse or cuttings shall be placed upon the curb unless in a suitable container. All garbage and trash collection shall take place at the curbside.

5.4 Activities. No noxious or offensive trade or activity may be carried out on a lot which will become a nuisance to the neighborhood or any other Lot within the Subdivision. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back yards, and shall be reviewed and approved by the ACC. In no event may a family garden exceed 25% of the area of the rear yard of the Lot, excluding the area occupied by the residence and driveways. No firearms shall be discharged within the Subdivision. Any raised garden on any Lot must be approved by the ACC.

5.5 Stormwater Management. Rooftop runoff from all future buildings within the Subdivision shall be directed to pervious areas such as lawns, rain gardens, or other densely vegetated areas, that provide a minimum flow length of 20 feet. Downspouts shall not be directed to driveways or streets, unless directing the downspouts to such areas cannot be reasonably avoided. Runoff shall be dispersed in a manner that does not contribute to soil erosion. No component of the stormwater treatment system, including stormwater conveyances, detention basins, infiltration areas and outlets, may be disturbed, obstructed, or encroached upon in any way.

ARTICLE VI NEIGHBORHOOD ASSOCIATION

6.1 Membership. Every Owner shall be a member of the Neighborhood Association. By acquiring a Lot, every Owner shall be conclusively deemed to have consented to membership.

6.2 Rights and Duties of Members. The Articles of Incorporation and the Bylaws of the Neighborhood Association are incorporated by reference. Among other matters, the Articles and Bylaws restrict the voting rights of certain members. The members shall have the rights and duties set forth in this Declaration, and the Articles of Incorporation and Bylaws of the Neighborhood Association, all as amended from time to time, and as provided by applicable law.

6.3 Management of the Neighborhood Association. The affairs of the Neighborhood Association shall be managed by the Board. The Board shall be selected in the manner, and shall have the duties, powers, and responsibilities, set forth in this Declaration and in the articles of incorporation and bylaws of the Neighborhood Association, as amended from time to time, and as may be provided by the laws of the State of Wisconsin.

6.4 Obligations of the Neighborhood Association.

(a) General. The Neighborhood Association, subject to the rights of the Developer set forth in this Declaration, shall be responsible for enforcing this Declaration.

(b) Maintenance and Repair. The Neighborhood Association shall repair and maintain the common elements in the Subdivision which are designated from time-to-time by the Association.

(c) Fees. Fees for maintenance of common elements including landscape buffers and the community mailbox or CBU shall be levied by the Neighborhood Association. The Owner of each Lot hereby covenants to pay the Neighborhood Association annual or special assessments as the Neighborhood Association may determine. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of a Lot at the time the assessment is levied. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. The Neighborhood Association may foreclose a lien against the Lot of the Owner who fails to pay any assessment.

ARTICLE VII GENERAL PROVISIONS

7.1 Term. 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 30 years after this Declaration is recorded, after which time this Declaration shall automatically stand renewed for successive five-year periods unless terminated as provided in Section 7.2.

7.2 Amendment.

(a) While the Developer owns any Lot, the Developer by its sole act shall have the right to terminate or amend this Declaration by an instrument signed by the Developer and recorded with the Dane County Register of Deeds, subject to any limitations set forth in other provisions hereof.

(b) After the Developer ceases to own any Lot, the Owners, by the vote or consent of Owners owning two-thirds or more of the Lots then comprising the Subdivision, shall have the right to amend or terminate this Declaration by an instrument recorded with the Dane County Register of Deeds, subject to any limitations set forth in other provisions hereof.

7.3 Invalidation. 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 covenants, which shall remain in full force and effect.

7.4 Exculpation. The ACC shall not be liable for damages to any person submitting a request for approval, or to any Owner, tenant, or mortgagee of any of the Lots or anyone else by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests. The ACC's review of plans does not include review for structural soundness, or compliance with any applicable building codes and practices. The ACC is not representing that any home or site plan meets any state, federal, county, or local setback requirements, statutes, building codes, or ordinances. The Owner of the Lot and the Owner's builder shall have the sole responsibility to ensure compliance with all such requirements. Neither the Developer nor the ACC shall be liable for any such matters.

7.5 Enforcement Actions.

(a) The Developer, the ACC and any 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, this Declaration, in addition to the right to bring a legal action for damages.

(b) If any Owner (the Defaulting Owner) fails to comply with any of the Defaulting Owner's obligations, the Enforcing Party shall have the right to give the Defaulting Owner notice of default. The notice shall specify the default and the curative action to be taken by the Defaulting Owner. If the Defaulting Owner does not cure the default within 15 days after the giving of the notice, the Enforcing Party shall have the right to enter the Lot of the Defaulting Owner and cure the default, at the sole expense of the Defaulting Owner. The Defaulting Owner shall pay the reasonable costs of the cure within 10 days after demand by the Enforcing Party. Any amount not paid within the 10 days shall bear interest from the 10th day at the rate of 12% per year until paid.

(c) Any Owner who violates a provision of this Declaration shall be liable for reasonable attorneys' fees and court costs incurred by the Enforcing Party in any action. Any person violating any of these covenants or restrictions shall be liable for all costs of curing the violation.

7.6 Zoning. All Lots are further subject to the applicable zoning laws, ordinances and building codes whichever is most restrictive.

7.7 Notice. Any notice given in connection with this agreement shall be in writing and may be given in any one of the following ways:

(a) By personal delivery;

(b) By delivery by an express mail service;

(c) By mailing via first class United States mail, postage prepaid, addressed to the last known address of the recipient; and

(d) By facsimile transmission, electronic mail or other comparable means. Notice by mailing in first class United States mail as described shall be deemed given three days after mailing. All other forms of notice shall be effective upon receipt.

EXHIBIT A
Legal Description

Lots 1-39 of Serenity Estates, City of Sun Prairie, Dane County, Wisconsin.

Lot Number: Parcel Number:

37632152_4